

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



**Tuesday, October 21, 2025
4:00 PM WORKSHOP
5:30 PM CLOSED SESSION
6:00 PM REGULAR MEETING**

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

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

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

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<https://murrieta.legistar.com/Calendar.aspx>**

4:00 PM WORKSHOP

CALL TO ORDER

ROLL CALL

WORKSHOP

WS1. Hillside Updates (DCA-2021-2396) - Workshop 4

Recommended Action:

Receive a presentation by staff, receive public comments, discuss the proposed ordinance; and

Provide direction related to policy options under the proposed ordinance framework.

RECESS

5:30 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

CLOSED SESSION

CS1. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in 1 case.

CS2. 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 at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER**ANNOUNCEMENT OF CLOSED SESSION ACTION****ROLL CALL****PLEDGE OF ALLEGIANCE****INVOCATION****PRESENTATIONS**

Proclamation: Retirement, Corporal Matt Mozingo

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

Police Department: E-Bike Social Media Campaign

Police Department/United States Postal Inspection Services: Broken Mailboxes

**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 – 9

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 OnlyRecommended 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 October 7, 2025 Regular meeting minutes.

3. Monthly Investment Transaction Report for August 2025Recommended Action:

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

4. Library Zip Books Grant FundingRecommended Action:

Authorize the City Manager to accept grant funding from the California State Library for the Zip Books program for Fiscal Year 2025/26 in the amount of \$14,760; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate the grant funds.

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

Approve a Second Amendment to an Agreement with Architerra, Inc., increasing the annual maximum contract amount for on-call landscape services to \$200,000 per fiscal year through June 30, 2027;

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

Authorize the City Manager to execute the Second Amendment.

6. Community Wildfire Protection Plan AgreementRecommended Action:

Award the Community Wildfire Protection Plan contract to DUDEK, in the amount of \$125,000;

Approve a 20% contingency (up to \$25,000) to address unforeseen conditions or project requirements;

Authorize the Fire Chief to approve change orders not to exceed the contingency; and

Authorize the City Manager to execute the agreement.

7. Acceptance of a Grant from the Public Entity Risk Management AuthorityRecommended Action:

Accept a Public Entity Risk Management Authority Grant Award of \$2,500; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funding.

8. Collectible Work Authorization Agreement with Southern California Gas Company for the Murrieta Hot Springs Road Improvement Project, CIP No. 8079Recommended Action:

Approve a Collectible Work Authorization Agreement with Southern California Gas Company in the amount of \$157,372.10 for improvements relating to the Murrieta Hot Springs Road Improvement Project, CIP No. 8079;

Authorize a fifteen percent (15%) construction contingency of \$23,605.82; and

Authorize the City Manager to sign the Collectible Work Authorization Agreement.

9. Amendment to Agreement with Jacobs Engineering for Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449Recommended Action:

Approve Amendment No. 10 to the Engineering Design Services Agreement for the Keller Road at I-215 Interchange, CIP No. 8449, with Jacobs Engineering Group, Inc., revising the scope of work and reducing the total not to exceed contract amount by \$279,448; and

Authorize the Mayor to execute the Amendment on behalf of the City.

PULLED CONSENT CALENDAR ITEMS**DISCUSSION****10. Discussion Regarding the Start Time and Schedule for City Council Meeting Days**Recommended Action:

Review and discuss the start time and schedule for City Council meeting days beginning with the first regular meeting in 2026; and

Direct the City Clerk to amend Resolution No. 19-417 entitled: *A Resolution of the City Council of the City of Murrieta, California, Adopting the Following Rules of Procedure for Council Meetings and Related Functions*, and return for adoption by the end of the year.

OR

Take other actions the City Council considers appropriate.

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

ADJOURNMENT



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

PREPARED BY: Chris Tracy, AICP Senior Planner, Advanced Planning

SUBJECT: Hillside Updates (DCA-2021-2396) - Workshop 4

RECOMMENDATION

Receive a presentation by staff, receive public comments, discuss the proposed ordinance; and

Provide direction related to policy options under the proposed ordinance framework.

PRIOR ACTION/VOTE

On March 29, 2022, the City Council directed staff to review the hillside development standards (Non-Action Item).

On June 28, 2023, the Planning Commission recommended the introduction and first reading of an Ordinance updating the hillside development standards, amending Murrieta Municipal Code (MMC) Chapters 8.20 and 15.52, and updating portions of Title 16 (Vote 4-0-1) (Attachment 1).

On August 15, 2023, the City Council hosted a workshop on this item. The City Council requested additional information, so the workshop was continued to a future meeting date (Attachment 2).

On March 5, 2024, the City Council hosted a second workshop on this item. Due to additional time needed for the discussion and feedback, the workshop was continued for a second time (Attachment 3).

On June 17, 2025, the City Council hosted a third workshop on this item. The direction from Council was that more detailed examples were needed to assist the Council with moving forward, in particular with retaining wall criteria (Attachment 4).

CITY COUNCIL GOAL

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

BACKGROUND

The City Council directed staff at its annual priority and goal-setting workshop on March 29, 2022, to review the hillside development standards, as there were concerns about how they were being interpreted and implemented at the project level. The City's existing hillside development standards, contained in Chapter 16.24 (Hillside Development) of the Murrieta Development Code (MDC), were added in 1997 to support the City's 1994 General Plan land use goals and policies associated with the City's hillside features. The General Plan continues to contain goals and policies in hillside areas to "maintain the natural character and the environmental and aesthetic values of sloped areas."

For details about the historical context of the hillside development standards and why these updates are being brought forward, please refer to the "Background Section" as provided within Attachments 1, 2, 3, and 4. Staff is bringing forward these updates in a continued workshop format for the City Council to review the proposed standards and provide input ahead of a future public hearing.

DISCUSSION / NEXT STEPS

The primary objective of these updates is to revise the development standards to make them clearer and more precise, ensuring both applicants and staff can apply them effectively when applicable. By simplifying the language and improving accuracy, staff's approach aims to reduce or eliminate confusion and streamline the review process, ultimately saving time and resources for everyone involved.

In the context of the General Plan, the following statements are made that encourage good stewardship of the City's hillside resources:

Land Use Element Goal LU15-1.1: Encourage the preservation of natural and visual resources within Los Alamos Hills, such as rock outcroppings and scenic views of the local hills and valleys, to the greatest degree practicable.

Conservation Element Goal CSV-5: Hills and ridges are protected for their environmental and aesthetic values.

Conservation Element - Policy CSV-5.1: Promote compliance with hillside development standards and guidelines to maintain the natural character and the environmental and aesthetic values of sloped areas.

Ultimately, the recommended regulations should not impose excessive burdens on property owners or project applicants. These standards must strike a balance between protecting community interests as described in the General Plan language above, and support reasonable development in hillside areas so that development is responsible and achievable.

Focus Topic - Applicability of Standards

At the June 17, 2025, City Council meeting several members of the City Council expressed interest in re-visiting the applicability of the ordinance and its potential impact on property rights. Similar comments were raised during the public comment period. Staff has designed this workshop to focus on the areas of the City where the standards should apply.

1. Identifying The City's Hillside Areas: 20 Percent Slope Versus 25 Percent

As described below the MDC indicates that any areas that have a slope of 20 percent or greater or are mapped by the Planning Division are subject to the hillside ordinance:

16.24.020 "Applicability"

“ **A. Hillside Area.** The standards contained in this chapter apply to uses and structures within **areas that have a slope of twenty (20) percent or greater and/or are designated on the significant features map on file with the department.**”

As currently written in the MDC, the Hillside Area criteria apply to **all** areas of the City that are 20 Percent or greater and/or are designated on the significant features map on file with the department.

Pros

- If the objective is to maximize hillside preservation across the City, this approach is advantageous, as it includes a larger number of properties for analysis and establishes a broader baseline for potential area preservation.
- Including more properties helps maintain the scenic quality and natural aesthetics of hillside neighborhoods.
- A larger number of properties provides a stronger foundation for evaluating trade-offs and prioritizing areas for conservation versus development.

Cons

- The definition references a map that doesn't exist, and requires parcel-by-parcel analysis as property owners submit applications. Further, staff does not have the tools to measure slopes independently.
- Elsewhere in the MDC, **a conflicting 25 percent baseline** for a **Hillside Area/Condition** is referenced, creating confusion and inconsistency with how the definition is currently framed.
- The City does not presently have a codified hillside slope map or significant features map.
- Subjecting a larger number of properties to the hillside requirements means additional costs, more data collection, technical reports, and review, which can be time-consuming for property owners and staff to prepare and review.
- Properties that might otherwise be buildable as a non-hillside property could face restrictions, such as unusable lot area.
- Reviewing and enforcing hillside criteria across a wider set of properties increases permitting delays.
- More extensive technical and environmental review may extend timelines for development approvals.

2. 25 Percent Slope Criteria

The following language specifies a 25% Slope Criteria in the Development Code:

- a. MDC Section 16.24.020(D). The development standards, guidelines and provisions of this chapter shall be applied to those portions of land with a predominance of significant natural slopes **exceeding twenty-five (25) percent and areas** that are integrally contiguous, or slopes determined as significant by the director. The provisions of this chapter shall apply to projects relating to subdivisions, permits, uses, structures, specific plans, master development plans, and associated site plans for development review except as specifically exempted by Section [16.02.020 <https://codelibrary.amlegal.com/codes/murrieta/latest/murrieta_ca/0-0-0-24072>](https://codelibrary.amlegal.com/codes/murrieta/latest/murrieta_ca/0-0-0-24072).”
- b. MDC Section 16.24.040(D) **Slope Analysis Map.** A slope analysis map for the purpose of determining the amount and location of land as it exists in its natural state and for calculating average slope categories. A base topographical map of the site shall be prepared and shall have a scale of not less than one inch to two hundred (200) feet. The base topographical map shall include adjoining properties within one hundred (100) feet of the site boundaries to portray the site's context. Slope bands in contrasting colors shall be delineated in the range of zero to twenty-five (0-25) percent, twenty-six to fifty (26-50) percent, and fifty (50) percent or greater. A tabulation of the land area by slope percentage shall also be provided.

The exact method for computing the percent slope and area of each slope category shall be sufficiently described and presented so that a review can be readily made. A heavy solid line indicating the **twenty-five (25) percent grade differential** shall be clearly marked on the plan. An eight and one-half by eleven (8 1/2 x 11) inch legible acetate reduction of the slope analysis with appropriate legend shall also be provided.

- c. MDC Section 16.24.060(A) identifies slopes up to 25 percent as a non-hillside condition and slopes between 25 and 50 percent as a hillside condition.
- d. MDC Chapter 16.110 - **Hillside**. Land with an average rise or fall of **twenty-five (25) percent or greater** or a vertical rise of thirty (30) feet or more.
- e. MDC Chapter 16.110 - **Slope, Significant Natural**. A slope that is not man-made **that exceeds twenty-five (25) percent** and a vertical rise of thirty (30) feet or more.

As noted above, an area qualifies as a "Hillside Area" if it meets or exceeds a 25 percent slope threshold, which determines its classification as a hillside condition. This 25 percent threshold is referenced five times in MDC Chapter 16.24 in relation to the application criteria that define a hillside condition.

Prior Direction

- During the 2022 City Priorities Workshop, staff received direction that the **25 percent criteria should apply** versus the other described criteria in the MDC, and only to designated hillside areas depicted on a non-codified map.
- It was explained to staff by the Mayor and Council at the time of the Workshop **it was never intended to apply on a citywide basis**. However, the original ordinance's administrative record contains no information. The lack of a clear standard has led to unequal application of the hillside standards.
- A potential recommendation to clarify the conflicting language would be to revise the definition in Section 16.24.020 and adopt the map (Attachment 5) within the Municipal Code to depict the areas to which the Hillside Overlay applies (Attachments 6 through 17 for detailed discussion).

Pros

- It has been noted **five times** as a baseline numeric percentage across Chapter 16.24 in comparison to the lone 20 percent association.
- A number of properties will remain for analysis under this condition for potential areas of hillside preservation/grading techniques as a baseline condition.
- Implementation of the 25 percent threshold still helps the City meet the City's General Plan Goals and Objectives as relates to the preservation of hillside areas.
- This has been a **main area of confusion** versus the **20 percent/citywide thresholds**.
- There could still be some cost for homeowners/project applicants versus having no standard.
- Adoption of a hillside map would resolve questions concerning the applicability of the hillside standards to a property
- By clearly defining and mapping the specific areas of where it applies, the result will be reducing potential confusion, streamlining the review process, and minimizing costs and delays for homeowners and project applicants.

Cons

- Adoption of a proposed hillside map utilizes a less precise methodology for measuring slope than the

- City's current average slope formula, but still provides an effective tool for identifying hillside properties.
- If the hillside standards remain in effect citywide, and not to focused areas of the City, all projects would require slope analysis, which would increase costs on non-hillside development projects.

Key Policy Questions to Resolve Concerning Slope

Based on the background information from the MDC above, how should hillside slopes be defined and applied?

Should the hillside slope definition apply on a Citywide basis, or only to areas specified by an adopted hillside map?

Is there agreement that the 20 percent threshold for a hillside area seems to be an anomaly whereas the 25 percent criteria is more consistently referenced as criteria?

3. Specific Plans

At a previous workshop, a speaker suggested identifying the City's Specific Plans in relation to the Hillside Area Overlay (Attachment 5). This could mean making properties within Specific Plans subject to the Hillside Ordinance. Alternatively, it could mean identifying Specific Plans on the Hillside Map in order to make clear that those areas are not subject to the Hillside Ordinance because hillside standard were addressed as part of the Specific Plan.

Pros

- Including Specific Plans within the Hillside Area Overlay, can provide further clarity on what standards apply.

Cons

- There might still be some confusion about what standards would apply at times.
- Making Specific Plan areas subject to the Hillside Ordinance risks overturning that were previously made within the context of a specific development area.

Recommendation

Staff agrees that mapping these Specific Plans alongside the overlay area would be the most effective approach for cross-referencing. To support this, staff recommends including a note in the draft ordinance directing users to consult the applicable Specific Plan for hillside development criteria. Staff recommends that Specific Plans are not subject to the Hillside Ordinance because hillside standards were already addressed during the Specific Plan process.

Key Policy Question To Resolve Concerning Specific Plans

Does the Council concur with the proposed approach to incorporate Specific Plans into the Hillside Overlay Exhibit Map, along with the corresponding cross-referencing framework?

Does Council concur that Specific Plans would supersede the general Hillside Ordinance if and when there are conflicting standards for Hillside Development?

4. Use Of Geographic Info. Systems (GIS) And Average Slope Formula

Geographic Information Systems (GIS)

GIS analyzes slope by using ground elevation data (such as Digital Elevation Models (DEMs)) to calculate slope at random points. It compares elevation changes across grid cells to create a slope map, showing

steepness as a percentage. GIS enables rapid and visual slope analysis; however, its accuracy relies on the quality of elevation data.

Pros

- It provides efficiency in that large areas can be analyzed quickly.
- It provides objectivity in that it reduces subjective or manual slope calculations.
- It combines easily with other spatial data (e.g., soils, vegetation, zoning).
- It provides greater precision when evaluating a subject site, especially with the sourcing of high-resolution data that is available from software vendors in the GIS industry.
- City staff widely use GIS on a daily basis.

Cons

- Slope algorithms vary slightly between software platforms, which may produce different results for the same dataset.
- Interpolation errors may arise when converting contour data into GIS data, resulting in slope distortions.
- Parcel boundaries rarely align perfectly with raster grids, which can introduce data distortions at the edge of a parcel.
- Small or narrow parcels may contain too few raster cells to allow for meaningful slope analysis, particularly at coarser resolutions.
- A property that might be just over the threshold of being subject to the hillside standard would lose the benefit of the more precise average slope formula that potentially places the property’s slope under the threshold.

Alternative Option - Average Slope Formula in conjunction with the use of AutoCAD

MDC Chapter 16.24 currently has an Average Slope Formula for determining the slope at a subject property. It is a commonly used method across municipalities (local examples include the Cities of Riverside, Menifee, and Calimesa, and Riverside County) to quantify the overall steepness of a parcel of land. This measurement is critical for determining land suitability for development, enforcing hillside regulations, and managing environmental impacts.

The average slope formula is defined as follows:

16.24.030 “Definitions”

Slope, Average. The method of determining average natural slope of land using the following equation:

$$\frac{L \times L \times .0023}{A}$$

L = Contour interval in feet.

L = Combined length in feet of contour lines measured on the project site.

.0023 = A constant that converts square feet into acres and expresses slope in percent.

A = Project site area in acres.

Pros

- It provides a simple and easy-to-calculate method using basic elevation and distance data.

- It provides a clear, single metric for comparing terrain steepness, especially if there is disagreement with the outcomes from a GIS analysis.
- Can be efficient for early planning, screening, or regulatory classification of sloped areas,
- AutoCAD and similar drafting programs are widely available and used by engineers and architects.

Cons

- Requires survey data from a process that may oversimplify terrain by masking local variations or steep sections.
- May not accurately represent irregular or complex topography.
- The results can vary depending on data resolution or calculation method.

Recommendation

As proposed, the use of Geographic Information Systems (GIS) mapping data is proposed to replace the traditional average slope calculation methodology. As presently proposed, in the event that there is a discrepancy or a dispute with how this information is documented, the City Engineer may permit an alternative method for demonstrating this information, such as a CAD-based program with the utilization of the Average Slope Formula.

Key Policy Question To Resolve Concerning Average Slope

Is there concurrence to use a City, GIS-generated slope map to replace the average slope formula approach, but allowing it to remain as an alternative?

Conclusion

In conclusion, by revisiting the original intent of these updates and carefully evaluating the best path forward, staff remains committed to developing clear, balanced, and practical standards for a future draft ordinance. These refinements are intended to support responsible hillside development that aligns with the City's General Plan Goals and Policies, reflects community input, and facilitates a more efficient and transparent review process for all stakeholders.

The primary focus remains on revising development standards to make them clearer, more precise, and easier to apply at the project level for homeowners, project applicants, and staff. Simplifying the language and enhancing accuracy will help reduce confusion and streamline the review process, ultimately saving time and resources for homeowners and project applicants. These improvements are designed to create a more transparent and efficient system that benefits everyone involved.

At the same time, staff recognize the importance of recommending regulations that avoid placing undue burdens on homeowners and project applicants. The standards must strike a careful balance between protecting hillside areas while still enabling reasonable, achievable hillside development. This result would foster a responsible approach to the updates for responsible growth that respects existing environmental conditions while supporting the community's long-term vision to manage development in hillside areas.

Once the Key Policy Questions pertaining to ordinance applicability are resolved, the next workshop will concentrate on an in-depth review of standards related to hillside development, such as retaining walls and landscaping requirements. It will also cover any outstanding issues that need further discussion or evaluation to ensure all matters are fully addressed prior to returning with an ordinance for adoption.

FISCAL IMPACT

None.

ATTACHMENTS

1. Planning Commission Ordinance Introduction Staff Report, June 28, 2023
2. City Council Workshop 1 Staff Report, August 15, 2023
3. City Council Workshop 2 Staff Report, March 5, 2024
4. City Council Workshop 3 Staff Report, June 17, 2025
5. Citywide - Hillside Overlay Map Exhibit - With Specific Plans
6. Focused 1 - Hillside - Los Alamos Hills Area 1
7. Focused 2 - Hillside - Los Alamos Hills Area 2
8. Focused 3 - Hillside - Los Alamos Hills Area 3
9. Focused 4 - Hillside - Greer Ranch Area 1
10. Focused 5 - Hillside - Greer Ranch Area 2
11. Focused 6 - Hillside - Greer Ranch Area 3
12. Focused 7 - Hillside - Greer Ranch Area 4
13. Focused 8 - Hillside - Murrieta Hills Area 1
14. Focused 9 - Hillside - Murrieta Hills Area 2
15. Focused 10 - Hillside - Bear Creek Area
16. Focused 11 - Hillside - Copper Canyon
17. Focused 12 - Hillside - Westside
18. Draft Ordinance - Title 16 - Strikeout-Underline
19. Correspondence - Prior to Workshop 3



Planning Commission Meeting Agenda Report

Subject: Hillside Updates (DCA-2021-2396) to amend Chapters 8.20 and 15.52 of the Murrieta Municipal Code, and to amend the Murrieta Development Code (Title 16) for the purpose of revising and updating Chapters 16.08, 16.10, 16.11, 16.12, 16.13, 16.14, 16.18, 16.22, 16.24, 16.28 and new Sections 16.24.080, entitled "Exceptions", 16.24.090, entitled "Reserved", 16.24.100, entitled "Hillside Overlay Map", and 16.24.110, entitled "Prominent Ridgelines Map"

Date: June 28, 2023

Prepared by: Christopher Tracy, AICP, Senior Planner

Reviewed by: Carl Stiehl, Interim City Planner

Approved by: Jarrett Ramaiya, Deputy Development Services Director
David Chantarangsu, AICP - Development Services Director

RECOMMENDATION

1. Find that the proposed action is consistent with the Public Resources Code Section 21000 et. Seq. (the California Environmental Quality Act (CEQA)) pursuant to Title 14, Division 6, Chapter 3 of the California Code of Regulations (CEQA Guidelines), Section 15162 for the reasons specified in this report; and
2. Receive public comments; and
3. Adopt a Resolution (Attachment 1) recommending that the City Council introduce and place on first reading an Ordinance for the Title 16 updates reflective of Attachment 1.3 and Attachment 1.4 (Exhibits "C" and "D").

BACKGROUND

The City adopted a General Plan in 1994 following incorporation in 1991. At that time, it was determined that all development decisions were to continue using Riverside County's Ordinance No. 348 (Zoning) until such time that the City adopted its own zoning code, provided that the County's Ordinance No. 348 was not in conflict with the General Plan. For context, Title 16 of the Murrieta Development Code (Development Code) within the Murrieta Municipal Code (MMC) is the primary instrument for implementing the City's General Plan. It provides the City's regulations for the development and use of property within the City limits and provides standards for development, subdivisions, and other related land use activities.



In August 1996, the City Council retained a design consultant to assist with the development of a new zoning code. In September 1997, the City began the adoption process for the Development Code after holding several joint Planning Commission and City Council public workshops to receive public input and to identify development standards. In early 1998, the City implemented new zoning and development standards replacing Riverside County Ordinance No. 348. The new standards included hillside development. Other than minor updates in 2003, the City's hillside development standards have remained relatively unchanged since adoption.

When the standards were initially adopted, they were applied on a citywide basis and not specifically to designated hillside areas within the City. Further, the City did not have the ability to identify hillside areas on its own. At some point in time, a map of the City's hillside features was created which was not codified within the MMC. The information has been utilized in the past with respect to project review, but uncertainty remained regarding its accuracy. With changes in technology, the ability exists to identify hillside areas on a citywide basis with certainty using geographic information software commonly referred to as GIS.

Additionally, over time staff discovered inconsistent standards between existing Municipal Code sections that conflict with interpretations of the current standards. For example, Staff has received feedback from applicants that the City's hillside standards and general height standards are overly complicated and have not been consistently applied.

The overall goal of these updates is to re-draft the development standards into language that is more concise and accurate for applicants and staff. With these proposed modifications, staff anticipates that proposed modifications would improve readability, resolve code inconsistencies, incorporate best practices, and simplify standards to make them more user-friendly to staff and applicants.

City Council directed staff at its annual priority goals workshop on March 29, 2022, to review the hillside development standards as there were concerns about how it was being interpreted. For reference, the City's existing hillside development standards are contained in Chapter 16.24 "Hillside Development" of the Development Code. The proposed updates were recently reviewed and approved by the Riverside County Airport Land Use Commission (Attachment 2). Lastly, a webpage was created for the proposed modifications to inform the public about the proposed changes at the following link on the City's website: <https://www.murrietaca.gov/1314/Hillside-Ordinance-Updates>.

Development Advisory Group

On August 25, 2022, staff presented an overview of proposed changes to the Development Advisory Group (DAG) to receive feedback on proposed standards. The consensus from the group was that the proposed standards will be beneficial in clarifying the applicability of hillside standards. Staff notes it also had the benefit of consultant assistance through a grant program administered by the Western Regional Council of Governments (WRCOG). Within the parameters of this grant program, staff was able to obtain updated graphic images as provided within the draft Ordinance by working with PlaceWorks, at no cost to the City.



Planning Commission Workshop 1

This item was continued from the December 14, 2022 meeting. No report or presentation was provided.

Planning Commission Workshop 2

On January 25, 2023, staff presented proposed changes to the Planning Commission in a workshop format to review the current and proposed standards ahead of a future public hearing. The purpose of this effort was to receive feedback on the more substantial issues with current MMC provisions and potential standards. Below is an overview of these **Discussion Items**:

1. Code conflicts for measuring building height, and staff's recommendation to use an specific grade reference point that accounts for topography.
2. Hillside mapping using Geographic Information Systems (GIS) software.
3. Removal of the Average Slope Calculation from the Development Code and replacement with GIS information for identification of slope contours using 2-foot contour data.
4. Ridgeline mapping using GIS software for identification of these locations and application of techniques for development screening at ridgeline locations.
5. Updated standards for retaining walls, both inside and outside hillside areas.

The other items presented by staff were potential techniques to improve the readability of the existing MMC, examples of graphics that could be incorporated, highlights of areas to resolve code inconsistencies, ways to incorporate best practices, and suggestions from staff on how to simplify the standards to make them more user-friendly to both staff and applicants.

Due to time constraints from the robust discussion from both the public and Planning Commission, there was not enough time to cover the proposed retaining wall updates. Staff will cover this in more detail within the Analysis portion of this report. Comprehensively, all of the updates for consideration which relate to the hillside development standards are included in the draft Ordinance.

Community Outreach Workshop

On April 11, 2023 at the Alderwood Park Clubhouse, staff hosted a presentation on the existing and proposed hillside standards. Staff held the workshop to obtain additional feedback from the community on the proposed hillside development standards. This additional outreach was conducted per direction from the prior Planning Commission meeting for further community input and transparency. Areas that were covered were inclusive of existing and proposed Hillside Overlay applicability, height allowances for structures, height measurement criteria, hillside slope applicability, average slope calculation, prominent ridgelines, and retaining wall criteria. Lastly, staff provided some time for questions/answers at the end of the presentation for feedback.

Overview - Greer Ranch and Copper Canyon Specific Plans

It should be noted that portions of the proposed Hillside Area Overlay cover both the Greer Ranch and Copper Canyon Specific Plans areas. For context, a Specific Plan is a planning document that implements the goals and policies of the Murrieta General Plan. Specific Plans serve as



standalone planning documents with their own unique development standards within a defined area. This would include their own development standards for hillside areas. Areas with adopted specific plans would be excluded from any changes to the hillside regulations, except where noted.

Greer Ranch

With the implementation of the Greer Ranch Specific Plan, it was described as “...the site is characterized by two valleys created by three northeast to southwest trending ridgelines. Elevations range from 1,560 to 2,160 feet above mean sea level. A highlands area is created by the hills in the northwestern portion of the Site. **Development will be primarily restricted to areas of less than 25 percent slope** (Greer Ranch Specific Plan, Page 1).” Given this standard in the specific plan, a project would avoid areas over 25 percent slope within Greer Ranch that would otherwise be considered a “Hillside Area” under the City’s hillside development standards.

When reviewing projects within the Greer Ranch Specific Plan on the steeper hillside areas of the plan area, there are provisions for limited pad grading and landform grading techniques. This mirrors the same approaches as provided in the Citywide Development Code: “...The Estate Residential use areas (Planning Areas 6 and 7) are characterized by more steeply-sloped, visible hillsides, particularly in the northwest portions of the Site. Limited pad grading and other minimal grading techniques, in addition to landform grading, will be stressed in the design of development within these areas (see Exhibit 12). A key factor affecting the grading here is access, which is provided with a modified "Mountain Local" road designed to minimize grading and reduce landform impacts (Greer Ranch Specific Plan, Page 34).”

Copper Canyon

As described within the Specific Plan “...The prominent ridgelines and hillsides onsite are preserved in open space. Adherence to special hillside grading design criteria and development standards is required in the adjacent development areas to minimize and soften transitional grading impacts. (Copper Canyon Specific Plan, Page 290).”

Furthermore, “...A slope analysis of the site was prepared early in the planning process to determine the site development opportunities and constraints. The analysis evaluated slopes of 0-15%, 16%-20%, 25% and 50% with an emphasis on slopes of less than 25% as a benchmark for determining developable areas and preservation requirements. **Areas of 25% slope or greater are largely avoided.**”

The preservation of visually prominent ridgelines and steep hillside areas is a major design feature of the Specific Plan, supported by a comprehensive set of hillside grading, infrastructure, land use, and landscaping design standards and guidelines (Copper Canyon Specific Plan, Page 292).” Similar to Greer Ranch, Copper Canyon would also avoid those areas considered a “Hillside Area” under the citywide development standards.

In addition, the Specific Plan does have provisions for consistency with the hillside development standards when implemented: “...Based upon a directive from the City’s General Plan process a Hillside Overlay Zone (HOZ) was developed to identify prominent hillside and ridge line features of the City. The HDO establishes policies for the treatment of areas identified as being within or adjacent to the HOZ. A portion of the Copper Canyon site associated with the escarpment has been included in the HOZ and is subject to the provisions of the HDO.



To ensure that the development of the proposed specific plan will be consistent with the HDO, the portions of the project site subject to the provisions of the HDO were identified. While much of the project site is proposed for open space uses where the HOZ is identified, Planning Area 1, Planning Area 2, Planning Area 16 (the golf course), and Planning Area 18 (the golf clubhouse, under the “Golf Course Alternative”) are largely located within the HOZ (Cooper Canyon Specific Plan, Page 40).”

ANALYSIS

The following analysis covers the major proposed modifications that were previously discussed at both the Planning Commission and Community Workshops, as well as, a summary of the more non-substantive modifications.

Summary of Code Changes – Chapters 8.20 and 15.52 (For Informational Purposes Only – Limited to City Council Review) (Attachments 1.1 and 1.2):

- **Updates to Section §8.20.030 “Declaration of Nuisance”**
 - Code Enforcement Division’s request to address revegetation of sloped areas after a catastrophic event.
 - Following a catastrophic event causing a loss of vegetation (i.e. wildfire, landslide, etc.), all impacted sloped areas of a subject parcel shall be revegetated to prevent further erosion pursuant to Section 16.28.080 “Landscaping Standards”.

- **Updates to Section §15.52.020 “Definitions” for Consistency**
 - Clarification of a definition for “Hillside Area” and “Hillside Site” for consistency with the proposed updates under Chapter 16.
 - “Hillside Area,” means those areas specifically designated in a Hillside Overlay as adopted by the City.

Summary of Code Changes – Title 16 (Attachments 1.3 and 1.4):

The proposed code changes are intended to clarify existing Hillside Development regulations and applicability, remove redundancies, clarify code sections, and streamline review processes where applicable. A summary of the changes proposed is reflected below. The modifications as described below run parallel with the order of the attached Ordinance Amendment:

- **Updates to Development Standards Table Updates: Tables 16.08-3, and 16.08-4**
 - Addition of footnotes on where someone would go to find the maximum building height and if the property is within a “Hillside Area”.
 - Updates Section §16.08.020 “Residential Districts General Development Standards”, Table 16.08-03 “Residential (Single-Family) Zones General Development Standards” refers back to this footnote.



- Updates Section §16.08.020 “Residential Districts General Development Standards”, Table 16.08-04 “Residential (Multi-Family) Zones General Development Standards” refers back to this footnote.
- **Updates to Section §16.08.030.5.c “Single-family Residential Design Standards and Design Features”**
 - Provides a new cross-reference from Section §16.08.030.5.c “Single-family Residential Design Standards and Design” to Section §16.22.070(F) “Retaining Walls” for someone to locate retaining wall criteria.
- **Updates to Section §16.08.040.7.c “Multi-family Residential Design Standards”**
 - Provides a new cross-reference from Section §16.08.040.7.c “Walls” to Section §16.22.070(F) “Retaining Walls” for the centralized retaining wall criteria.
- **Development Standards Table Updates: Tables 16.10-2, 16.11-2, and 16.12-2**
 - Addition of footnotes on where to go to find the maximum building height and if the property is within a “Hillside Area”.
 - Section §16.10.020 “Commercial District General Development Standards”, Table 16.10-2 “Commercial Zones General Development Standards Requirements” refers to this footnote.
 - Section §16.11.020 “Office Districts General Development Standards”, Table 16.11-2 “Office Districts General Development Standards” refers to this footnote.
 - Section §16.12.020 “Business Park and Industrial Districts General Development Standards”, Table 16.12-2 “Business Park and Industrial Zones General Development Standards” refers to this footnote.
- **Updates to Section §16.12.030 “Business Park and Industrial Zoning Districts Design Standards”**
 - Provides a new cross-reference from Section §16.12.030.4.d “Screen Walls/Fencing” to Section §16.22.070(F) “Retaining Walls” for the centralized retaining wall criteria.
- **Development Standards Table Updates: Tables 16.13-2 and Table 16.14-2**
 - Provides footnotes on where to go to find the maximum building height and if the property is within a “Hillside Area”.



- Section §16.13.020 “Innovation District General Development Standards”, Table 16.13-2 “Innovation District General Development Standards” refers to this footnote.
- Section §16.14.010 “Purpose”, Table 16.14-2 “Special Purpose Districts General Development Standards” refers to this footnote.
- **Updates to Section §16.18.080 “Height Measurement and Height Limit Exceptions”**

Please Note: Covered Under Discussion Item 1 from 1/25/23 PC Workshop

Background:

This standard creates ambiguity as to when the City’s Hillside Development standards apply. Relatedly, Chapter 16.24 could be misapplied beyond the maximum slope height criteria as identified under Section 16.18.080 “Height Measurement and Height Limit Exceptions”. Staff is aware of an inconsistent interpretation that has been raised regarding how an applicant would measure a slope under a 14.3 percent slope (one-foot rise or fall in 7 feet). The measurement for a building pad would remain unchanged with these proposed modifications.

Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 1**. Staff suggested the below updates as they would provide uniform standards for measuring height on a slope and pad irrespective of a given percentage. Outside of the Hillside Overlay area, the maximum height would be based on the underlying zone maximum height criteria. If a project is located within the mapped Hillside Overlay area, then a 30-foot maximum height would apply to those to those areas greater than 25 percent. The direction to staff from the Planning Commission was that this approach was agreeable for incorporation into the Ordinance amendment.

Community Workshop – 4/11/23:

This issue area was presented for a second time at the hosted community workshop. The feedback from the group was positive and felt the proposed modifications were easier to implement versus the current criteria.

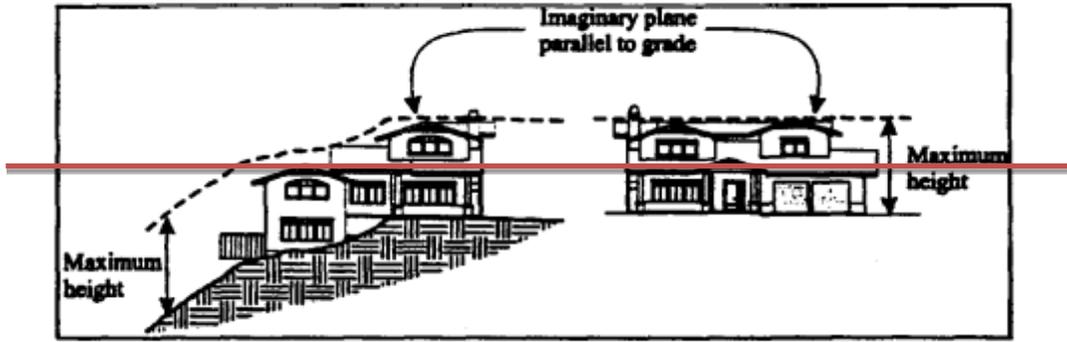
Proposed Modifications / Discussion:

Section 16.18.080 (Height Measurement and Height Limit Exceptions) of the Murrieta Municipal Code is hereby amended to read as follows:

All structures shall meet the following standards relating to height, except for fences and walls, which shall comply with [Chapter 16.22](#) (Fences, Hedges, and Walls).

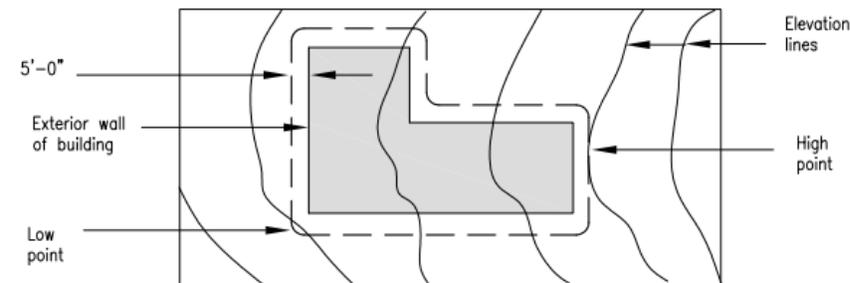
A. Maximum Height. The height of structures shall not exceed the standard established by the applicable zoning district in Article II (Zoning Districts and Allowable Land Uses) or for structures within a Hillside Area under Section 16.24.020.A. In addition, the Mmaximum height for structures on a specific parcel shall be measured as ~~follows: the vertical distance from finish grade to an imaginary plane located the allowed number of feet above and parallel to the finish grade.~~

**FIGURE 3-1
HEIGHT MEASUREMENT**



1. Establishing the high point and low point on the property as reference grade points as follows:

a. A measurement is taken from the lower of existing or proposed grade, 5 feet away from the lowest grade point around the structure in accordance with Figure 16.18-1. This point shall be the low reference grade point. The highest point anywhere on the structure may not exceed the elevation of that low grade point by more than the allowable height plus the grade differential between the low point of structure and high point of structure (excluding items as detailed under Section 16.18.080(B) (Exceptions to Height Limits)), but in such case where the actual grade differential exceeds 10 feet, only a maximum of 10 feet may be added to the maximum allowable height per the zone. The measurement is the difference in elevation between the highest and the lowest adjacent ground elevation surrounding the building.



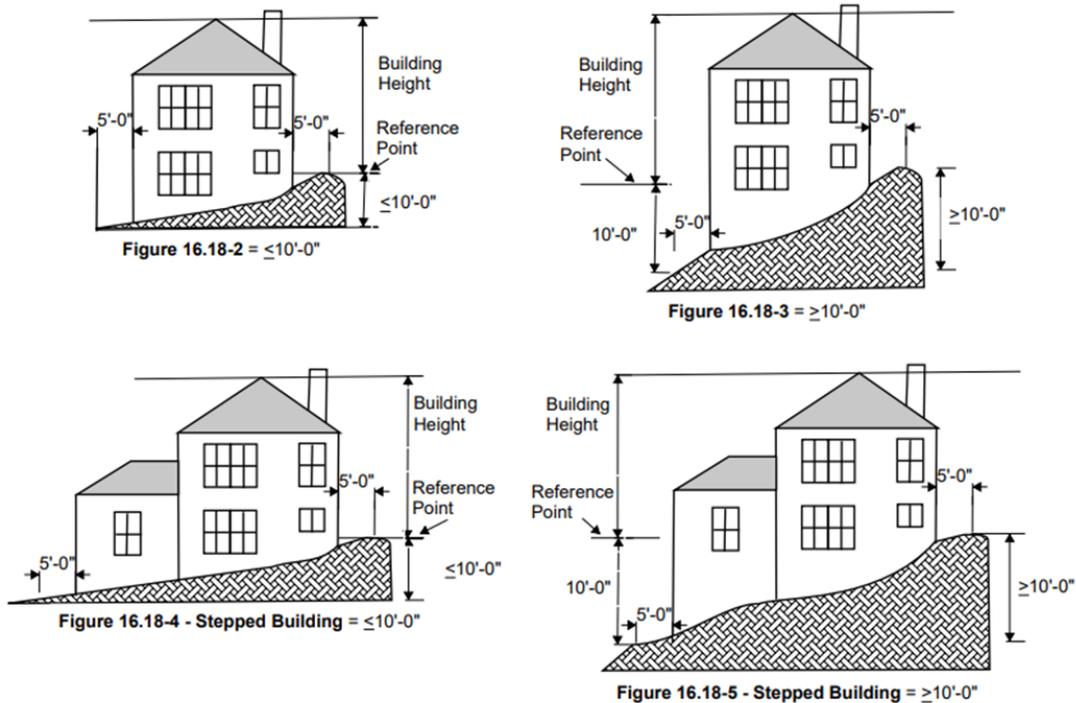
**FIGURE 16.18-1
MEASUREMENT LOCATIONS**

b. If the difference in elevation is 10 feet or less, the reference grade point is established at the highest adjacent ground elevation. See Figure 16.18-2. If the difference in elevation is greater than 10 feet, the reference grade point is established at 10 feet above the lowest adjacent ground elevation. See Figure 16.18-3. For stepped



or terraced buildings, the building height is the overall height as illustrated in Figures 16.18-4 and Figure 16.18-5.

Height Measurement on a Slope



FIGURES 16.18-2, -3, -4, -5 MEASUREMENT CRITERIA

c. For a project with a proposed pad configuration, the height of the structure measured by the vertical distance from the finished grade to the height of the roof line. See Figure 16.18-6.

- The structure height measurement is the difference in elevation between the highest and the lowest "Adjacent Ground Elevation" located five feet from the building. If the actual grade difference exceeds 10 feet, a maximum of 10 feet may be added to the maximum allowable height per the zone to accommodate areas such as crawl spaces. Additionally, staff is proposing under this scenario, chimneys, vent pipes, etc. would be permitted to exceed this limit up to 15 percent as provided currently under MMC §16.18.080.C. - "Exceptions to Height Limits." This approach reduces grading in some respects and promotes a grading design that follows natural grades.
- If the difference in elevation is 10 feet or less, the reference grade height is established at the highest "Adjacent Ground Elevation". **Figures 16.18-2 and 16.18-4.**



- If the difference in elevation is greater than 10 feet, the reference grade height is established at 10 feet above the lowest “Adjacent Ground Elevation”. **Figures 16.18-3 and 16.18-5.**
- Provides some flexibility to account for some subterranean areas that one would encounter on a sloped property (i.e. crawl space areas below a stem wall).
- Provides some flexibility for someone to have a covered elevated deck or balcony within this height envelope.
- For where there are steeper slopes, where the elevation difference is 10 feet or greater, the measurement envelope tightens as height would pull back with the slope. This would minimize the overall height.
- For gentler slopes where there is a differential of less than or equal to 10 feet, it accounts for slight variation at a building site.
- On a very steep lot, it may limit the height of the building on the highest uphill side.

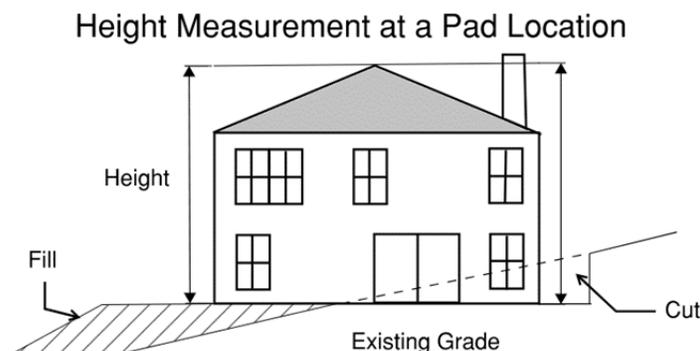


FIGURE 16.18-6
MEASUREMENT WITH PAD CONFIGURATION

~~**B. Structures on Sloping Parcels.** Where the average slope of a parcel is greater than one foot rise or fall in 7 feet of distance from the street elevation at the property line, structure height shall be measured in compliance with Chapter 16.24 (Hillside Development).~~

~~**CB. Exceptions to Height Limits.** Exceptions to the height limits identified in this development code shall apply in the following manner:~~

~~**1. Roof-mounted Features.** Roof-mounted features including chimneys, cupolas, clock towers, elevator equipment rooms, equipment enclosures, and similar architectural features shall be allowed, up to a maximum of fifteen (15) feet above the allowed structure height. The total square footage of all structures above~~



the heights allowed in the zoning districts shall not occupy more than twenty-five (25) percent of the total roof area of the structure. Greater height or area coverage may be allowed subject to the approval of a minor conditional use permit in compliance with [Chapter 16.52](#).

2. Parapet Walls. Fire or parapet walls may extend up to four feet above the allowable height limit of the structure.

3. Public Assembly, Hotels, Class "A" Office and Public Structures. Places of public assembly including churches, schools, assembly halls, Class "A" office buildings greater than three (3) stories, hotels and other similar structures may exceed the established height limit by one (1) foot for every two (2) feet that the minimum required front, rear and side yard setbacks are increased. The increase in the front, rear and side yard setbacks is determined by averaging the total of the increased building setbacks at the closest point on all sides. The maximum additional height allowed is thirty (30) feet above the height limit established for the applicable zoning district. This exception shall not apply when the site is adjacent to single-family zoned property. This exception may be used in conjunction with the height exception for rooftop equipment.

4. Telecommunications Facilities. Telecommunication facilities, including antennae, poles, towers, and necessary mechanical appurtenances, may be authorized to exceed the height limit established for the applicable zoning district, subject to the approval of a conditional use permit in compliance with [Chapter 16.52](#).

5. Basement. [A basement is defined as a story that has its floor surface below the adjoining finished grade as both conditioned and unconditioned space per the California Building and Residential Codes.](#)

...

- For a proposed building pad location, the height of the building is the vertical distance from the finished grade to the height of the roof line.
 - The finished grade is a known metric and easily identifiable element.
 - This mirrors the current standard and it is a simple approach for both a project applicant and City staff.
 - This is a relatively easy standard for an applicant to show compliance with elevations and height measurements on a standard set of plans.
- **Updates Section §16.18.140.D.4.b “Setback Regulations and Exceptions”**

Please Note: Covered Under Discussion Item 5 from 1/25/23 PC Workshop

Background:

Presently, Section §16.18.140.D.4.b refers to two retaining wall standards with one standard facing outward and inward; however, it is missing some other wall components that are needed to address line-of-sight and visibility triangles, required offset for step-



back, general design criteria, and a cross-reference to retaining wall criteria in Hillside Areas.

- Makes our existing standards easier to follow for applicants and staff for retaining wall criteria.
- Applies Citywide

Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 5**. As mentioned in the introduction, due to time constraints from the robust discussion from both the public and the Planning Commission; there was not enough time to cover the proposed retaining wall updates at the Planning Commission Workshop on January 25, 2023.

Community Workshop – 4/11/23:

This issue area was presented at the hosted community workshop. The feedback from the group was that having Table 16.18-2 and having the existing parameters consolidated into one table would be easier for staff and project applicants to follow. Having the retaining wall offset at 12 feet in height was positively received as well.

Proposed Modifications:

TABLE 16.18-2 RETAINING WALLS - NON-HILLSIDE AREAS	
Criteria	
<u>Facing Outward Within Front or Street-Side Setback</u>	<u>For residential, mixed-use locations, commercial, and industrial, retaining walls within a front yard or street-side setback shall not exceed four feet in height.</u>
<u>Facing Inward</u>	<u>Retaining walls up to six feet in height may be located within a required setback provided the exposed side of the wall faces into the subject parcel and shall incorporate landscaping to screen the wall(s).</u>
<u>Line-of-Sight Locations/Visibility Triangles</u>	<u>For any required line-of-sight locations or visibility triangles, a maximum of thirty inches in height shall be permitted.</u>
<u>Six Feet or Greater - Retaining Wall Facing Outward</u>	<u>Retaining walls six feet or greater in height shall be subject to the same setback</u>



	requirements as the main structure in the applicable zoning district and shall incorporate landscaping to screen the wall(s).
Required Offset	At twelve feet in height, a retaining wall shall be separated by a minimum of six feet horizontally to accommodate landscaping.
Design Criteria	Refer to Section 16.22.070(F) (Retaining Walls).
Retaining Wall(s) within Hillside Areas	Refer to Table 16.24-2 (Retaining Walls – Designated Hillside Areas)

Discussion:

To walk through the proposed parameters:

First, for the first row, with a retaining wall facing outward within the front or street-side setback, an applicant would be looking at a 4-foot maximum height. This would be for walls within a required front or side setback. Past the setback line, a retaining wall can be as tall a structure for that underlying zone. This is the current standard. For the second row, with a retaining wall facing inward, an applicant would be looking at a 6-foot maximum height. An example would be a parking area at a lower elevation than the street. For the third row, for any line-of-sight areas, a proposed maximum height would be thirty inches for safety issues for vehicle visibility. This is consistent with current standards for this design by engineering but just reinforced here. For the fourth row, for a retaining wall six feet or greater would be subject to the same setback requirements as the main structure. No change in comparison to the current standard. For the fifth row, staff proposes a required offset at twelve feet in height. The retaining wall offset would be separated by a minimum of six feet horizontally in width to accommodate landscaping. This situation is concerning to staff for aesthetic reasons, as it can lead to the creation of large retaining walls with hard edges without landscaping. The idea here was to provide for additional landscaping to help soften tall retaining walls as shown in the images below.



For the sixth row and fourth rows; this is just a cross-reference to the uniform retaining wall design criteria and for retaining walls in the Hillside Overlay which have their own criteria. This will be covered further within this report.

- **Minor Table Numbering Update: Table 3-3 to become renumbered Table 16.22-1**
 - Renumbers Table 3-3 to Table 16.22-1 (Maximum Height of Fences, Hedges, and Walls).
 - This would be in-line with other recent table numbering updates within the MMC.
- **Updates to Section §16.22.040 “Exceptions to Height Limitations”**
 - Minor updates to the title to note “Non-Retaining”.
 - Intention for this update is to clarify that the exceptions under this Section are applicable to non-retaining walls and not all walls.
- **Updates to Section §16.22.050 “Measurement of Fence or Wall Height”**
 - The objective here is to clarify the measurement criteria under Section §16.18.080 (Height Measurement and Height Limit Exceptions) is to utilize the standards under Chapter 16.24 for parcels located within the Hillside Overlay.
 - Provides parameters for when there is a difference in the ground level between two adjacent parcels and how that is determined.
- **Updates to Section §16.22.060 “Walls Required Between Different Zoning Districts”**
 - Clean-up of criteria and errors in the MMC with respect to wall criteria between Business Park (BP), General Industrial (GI), or General Industrial-A (GIA) Zones.



- Incorporation of Innovation (INN) Zone fencing criteria in alignment with existing wall standards. This is presently absent.
- Provides for pedestrian and vehicle access standards within the INN Zone with a few exceptions for pedestrian access.
- **New Section §16.22.070.F “Retaining Walls”**

Please Note: Covered Under Discussion Item 5 from 1/25/23 PC Workshop

Background:

It was brought to staff’s attention through internal dialog with the Planning Division that Section §16.22.070 is lacking design criteria for retaining walls; however, it covers other general wall and fencing requirements. This lack of clarity has created issues for both project applicants and City staff when reviewing a development project. To help resolve this, staff is proposing a new centralized design section.

- Makes our existing standards easier to follow for applicants and staff.
- Applies Citywide.
- Provides a variety of design choices.

Planning Commission Workshop – 1/25/23:

Similar to the other retaining wall items, this was to be presented at the Planning Commission Workshop under **Discussion Item 5**. As previously noted, there was not enough time to cover this item. Below is a synopsis of the proposed updates.

Community Workshop – 4/11/23:

This issue area was presented at the hosted community workshop. The feedback from the group was positive and the group was in agreement with the proposed modifications as presented.

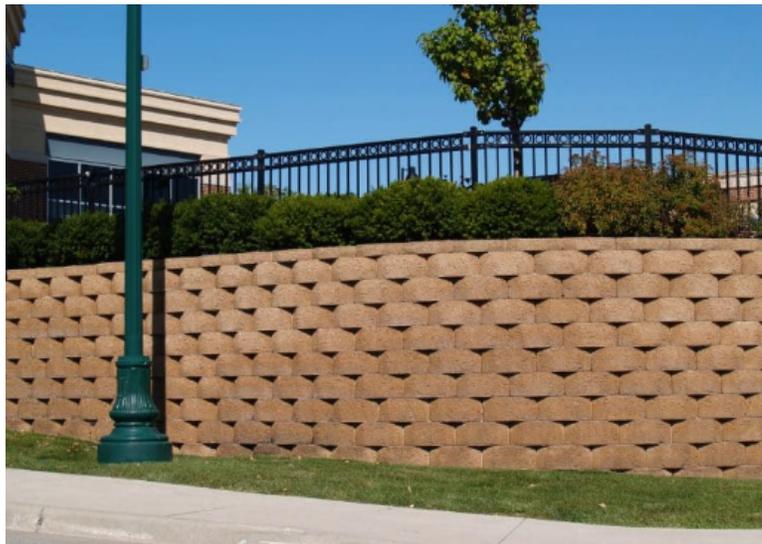
Proposed Modifications / Discussion:

To highlight the proposed modifications:

- Providing cross-referencing of unifying standards for all zones with respect to retaining walls for design consistency under Section §16.22.070.F “Retaining Walls”.
- Retaining walls may be used to reduce grading, preserve natural, features, or increase soil stabilization.



- Crib walls, keystone, loffelstein walls, and other similar living wall systems are a design option as long as it can be demonstrated on the project plans that the walls are structurally acceptable and provisions are provided for acceptable landscaping.





Such walls would be subject to the following standards:

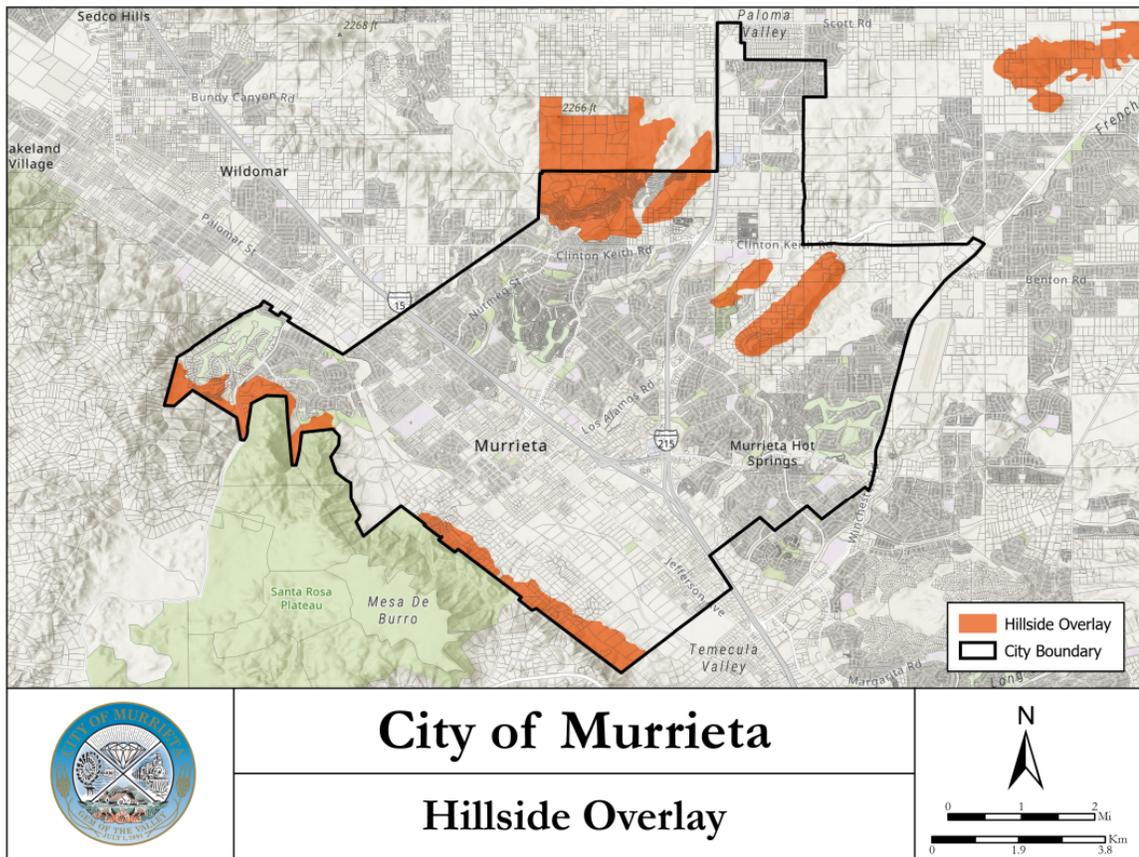
- Utilize a curvilinear slope pattern consistent with the appearance of the natural hillside terrain.
- Be planted with landscape material suitable for the climate and wall exposure relative to the sun.
- The color palette and materials selected for the retaining wall would be required to blend in with the adjacent hillsides and landscape plant palette.
- Walls and fences would incorporate materials and colors used with adjacent structures. All materials used to construct the retaining wall(s) would consist of either: native stone, poured-in-place concrete, precast concrete block, color treated, textured or veneered to blend in with the surrounding natural colors and textures of the existing landscape and native plant materials.
- Walls and fencing visible from the public right-of-way would be designed to provide variation in placement, use of planters, differing materials, and modulation of the wall plane.
- Walls and fences would follow landform grading shapes and contours.
- Use of tubular steel or wrought-iron safety fencing may be necessary in conjunction with these wall locations for landscape safety maintenance personnel. Placement shall be consistent with the California Building Code and related codes.
- **Minor Modifications to Section §16.24.010 “Purpose”**
 - Minor typographical updates with capitalization and italicizes to reference a given definition.
- **Updates to Section §16.24.020 “Applicability”**



Please Note: Covered Under Discussion Item 2 from 1/25/23 PC Workshop

Background:

The issue is MMC §16.24.060.A under “Hillside Slope Categories” applies the “Hillside Condition” to all natural slopes within the threshold of 25% slope up to 50% slope throughout the City (no development is permitted on slopes over 50%). Staff understands that the intent of this original criteria was for it to be limited to mapped areas (see below image and Attachment 3) within the Hillside Overlay, not on a citywide basis. The other issue is that this map was never codified within the MMC, which should have been the case for ease of reference for project review for both City staff and project applicants.



Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 2**. Staff suggested the following updates to limit the applicable criteria to those mapped area within the Hillside Overlay that are 25 percent or greater area and utilize the City’s GIS to have this mapped at two-foot contours for project review. Planning Commission concurred with this approach.



Community Workshop – 4/11/23:

This issue area was presented for second time at the hosted community workshop. The feedback from the group was positive and felt the proposed modifications to have this mapped and codified within the MMC would work with consensus from the group.

Proposed Modifications / Discussion:

Staff believes with implementation of the following modifications it will bring clarity to the issue:

- Utilization of Geographic Information System (GIS) for identification of mapped “Hillside Areas”.
- Updates to MMC which address the existing discrepancy with a 20 percent slope being referenced, versus the 25 percent slope as described for the Hillside Overlay Area. This has been a key issue of misunderstanding and applicability in the past with respect to project review.
- Updates to Section §16.24.020. The updates here help clarify that hillside overlay criteria only applies to those areas that are located within the Hillside Overlay.



- **Updates to Section §16.24.030 “Definitions”**

Removal of Average Slope Calculation

Please Note: Covered Under Discussion Item 3 from 1/25/23 PC Workshop

Background:

As part of the definitions updates it has been brought to staff’s attention the below calculation may have been misinterpreted or misapplied for determining a slope.



~~**Slope, Average.** The method of determining average natural slope of land using the following equation:~~

~~$$\frac{L \times L \times .0023}{A}$$
 where~~

~~— A~~

~~L = Contour interval in feet.~~

~~L = Combined length in feet of contour lines measured on the project site.~~

~~.0023 = A constant that converts square feet into acres and expresses slope in percent.~~

~~A = Project site area in acres.~~

Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 3**. Staff suggested the removal of this formula. This was based on the fact that with today's technology, this formula is no longer necessary by using the City's GIS using two-foot contours. The Planning Commission concurred with this approach.

Community Workshop – 4/11/23:

This issue area was presented for a second time at the hosted community workshop. The feedback from the group was positive and they felt the removal of the formula from the MMC would work.

Proposed Modifications / Discussion:

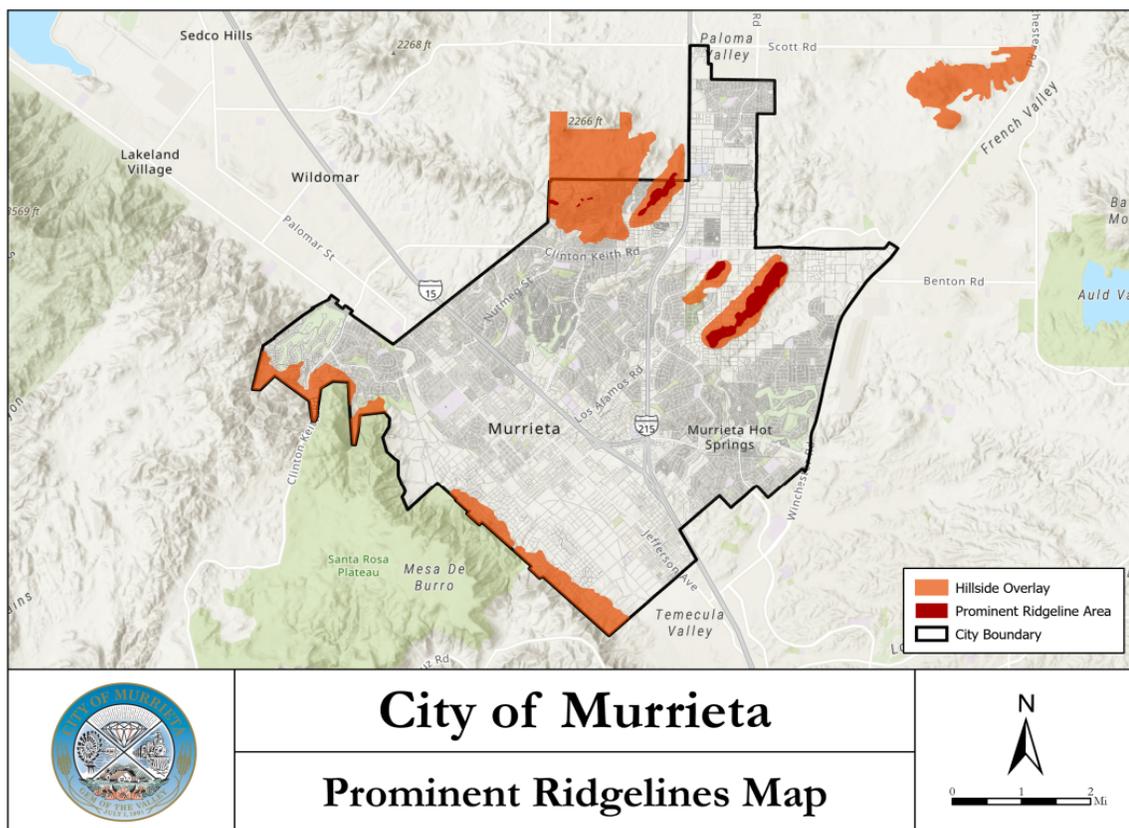
The proposed modifications would remove this formula. As mentioned within the introduction portion of this discussion item, with today's technology, this formula is no longer necessary in the MMC and the slope criteria can be mapped utilizing the City's GIS service using two-foot contours. This will be beneficial to project applicants and City staff in reviewing projects since it simplifies the analysis.

Prominent Ridgeline Updates – Part 1

Please Note: Covered Under Discussion Item 4 from 1/25/23 PC Workshop

Background:

An issue that has come is the misapplication of Prominent Ridgelines. The Definitions section currently provides very vague language in defining where these locations are. This lack of clarity could create issues for both project applicants and City staff when reviewing a future project that lies within these areas. A potential solution would be to identify these locations within the Prominent Ridgelines Map (See below image and Attachment 4) and more precisely on the City's GIS.



Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 4**. With these updates, there was some concern from residents that have property within the Los Alamos Hills area by having this mapped, it may limit future development at these locations. Their contention was that it should only apply to those mapped areas that are conserved for open space and not to existing developed ridgeline properties within the Hillside Overlay. From this dialog, Planning Commission directed staff to host a community workshop to discuss this item further with residents. The last takeaway from this was that the Planning Commission was in favor of using GIS technology to have these areas mapped and codified within the MMC.

Community Workshop – 4/11/23:

This discussion item was presented at the hosted community workshop. The feedback from the group was much the same as Planning Commission. Again, it was noted that these locations should only apply to those mapped areas that are conserved for open-space and not to existing developed ridgeline properties within the Hillside Overlay.

Proposed Modifications / Discussion:



With these updates, staff does not foresee by having these locations mapped using both GIS and codified within an MMC, it would result in a barrier to future development at these locations. It will be a helpful tool for site analysis for both City staff and project applicants with respect to these locations when reviewing future proposals. Additionally, staff is proposing enhanced landscaping at these locations which will be covered in greater detail under Section §16.24.060 “Hillside Development Standards” within this report.

Other Definition Updates

- Provides new definitions consistent with other portions of the MMC including “City”, “City Engineer”, “City Manager”, and “Director”.
- Corrects/updates existing definitions consistent with other portions of the MMC.
- Updates provided to Figure 16.24-1 (Slope Examples) with the inclusion of a new 4:1, 25 percent slope example and clearer graphics.
- **Updates to Section §16.24.040 “Application Submittal Requirements”**
 - Updates to Section §16.24.040. This covers existing standards for the submittal of a natural features map, a conception grading plan, a drainage map, a slope analysis map, slope profile drawings, data sources, provisions for a geotechnical report, objective design guidelines, criteria for when no grading is required, and additional information that may be needed.
 - The proposed language is moving from a subjective interpretation to objective standards. This is consistent and required with recent State housing legislation.
- **Updates to Section §16.24.050 “Project Review Procedures”**
 - Cross-referencing to the Hillside Overlay Map for applicability.
 - Clarification of “Commission” to mean “Planning Commission”.
 - Updates with referencing to objective criteria consistent with recent State housing legislation, versus existing subjective criteria and requirements.
- **Updates to Section §16.24.060 “Hillside Development Standards”**

Retaining Wall Updates – Part 2

Please Note: Covered Under Discussion Item 5 from 1/25/23 PC Workshop

Background:



Similar to the approach for covering the updates proposed under the Citywide retaining walls updates which was covered earlier within this report, staff is suggesting the addition of a new table to make both the existing and proposed standards easier to follow for applicants and staff within 25 percent or greater areas within the mapped Hillside Area overlay.

E. Walls and Fences.

<u>TABLE 16.24-2</u> <u>RETAINING WALLS – DESIGNATED HILLSIDE OVERLAY</u> <u>AREAS</u>	
<u>Criteria</u>	
<u>Up to Three Feet Within Front or Street-Side Setback</u>	<u>Walls within the required front yard or street-side setback shall not exceed three feet in height, shall be separated by a minimum of three feet, and shall incorporate landscaping to screen the wall(s).</u>
<u>Line-of-Sight Locations/Visibility Triangles</u>	<u>For any required line-of-sight locations, or visibility triangles, a maximum of thirty inches in height shall be permitted.</u>
<u>Up to Six Feet.</u>	<u>Where multiple terraced retaining walls are designed to retain larger slopes, they shall not exceed six feet in height. Refer to Figure 16.24-2.</u>
<u>Over Six Feet</u>	<u>Prohibited</u>
<u>Over Six Feet and as Part of Structure.</u>	<u>Walls that are an integral part of the primary structure may exceed six feet in height; however, their visual impact shall be mitigated through <i>contour grading</i> and landscape treatment. Refer to Figure 16.24-3.</u>
<u>Required Offset</u>	<u>At six feet in height, a retaining wall shall be separated by a minimum of six feet horizontally. Refer to Figure 16.24-2.</u>
<u>Design Criteria</u>	<u>Refer to Section 16.22.070.F (Retaining Walls).</u>



~~—1. Retaining walls, not exceeding six feet in height, may be allowed to reduce grading, preserve natural features, or increase soil stabilization. Within the required front yard setback, individual retaining walls shall not exceed three feet in height.~~

~~—2. Where multiple (terraced) walls are designed to retain larger slopes they shall not exceed six feet in height and shall be separated by a minimum of six feet horizontally. A maximum of two walls shall be placed together. Walls within the required front yard setback shall not exceed three feet in height and shall be separated by a minimum of three feet and shall incorporate landscaping to screen the wall(s).~~

Planning Commission Workshop – 1/25/23:

Similar to the other retaining wall items, this was to be presented at the Planning Commission Workshop under **Discussion Item 5**. As previously noted, there was not enough time to cover this item. Below is a synopsis of the proposed updates.

Community Workshop – 4/11/23:

This issue area was presented at the hosted community workshop. The overall feedback from the group was positive and the group was in agreement with the proposed modifications as presented.

Proposed Modifications / Discussion:

The proposed standards here would apply only to designated Hillside Areas. To walkthrough the above table, for the first row above, for a retaining wall within the front or street-side setback, a 3-foot maximum height would be permitted. This reflects the current standard with the additional of the street-side criteria. For the second row, for any line-of-sight areas, a proposed maximum height would be thirty inches for safety issues. This is consistent with current standards for this design by engineering, but just reinforced here. For the third row, a 6-foot maximum height would be set for terraced walls. This is consistent with the current standard. For the fourth row, for a retaining wall over 6-feet and as part of structure may exceed six feet in height; however, their visual impact shall be mitigated through contour grading and landscape treatment. This is also consistent with the current standards. For the sixth row, at 6-feet in height, a retaining wall shall be separated by a minimum of six feet horizontally in width. This is consistent with the current standard. For the last row, this is just a cross-reference to the uniform retaining wall design criteria that was described earlier within this staff report.

Prominent Ridgelines Updates – Part 2

Please Note: Covered Under Discussion Item 4 from 1/25/23 PC Workshop

Background:



Presently, MMC §16.24.60.G provides some parameters that structures are not permitted to be closer to a prominent ridge than fifty (50) feet as measured vertically on a cross-section or one hundred fifty (150) feet horizontally on a topographic map.

~~3.—Structures shall not visually impair ridgeline silhouettes. Structures are not permitted closer to a prominent ridge than fifty (50) feet measured vertically on a cross-section or one hundred fifty (150) feet horizontally on a topographic map, whichever is more restrictive. Exceptions to this requirement for public facilities, utilities, and infrastructure necessary to serve the public health, safety, and welfare may be considered by the commission~~

3. In order to help address visual impacts at Prominent Ridgelines, use of the combination of natural occurring vegetation (trees/shrubs) and proposed landscaping shall be implemented to screen proposed structures at these locations. Additionally, any required Fuel Modification Zone and California Fire Code standards shall be considered in the design of this screening method blending with the terrain and existing vegetation.

Planning Commission Workshop – 1/25/23:

This was presented at the Planning Commission Workshop as **Discussion Item 4**. There was some concern from residents that have property within the Los Alamos Hills area that having this standard no longer makes sense as a number of properties have developed along the ridgeline areas. It was described by the residents the original intention was that it should only apply to ridgelines when the City was beginning to be developed as there was a much more naturalized context surrounding the Hillside Areas. It was suggested that if this standard were to remain should only apply to the properties located within open-space lots or other undeveloped land.

The challenge is how to balance this goal while providing property owners the ability to utilize their property; so staff suggested a few options to the Planning Commission including:

- Providing the opportunity for a landform depression/berming grading.
- Utilization of muted earth-tone colors for exterior walls and roofing with the incorporation of exterior paint and roof elements with a low reflective value.
- Utilization of natural occurring vegetation (trees/shrubs) to help screen proposed structures.

The takeaway from this dialog was with the utilization of natural occurring vegetation (trees/shrubs) to help screen proposed structures as a solution was the preferred solution for updating this existing standard.

Community Workshop – 4/11/23:

This issue area was presented at second time at the hosted community workshop. The dialog/feedback from the group was much the same as Planning Commission. Again, it



was noted with the utilization of natural occurring vegetation (trees/shrubs) to help screen structures, it would be an amenable solution for all.

Proposed Modifications / Discussion:

As proposed, staff believes with the implementation of the proposed modifications at these ridgeline locations, the end result will be largely the preservation the visual characteristics at these ridgeline locations while providing property owners the ability to utilize their property. Furthermore, any required Fuel Modification Zone and California Fire Code standards will be implemented. With the modification for enhanced landscaping at these locations, it would still meet the intent following General Plan Goals and Policies: **Land Use Goal LU-22** "Natural and visual resources are valued resources to maintain the rural character of the Los Alamos Hills." and the following corresponding **Policy LU-22.2** "Encourage new construction and landscape design that utilizes grading techniques to mimic the natural terrain." Additionally, the modifications would still meet the intent of Goal **CSV-5** "Hills and ridges are protected for their environmental and aesthetic values" and following **Policy CSV-5.1** "Promote compliance with hillside development standards and guidelines to maintain the natural character and the environmental and aesthetic values of sloped areas." All in all, future development at these locations and would involve careful siting, grading, and landscaping techniques to minimize exposure and preserve vistas of these ridgelines.

Other General Updates to Section

- Updates to Table 16.24-1 (Hillside Development Standards) for criteria.
- Updates to site design and roadway placement for consistency with current California Fire Code and City standards.





- Minor updates for cross-lot profiles which cover the building envelope for a structure on a downhill lot, the building envelope for an uphill lot, and for the building envelope at cross-lot slopes.
- Minor updates for walls and fencing criteria. Refers to Section §16.22.070.F (Retaining Walls) for additional criteria and for consistency with citywide design standards for retaining walls.
- Cross-referencing for consistency with citywide landscaping standards at sloped areas and use of drought tolerant and fire resistive landscaping materials.
- Updates for grading techniques at hillside areas, drainage improvements at hillside areas, and for public safety.
- **Updates to Section §16.24.070 Hillside Development Guidelines**
 - Minor updates for the site design and building placement of a residence at a site on a slope. Buildings are encouraged to be placed parallel to the slope and not counter to it, which is the current guidance.
 - Minor updates to roadway placement at hillside locations. Placement is encouraged to work with the terrain and not counter to it. These are the current parameters.
 - Minor updates to grading techniques which covers site situations with minimal grading, contour grading, landform grading, and drainage improvements in a more objective and naturalized manner.
 - Cross-referencing of unifying standards for all zones with respect to landscaping on sloped areas.
- **New Section §16.24.080 “Exceptions”**
 - Provide exceptions from requiring a grading permit in a Hillside Area if meets the current criteria as provided under Section §15.52.040 “Permit Exceptions”. These exceptions include exploratory excavations, installation of underground utilities, clearing and brushing when directed by the fire chief to mitigate a potential fire hazard, etc.
 - Provides exceptions from requiring a grading permit for flatwork, pools, or spas, which results in the disturbance of 50 cubic yards or less, does not require a grading permit.
 - All other activities resulting in the disturbance of 50 cubic yards or less (excluding those areas that are identified within Section 16.24.060.G “Grading”), shall require the applicant to provide a statement to that effect, which shall be filed with the City Engineer including the following information: parcel boundaries, pad elevations, on or off-site existing grade elevations, vehicular access to and from the project site with



both private and public roadways, existing utilities, and, if applicable, septic system location(s).

- **New Section §16.24.090 “Reserved”**
 - Reserved blank section for future hillside updates/amendments.
- **New Section §16.24.100 “Hillside Overlay Map”**
 - Codifies the Hillside Overlay Map within the MMC. This has been missing up to this point in time which has made it challenging for City staff and project applicants to reference.
 - Provided that these updates are approved, staff will work with Code publisher on uploading a high-resolution image.
 - This information will also be incorporated into the City’s online Geographic Information System (GIS) as a layer for future reference which will assist City staff and project applicants.
- **New Section §16.24.110 “Prominent Ridgelines Map”**
 - Codifies where these locations would apply within the MMC.
 - Similar to the Hillside Overlay Map as described above, provided that these updates are approved, staff will work with Code publisher on uploading a high-resolution image.
 - This information will also be incorporated into the City’s online Geographic Information System (GIS) as a layer for future reference which will assist City staff and project applicants.

Conclusion

All in all, the changes proposed in this update are intended to reconcile the various code sections and achieve consistency throughout the Development Code (Title 16), as well as, the Municipal Code (Chapter 15.52) for hillside standards. With the implementation of these updates, it will bring clarity for residents and project applicants on what standards apply, and where, with respect to hillside development that is currently lacking. Lastly, with the application of the proposed modifications covered in this ordinance amendment, it will continue to preserve the visual and aesthetic quality of hillsides and ridgelines as viewed from the surrounding community and avoid and minimize site disturbance at these locations to the extent feasible.

General Plan Consistency

It should be noted that these updates will be consistent with **Conservation Element - Goal CSV-5** by maintaining that “...Hills and ridges are protected for their environmental and aesthetic values. To substantiate this determination, this ordinance update will remain consistent with **Policy CSV-**



5.1 in that it will “.Promote compliance with hillside development standards and guidelines to maintain the natural character and the environmental and aesthetic values of sloped areas. Compliance with this goal and policy will be achieved in that future projects at hillside locations will be required to utilize landform, contour, and similar grading techniques which will be designed to blend with the natural existing site contours. This will be required to be demonstrated in future grading plans. Furthermore, proposed building pads and buildings with stem wall configurations will be sited in a manner to necessitate only minimal grading and to preserve open areas of the hillside areas as much as possible. Finally, naturally occurring vegetation (trees/shrubs) will be utilized at these locations, and confirmation will be verified on landscaping plans. This will help reinforce the natural aesthetic values of a given location.

It should be noted that the updates will be also be consistent with the following goal and policies with respect to the Los Alamos Hills community: **Land Use Goal LU-22** with “Natural and visual resources are valued resources to maintain the rural character of the Los Alamos Hills” and implemented with the following policies: **LU-22.1** “Encourage the preservation of natural and visual resources within Los Alamos Hills, such as rock outcroppings and scenic views of the local hills and valleys, to the greatest degree practicable” **LU-22.2** “Encourage new construction and landscape design that utilizes grading techniques to mimic the natural terrain”; and **LU-22.3** “Encourage development that minimizes impacts to existing water courses, mature trees, and natural features as much as possible. In those cases that these areas/features are impacted, the final design should provide adequate mitigation on-site and/or in nearby areas.” Projects in Los Alamos Hills will also be required utilize landform, contour, and similar grading techniques which will be designed and implemented in a manner to blend with the natural existing site contours which will be consistent with the description of LU-22.2. Lastly, projects in Los Alamos Hills will be placed in a manner to that minimizes impacts to natural features as much as possible to the community and mitigation for impacts will be assessed on project-level basis through CEQA review which is consistent with LU-22.1 and LU-22.3.

Moreover, the modifications for the utilization of naturalized landscaping for aesthetic purposes at hillside areas will be consistent with the following goal and policy: **Goal CSV-9** “A community that promotes the growth of an urban forest and water-efficient landscaping, recognizing that plants provide natural services such as habitat, storm water management, soil retention, air filtration, and cooling, and also have aesthetic and economic value” and **Policy CSV-9.6** “Maintain a guide to preferred trees, shrubs, and ground cover plants of noninvasive species, or refer private parties to an existing guide that meets City needs to assist private landscaping efforts.” Implementation of this policy supports our fire resistant standards for vegetation planting, maintenance, and for public safety for hillside development proposals as reviewed by Murrieta Fire & Rescue.

ENVIRONMENTAL DETERMINATION

The proposed action was reviewed for consistency with the citywide Comprehensive Development Code in 1998. These standards were originally evaluated and implemented under the adopted Negative Declaration for implementation of the Comprehensive Development Code on October 28, 1997. These updates have been evaluated for consistency for the current “Project” proposal utilizing this Negative Declaration and the Murrieta General Plan Final FEIR and Subsequent SEIR in 2021 (SCH No. 2010111084), by the City of Murrieta, in accordance with Public Resources Code Section 21166 and California Environmental Quality Act (CEQA)



Guidelines Section 15162. Based on this evaluation, Staff determined the project would not result in new impacts or changed circumstances that would require a new environmental document and the previous environmental document adequately covers these modifications (Attachments 5 and 6).

NOTICING

The Project was noticed in compliance with Section 16.76 of the Development Code, including sending the notice to all properties that lie within the Hillside Area Overlay and publication occurred within a newspaper a minimum of 10 Days prior to the hearing and posting of the agenda (Attachment 7).

ATTACHMENTS

1. Hillside Updates (PC Resolution)
 - 1.1 Ex. A - Draft Ord. – Title 8 And 15 - Strike_Undl. (For Info. Purposes Only)
 - 1.2 Ex. B - Draft Ord. – Title 8 And 15 - Clean (For Info. Purposes Only)
 - 1.3 Ex. C - Draft Ord. – Title 16 - Strike_Undl
 - 1.4 Ex. C - Draft Ord. – Title 16 - Clean
2. Riverside Co. Airport Land Use Commission, Approval Letter, June 2, 2023
3. Hillside Overlay Map Exhibit
4. Prominent Ridgelines Map Exhibit
5. Hillside Ordinance Updates 15162 Consistency Analysis
6. Hillside Ordinance Updates Subsequent NOD
7. Public Notice



CITY OF MURRIETA

City Council Meeting Agenda

Report

8/15/2023
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

PREPARED BY: Chris Tracy, AICP Senior Planner, Advanced Planning

SUBJECT: Hillside Updates Workshop (DCA-2021-2396) - Ordinance Overview

RECOMMENDATION

Receive the presentation by staff and discuss and provide direction of policy options under a proposed ordinance framework; and

Receive public comments.

PRIOR ACTION/VOTE

On March 29, 2022, the City Council directed staff to review the hillside development standards (Non-Action Item).

On June 28, 2023, the Planning Commission recommended the introduction and first reading of an Ordinance providing Hillside Updates amending Murrieta Municipal Code Chapters 8.20, 15.52, and updating portions of Title 16 (Vote 4-0-1).

CITY COUNCIL GOAL

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

BACKGROUND

The City of Murrieta (City) adopted a General Plan in 1994 following incorporation in 1991. At that time, it was determined that all development decisions were to continue to use Riverside County's Ordinance No. 348 (Zoning) until such time that the City adopted its own zoning code, provided that Ordinance No. 348 was not in conflict with the City's General Plan. For context, Title 16 of the Murrieta Development Code (Development Code) within the Murrieta Municipal Code (MMC) is the primary instrument for implementing the City's General Plan. It provides the City's regulations for the development and use of property within the City limits and provides standards for development, subdivisions, and other related land use activities.

In August 1996, the City Council retained a design consultant to assist with the development of a new zoning code. In September 1997, the City began the adoption process for the Development Code after holding

several joint Planning Commission and City Council public workshops to receive public input and to identify development standards. In early 1998, the City implemented new zoning and development standards replacing County Ordinance No. 348. The new standards included hillside development. Other than minor updates in 2003, the City's hillside development standards have remained relatively unchanged since adoption.

When the standards were initially adopted, they were applied on a citywide basis and not specifically to designated hillside areas within the City. Further, the City did not have the ability to identify hillside areas on its own. At some point in time, a map of the City's hillside features was created which was not codified within the MMC. The information has been utilized in the past with respect to project review, but uncertainty remained regarding its accuracy. With changes in technology, the ability now exists to identify hillside areas on a citywide basis with certainty using geographic information software, commonly referred to as GIS.

Over time, staff also discovered inconsistent standards between existing MMC sections that conflict with interpretations of the current standards. For example, staff has received feedback from applicants that the City's hillside standards and general height standards are overly complicated and have not been consistently applied.

The overall goal of these updates is to re-draft the development standards into language that is more concise and accurate for applicants and staff. With these proposed modifications, staff anticipates that they would improve readability, resolve code inconsistencies, incorporate best practices, and simplify standards to make them more user-friendly to staff and applicants.

City Council directed staff at its annual priority goals workshop on March 29, 2022, to review the hillside development standards as there were concerns about how it was being interpreted. For reference, the City's existing hillside development standards are contained in MMC Chapter 16.24 "Hillside Development". Lastly, a webpage was created for the proposed modifications to inform the public about the proposed changes at the following link on the City's website: <https://www.murrietaca.gov/1314/Hillside-Ordinance-Updates>.

As with prior workshops, a courtesy notice was distributed to interested parties through email, social media channels, the Press-Enterprise, and posted to the City's website.

Development Advisory Group

On August 25, 2022, staff presented an overview of proposed changes to the Development Advisory Group (DAG) to receive feedback on proposed standards. The consensus from the group was that the proposed standards will be beneficial in clarifying the applicability of hillside standards.

Planning Commission - Workshop 1

On December 14, 2022, this item was continued. No report or presentation was provided.

Planning Commission - Workshop 2

On January 25, 2023, staff presented proposed changes to the Planning Commission in a workshop format to review the current and proposed standards ahead of a future public hearing. The purpose of this effort was to receive feedback on the more substantial issues with current code provisions and potential standards.

Below is an overview of the discussion items:

1. Code conflicts for measuring building height and staff's recommendation to use a specific grade reference point that accounts for topography;
2. Hillside mapping using GIS software;

3. Removal of the Average Slope Calculation from the Development Code and replacement of the formula by relying on GIS data using 2-foot contour intervals;
4. Ridgeline mapping using GIS software for identification of these locations and application of techniques for development screening at ridgeline locations; and
5. Updated standards for retaining walls, both inside and outside hillside areas.

The other items presented by staff were potential techniques to improve the readability of the existing requirements, examples of graphics that could be incorporated, highlights of areas to resolve code inconsistencies, ways to incorporate best practices, and suggestions from staff on how to simplify standards to make them more user-friendly to both staff and applicants.

Community Outreach Workshop

On April 11, 2023, at the Alderwood Park Clubhouse, staff hosted a presentation on the existing and proposed hillside standards. Staff held the workshop to obtain additional feedback from the community on the proposed hillside development standards. This additional outreach was conducted per direction from the prior Planning Commission Workshop for further community input and transparency. Areas that were covered were inclusive of existing and proposed Hillside Overlay applicability, height allowances for structures, height measurement criteria, hillside slope applicability, average slope calculation, prominent ridgelines, and retaining wall criteria. Lastly, staff provided the opportunity for questions/answers at the end of the presentation for feedback.

Planning Commission - Ordinance Introduction

On June 28, 2023, the Planning Commission considered the Development Code updates. Staff provided a presentation covering the same main discussion items as described above from the Planning Commission Workshop 2 held on January 25, 2023. Prior to opening the public hearing, a letter from an affected resident was also read into the record by staff and discussed. There were two speakers in attendance that addressed the Commission, and both were generally supportive of the overall updates. One of the speakers expressed concerns that the proposed implementation of a Prominent Ridgeline Overlay Map may affect their future plans with respect to expansion at their property.

The Commission recommended approval of the Ordinance introduction with additional direction that "...nothing herein in the Ordinance is intended to hinder development or otherwise be inconsistent with current aesthetics and the architectural treatment for structures located at identified ridgelines or on the ridgelines map." Lastly, the Commission did not have any comments or any additional questions on the informational amendments of the MMC items as provided under MMC Sections 8.20 and 15.52. Written comments/correspondence received at the Planning Commission's hearing and shortly after, are included in Attachment 5.

Greer Ranch and Copper Canyon Specific Plans

For reference, it should be noted that portions of the proposed Hillside Area Overlay were previously mapped in covering both the Greer Ranch and Copper Canyon Specific Plans areas. These areas have since been removed to avoid confusion on applicability.

For context, a Specific Plan is a planning document that implements the goals and policies of the Murrieta General Plan. Specific Plans serve as standalone planning documents with their own unique development standards within a defined area. This would include their own development standards for hillside areas.

Greer Ranch

Development of the Greer Ranch Specific Plan was primarily restricted to areas of less than 25 percent slope (Greer Ranch Specific Plan, Page 1). Given this approach, areas over 25 percent slope within Greer Ranch that would otherwise be considered a “Hillside Area” under the City’s hillside development standards are avoided and consistent with proposed standards even though the specific plan regulations apply.

When reviewing projects within the Greer Ranch Specific Plan on the steeper hillside areas of the plan area, there are provisions for limited pad grading and landform grading techniques. This mirrors the same approaches provided in the Development Code. The Specific Plan states “...The Estate Residential use areas (Planning Areas 6 and 7) are characterized by more steeply sloped, visible hillsides, particularly in the northwest portions of the Site. Limited pad grading and other minimal grading techniques, in addition to landform grading, will be stressed in the design of development within these areas (see Exhibit 12). A key factor affecting the grading here is access, which is provided with a modified “Mountain Local” road designed to minimize grading and reduce landform impacts (Greer Ranch Specific Plan, Page 34).”

Copper Canyon

As described within the Specific Plan, “...the prominent ridgelines and hillsides onsite are preserved in open space. Adherence to special hillside grading design criteria and development standards is required in the adjacent development areas to minimize and soften transitional grading impacts. (Copper Canyon Specific Plan, Page 290).”

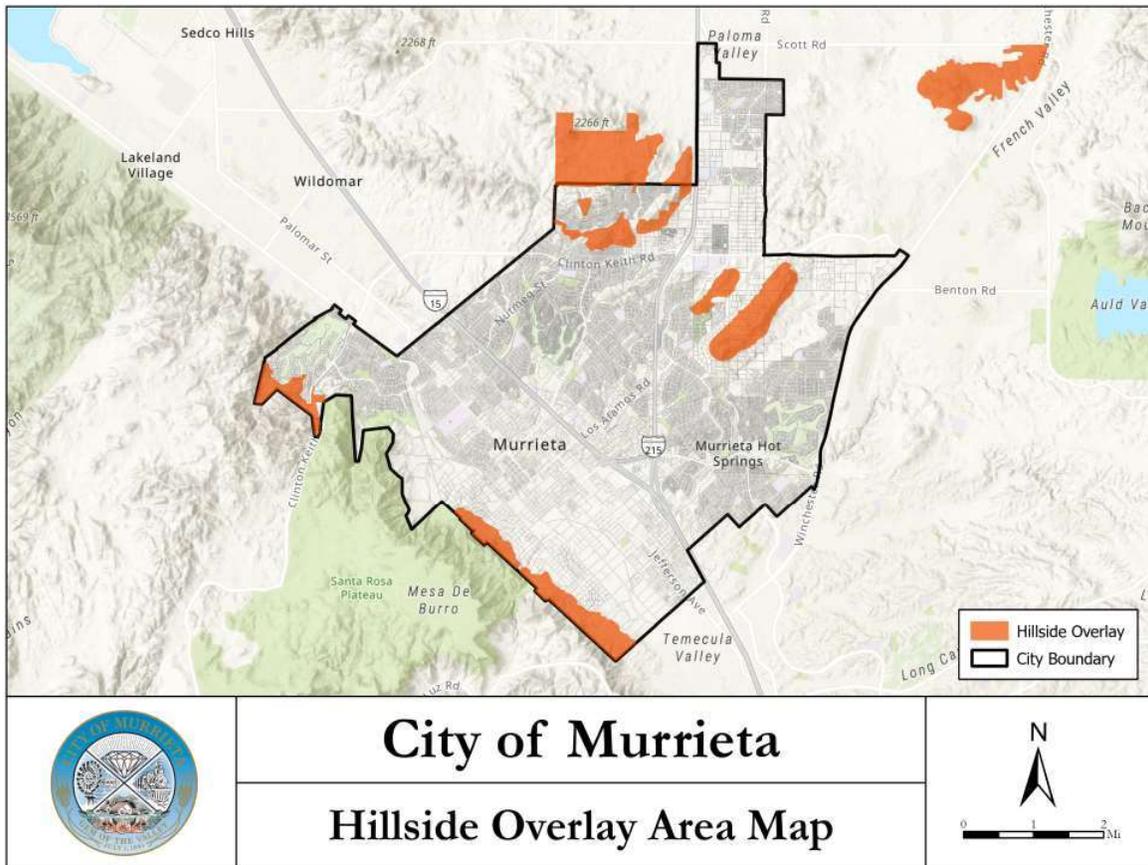
Furthermore, “...A slope analysis of the site was prepared early in the planning process to determine the site development opportunities and constraints. The analysis evaluated slopes of 0-15%, 16-20%, 25%, and 50% with an emphasis on slopes of less than 25% as a benchmark for determining developable areas and preservation requirements. Areas of 25% slope or greater are largely avoided which is also consistent with the proposed hillside standards.

The preservation of visually prominent ridgelines and steep hillside areas is a major design feature of the Specific Plan, supported by a comprehensive set of hillside grading, infrastructure, land use, and landscaping design standards and guidelines (Copper Canyon Specific Plan, Page 292).” Similar to Greer Ranch, Copper Canyon also avoided areas considered a “Hillside Area” under the citywide development standards.

Analysis

Staff is bringing forward these updates in a workshop format to the City Council to review the proposed standards ahead of a future public hearing to walk through the more complex updates and for feedback. The purpose of this current effort to update the City’s hillside standards is to improve readability and graphic exhibits, resolve code inconsistencies, incorporate best practices, and simplify the standards to make them more user-friendly to staff and applicants. Staff notes it was directed by the City Council at its annual priority goals workshop on March 29, 2022, to review the hillside development standards. The City’s existing hillside development standards are contained in Section 16.24 (Hillside Development) of the Development Code.

For the discussion below, references to the Murrieta Municipal Code are noted as “MMC”. Additionally, the following image, Attachment 3, Hillside Overlay Area Map contains the mapped “Hillside Overlay” areas within the City for the following discussion points.



Summary of Proposed Code Modifications - Chapters 8.20 and 15.52:

- **Updates to MMC Section §8.20.030 “Declaration of Nuisance”**
 - Code Enforcement Division’s request to address revegetation of sloped areas after a catastrophic event.
- **Updates to MMC Section §15.52.020 “Definitions” for Consistency**
 - Clarification of a definition for “Hillside Area” and “Hillside Site” for consistency with the proposed updates under Chapter 16.

Summary of Proposed Code Modifications (Substantive Items) - MMC Title 16:

Below is a summary of the more substantive modifications as proposed under MMC Title 16. Related to this, for easy cross-referencing with respect to the overall proposed updates, staff has included an “Overview of Proposed Modifications” as provided in Attachment 1. Lastly, as provided in Attachment 2, a “Strikeout-Underline” version of the proposed amendments is included for further detail.

- **Updates to MMC Section §16.18.080 “Height Measurement and Height Limit Exceptions”**
 - Fixes an existing inconsistent interpretation of how an applicant would measure a slope with the implementation of a new method for measuring on a slope and a pad.

- **Updates MMC Section §16.18.140.D.4.b “Setback Regulations and Exceptions”**
 - Updates to general retaining wall standards with other components that are needed to address line-of-sight and visibility triangles, required offset for step-back, general design criteria, and a cross-reference to retaining wall criteria in Hillside Areas.
- **New Section MMC §16.22.070.F “Retaining Walls**
 - There is currently a lack of specifics for retaining walls. Proposed updates address this through design choices/techniques.
- **Updates to MMC Section §16.24.020 “Applicability”**
 - Updates address the current issue with the applicability of Hillside Areas on a citywide basis versus having it mapped to a defined area which was the original intention.
- **Updates to MMC Section §16.24.030 “Definitions”**
 - Removal of Average Slope Calculation and utilization of the City’s Geographic Information Systems (GIS) to ensure consistent review of slopes within a Hillside Area.
 - Defines where Prominent Ridgelines are located with the implementation of a codified Map (Attachment 4) and use of the available City’s GIS to ensure a consistent review.
- **Updates to MMC Section §16.24.060 “Hillside Development Standards”**
 - Retaining Wall Updates for Hillside Areas, similar to updates described above.
 - Prominent Ridgelines Updates with the incorporation of landscaping techniques.

Other Updates from the Proposed Ordinance:

Please see Attachment 2 for the other proposed amendments (non-substantive) in detail. In summary, these are:

- Table Footnote Updates and Hillside Areas;
- Retaining Wall Cross-Referencing;
- Table renumbering of Table 3-3 to Table 16-22-1;
- Clean-up of criteria and errors in the MMC with respect to wall criteria between Business Park (BP), General Industrial (GI), or General Industrial-A (GIA) Zones;
- Incorporation of Innovation (INN) Zone fencing criteria;
- Updates to Definitions under MMC 16.24;
- Minor cleanup of Project Review Procedures under MMC 16.24;
- Roadway placement consistent with CA Fire Code and graphical updates for building envelopes;
- Hillside Landscaping updates under MMC 16.24 and use of drought tolerant and fire resistive materials;
- Minor updates to grading techniques - Minimal, Contour, and Landform; and
- Exceptions from grading permit under MMC 16.24 - Exploratory Excavations, Installation of Underground Utilities, Clearing and Brushing, and minor site work

Conclusion

The changes proposed in this update are intended to reconcile the various code sections and achieve consistency throughout the Development Code, and MMC Sections 8.20 and 15.52 for hillside and related standards. With the implementation of these updates, clarity will be added for residents and project applicants regarding applicable standards. Lastly, with the application of the proposed modifications covered in this ordinance amendment, the City will continue to require development to consider the visual and aesthetic quality of hillsides and ridgelines as viewed from the surrounding community and avoid and minimize site disturbance at these locations to the extent feasible as described in the City's adopted General Plan.

General Plan Consistency

- The proposed updates are consistent with the General Plan Land Use Element in that: “A key component of the Land Use Element is the Land Use Policy Map, which depicts the location of the permitted type and density/intensity of all land uses within the City. Other components include a summary of existing land uses in the City, quantification of 2035 buildout, and the fundamental goals and policies that provide the framework for land use planning and decision making in the City.”
 - The following community priorities relate most directly to implementation of this element: “...Protect the natural beauty of the mountains, hills, and waterways.”
- It will also be consistent with the Conservation Element in that updates will complement the following statement: “...Murrieta’s hills and ridges offer scenic and biological values and are considered to be a community treasure. The City has regulations that protect hillside topography and scenic characteristics and prevent slope erosion and seeks to preserve habitat areas such as the foothills of the Santa Ana Mountains under the MSHCP.”
- Furthermore, the updates will be harmonious with Conservation Element - GOAL CSV-4 in that the design parameters for drainage areas in hillsides will consider: “Restoration of the natural function and aesthetic value of creeks, while providing flood control measures and opportunities for recreation”, and related implementing Policy CSV-4.2.
 - Policy CSV-4.2 “Consider alternatives to hard-lined bottoms and side slopes within flood control facilities, where technically feasible” in that projects in Hillside Areas will be designed in a manner to work with natural watercourses and natural side slopes.
- The updates are relatable to Goal CSV-5 by maintaining that: “Hills and ridges are protected for their environmental and aesthetic values”, and related implementing Policy CSV-5.1. To substantiate this determination, this ordinance update will remain consistent with Policy CSV-5.1 and the following discussion.
 - Policy CSV-5.1 “Promote compliance with hillside development standards and guidelines to maintain the natural character and the environmental and aesthetic values of sloped areas.”

Compliance with the above-described goals and policies will be achieved in that future projects at hillside locations will be required to utilize landform, contour, and similar grading techniques which will be designed to blend with the natural existing site contours. This will be required to be demonstrated in future grading plans. Furthermore, proposed building pads and buildings with stem wall configurations will be sited in a manner to necessitate only minimal grading and to preserve open areas of the hillside areas as much as possible. Finally, naturally occurring vegetation (trees/shrubs) will be utilized at these locations, and confirmation will be verified on landscaping plans. This will help reinforce the natural aesthetic values of a given location.

- It should be noted that the updates will also be relatable with the following goal and implementing policies for the Los Alamos Hills community: Land Use Goal LU-22 with “Natural and visual resources are valued resources to maintain the rural character of the Los Alamos Hills” and implemented with all of the following policies:
 - LU-22.1 “Encourage the preservation of natural and visual resources within Los Alamos Hills, such as rock outcroppings and scenic views of the local hills and valleys, to the greatest degree practicable.”
 - LU-22.2 “Encourage new construction and landscape design that utilizes grading techniques to mimic the natural terrain”; and,
 - LU-22.3 “Encourage development that minimizes impacts to existing water courses, mature trees, and natural features as much as possible. In those cases that these areas/features are impacted, the final design should provide adequate mitigation on-site and/or in nearby areas.”

Projects in Los Alamos Hills will also be required to utilize landform, contour, and similar grading techniques which will be designed and implemented in a manner to blend with the natural existing site contours which will be consistent with the description of LU-22.2. Lastly, projects in Los Alamos Hills will be placed in a manner that minimizes impacts to natural features, and mitigation for impacts will be assessed on a project-level basis through CEQA review which is consistent with LU-22.1 and LU-22.3.

The modifications for the utilization of naturalized landscaping for aesthetic purposes at hillside areas will be achieved with the following goal and policy: Goal CSV-9 “A community that promotes the growth of an urban forest and water-efficient landscaping, recognizing that plants provide natural services such as habitat, stormwater management, soil retention, air filtration, and cooling, and also have aesthetic and economic value” and implementing Policy CSV-9-6.

- Policy CSV-9.6 “Maintain a guide to preferred trees, shrubs, and ground cover plants of noninvasive species, or refer private parties to an existing guide that meets City needs to assist private landscaping efforts.”

Implementation of the above policy is supported through the City’s specifications for fire-resistive standards for vegetation planting, maintenance, and for public safety for hillside development proposals as reviewed by Murrieta Fire & Rescue.

FISCAL IMPACT

None.

ATTACHMENTS

- 1) Overview of Proposed Modifications
- 2) Draft Ordinance - Title 16 - Strikeout-Underline
- 3) Hillside Overlay Map Exhibit
- 4) Prominent Ridgelines Map Exhibit
- 5) Correspondence



CITY OF MURRIETA

City Council Meeting Agenda Report

3/5/2024
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

PREPARED BY: Chris Tracy, AICP Senior Planner, Advanced Planning

SUBJECT: Hillside Updates Workshop (DCA-2021-2396) - Ordinance
Overview

RECOMMENDATION

Receive a presentation by staff, discuss the Ordinance overview, and provide direction related to policy options under the proposed Ordinance framework; and

Receive public comments.

PRIOR ACTION/VOTE

On March 29, 2022, the City Council directed staff to review the hillside development standards (Non-Action Item).

On June 28, 2023, the Planning Commission recommended the introduction and first reading of an Ordinance providing updates to the hillside development standards amending Murrieta Municipal Code (MMC) Chapters 8.20, 15.52, and updating portions of Title 16 (Vote 4-0-1) (Attachment 1).

On August 15, 2023, the City Council hosted a workshop on this item. The City Council requested additional information. The workshop was continued to a future meeting date. Additional details from this discussion are provided within the Analysis portion of this report below (Attachment 2).

CITY COUNCIL GOAL

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

BACKGROUND

For details about the historical context of the hillside development standards and why these updates are being brought forward, please refer to the Background Section as provided within Attachment 1. Staff is bringing forward these updates in a continued workshop for the City Council to review the proposed standards and provide input ahead of a future public hearing. This allows for time for staff to walk through the more complex updates with the City Council and allows for feedback on new information produced by staff since the last

workshop.

The purpose of this effort to update the City's hillside standards is to improve readability and graphic exhibits, resolve code inconsistencies, incorporate best practices, and simplify the standards to make them more user-friendly to staff and applicants. The City's existing hillside development standards, contained in Chapter 16.24 (Hillside Development) of the Development Code, were added in 1997 to support the City's 1994 General Plan land use goals and policies associated with the City's hillside features. The General Plan continues to contain goals and policies in hillside areas to "maintain the natural character and the environmental and aesthetic values of sloped areas."

Analysis

As described in the beginning of this report, the City Council conducted a first workshop on this item on August 15, 2023. The workshop was continued to allow staff to conduct additional analysis in response to City Council questions and public concerns. Specifically, the City Council directed staff to provide additional mapping details for both the hillside areas and prominent ridgeline map exhibits. These recommended updates cover parcels that are owned by the Riverside Conservation Authority (RCA), properties that fall under Multi-Species Habitat Conservation Preservation (MSHCP) Criteria Cells, City-owned parcels, and to identify undeveloped and developed parcels within areas potentially affected by changes to the proposed standards. Attachments 3 through 11 depict the data described above graphically through multiple maps and were created using the City's land use data available through its GIS software.

As a result of the additional analysis conducted by staff, it was determined that out of 371 privately owned parcels, only 51 would be fully affected by changes to the hillside standards since they were not previously developed. The developed 179 parcels would be subject to the new hillside standards if adopted, but existing development would remain. Only new developments such as additions, property redevelopment where housing structures were rebuilt, or future subdivisions/ lot splits would be affected. City and RCA-owned parcels would be unaffected since parcel development is not the goal of public agency ownership of open space lands other than for recreational purposes. Staff notes a key development restriction applicable to ridgelines would be removed with the proposed regulations and replaced with requirements for landscape screening.

Hillside Area(s)

- 319 parcels are developed and are privately owned. These parcels would be subject to the new requirements if additional development on the parcels was ever proposed, such as a room addition, reconstruction of a home, or a subdivision or parcel map.
- 179 parcels that are developed, are privately owned and are within an MSHCP Criteria Cell.
- 51 parcels in the study area are undeveloped and privately owned. These parcels represent the remaining undeveloped areas within the proposed Hillside Overlay area that would be required to follow the new requirements if adopted.
- 30 parcels are undeveloped, are privately owned and are within an MSHCP Criteria Cell.
- 0 parcels are undeveloped, publicly owned, and are within the boundaries of an MSHCP Criteria Cell.
- 25 parcels are undeveloped and owned by the RCA.
- 1 parcel is undeveloped and is privately owned by an entity for conservation purposes.

Prominent Ridgeline(s)

- 22 parcels are developed and are privately owned.
- 21 parcels are developed, are privately owned and are within an MSHCP Criteria Cell.

- 8 parcels are undeveloped and privately owned.
- 7 parcels are undeveloped, privately owned and are within an MSHCP Criteria Cell.
- 0 parcels are undeveloped and publicly owned.
- 0 parcels are undeveloped, publicly owned and are within the boundaries of an MSHCP Criteria Cell.
- 0 parcels are undeveloped and are owned by the RCA.

With respect to acreage, the total acreage for all parcels within the mapped hillside areas encompasses 2,157 acres throughout the City. Staff notes this figure includes prominent ridgeline areas. Undeveloped privately-owned parcels represent approximately 457 acres, conserved publicly-owned parcels represent approximately 492 acres, City-owned parcels represent approximately 163 acres, developed and publicly-owned parcels represent approximately 177 acres, and developed privately owned parcels represent approximately 1,152 acres.

Lastly, the total acreage for all parcels within the mapped Prominent Ridgelines Area encompasses approximately 445 acres. Staff notes that overlay does not cover the entirety of a parcel. Undeveloped privately owned parcels within the ridgelines area represent approximately 114 acres, conserved publicly-owned parcels represent approximately 170 acres, and developed privately owned parcels represent approximately 161 acres.

Mapping Updates

On December 2022, the Murrieta Hills Specific Plan was annexed into the City's boundaries as approved by Riverside County's Local Agency Formation Commission (LAFCO). Murrieta Hills is adjacent to the Greer Ranch Specific Plan along its northerly boundary and has a large variation in topography throughout the project's boundaries. The prior Hillside Overlay Map Exhibit identified much of the Murrieta Hills project area as being within the overlay boundaries. Similar to other specific plans within the City, Murrieta Hills has its own hillside development protocols. Given this additional detail, staff updated the map (see the following page for the image and as referenced under Attachment 3) to reflect this recent boundary modification.

Image 1 - Hillside Overlay Exhibit

Summary of Proposed Code Modifications - MMC Chapters 8.20 and 15.52:

- **Updates to MMC Section §8.20.030 "Declaration of Nuisance"**
 - Code Enforcement Division's request to address revegetation of sloped areas after a catastrophic event.
- **Updates to MMC Section §15.52.020 "Definitions" for Consistency"**
 - Clarification of a definition for "Hillside Area" and "Hillside Site" for consistency with the proposed updates under Chapter 16.

Summary of Proposed Code Modifications - MMC Title 16

For the updates as proposed under Title 16, please refer to Attachment 12 for a "side-by-side" comparison as it relates to the current MMC Section versus the proposed updates. Lastly, as provided in Attachment 12, a "Strikeout-Underline" version of the proposed amendments is included for further details as the Planning Commission recommends (Attachment 13).

For the City Council's reference, staff also prepared the table below to describe the changes recommended by staff and approved by the Planning Commission. Attachment 13 depicts additions and deletions to the

proposed ordinance in redline/strike-through format.

Summary of Changes

Topic	Description
Building Height	Less Restrictive – more flexibility for building height measurement as a result of sloped topography.
Retaining Wall Height	Change in approach - more restrictive in non-hillside areas to improve aesthetics by eliminating walls over 12 feet in height, with provisions for additional setbacks, and landscaping requirements.
Applicability	Change in approach – eliminates uncertainty by replacing a formula applicable to any property to properties that are predominantly greater than 25% slope.
Prominent Ridge Definition	Information only – establishes a reference map representative of the City's past and current General Plan descriptions of significant landforms in the City.
Clarification of Zoning Application Requirements for Hillside Development	Adds clarity - Updates language adopted in 1997 that has never been updated, and that does not reflect current best practices for depicting information.
Slope Categories	Adds clarity – eliminates code inconsistencies
Site Design	Adds clarity - Updates graphic exhibits and identifies reviewing parties for driveways/roadways. Specifies use of landscaping as a recommended design technique with roadways.
Architecture	Change in approach – modifies existing building height approach to follow the proposed building height measurement change. Net effect could be slightly higher buildings, but with more cohesive architectural design.
Walls and fences	Change in approach - more restrictive in hillside areas to improve aesthetics by eliminating walls over 6 feet in height, with provisions for additional setbacks, and landscaping requirements. Graphics also updated.

Landscaping	Adds clarity – adds objective language requiring consistency with specific standards already required and replaces other terminology to eliminate conflicts.
Grading	Change in approach – requires analysis by a licensed engineer. Eliminates ridgeline restriction for structure placement and adds requirements for landscape screening of structures instead. Other non-substantive changes made for clarity.
Drainage	Adds clarity – makes non-substantive changes to existing requirements.
Public Safety	Adds clarity – incorporates fire and building codes, identifies fire and building personnel, and establishes a requirement for secondary access or other alternative method.
Hillside Development Guidelines	Adds clarity – updates graphics, incorporates references to the proposed Prominent Ridgelines Map, incorporates references to residential design standards elsewhere in the Zoning Code, eliminates subjective design suggestions and makes them mandatory, and makes other non-substantive text changes. <u>Some grading requirement updates could be considered more restrictive but are likely safer and reduce the visual impacts of grading.</u>
Exceptions	New – identifies work or activities not subject to the proposed standards.
General Landscape Standards	New – identifies a plant size mix of one (one) gallon and five (5) plants to be 30%/70%, respectively, for new planting, which would apply throughout the City, including in hillside development projects.

The following points summarize the findings from the mapping analysis:

“Natural” Areas versus “Manufactured” Grading - Ridgeline Discussion and Parameters

There is public interest in these overall updates, particularly concerning ridgeline development parameters and how regulations apply to existing natural hillside areas versus areas previously graded referred to as manufactured slopes. The applicability of the current standards is summarized below as contained in MMC Section 16.24.020. Regardless of how the ordinance may have been applied in the past, the Municipal Code requires the standards be applied in the following situations as specified in MMC Section 16.24.020:

- To uses and structures within areas with a slope of twenty (20) percent or greater and/or are designated on the significant features map on file with the department.

- Development standards, guidelines, and provisions of Chapter 16.24 shall be applied to those portions of land with a predominance of significant natural slopes exceeding twenty-five (25) percent and areas that are integrally contiguous or slopes determined as significant by the director.
- The determination of slope is to be computed on the natural slope of the land before grading is commenced.

Notwithstanding the conflicting slope language that currently exists, the application of City hillside standards in MMC Chapter 16.24 applies to property that exceeds a certain natural slope. Since many properties potentially eligible for the proposed regulations were developed under county jurisdiction, there is no precise way to determine which areas of a site are natural or disturbed other than through an engineering opinion. Adoption of the proposed Hillside Overlay Map eliminates any debate or confusion about this topic. Even the current hillside ordinance recognizes that a property with natural and disturbed grades is still subject to the requirements of the hillside ordinance as described by the second bullet point above.

The following information also provides the current General Plan within the Municipal Code and staff's related analysis.

General Plan Provisions and Ridgelines

The following summarizes the General Plan's Goals and Policies related to ridgeline development.

- Goal CSV-5: *"Hills and ridges are protected for their environmental and aesthetic values", and related implementing Policy CSV-5.1. To substantiate this determination, this ordinance update will remain consistent with Policy CSV-5.1 and the following discussion.*
 - Policy CSV-5.1: *"Promote compliance with hillside development standards and guidelines to maintain the natural character and the environmental and aesthetic values of sloped areas."*

For the Los Alamos Hills community: Land Use Goal LU-22 applies to ridgeline development in that *"...Natural and visual resources are valued resources to maintain the rural character of the Los Alamos Hills"* and is achieved with the following policies:

- LU-22.1: *"Encourage the preservation of natural and visual resources within Los Alamos Hills, such as rock outcroppings and scenic views of the local hills and valleys, to the greatest degree practicable."*
- LU-22.2 *"Encourage new construction and landscape design that utilizes grading techniques to mimic the natural terrain."*

Development Code Provisions and Ridgelines

Chapter 16.24 Current Definitions and Design Parameters:

Prominent Ridge: A ridge or hill location that is visible from Interstate 15 or Interstate 215 or from an arterial or secondary street that forms part of the skyline or is seen as a distinct edge against a backdrop of land.

Ridge: An extended, narrow, conspicuous elevation of land generally between valleys. (Staff note: the defined term "Ridge" has been separated from the definition of "Prominent Ridge" for the purposes of this report. As of this writing, it is not known if the language should be separated or left as is. This will require further staff review).

A. Site Design.

1. *Design of building sites should be sensitive to the natural terrain. Structures should be located to minimize grading and preserve natural features (e.g., prominent knolls, ridgelines, etc.)*
2. *Preserve views of significant visual features, as designated on the hillside overlay zone map, as seen from both within and outside a hillside development. When designing lots and plotting homes, the following provisions should be considered:*
 - a. *Dwellings should be oriented to allow view opportunities even though views may be limited. Residential privacy should not be unreasonably sacrificed, and*
 - b. *A significant public vista, skyline, open space corridor, or vertical open space corridor as seen from an interstate, an arterial, or a secondary street should be a major design element in the site planning process*
3. *Structures shall not visually impair ridgeline silhouettes. Structures are not permitted closer to a prominent ridge than fifty (50) feet measured vertically on a cross-section or one hundred fifty (150) feet horizontally on a topographic map, whichever is more restrictive. Exceptions to this requirement for public facilities, utilities, and infrastructure necessary to serve the public health, safety, and welfare may be considered by the commission.*
 - e. *Manufactured cut and fill slopes exceeding ten feet in height that will be either exposed to permanent public view or are adjacent to environmentally sensitive areas should be designed with features characteristic of natural slopes, where physically feasible so that their ultimate appearance will resemble a natural slope. This will include slopes along streets and highways adjacent to parks, schools, open spaces, other public facilities, and other prominent and visible slopes.*

Discussion

As demonstrated in the above descriptions, both the General Plan and Municipal Code call for the preservation of “ridgeline-related” visual resources covering both natural and manmade areas. Policy CSV-5.1 speaks to maintaining the aesthetic values of sloped areas where the ridgeline would be a slope component. For the Los Alamos Hills Area under LU-22.1, calls for the preservation of both natural and visual resources, and LU-22.2 speaks to encouraging new construction and landscape design that utilizes grading techniques to mimic the natural terrain. Again, the ridgeline would be an aesthetic component under both of these implementing policies.

As described within the Development Code, it calls for the preservation of significant visual features, and one could make the case that a ridgeline represents this type of feature, whether natural or manmade. Further, it describes that structures shall not visually impair ridgeline silhouettes with setback criteria. Lastly, manufactured cut and fill slopes with prominent and visible slopes need to be designed in a manner that emulates natural conditions.

FISCAL IMPACT

None.

ATTACHMENTS

1. Planning Commission Ordinance Introduction Staff Report, June 28, 2023
2. City Council Workshop 1 Staff Report, August 15, 2023
3. Citywide - Hillside Overlay Map Exhibit
4. Citywide - Prominent Ridgelines Map Exhibit
5. Focused 1 - Prominent Ridgelines - Los Alamos Hills Area
6. Focused 2 - Hillside - Los Alamos Hills Area
7. Focused 3 - Hillside - Greer Ranch Area

8. Focused 4 - Hillside - Murrieta Hills Area
9. Focused 5 - Hillside - Bear Creek Area
10. Focused 6 - Hillside - Western City Quadrant - Northwest Section
11. Focused 7 - Hillside - Western City Quadrant - Southwest Section
12. Title 16 Modifications - "Side-by-Side" Comparison
13. Draft Ordinance - Title 16 - Strikeout-Underline
14. Correspondence



CITY OF MURRIETA

City Council Meeting Agenda Report

6/17/2025
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

PREPARED BY: Chris Tracy, AICP Senior Planner, Advanced Planning

SUBJECT: Hillside Updates (DCA-2021-2396) - Workshop 3

RECOMMENDATION

Receive a presentation by staff, receive public comments, discuss the proposed Ordinance, and provide direction related to policy options under the proposed Ordinance framework.

PRIOR ACTION/VOTE

On March 29, 2022, the City Council directed staff to review the hillside development standards (Non-Action Item).

On June 28, 2023, the Planning Commission recommended the introduction and first reading of an Ordinance providing updates to the hillside development standards amending Murrieta Municipal Code (MMC) Chapters 8.20, 15.52 and updating portions of Title 16 (Vote 4-0-1) (Attachment 1).

On August 15, 2023, the City Council hosted a workshop on this item. The City Council requested additional information. The workshop was continued to a future meeting date (Vote 5-0-0) (Attachment 2).

On March 5, 2024, the City Council hosted a second workshop on this item. Due to additional time needed for the discussion and feedback, the workshop was continued for a second time (Vote 5-0-0) (Attachment 3).

CITY COUNCIL GOAL

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

BACKGROUND

The City Council directed staff at its annual priority and goal setting workshop on March 29, 2022, to review the hillside development standards, as there were concerns about how they were being interpreted. The overall goal of these updates is to re-draft the development standards into language that is more concise and accurate for applicants and staff. With these proposed modifications, staff anticipates that the proposed modifications would improve readability, resolve code inconsistencies, incorporate best practices, and simplify

standards to make them more user-friendly to staff and applicants. The City's existing hillside development standards, contained in Chapter 16.24 (Hillside Development) of the Murrieta Development Code (MDC), were added in 1997 to support the City's 1994 General Plan land use goals and policies associated with the City's hillside features. The General Plan continues to contain goals and policies in hillside areas to "maintain the natural character and the environmental and aesthetic values of sloped areas."

For details about the historical context of the hillside development standards and why these updates are being brought forward, please refer to the "Background Section" as provided within Attachments 1, 2, and 3. Staff is bringing forward these updates in a continued workshop format for the City Council to review the proposed standards and provide input ahead of a future public hearing.

Feedback from Council Workshop 2

As noted above, on March 5, 2024, the City Council hosted a second workshop on this item. Due to additional time needed for the discussion/feedback, it was continued a second time. Detailed informational maps of the City's hillside areas were included, which are provided in Attachments 4 through 10 for reference and for context. Attachment 4 depicts the overall Hillside Overlay area as mapped using digital geographic information data. Exhibits 5-10 display specific areas of the City within the proposed Hillside Overlay area at a greater level of detail.

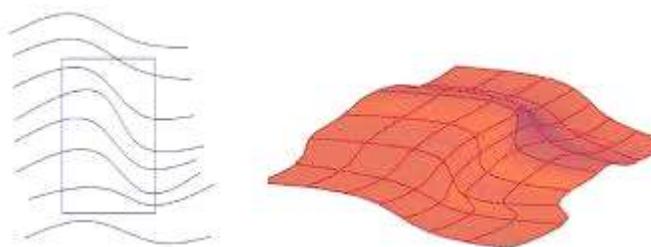
Following are some of the key takeaways from that meeting's public commentators, staff's analysis of each topic, and potential solutions:

"Having an Alternative to Geographic Information Systems (GIS) mapping for determining Slopes":

Issue: Having an alternative to the Geographic Information Systems (GIS) mapping and slope information. The concern related to this issue was that the GIS data source may not be up to date or as accurate as possible, and therefore, there needs to be an alternative method for determining this information as it relates to evaluating a project site within a hillside area.

Background/Analysis: Staff concurs that having an alternative method is a reasonable approach if there is any doubt that the data being pulled has a discrepancy.

Potential Solution: Staff is suggesting the use of AutoCAD or a similar industry-benchmarked CAD-related platform as approved by City Engineering (Potential industry alternatives include Sketch-up 3D, Civil 3D, TerraModeler, etc.).



Example of AutoCAD 3D Terrain Modeling

Image Source: <https://www.designworkshopsydney.com.au/autocad-3d-lofted-terrain/>

For context, AutoCAD is a widely utilized software application for computer-aided design and drafting in the

Civil Engineering and Architectural industries. It should be noted that it supports various coordinate systems and projections, allowing data to be displayed in the correct spatial context. It can also ensure that imported data aligns properly with existing drawings and allows users to geo-reference their drawings by assigning real-world coordinates (latitude and longitude) to a drawing.

“Moving the Geogrid wall type outside of the Wall section”:

Issue: The speaker suggested moving the Geogrid wall type outside of the Wall section of the Municipal Code, as the retaining wall criteria does not apply because it uses reinforcement in the soil behind the wall.

Background/Analysis: For context, this is a type of retaining wall that uses geogrid material to reinforce the structure and provide stability. The following images illustrate this wall type:



Image 1 - Geogrid Wall Installation



Image 2 - Geogrid Wall Installation

Image 1 Source: <https://www.paramountmaterials.com/products/retaining-wall-reinforcement-grid>

Image 2 Source: <https://pavetool.com/blogs/pave-tool-blog/how-to-install-geogrid-for-retaining-wall>

In a geogrid wall, the geogrid mesh layers are placed between the layers of soil and extend horizontally into the backfill or slope. The geogrid mesh acts as a reinforcement and is designed in a manner to resist lateral forces such as pressure from the surrounding soil or water (Images 1 and 2).



Image 3 - Conventional Retaining Wall Installation

Image 3 Source: <https://www.retainingwallcompanies.com/walls/concrete-masonry.html>

This type of wall is very similar to that of a conventional retaining wall in terms of appearance and functionality (Image 3); therefore, staff recommends that it should be treated as a wall and be subject to the same

placement and height criteria as a typical wall.

“Looking at the retaining wall height as being measured from the face of a wall, rather than from the footing”:

Issue: The speaker suggested that the retaining wall height be measured from the face of a wall, rather than from the footing.

Background/Analysis: Staff prefers to measure walls from the top of a wall footing and not the finished grade adjacent to a wall face. Finished grades can change or be artificially raised or lowered by grading, or other variables. These variables may include settlement, erosion, landscaping modifications, or future grading changes, all of which can alter the apparent grade and compromise the reliability and consistency of height measurements taken from the wall face. For this reason, staff recommends a more stable and standardized point of reference which is the top of a wall footing.

Potential Solution: A suggested solution here could be to measure from the top of the footing (rather than at the bottom) since that is a known metric. This approach provides a consistent, verifiable point of reference that is established during construction and is less likely to be affected by future site alterations such as backfill settling, landscaping changes, or erosion. Using the top of the footing also aligns with typical construction documentation and inspection practices, making it easier to verify and review during plan checks and field inspections.

“A six-foot wall height is too restrictive for the maximum height for retaining walls within a Hillside Area”:

Issue: The speaker suggested that a six-foot wall height is too restrictive for the maximum height for retaining walls within a Hillside Area.

Background/Analysis: Staff’s concern is that placing taller walls in highly visible locations may conflict with hillside standards aimed at reducing visual impacts. Prominent wall faces can obstruct scenic views, disrupt the natural landscape, and appear visually intrusive, particularly when they are uniform in color and texture. In residential settings, larger monolithic structures can sometimes feel out of place and create a sense of imbalance.



Image Source: <https://allanblock.com/newsletter/tech-news-issue2.aspx>



Images 5 and 6 - Examples of Tall Retaining Walls at highly visible locations

“We have had inconsistent application of the hillside criteria since its implementation in 1997”:

Issue: The speaker stated that the hillside criteria have been inconsistently applied since their first implementation.

Background/Analysis: The primary challenge has been ongoing confusion among both staff and project applicants regarding when the regulations apply to a specific property. This uncertainty often stems from vague or subjective language in the existing criteria, as seen within the MDC. This has likely led to inconsistent interpretations by different reviewers. A likely contributing factor has been the absence of a codified hillside area map within the Municipal Code, something that would provide a clear and reliable point of reference. Additionally, the current hillside provisions in the MDC lack clear guidance on when and where the regulations are triggered, further compounding the issue.

Potential Solution: To address this issue, it is essential to have clear and well-defined criteria, as in the proposed Ordinance, and further implemented within the MDC for all stakeholders involved to ensure that standards are applied consistently at projects and properties. This clarity will help reduce ambiguity during the permitting and inspection processes, minimize disputes or misinterpretations among stakeholders, and create a more predictable framework for both developers and staff. By establishing uniform guidelines, the City can better maintain the integrity of its built environment and uphold community expectations.

“Look at having Specific Plans hatched with the outline of the boundaries of the Hillside Area”:

Issue: The speaker suggested hatching out the Specific Plan Areas within the parameters of the Hillside Overlay Map boundaries (such as Greer Ranch, Murrieta Oaks, Copper Canyon, The Vineyard, and Murrieta Springs).

Background/Analysis: Applying a hatched overlay to areas within Specific Plan boundaries presents a challenge, as it may create confusion because Specific Plans include their own hillside development standards. This could lead to situations where an applicant refers to both the Specific Plan and the hillside regulations, resulting in conflicting guidance.

Such overlaps may cause inconsistencies in interpretation, delays in the review process, and an increased need for clarification from planning staff. More importantly, if two sets of standards appear to apply

simultaneously, it could raise questions about enforceability and ultimately weaken the clarity and authority of both.

“The General Plan’s Goals and Policies for hillside areas are obsolete since these areas are no longer visible as they once were due to development within the City since 1997”:

Issue: At the previous workshop, a speaker mentioned that the General Plan’s Goals and Policies for hillside areas are obsolete since these areas are no longer visible as they once were due to development within the City since 1997.

While it's true that development throughout the City since 1997 has affected the visibility and context of some hillside areas in some portions of the City, that does not render the General Plan’s Goals and Policies obsolete. In fact, those policies were often created not just to protect views, but to guide responsible development, minimize environmental impacts, preserve natural terrain, and ensure safety in areas of the City prone to erosion, landslides, or wildfire.

For context within the General Plan, as described within the Conservation Element, under Hills and Ridges, “Murrieta’s natural setting offers views and vistas of features that have both scenic and ecological value. A variety of rolling hillsides, mountain ranges, the Valley floor, and varied natural vegetation contribute to the unique visual character of Murrieta, as well as the surrounding region. The Hogbacks are a prominent visual feature within the Murrieta landscape that can be seen from many vantage points. This ridgeline crosses the eastern portion of the City and supports areas of relatively undisturbed natural vegetation along the western slope.



Image 7 - View of Los Alamos Hills from Sports Park



Image 8 - View westward of the Santa Rosa Plateau

Image Source: <https://www.google.com/maps>



Image 9 - View westward of the Santa Rosa Plateau

Image Source: <https://www.google.com/maps>

Views of the Santa Rosa Plateau occur along the I-15 and I-215 Freeways, as well as from lands located to the west of the Hogbacks. Views from these locations also include the largely undisturbed ridgelines that extend to the north and south of the Plateau, combined with hillside areas supporting chaparral habitat. Oak woodland habitat and a variety of canyons are also present along the foothills of the Santa Ana Mountains and

add to the existing visual character.

The Murrieta Municipal Code establishes guidelines for future development proposed in the City's hillsides. Chapter 16.24, Hillside Development, provides measures for the long-term protection of existing natural topography and scenic character whenever feasible through the regulation of grading activities, intensity, and density of development proposed, structural massing, building height, and other characteristics in order to minimize potential impacts on the existing viewshed."

Although visibility may have declined from certain vantage points within the City since 1997, the underlying objectives remain as pertinent as ever. Principles such as preserving slope stability, protecting native habitat, and ensuring that development blends appropriately into the natural terrain are all still desirable strategies as implemented by the City's General Plan and Goals and Policies. These standards are crucial for preserving natural landscapes, preventing soil erosion, ensuring public safety, and maintaining the aesthetic and environmental integrity of development in these Hillside Areas.

The following images visually demonstrate the importance of consistently applying hillside standards at a project site, highlighting undesirable techniques involving mass grading, over-excavation, and the use of highly visible retaining walls in hillside areas throughout parts of the western Inland Empire.

Inland Empire - Hillside Grading Examples



Image 10 - Earlier in the Development of the Project - Example of mass-grading hillsides that don't blend into a hillside with hard edge lines.



Image 11 - Later in the Development of the Project



Image 12 - Example of manufactured hillsides that do not blend into a hillside with hard edge lines.



Image 13 - Before - Example of over-excavation/retaining walls that do not blend into a hillside with hard edge lines.

Image Source: <https://www.google.com/maps>



Image 14 - After

Image Source: <https://www.google.com/maps>

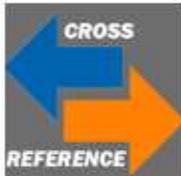
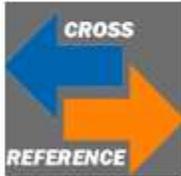
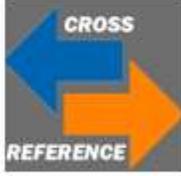
Draft Ordinance

As requested during the previous workshop discussion, the following is a summary of the less critical and more critical updates for Council consideration in the development of the Ordinance Updates. A copy of the draft Ordinance is provided in Attachment 11, and previous correspondence from Workshop 2 is provided in Attachment 12. In terms of the draft Ordinance, it has been revised to be more streamlined in both the content and structure as it relates to the proposed amendment. Staff are available to walk through the details of each section to provide additional context and to support further discussion.

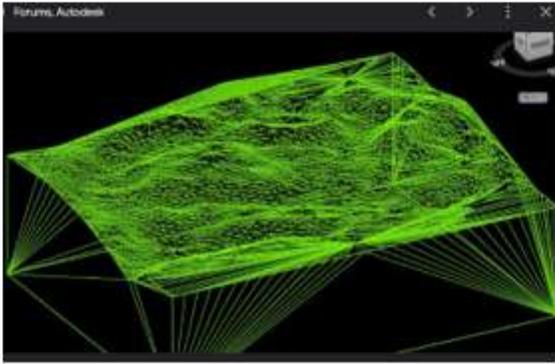
Please note that references to the Commercial Zones, Office Districts, Business Park and Industrial Zones, and Innovation Zones have been removed, as these areas are not impacted by the current version of the Hillside Area Overlay Map. In addition, the Prominent Ridgelines Map exhibit has been omitted following further review, as staff concluded that the applicable locational criteria for structures and screening methods can be effectively implemented without the need for a reference map.

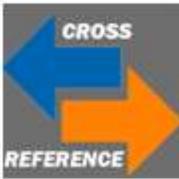
Staff will present a final version of the Ordinance at the conclusion of these workshops once all components have been finalized under the Ordinance Introduction phase. This final version will reflect input gathered from stakeholders, incorporate any necessary revisions based on feedback, and ensure alignment with the City's broader advanced planning objectives.

Hillside Updates Ordinance Review

Less Critical	More Critical	What does it potentially do?	
	X	TABLE 16.08-3 RESIDENTIAL (SINGLE-FAMILY) ZONES GENERAL DEVELOPMENT STANDARDS <ul style="list-style-type: none"> Add a footnote that refers to the Hillside standards for the maximum building height. 	
	X	TABLE 16.08-4 RESIDENTIAL (MULTI-FAMILY) ZONES GENERAL DEVELOPMENT STANDARDS <ul style="list-style-type: none"> Add a footnote that refers to the Hillside standards for the maximum building height. 	
X		16.08.030 "Single-family Residential Design Standards and Design Features" <ul style="list-style-type: none"> Cross-reference to the Retaining Walls section for retaining wall criteria. 	
X		16.08.040 Multi-family Residential Design Standards. <ul style="list-style-type: none"> Cross-reference to the Retaining Walls section for retaining wall criteria. 	
X		TABLE 16.14-2 SPECIAL PURPOSE DISTRICTS GENERAL DEVELOPMENT STANDARDS <ul style="list-style-type: none"> Cross-reference to Hillside standards as a footnote for maximum building height. 	
	X	SECTION 16.18.080 "HEIGHT MEASUREMENT AND HEIGHT LIMIT EXCEPTIONS" <ul style="list-style-type: none"> The current method is difficult to discern. Easier way to measure height with new images and tools. A new method for measuring height on a slope is proposed to be taken five feet off of a building edge with a ten-foot allowance to accommodate varying topography. 	

Less Critical	More Critical	What does it potentially do?	
		<p>How does it work?</p> <ul style="list-style-type: none"> • Measure the ground 5 feet away from the lowest place next to the building. Use the lower of the current or planned ground level there. • A building's height is based on this spot. • Can add the allowed height plus the ground height difference between the low and high spots (but only up to 10 extra feet if that difference is more than 10 feet). <p>Picking the Right Starting Point:</p> <ul style="list-style-type: none"> • If the ground around the building doesn't change much (10 feet or less), measure from the highest spot. • If the ground changes a lot (more than 10 feet), start from a point 10 feet above the lowest spot. 	
X		<p>Section 16.18.140.D.4.b "Setback Regulations and Exceptions"</p> <ul style="list-style-type: none"> • New Step-back at 12 feet high to accommodate landscaping. • Provides central design information for retaining walls to make it <u>easier to follow</u> for internal staff and the public. 	
X		<p>Section 16.22.030 "General Height Limitations", Table 3-3 "Maximum Height of Fences, Hedges, and Walls"</p> <ul style="list-style-type: none"> • Renaming Table. 	 Improvement
X		<p>16.22.040 "Exceptions to Height Limitations – <u>Non-Retaining Walls</u>"</p> <ul style="list-style-type: none"> • Clarification of the applicability of this section to non-retaining walls. 	 Improvement

X		<p>16.22.060 “Walls Required Between Different Zoning Districts”</p> <ul style="list-style-type: none"> • Cleanup of existing standards with the addition of the Innovation (INN) Zone. • This could be fixed within a future overall code update, if needed. 	
X		<p>16.22.070 “Special Wall and Fencing Requirements”</p> <ul style="list-style-type: none"> • Addition of retaining wall criteria in a central location. • Currently lacking. 	
X		<p>16.24.010 “Purpose”</p> <ul style="list-style-type: none"> • Very minor updates to the section. 	
	X	<p>16.24.020 “Applicability”</p> <ul style="list-style-type: none"> • This has been a main area of confusion. • Fixing application errors for slopes of twenty-five (25) percent or greater. • Designated criteria within the boundaries of a Hillside Overlay Map 	
	X	<p>16.24.030 “Definitions”</p> <ul style="list-style-type: none"> • Removal of the Average Slope Calculation Definition and replacement with mapping provisions.  <ul style="list-style-type: none"> • Corrects/updates existing definitions consistent with other portions of the MMC. 	

	X	16.24.040 “Application Submittal Requirements” <ul style="list-style-type: none"> • Minor updates covering submittal information / technical reports. • Clarifies what <u>a hillside condition is</u>. 	 Improvement
	X	16.24.050 “Project Review Procedures” <ul style="list-style-type: none"> • Adding cross-referencing to the Hillside Overlay Map for applicability. • Clarification of “Commission” to mean “Planning Commission”. • Updates to provide objective criteria versus subjective criteria. 	
	X	16.24.060 “Hillside Development Standards” <ul style="list-style-type: none"> • Updates to grading terms to match City standards. • Changes to fuel modification based on Fire standards. • Includes updated graphics. 	 Improvement
	X	16.24.070 “Hillside Development Guidelines” <ul style="list-style-type: none"> • Updates covering criteria for site design, driveways & roads, architecture, walls & fences, landscaping, grading techniques (minimal, contour, landform), and drainage requirements. • Provides updated graphics. 	 Improvement
	X	16.24.080 “Exceptions” <ul style="list-style-type: none"> • <u>New Section</u> for Exceptions to Hillside Standards. 	
X		16.28.090 “Reserved” <ul style="list-style-type: none"> • <u>New Section</u> reserved for future updates. 	
	X	16.28.100 “Hillside Overlay Map” <ul style="list-style-type: none"> • <u>New Section</u> with Hillside Overlay Map. • Reference to the City’s online Geographic Information System (GIS) as an additional mapping resource for project review. 	

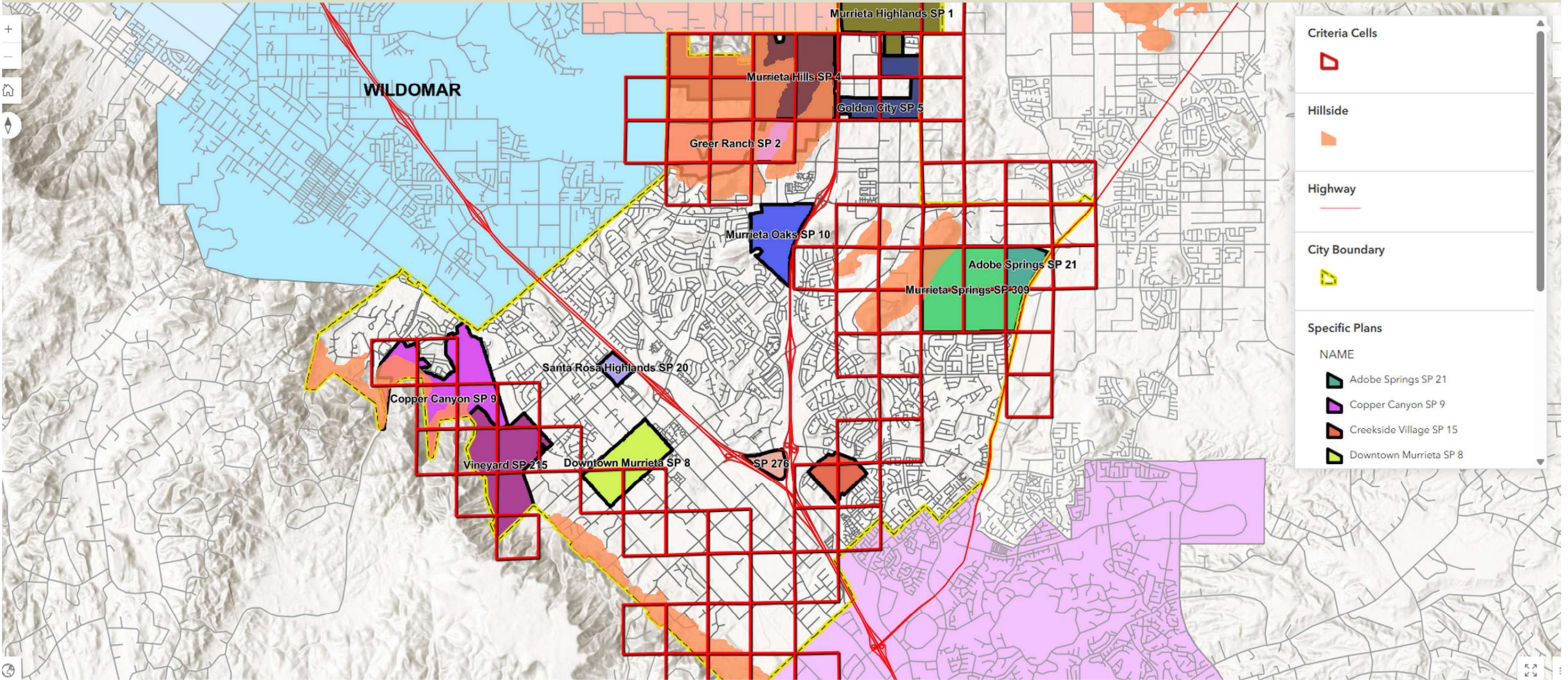
X	<p>16.28.080 “Landscape Standards”</p> <ul style="list-style-type: none"> • Relabels Table 3-5 to Table 16.28-2 to make it easier to locate. • Adds percentages to the table that were missing from a prior code update. 	 <p>Improvement</p>
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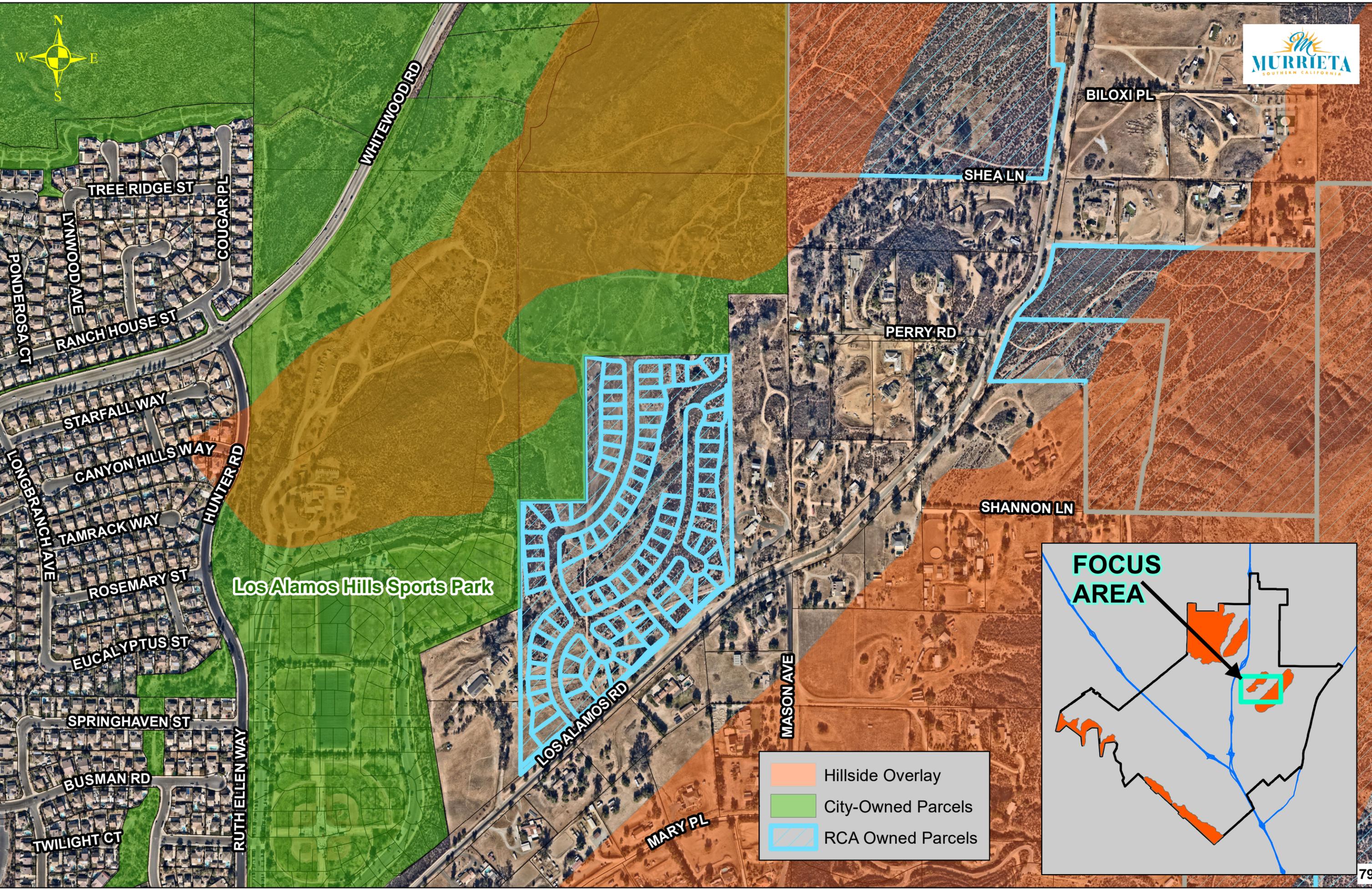
FISCAL IMPACT

None.

ATTACHMENTS

1. Planning Commission Ordinance Introduction Staff Report, June 28, 2023
2. City Council Workshop 1 Staff Report, August 15, 2023
3. City Council Workshop 2 Staff Report, March 5, 2023
4. Citywide - Hillside Overlay Map Exhibit
5. Focused 2 - Hillside - Los Alamos Hills Area
6. Focused 3 - Hillside - Greer Ranch Area
7. Focused 4 - Hillside - Murrieta Hills Area
8. Focused 5 - Hillside - Bear Creek Area
9. Focused 6 - Hillside - Western City Quadrant - Northwest Section
10. Focused 7 - Hillside - Western City Quadrant - Southwest Section
11. Draft Ordinance - Title 16 - Strikeout-Underline
12. Correspondence - Prior to Workshop 2





TREE RIDGE ST
 LYNNWOOD AVE
 PONDEROSA CT
 RANCH HOUSE ST
 COUGAR PL
 STARFALL WAY
 CANYON HILLS WAY
 TAMRACK WAY
 ROSEMARY ST
 EUCALYPTUS ST
 SPRINGHAVEN ST
 BUSMAN RD
 TWILIGHT CT
 LONGBRANCH AVE
 HUNTER RD
 RUTH ELLEN WAY

Los Alamos Hills Sports Park

WHITEWOOD RD

LOS ALAMOS RD

MARY PL

MASON AVE

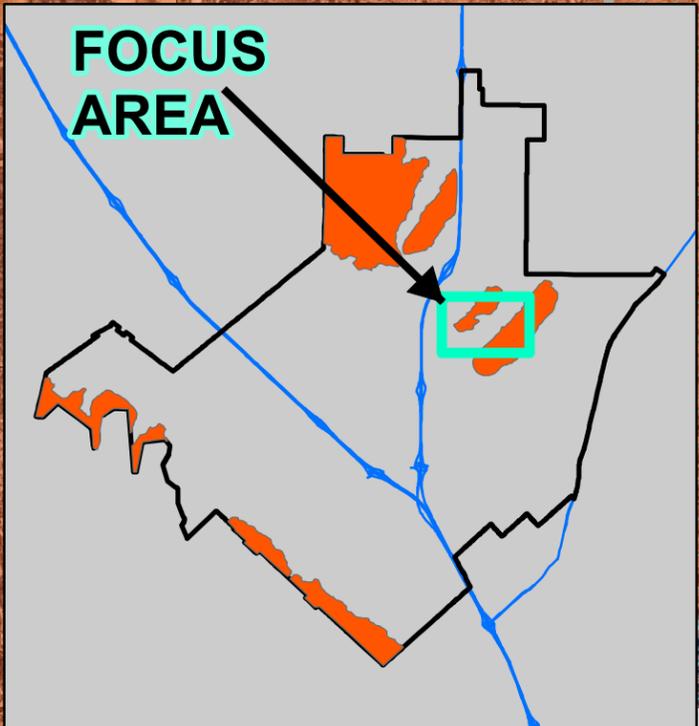
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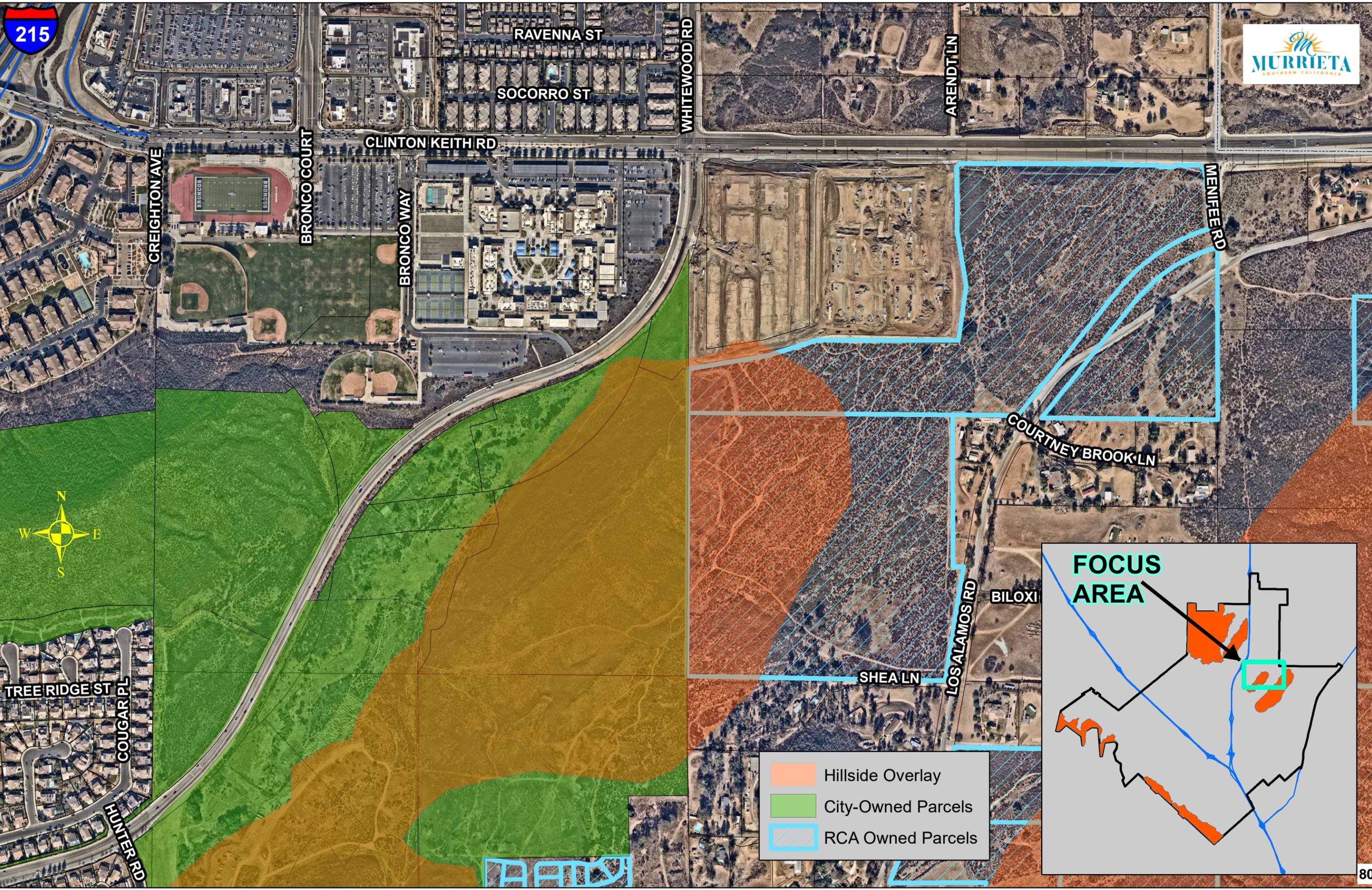
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SHANNON LN

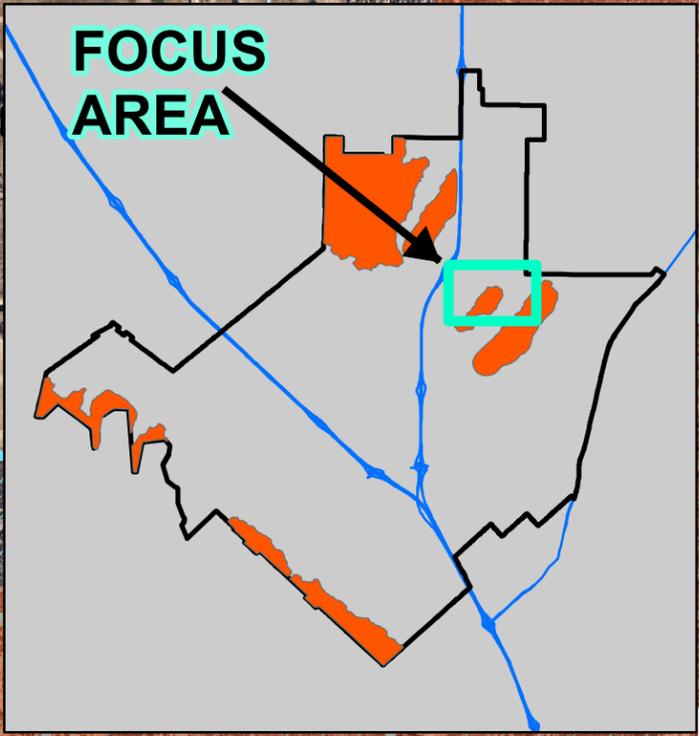
BILOXI PL

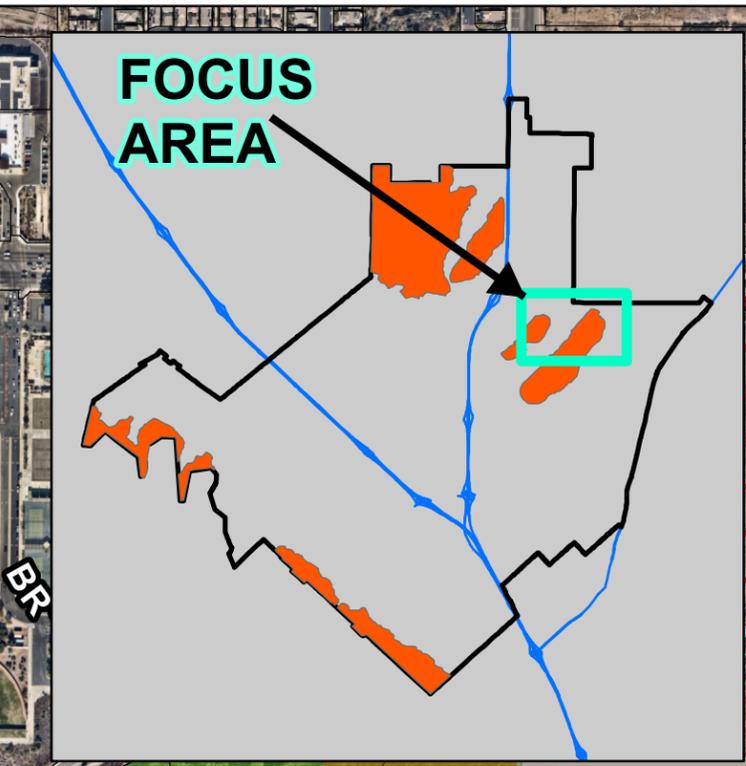
- Hillside Overlay
- City-Owned Parcels
- RCA Owned Parcels





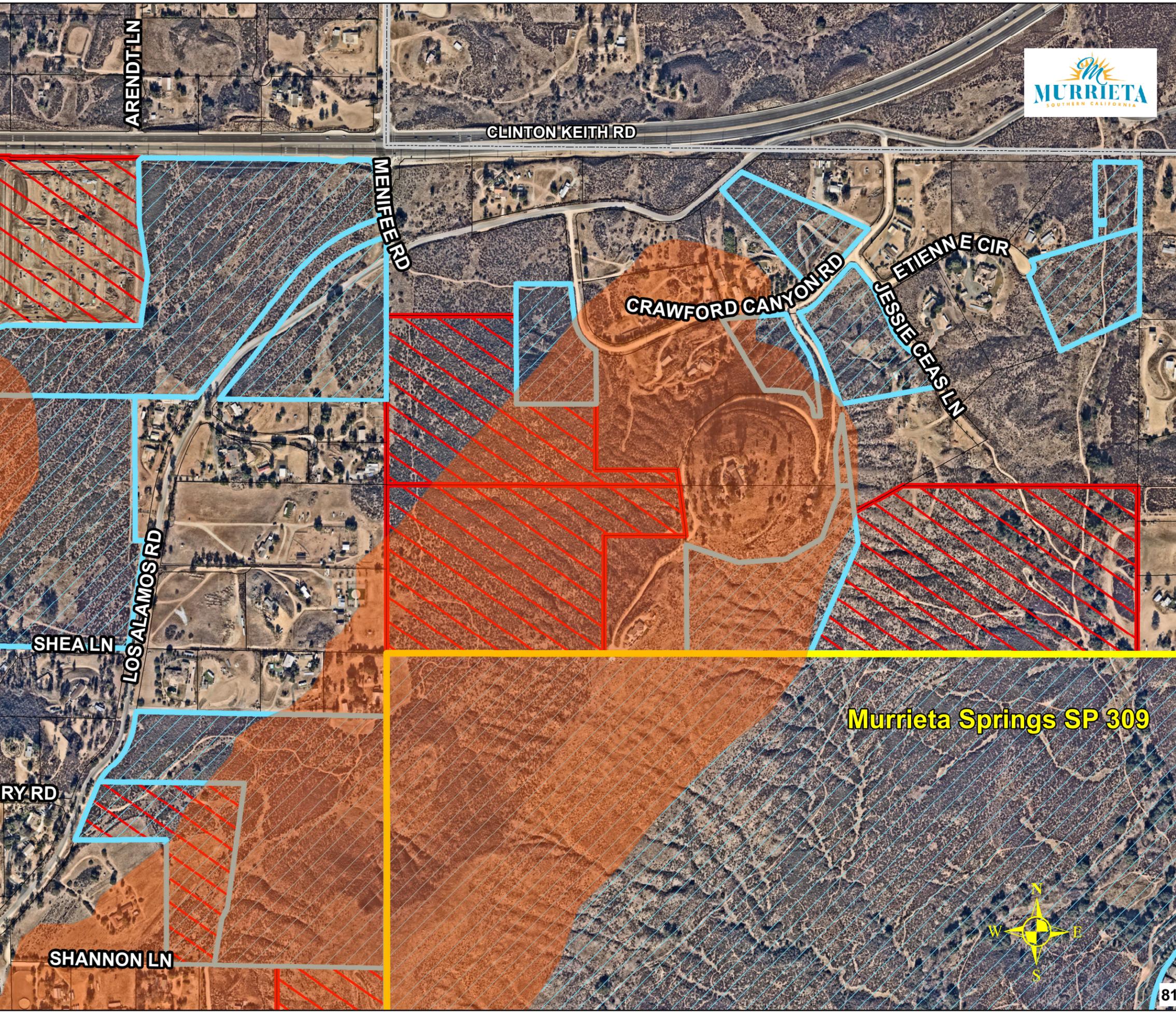
- Hillside Overlay
- City-Owned Parcels
- RCA Owned Parcels





FOCUS AREA

BP



- Hillside Overlay
- City-Owned Parcels
- RCA Owned Parcels
- Undeveloped_Parcels

Specific Plan

- Murrieta Springs SP 309

Murrieta Springs SP 309



Loma Linda University
Medical Center-Murrieta

BAXTER RD

I-215

ANTELOPER RD

I-215



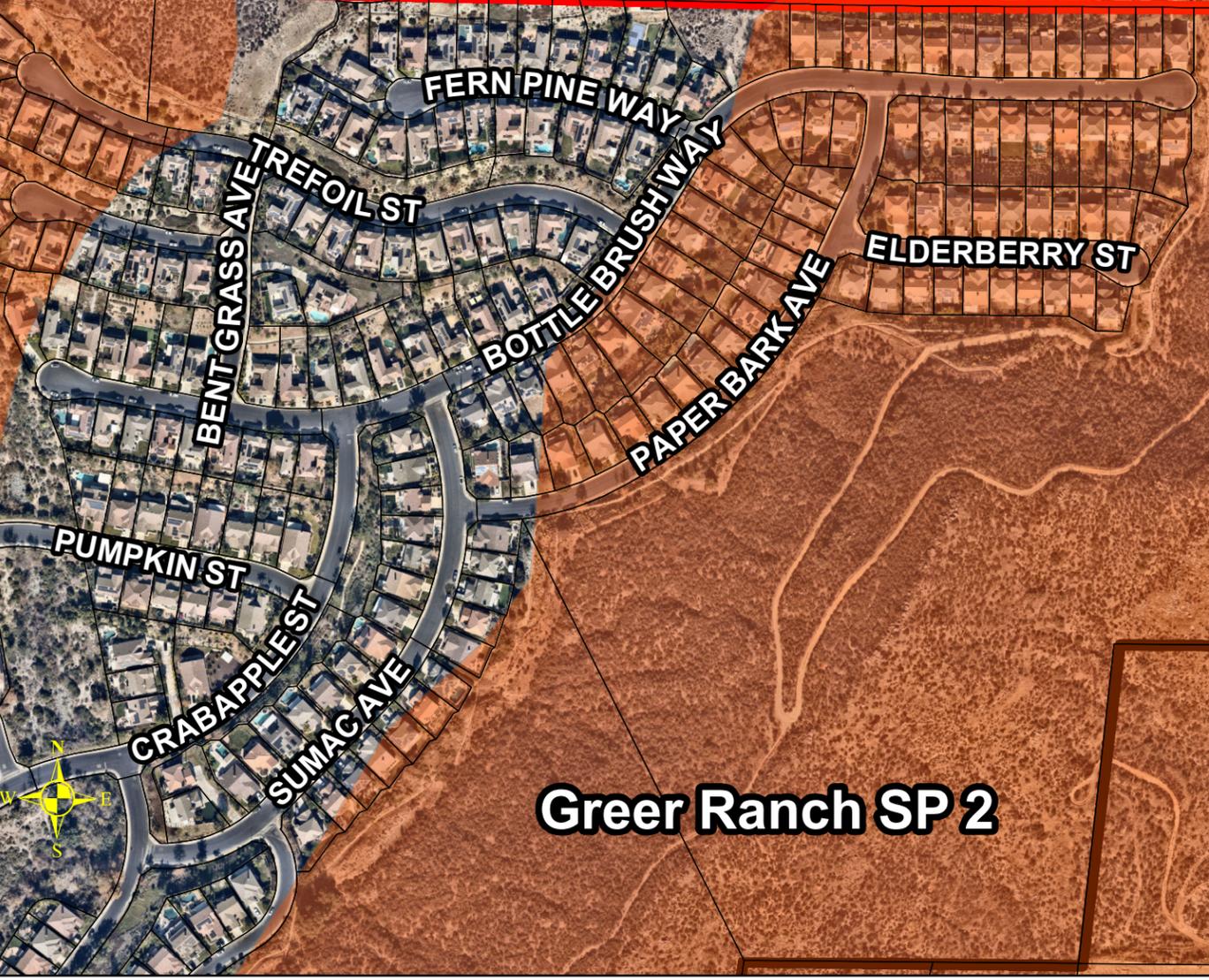
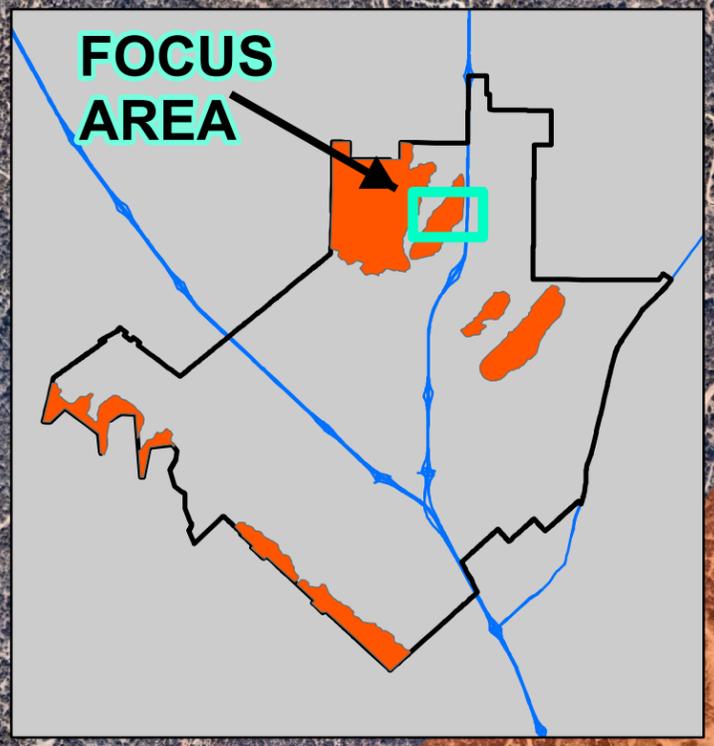
Hillside Overlay

Specific Plan

- Murrieta Hills SP 4
- Greer Ranch SP 2

Murrieta Hills SP 4

Greer Ranch SP 2

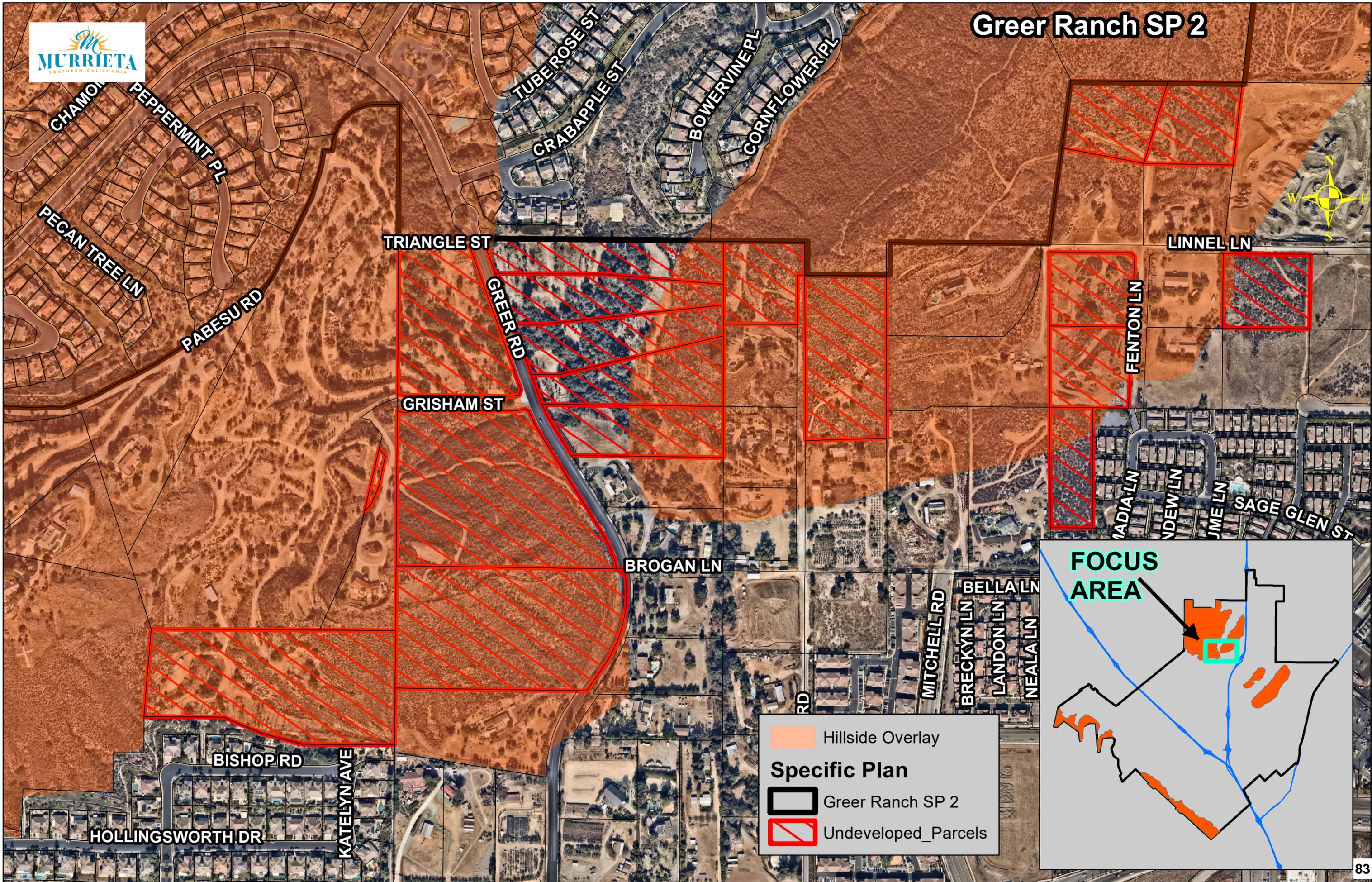


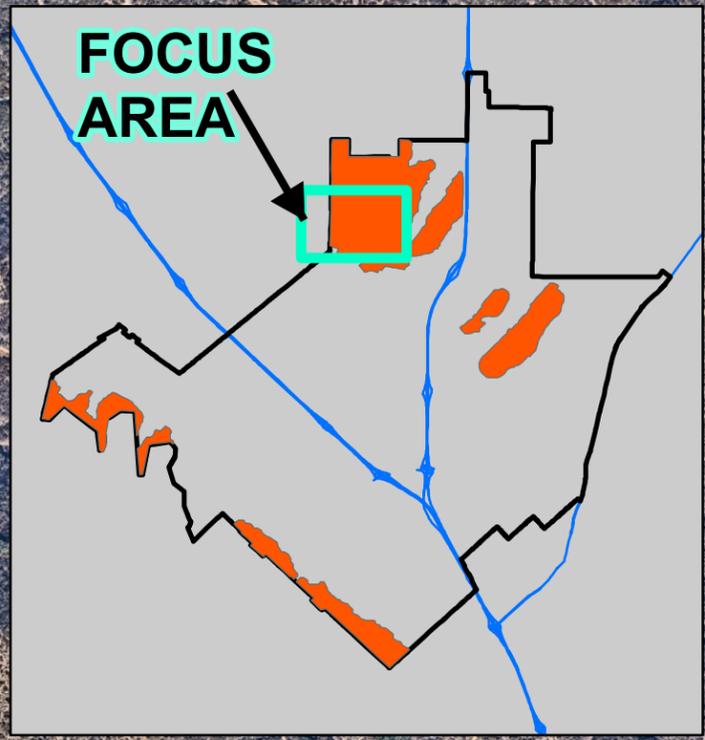
MCELWAIN RD





Greer Ranch SP 2



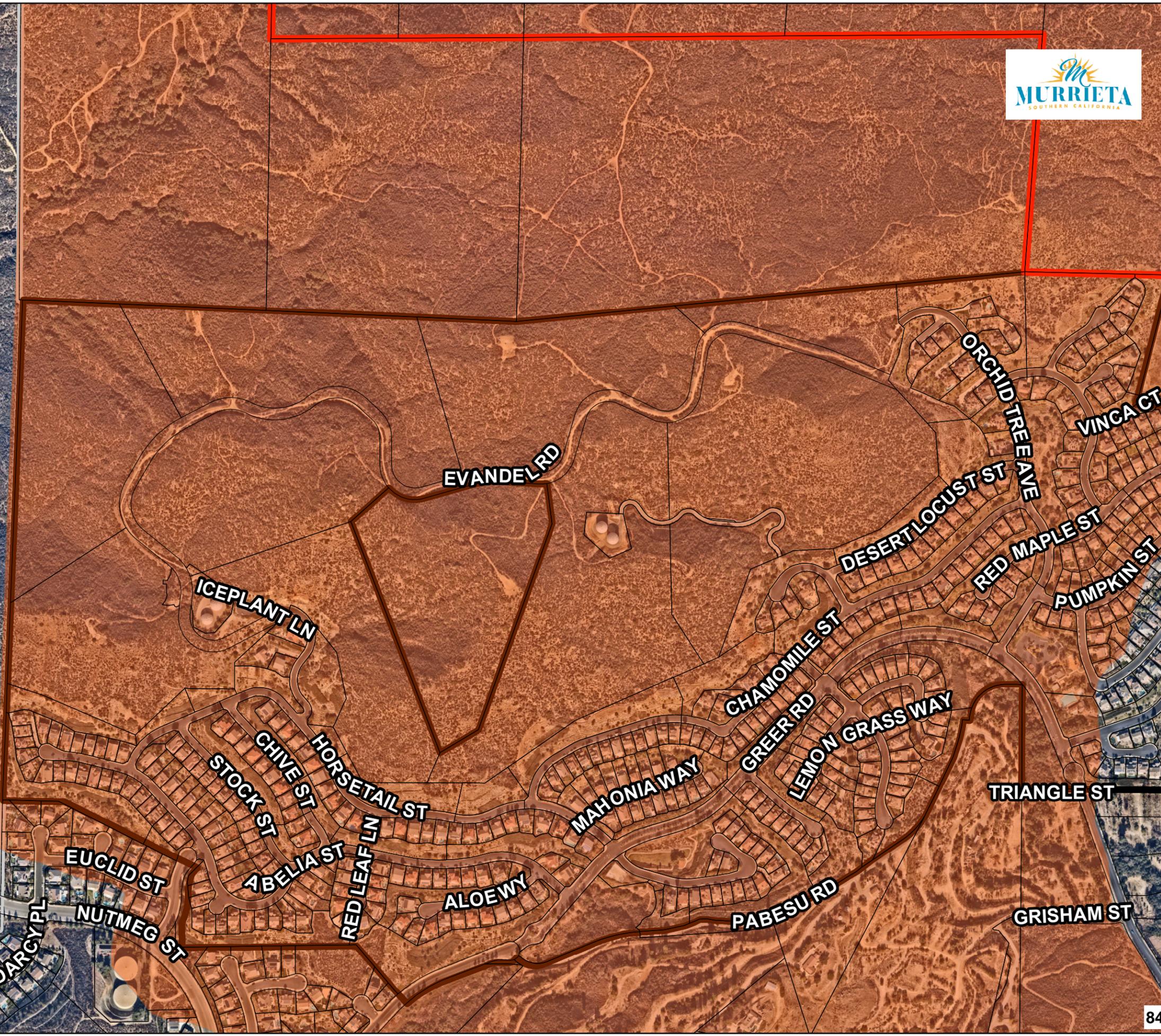


FOCUS AREA

Hillside Overlay

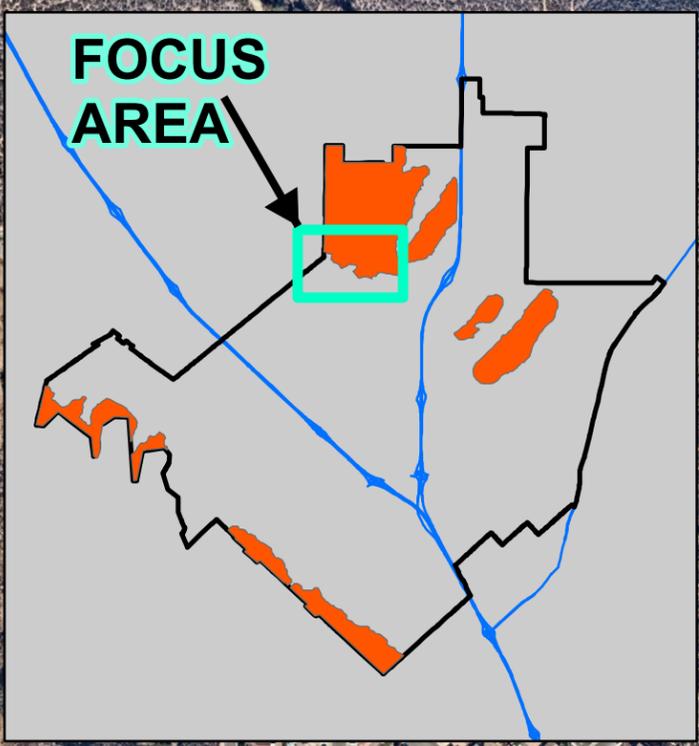
Specific Plan

- Murrieta Hills SP 4
- Greer Ranch SP 2



ICEPLANT LN
EVANDEL RD
DESERT LOCUST ST
ORCHID TREAVE
VINCA CT
PUMPKIN ST
RED MAPLE ST
CHAMOMILE ST
MAHONIA WAY
LEMON GRASS WAY
GREEN RD
HORSETAIL ST
ALOE WY
MAHONIA WAY
PABESU RD
STOCK ST
CHIVE ST
ABELIA ST
RED LEAF LN
EUCLID ST
NUTMEG ST
DARCY PL
GRISHAM ST
TRIANGLE ST



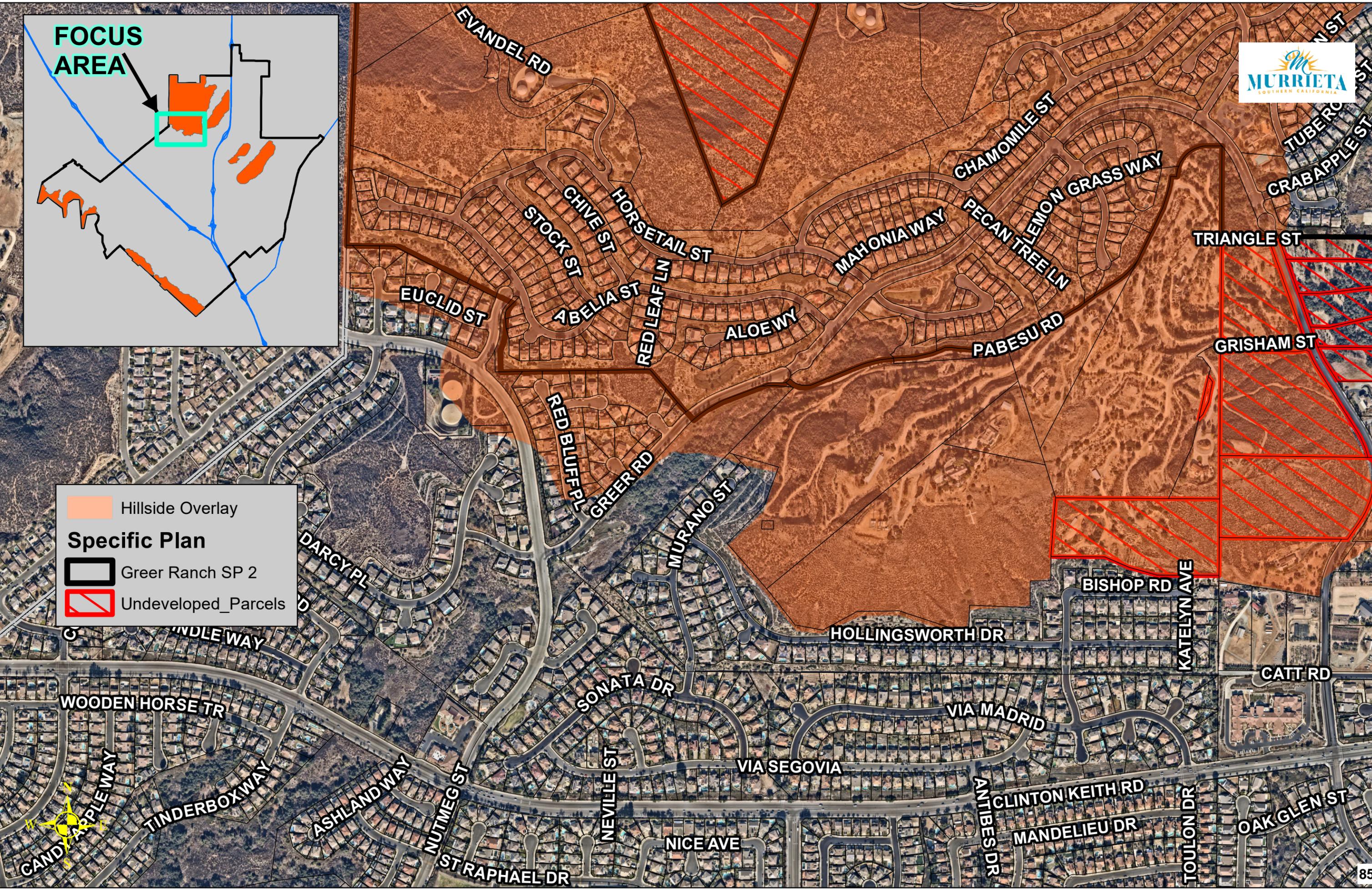


FOCUS AREA

Hillside Overlay

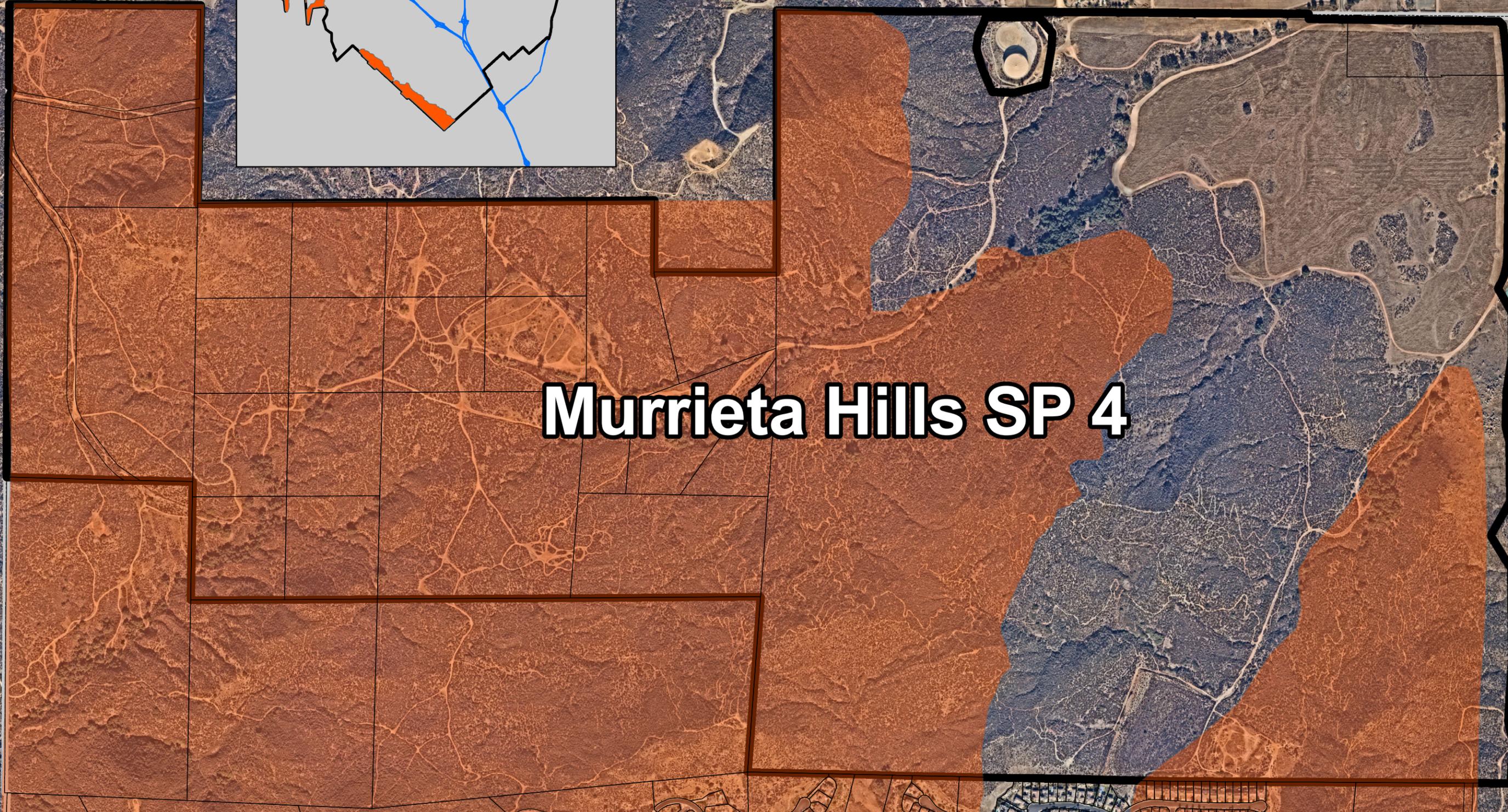
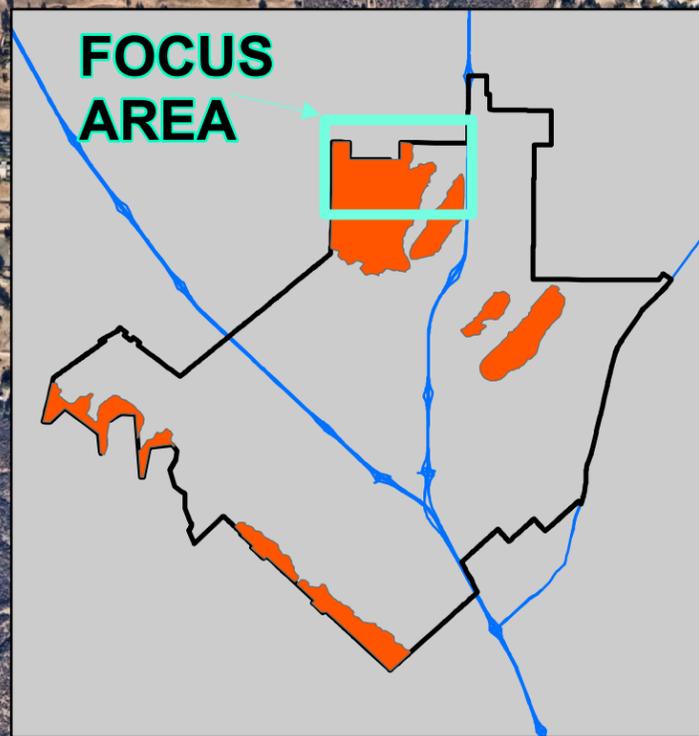
Specific Plan

- Greer Ranch SP 2
- Undeveloped_Parcels



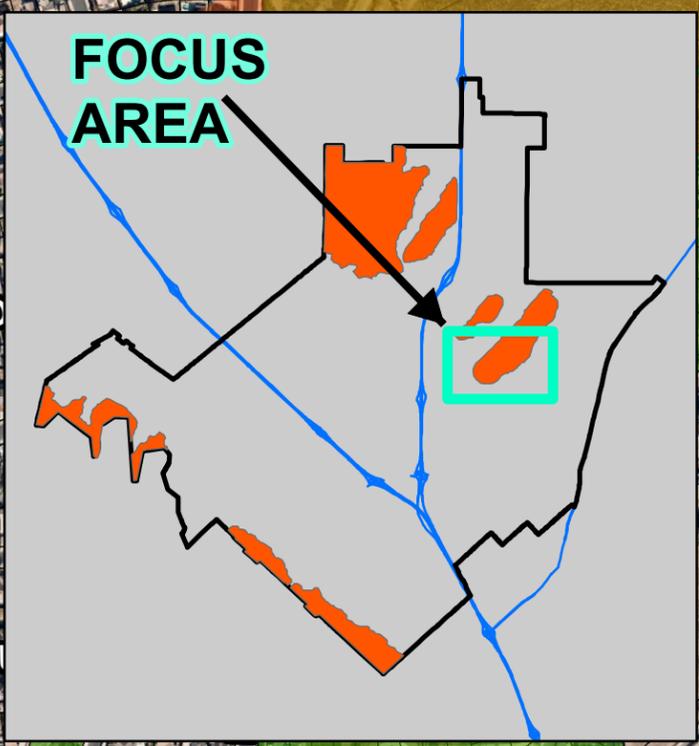


HillSide Overlay
Specific Plan
Murrieta Hills SP 4

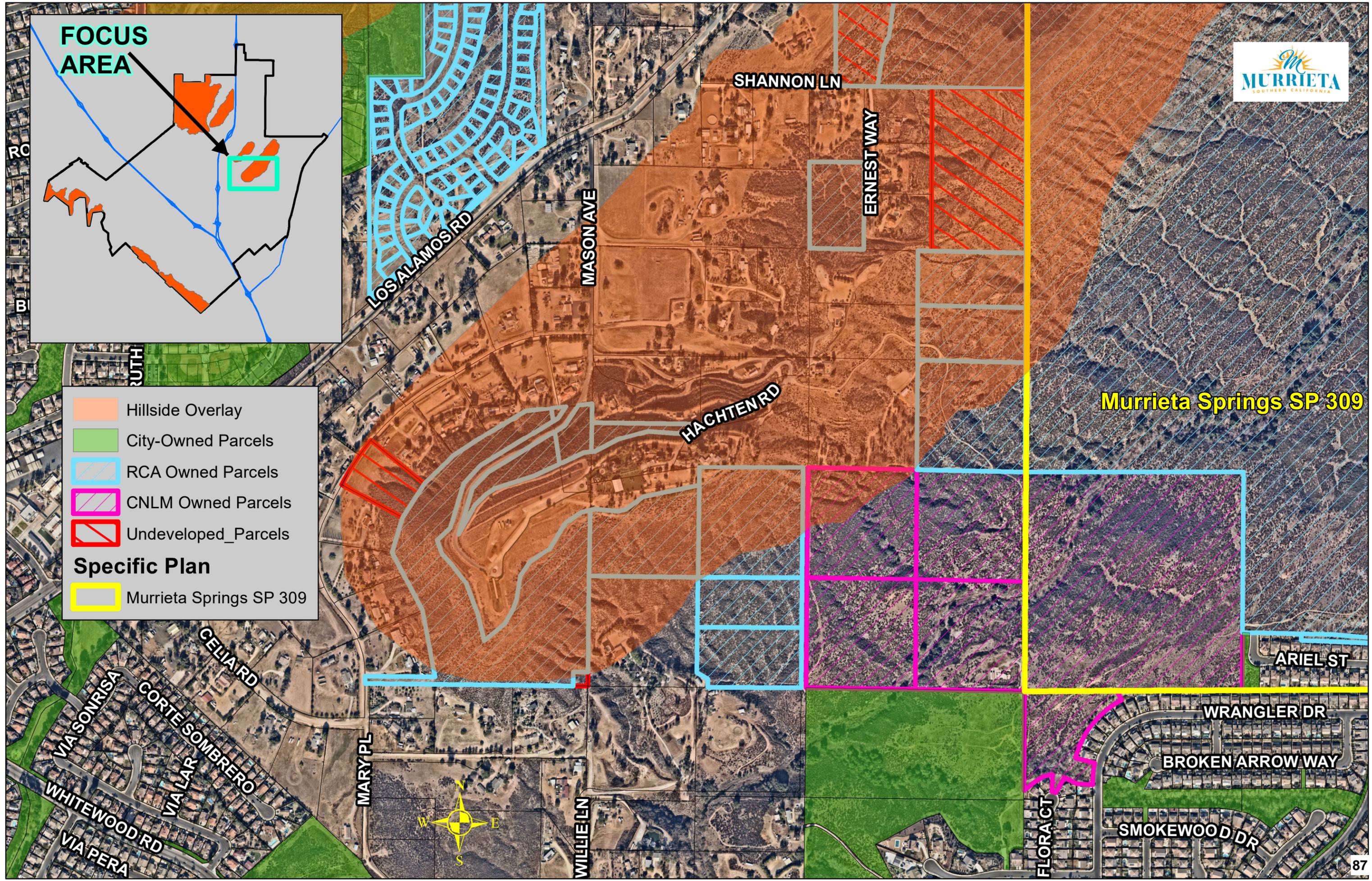


Murrieta Hills SP 4

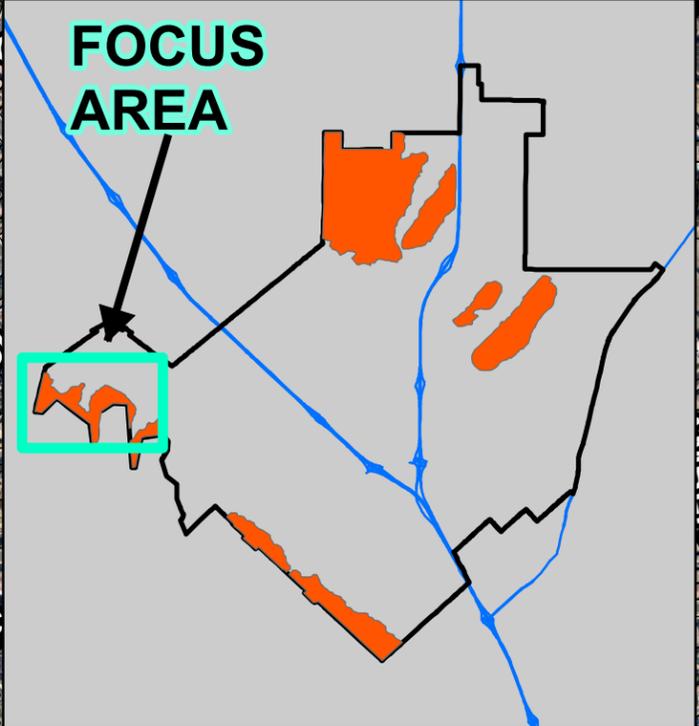
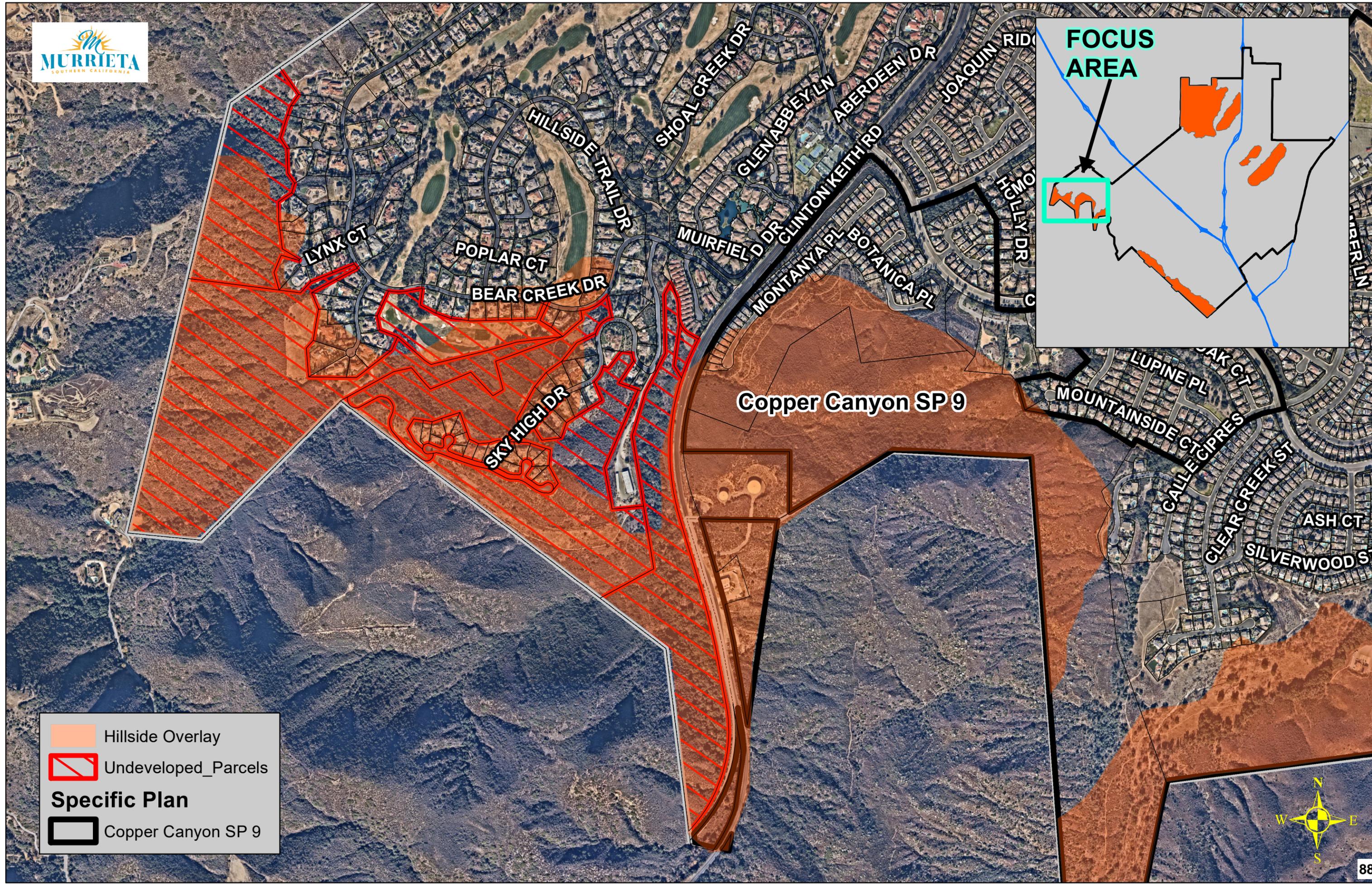
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- Hillside Overlay
 - City-Owned Parcels
 - RCA Owned Parcels
 - CNLM Owned Parcels
 - Undeveloped_Parcels
- Specific Plan**
- Murrieta Springs SP 309



Murrieta Springs SP 309



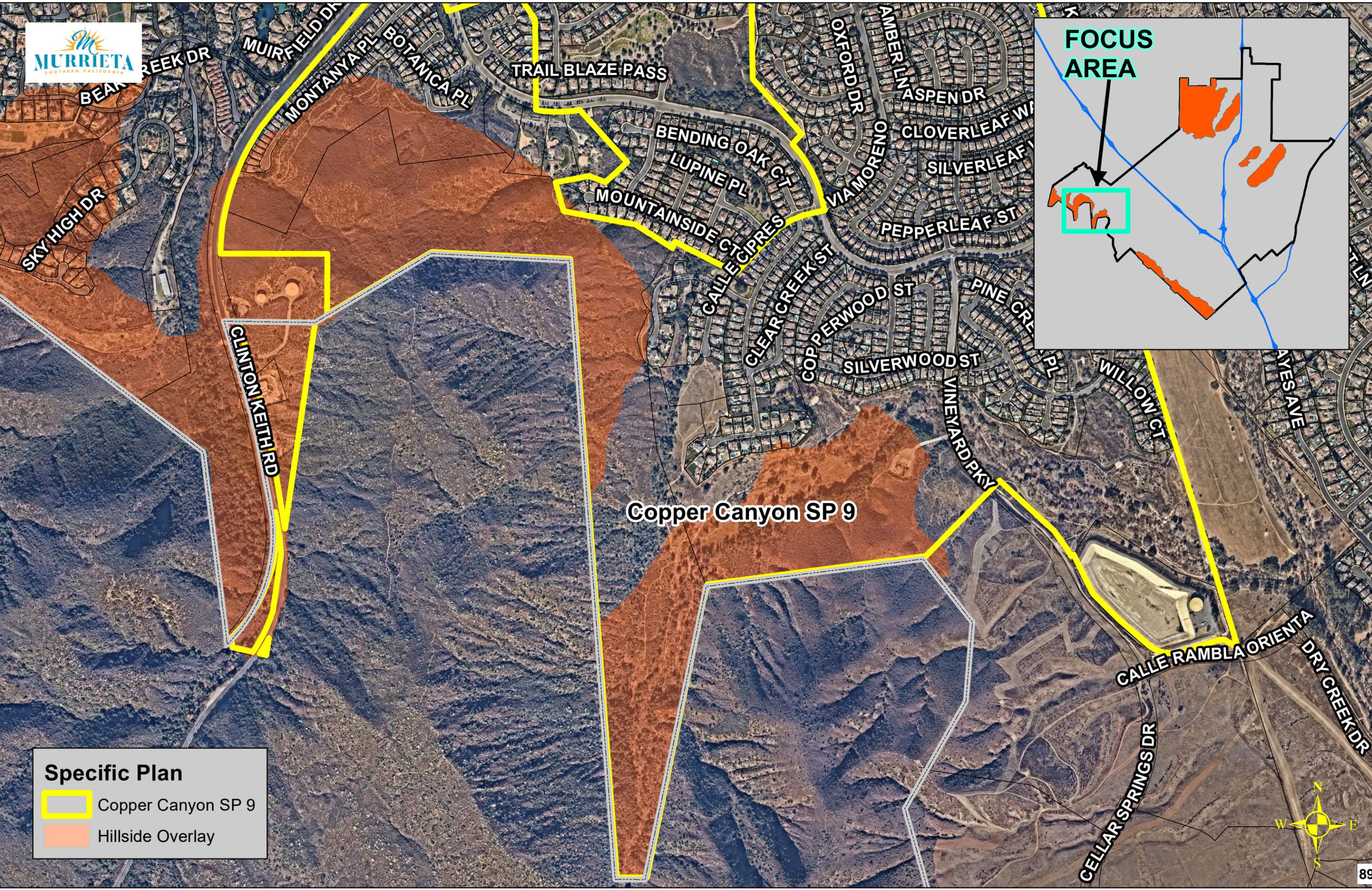
Hillside Overlay

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Specific Plan

Copper Canyon SP 9

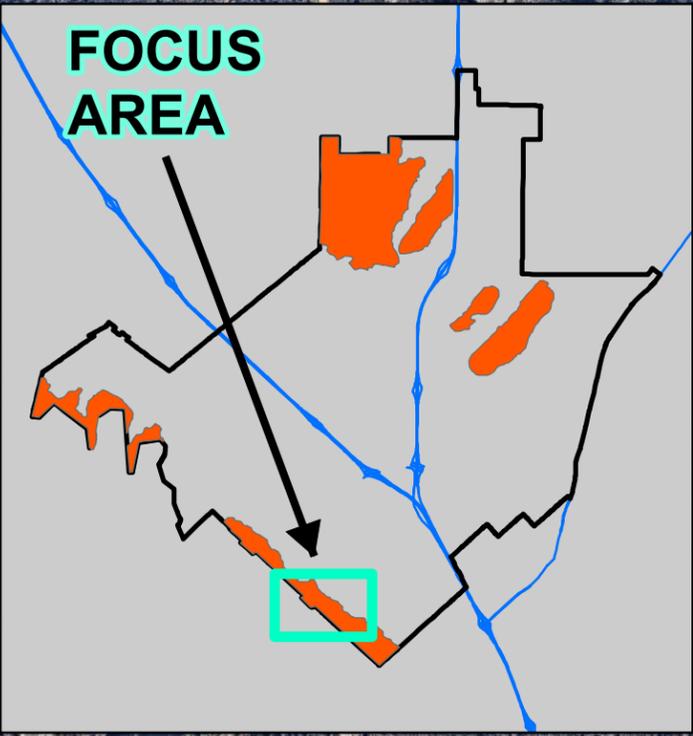
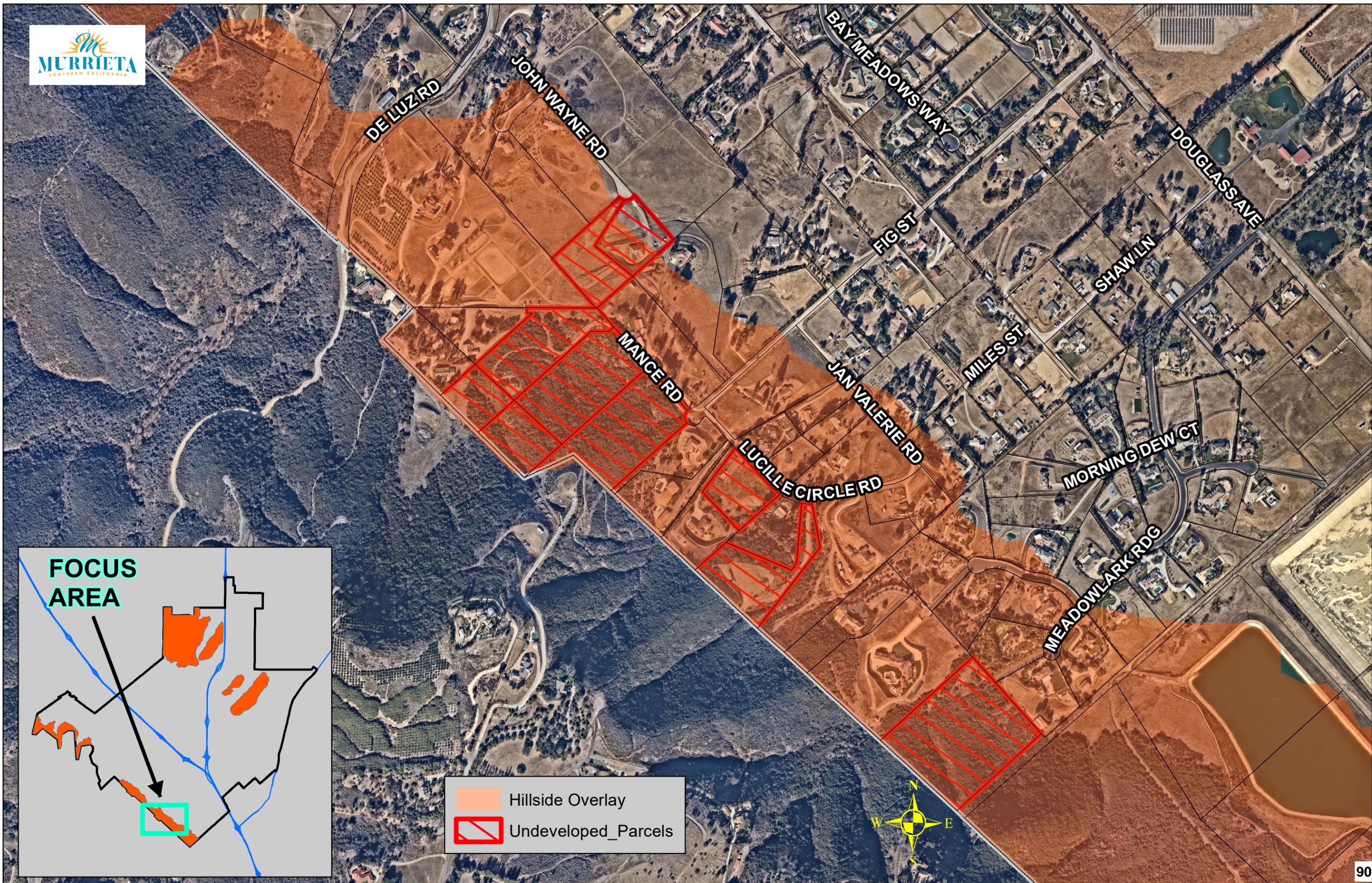




Specific Plan

-  Copper Canyon SP 9
-  Hillside Overlay





 Hillside Overlay

 Undeveloped_Parcels



ATTACHMENT 11

STRIKEOUT/UNDERLINE VERSION

Section 16.08.020 (Residential Districts General Development Standards), Table 16.08-03 (Residential (Single-Family) Zones General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

TABLE 16.08-3 RESIDENTIAL (SINGLE-FAMILY) ZONES GENERAL DEVELOPMENT STANDARDS						
Development Feature	RR	ER-1	ER-2	ER-3	SF-1	SF-2⁽³⁾
Minimum Parcel Size	2.5 acres ⁽²⁾	1.0 acres	0.5 acres ⁽¹⁾	10,000 sq. ft.	7,200 sq. ft.	4,350 sq. ft.
Density Range	0.1 - 0.4 dus/acre	0.4 - 1.0 dus/acre	1.0 - 2.0 dus/acre	2.0 - 3.0 dus/acre	2.1 - 5.0 dus/acre	5.1 - 10.0 dus/acre
Minimum Parcel Width	100 feet	100 feet	100 feet	70 feet	70 feet	55 feet, 45 feet for parcels less than 5,000 square feet. This parcel width shall be increased to a 50 foot width for every fifth lot on a non-cul-de-sac parcel street frontage.
Minimum Livable Area	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
Setbacks						
Front	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
Interior	20 feet	20 feet	20 feet	10 feet	10 feet	7.5 feet per side. For parcels less than 5,000 sq. ft. = A minimum of an average of 12 feet overall for the combination on of both interior sides with no side setback of less than 5 feet.
Street Side	20 feet	20 feet	20 feet	20 feet	20 feet	10 feet
Rear	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
Accessory Structures	Consistent with Section 16.44.150					

Maximum Parcel Coverage	25%	25%	35%	35%	35% for two-story; 45% for single story	50%
Maximum Building Height ⁽⁴⁾	40 feet ⁽⁴⁾	40 feet ⁽⁴⁾	40 feet ⁽⁴⁾	35 feet ⁽⁴⁾	35 feet ⁽⁴⁾	35 feet ⁽⁴⁾
Minimum On-site Landscaping	25% of front yard area					
Small Attached Unit Configuration	Refer to Section 16.16.020 "Planned Residential Development General Standards" for development standards and project review and 16.16.030 "Planned Residential Development Design Standards and Parameters."					
<p>Notes:</p> <p>(1) A forty (40) foot wide buffer shall be provided along Washington Avenue (from Guava to Elm Street) in the public right-of-way. Landscaping to include six-foot high block wall, pedestrian trails and/or sidewalk, and landscaping berms to act as natural buffers. New residential projects will be allowed to access from Washington Avenue with residential lots abutting Washington Avenue are prohibited from taking direct access from Washington Avenue.</p> <p>(2) The minimum parcel area for properties zoned RR can include adjacent area to the centerline of the public street right-of-way.</p> <p>(3) For projects proposing a clustering configuration with detached single-family homes or within small attached unit configurations, please see 16.16.020 "Planned Residential Development General Standards" and 16.16.030 "Planned Residential Development Design Standards and Parameters" for requirements.</p> <p>(4) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.</p>						

Section 16.08.020 (Residential Districts General Development Standards), Table 16.08-04 (Residential (Multi-Family) Zones General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

TABLE 16.08-4 RESIDENTIAL (MULTI-FAMILY) ZONES GENERAL DEVELOPMENT STANDARDS				
Development Feature	MF-1⁽⁵⁾	MF-2	MF-3	MF-4
Minimum Parcel Size	5 acres	5 acres	5 acres	5 acres
Minimum Parcel Width	100 feet	100 feet	100 feet	100 feet
Density Range	10.1 - 15 du/acre	15.1 - 18.0 du/acre	18.1-29.0 du-acre	Min. 30 du/acre
Minimum Livable Area	500 sq. ft.	500 sq. ft.	500 sq. ft.	500 sq. ft.
Setbacks				
Street	10 feet	10 feet	10 feet	10 feet
Interior	10 feet	10 feet	10 feet	10 feet
Maximum Parcel Coverage	35%	35%	50%	None
Maximum Height Limit	50 feet	50 feet	60 feet	100 feet
Open Space (per dwelling unit)				
Private Open Space	60 sq. ft./upper floor 100 sq. ft./ground floor	60 sq. ft./upper floor 100 sq. ft./ground floor	All units 50 sq. ft. ⁽²⁾	All units 50 sq. ft. ⁽²⁾
Common Open Space	200 sq. ft.	200 sq. ft.	150 sq. ft. ⁽³⁾	150 sq. ft. ⁽³⁾
Recreational Amenities			For projects containing 25 or more dwelling units, provide one recreational amenity for each 30 dwelling units or fraction thereof ⁽⁴⁾	For projects containing 25 or more dwelling units, provide one recreational amenity for each 30 dwelling units or fraction thereof ⁽⁴⁾
Minimum On-site Landscaping	10% of the site area			
Notes:				
(1) When adjacent to existing single-family residential use or zone, the building setback from the nearest property line shall be 10 feet for the first 25 feet in height, above 25 feet in height the setback shall be 20 feet, and above 50 feet, the setback shall be 30 feet.				
(2) For stand-alone multi-family residential projects or as part of a mixed-use development, each residential unit shall be provided with at least one area of private open space accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck or balcony				

at a minimum area of 50 square feet. The minimum dimension, width or depth of a balcony shall be 5 feet.

(3) All common open space shall be conveniently located and accessible to all dwelling units on the site. Common open space may include landscaping, pedestrian paths and recreational amenities. In projects containing fewer than 10 units, the common open space shall have a minimum width and depth of 10 feet. In projects containing 10 or more units, the minimum width and depth shall be 20 feet.

(4) One common recreational amenity shall be provided for each 30 units or fraction thereof. The following listed amenities satisfy the above recreational facilities requirements. Recognizing that certain facilities serve more people than others, have a wider interest or appeal, and/or occupy more area, specified items may be counted as two amenities, as noted. In all cases, each square foot of land area devoted to a recreational amenity shall be credited as common open space on a 1:1 basis.

- a. Clubhouse (two)
- b. Swimming Pool (two)
- c. Tennis, Basketball or Racquetball court
- d. Weightlifting facility
- e. Children's playground equipment
- f. Sauna or Jacuzzi
- g. Day Care Facility (two)
- h. Other recreational amenities deemed adequate by the director.

(5) For projects proposing a clustering configuration with detached single-family homes or within small attached unit configurations, please see [16.16.020](#) "Planned Residential Development General Standards" and [16.16.030](#) "Planned Residential Development Design Standards and Parameters" for requirements.

[\(6\) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 \(Hillside Development\) and applicability.](#)

Section 16.08.030(A)(5) (Single-family Residential Design Standards and Design Features) of the Murrieta Municipal Code is hereby amended in part to read as follows:

16.08.030 Single-family Residential Design Standards and Design Features.

...

“5. Walls.

a. Standard: Walls shall be designed using masonry materials such as split face and slumpstone, with colors that complement the architectural design of adjacent buildings.

b. Standard: Walls adjacent to streets shall run in a continuous plane for more than forty-eight (48) feet without incorporating at least two of the following design features:

- 1) A minimum two-foot change in plane for at least ten feet;
- 2) A minimum eighteen- (18-) inch raised planter for at least ten feet;
- 3) A minimum eighteen- (18-) inch change in height for at least ten feet;
- 4) Use of pilasters at forty-eight (48) foot intervals and at changes in wall planes and

height; or

- 5) A section of open grillwork a minimum of four feet in height for at least ten feet.

c. Standard: Refer to Section 16.22.070(F) (Retaining Walls) for retaining wall criteria.”

...

Section 16.08.040(D)(7) (Multi-family Residential Design Standards) of the Murrieta Municipal Code is hereby amended in part to read as follows:

16.08.040 Multi-family Residential Design Standards.

...

“7. Walls.

a. Standard. Walls shall be designed using masonry materials such as split face and slump stone, with colors that complement the architectural design of adjacent buildings.

b. Standard: Walls adjacent to streets shall not run in a continuous plane for more than forty-eight (48) feet without incorporating at least two of the following design features:

- 1) A minimum two-foot change in plane for at least ten feet;
- 2) A minimum eighteen (18) inch raised planter for at least ten feet;
- 3) Use of pilasters at forty-eight (48) foot intervals and at changes in wall planes and height; or
- 4) A section of open grillwork a minimum of four feet in height for at least ten feet.

c. Standard: Refer to Section 16.22.070(F) (Retaining Walls) for retaining wall criteria.”

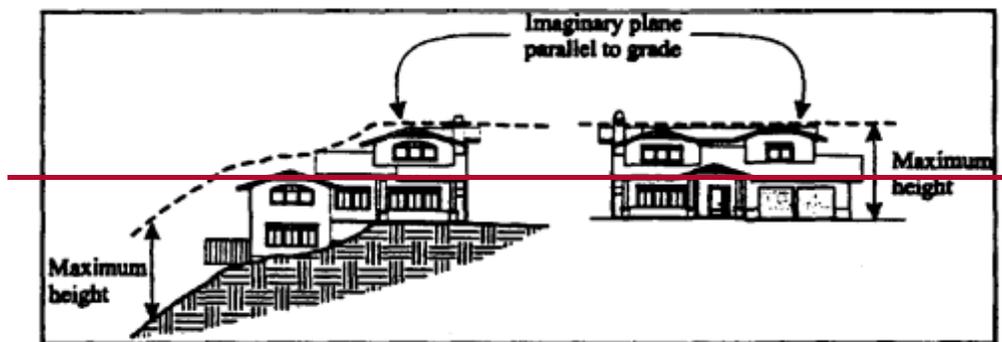
...

Section 16.18.080 (Height Measurement and Height Limit Exceptions) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

“All structures shall meet the following standards relating to height, except for fences and walls, which shall comply with [Chapter 16.22](#) (Fences, Hedges, and Walls).

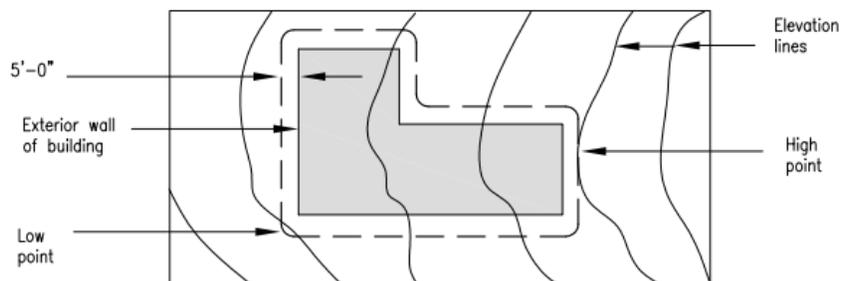
A. Maximum Height. The height of structures shall not exceed the standard established by the applicable zoning district in Article II (Zoning Districts and Allowable Land Uses)- or for structures within a Hillside Area under Section 16.24.020.A. In addition, the ~~Maximum~~ height for structures on a specific parcel shall be measured as follows: ~~the vertical distance from finish grade to an imaginary plane located the allowed number of feet above and parallel to the finish grade.~~

**FIGURE 3-1
HEIGHT MEASUREMENT**



1. Establishing the high point and low point on the property as reference grade points as follows:

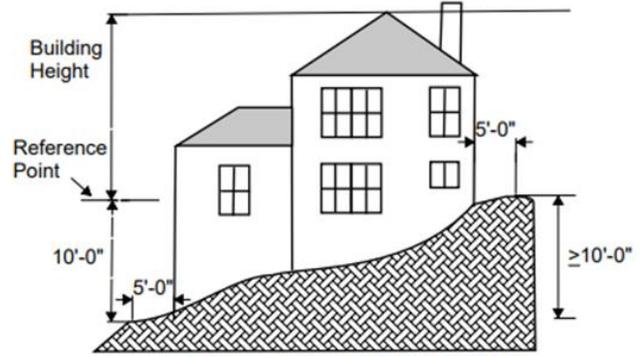
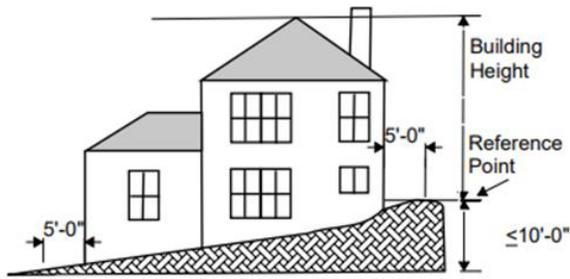
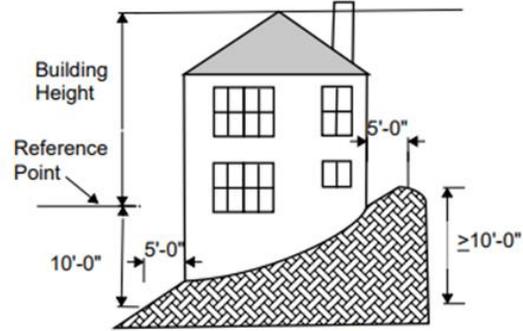
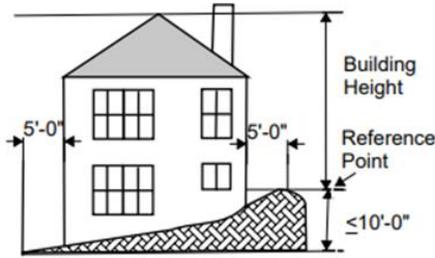
a. A measurement is taken from the lower of existing or proposed grade, 5 feet away from the lowest grade point around the structure, in accordance with Figure 16.18-1. This point shall be the low reference grade point. The highest point anywhere on the structure may not exceed the elevation of that low-grade point by more than the allowable height plus the grade differential between the low point of structure and high point of structure (excluding items as detailed under Section 16.18.080(B) (Exceptions to Height Limits)), but in such case where the actual grade differential exceeds 10 feet, only a maximum of 10 feet may be added to the maximum allowable height per the zone. The measurement is the difference in elevation between the highest and the lowest adjacent ground elevation surrounding the building.



**FIGURE 16.18-1
MEASUREMENT LOCATIONS**

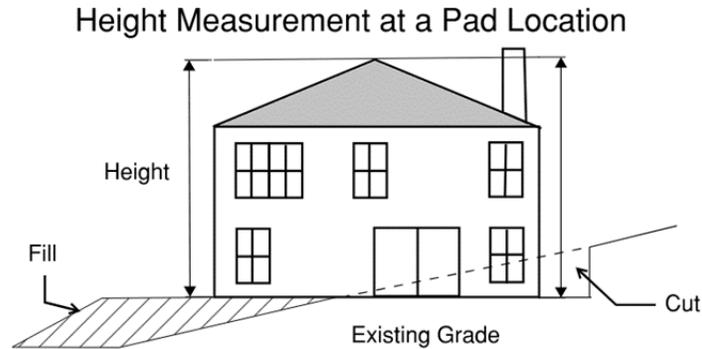
b. If the difference in elevation is 10 feet or less, the reference grade point is established at the highest adjacent ground elevation. See Figure 16.18-2. If the difference in elevation is greater than 10 feet, the reference grade point is established at 10 feet above the lowest adjacent ground elevation. See Figure 16.18-3. For stepped or terraced buildings, the building height is the overall height as illustrated in Figures 16.18-4 and Figure 16.18-5.

Height Measurement on a Slope



**FIGURES 16.18-2, -3, -4, -5
MEASUREMENT CRITERIA**

c. For a project with a proposed pad configuration, the height of the structure is measured by the vertical distance from the finished grade to the height of the roof line. See Figure 16.18-6.



**FIGURE 16.18-6
MEASUREMENT WITH PAD CONFIGURATION**

~~—B. Structures on Sloping Parcels. Where the average slope of a parcel is greater than one foot rise or fall in 7 feet of distance from the street elevation at the property line, structure height shall be measured in compliance with [Chapter 16.24 \(Hillside Development\)](#).~~

~~—CB. Exceptions to Height Limits. Exceptions to the height limits identified in this development code shall apply in the following manner:~~

~~1. **Roof-mounted Features.** Roof-mounted features including chimneys, cupolas, clock towers, elevator equipment rooms, equipment enclosures, and similar architectural features shall be allowed, up to a maximum of fifteen (15) feet above the allowed structure height. The total square footage of all structures above the heights allowed in the zoning districts shall not occupy more than twenty-five (25) percent of the total roof area of the structure. Greater height or area coverage may be allowed subject to the approval of a minor conditional use permit in compliance with [Chapter 16.52](#).~~

~~2. **Parapet Walls.** Fire or parapet walls may extend up to four feet above the allowable height limit of the structure.~~

~~3. **Public Assembly, Hotels, Class "A" Office and Public Structures.** Places of public assembly, including churches, schools, assembly halls, Class "A" office buildings greater than three (3) stories, hotels, and other similar structures may exceed the established height limit by one (1) foot for every two (2) feet that the minimum required front, rear, and side yard setbacks are increased. The increase in the front, rear, and side yard setbacks is determined by averaging the total of the increased building setbacks at the closest point on all sides. The maximum additional height allowed is thirty (30) feet above the height limit established for the applicable zoning district. This exception shall not apply when the site is adjacent to single-family zoned property. This exception may be used in conjunction with the height exception for rooftop equipment.~~

~~4. **Telecommunications Facilities.** Telecommunication facilities, including antennae, poles, towers, and necessary mechanical appurtenances, may be authorized to exceed the height limit established for the applicable zoning district, subject to the approval of a conditional use permit in compliance with [Chapter 16.52](#).~~

5. Basement. A basement is defined as a story that has its floor surface below the adjoining finished grade as both conditioned and unconditioned space per the California Building and Residential Codes.”

Section 16.18.140(D)(4)(b) (Setback Regulations and Exceptions) of the Murrieta Municipal Code is hereby amended to read in part as follows:

16.18.140 – Setback Regulations and Exceptions

..

4. Setback Requirements for Specific Structures:

..

b. Retaining Walls. ~~(Retaining walls up to four feet in height are exempt.)~~ Refer to Table 16.18-2 (Retaining Walls – Non-Hillside Areas) below:

~~1) Up to Six Feet.~~ Retaining walls up to six feet in height may be located within a required set-back provided the exposed side of the wall faces into the subject parcel; and

~~2) Over Six Feet.~~ Retaining walls greater than six feet in height, or where the exposed side of the wall faces out from the subject parcel without regard to height, shall be subject to the same requirements as the main structure in the applicable zoning district.

TABLE 16.18-2 RETAINING WALLS - NON-HILLSIDE AREAS	
Criteria	
Facing Outward Within Front or Street-Side Setback	For residential, mixed-use locations, commercial and industrial, retaining walls within a front yard or street-side setback shall not exceed four feet in height.
Facing Inward	Retaining walls up to six feet in height may be located within a required setback provided the exposed side of the wall faces into the subject parcel and shall incorporate landscaping to screen the wall(s).
Line-of-Sight Locations/Visibility Triangles	For any required line-of-sight locations or visibility triangles, a maximum of thirty inches in height shall be permitted.
Six Feet or Greater - Retaining Wall Facing Outward	Retaining walls six feet or greater in height, shall be subject to the same setback requirements as the main structure in the applicable zoning district and shall incorporate landscaping to screen the wall(s).
Required Offset	At twelve feet in height, a retaining wall shall be separated

	by a minimum of six feet horizontally to accommodate landscaping.
Design Criteria	Refer to Section 16.22.070(F) (Retaining Walls).
Retaining Wall(s) within Hillside Areas	Refer to Table 16.24-2 (Retaining Walls – Designated Hillside Areas)

“

Section 16.22.030 (General Height Limitations), Table 3-3 (Maximum Height of Fences, Hedges, and Walls) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.22.030 General Height Limitations.

“Fences, hedges, and walls may be erected/maintained to the heights shown in Table ~~3-3~~16.22-1.

**TABLE 3-3
MAXIMUM HEIGHT OF FENCES, HEDGES, AND WALLS**

**TABLE 16.22-1
MAXIMUM HEIGHT OF FENCES, HEDGES, AND WALLS**

Location	Maximum Height (within Setback Areas)
Rear and side yards (interior and street side)	Six feet*
Front yards	Three feet*
At intersections of streets, alleys and driveways within traffic safety sight areas.	Twenty-four (24) inches

* The director may approve additional height to enclose or screen areas.”

Section 16.22.040 (Exceptions to Height Limitations) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

“16.22.040 Exceptions to Height Limitations – Non-Retaining Walls.

A. Fences and walls otherwise limited to three feet in height, may be allowed up to five feet in height with see-through (e.g., wrought iron or grille work) fencing material;

B. Fences and walls otherwise limited to six feet in height, may be approved up to eight feet in height with see-through (e.g., wrought iron or grille work) fencing material; and

C. Fences and walls may be allowed up to ten feet when the required setbacks are maintained. Heights greater than ten feet may be allowed subject to approval of the director.”

Section 16.22.050 (Measurement of Fence or Wall Height) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

“16.22.050 Measurement of Fence or Wall Height.

Where there is a difference in the ground level between two adjacent parcels ~~of less than two feet~~, the height of a fence or wall constructed along the property line shall be determined by using the finish grade of the highest contiguous parcel. ~~When there is a difference in the ground level between two adjacent parcels of two feet or more, the height of a fence or wall shall be determined by the director.~~”

Section 16.22.060 (Walls Required Between Different Zoning Districts) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

“16.22.060 Walls Required Between Different Zoning Districts.

Walls shall be provided and maintained between different zoning districts as follows:

A. Where a nonresidential or multi-family zoning district abuts a residential zoning district, a solid masonry wall ~~of six~~ feet in height shall be constructed on the zone boundary line. Walls may be constructed higher than six feet if the viewshed is not impeded. ~~This is and~~ subject to the approval of the ~~D~~irector. ~~If retaining areas are proposed at these locations, please refer to the design standards as described under Section 16.22.070(F) (Retaining Walls);~~

B. Where a ~~Business Park (BP), General Industrial (GI), or General Industrial-A (GIA) IG~~ zoning district abuts another zoning district, a solid masonry wall six feet in height shall be constructed on the zone boundary line. ~~This standard may be applicable at a project location within the Innovation District (INN) depending on the proposed site layout and pedestrian and vehicle access. Please see Section 16.13.030 (Innovation District Design Standards) for additional details and criteria;~~

C. Walls shall be of solid masonry construction and shall be of a decorative design when in view of public rights-of-way subject to approval of the director; and

D. The director may waive or modify requirements for walls between different zoning districts where a solid masonry wall already exists on the contiguous property if the following findings can be made:

1. The existing wall meets or can be modified to conform to the intent of this chapter;
2. Suitable landscaping can be installed adjacent to the existing wall to supplement and enhance the ~~de-sired~~desired physical separation;
3. The existing wall can be protected to prevent vehicle damage, ~~if necessary~~; and
4. Concurrence of the adjacent property owner can be obtained, to modify the existing wall to meet the requirements of this chapter.”

Section 16.22.070 (Special Wall and Fencing Requirements) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

“16.22.070 Special Wall and Fencing Requirements.

A. Swimming Pools, Spas and Similar Features. Swimming pools, spas and other similar features shall be fenced in compliance with [Chapter 15.48](#) (Swimming Pool Enclosures) of the municipal code.

B. Outdoor Equipment, Storage and Work Areas. Screening of outdoor uses and equipment and activities shall be provided in compliance with Section [16.18.120](#) (Screening and Buffering).

C. Temporary Fencing. Temporary fencing may be necessary to protect archaeological or historic resources and/or trees during site preparation and construction. Temporary fencing for these purposes shall be subject to the approval of the director.

D. Fence and Wall Design. Perimeter fences/walls adjoining public rights-of-way shall be articulated in compliance with subsection 16.08.030(A)(5)(b) (Walls). The design shall include an appropriate mix of materials and landscaping subject to the approval of the director.

E. Construction Fencing. Active construction sites shall be enclosed with a locked temporary construction fence or similar barrier to prevent ease of access into the site.

F. Retaining Walls.

1. Retaining walls may be allowed to reduce grading, preserve natural features, or increase soil stabilization.

2. Crib walls, keystone, loffelstein walls, and other similar living wall systems are a design option as long as it can be demonstrated on the project plans that the walls are structurally acceptable and provisions are provided for acceptable landscaping. Such wall shall be subject to the following standards:

a. Utilization of a curvilinear slope pattern consistent with the appearance of the natural hillside terrain.

b. Planted with landscape material suitable for the climate and wall exposure relative to the sun.

c. The landscape aesthetic effect to be achieved by the overall development shall be emphasized and considered.

d. The color palette and materials selected for the retaining wall shall blend in with the adjacent hillsides and landscape plant palette.

3. Retaining Walls shall incorporate materials and colors used in adjacent structures. All materials used to construct the retaining wall(s) shall consist of native stone, poured-in-place concrete, precast concrete block, color treated, textured or veneered to blend in with the surrounding natural colors and textures of the existing landscape and native plant materials.

4. Retaining Walls visible from the public right-of-way shall be designed to provide variation in placement, use of planters, differing materials, and modulation of the wall plane.

5. Retaining Walls shall follow landform grading shapes and contours.

6. Tubular steel or wrought-iron safety fencing may be necessary in conjunction with retaining wall locations. If necessary, these wall locations are to provide for landscape safety maintenance personnel. Construction shall be consistent with the California Building Code and related codes.

7. Refer to Table 16.18-1 (Retaining Walls) and 16.24-2 (Retaining Walls – Designated Hillside Areas) for additional criteria.”

Chapter 16.24 (Hillside Development) is hereby amended in its entirety to read as follows:

“16.24.010 Purpose.

The purpose of this chapter is to provide regulations for the development of areas in the ~~city~~City that, because of their topography, require special consideration to ensure that they are developed in a way that substantially maintains their natural character and environmental and aesthetic values to implement the ~~City's G~~general ~~P~~plan, and to provide for the safety, health, and welfare of the public by:

- A. Providing guidelines and standards for development in visually sensitive ~~hillside areas~~Hillside Areas to minimize the ~~ad-verse~~adverse impacts of ~~grading~~grading and to promote the goals and objectives of the ~~City's G~~general ~~P~~plan;
- B. Maintaining an environmental equilibrium consistent with existing vegetation, wildlife, soils, geology, ~~slopes~~slopes, and drainage patterns, and to preserve natural topography and scenic character, including canyons, creeks, knolls, rock outcrops, and ridgelines whenever feasible;
- C. Encouraging development proposals that feature water conservation and aquifer recharge techniques;
- D. Encouraging development proposals that are sensitive to fire, flood, slide, ~~erosion~~erosion, pollution, or other safety hazards;
- E. Encouraging sensitive development through flexible design and innovative arrangement of building sites by utilizing variable lot sizes, clustering, and setback variations;
- F. Utilizing nontraditional design standards for streets and hillside ~~grading~~grading where development quality and public safety are not affected;
- G. Encouraging developments that incorporate desirable existing features of land (e.g., natural vegetation, viewsheds, topographic features);
- H. Protecting significant natural areas for ecologic purposes, educational, and other scientific study purposes; 1. Encouraging the use of drought-tolerant plant material to protect ~~slopes~~slopes from soil ~~erosion~~erosion and slippage, preserve natural watershed, minimize fire hazard, and minimize the scarring and deformation of the natural landscape;
- I. Limiting the impact of ~~cut~~cut ~~slopes~~slopes on adjacent developed and undeveloped properties; and
- J. Providing for appropriate intensity of development (e.g., density, massing, etc.) ~~in-hillside areas~~through a variety of design techniques to ensure that development intensity decreases as ~~slopes~~slopes become steeper (e.g., lot sizes appropriate for steeper topography and separation of structures sufficient to preserve ~~the~~a viewshed).

16.24.020 Applicability.

~~—A. Hillside Area. The standards contained in this chapter apply to uses and structures within areas that have a slope of twenty (20) percent or greater and/or are designated on the significant features map on file with the department.~~

A. Location Consideration for Analysis. Notwithstanding any other provisions of this Code, the standards contained in this chapter apply to uses and structures within Hillside Areas that have a slope of twenty-five (25) percent or greater and as designated within the boundaries of a Hillside Overlay Map. Additionally, please refer to 16.02.020 (Exemptions from Land Use Permit Requirements), 16.24.080 (Exceptions) for activities and features exempt from review.

B. Basis for Slope Determinations. ~~For the purpose of this chapter, slope shall be computed on the natural slope of the land before grading is commenced, as determined from a topographic map having a scale of not less than one inch equals one hundred (100) feet and a contour interval of not more than five feet.~~ Slope determinations shall be based upon citywide contour data as provided on the City's website under the Geographic Information System webpage under Interactive Mapping.

C. Development Plan Permit Required. Hillside developments shall be subject to the approval of a development plan permit in compliance with Chapter 16.56, unless exempt per adopted City policy or State Law (Example: Accessory Dwelling Unit).

~~—D. The development standards, guidelines and provisions of this chapter shall be applied to those portions of land with a predominance of significant natural slopes exceeding twenty-five (25) percent and areas that are integrally contiguous or slopes determined as significant by the director. The provisions of this chapter shall apply to projects relating to subdivisions, permits, uses, structures, specific plans, master development plans, and associated site plans for development review except as specifically exempted by Section 16.02.020.~~

D. The development standards, guidelines, and provisions of this chapter shall be applied to those portions of land with a predominance of natural slopes exceeding twenty-five (25) percent or greater and areas that are integrally contiguous. The provisions of this chapter shall apply to projects relating to subdivisions, permits, uses, structures, specific plans, master development plans, and associated site plans for development review except as specifically exempted by Section 16.02.020 (Exemptions from Land Use Permit Requirements), and 16.24.080 (Exceptions).

16.24.030 Definitions.

For the purposes of this chapter the following definitions shall apply:

City. The City of Murrieta, state of California, referred to in this development code as the "City."

City Engineer. The Director of Public Works/City Engineer of the city or their duly delegated representative.

City Manager. The official employed by an elected council to direct the administration of the City. See Chapter 2.08 "City Manager"

Clearing. The removal of vegetation (grass, brush, trees, and similar plant types) by hand or mechanical means (e.g. brushing, ~~and/or~~ grubbing).

Cluster Development. A concept where structures are grouped on certain portions of a site, frequently of different shapes and sizes, surrounded by large expanses of open space.

Contour. A line drawn on a plan that connects points of equal elevation.

Cut. ~~The mechanical removal of earth material.~~ An act by which soil, sand, gravel, or rock is cut into, dug, quarried, uncovered, removed, or relocated, and shall include the conditions resulting therefrom.

Daylight Line. The line between the finished grade and natural terrain drawn by connecting points where proposed contours meet existing contours.

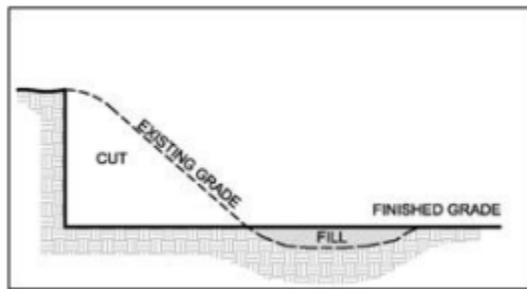
Director. See Section 16.46.050 "Director."

Elevation. Height or distance above mean sea level.

Erosion. The process by which the soil and rock components ~~of the earth's crust~~ are worn away and removed from one place to another by natural forces (e.g., ~~as~~ wind, ~~and~~ water)

Fill. A ~~deposit of earth material placed by artificial means.~~ deposit of soil, sand, gravel, rock, or other material placed by artificial means.

Finished Grade. The final elevation of the ground surface after development, that is in conformance with ~~the~~ approved plans.



Grading. To bring an existing surface to a designed form by excavating, filling, or landforming operations ~~in excess of fifty (50) cubic yards.~~

Contour Grading. A grading concept designed to result in earth ~~forms~~ shaping that resembles natural terrain characteristics. ~~Horizontal and vertical curve variations are often used for slope banks.~~

Conventional Grading. A grading concept that results in simple, straight-forward, cut and fill lines and even ~~planed slopes~~ slopes. ~~This is the most basic type of grading often resulting in an "engineered or man-made" appearance attributable to a lack of curvilinear or natural appearing shapes.~~

Landform Grading. A grading method that replicates the irregular shapes of ~~the~~ natural ~~slopes~~ ground surface. Landform graded ~~slopes~~ land surfaces are characterized by continuous series of concave and convex forms interspersed with mounds that blend into profiles,

nonlinearity in plan view, varying slope gradients, and significant transition zones, between man-made and natural slopes and surfaces.

Hillside Area. Land with an average rise or fall of twenty-five (25) percent or greater or a vertical rise of thirty (30) feet or more. Means those areas specifically designated on a Hillside Overlay Map as adopted by the City Council under Section 16.24.100.

Mass Grading. The movement of large quantities of earth over large areas. Disruption of the majority of the on-site surface terrain resulting in a successive pad/terrace configuration. Modification or elimination of natural landforms may result.

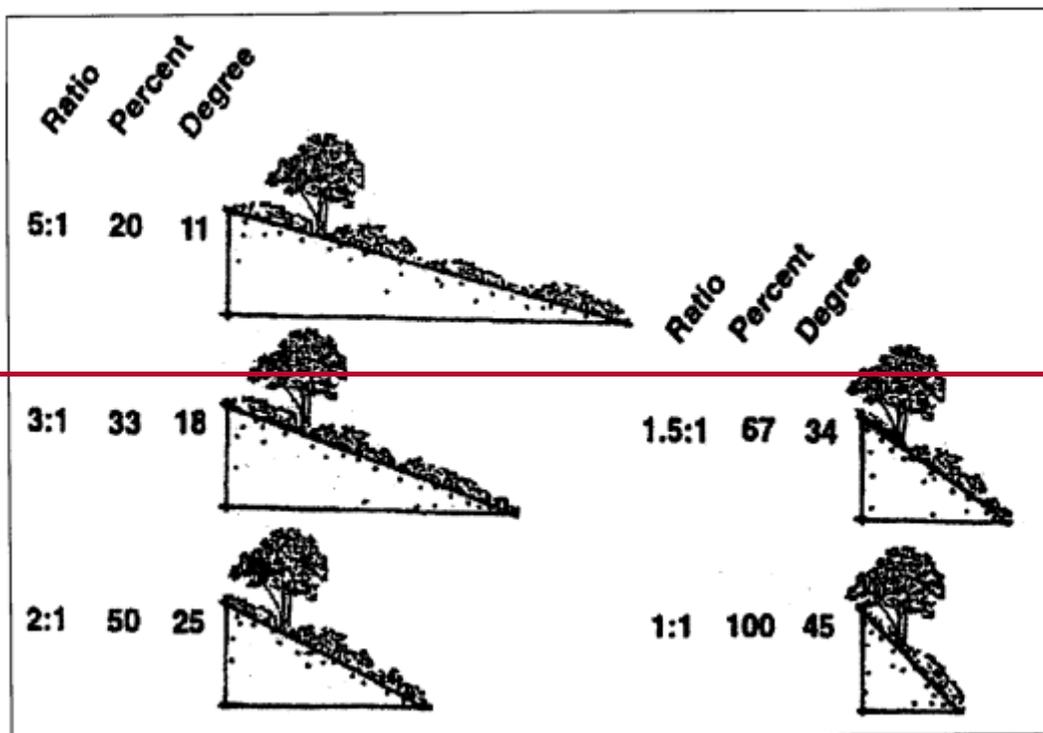
Minimal Grading. A grading concept designed to minimize excavation and filling. Allows the movement of earth for projects (e.g., as individual building foundations, driveways, local roads, and utility excavation). The concept is associated with roads conforming closely to natural contours and with structures being built on natural terrain.

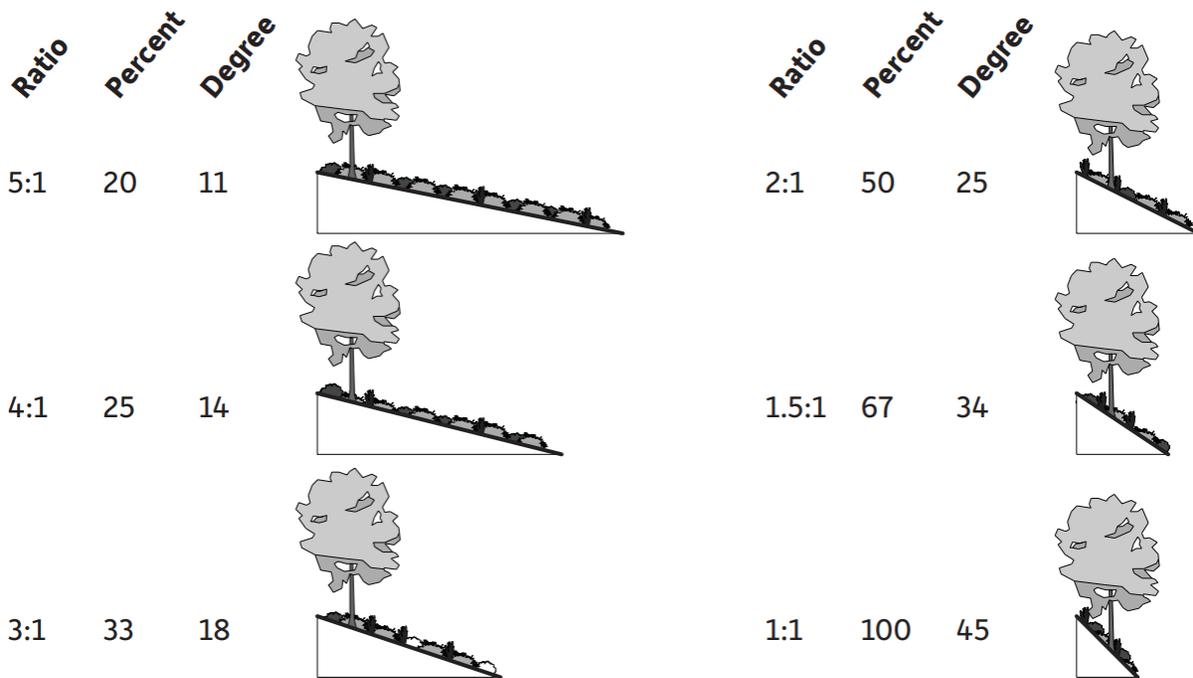
Pad. A level area created by grading to accommodate development.

Prominent Ridge. A ridge or hill location that is visible from Interstate 15, Interstate 215, or from an arterial or secondary street, that forms part of the skyline or is seen as a distinct edge against a backdrop of land.

Ridge. An extended, narrow, conspicuous elevation of land generally between valleys.

Slope. An inclined ground surface, the inclination of which is expressed as a ratio of the vertical distance (rise), or change in elevation, to the horizontal distance (run). The percent of a given slope is determined by dividing the rise by the run, multiplied by one hundred (100).





Slope, Average. ~~The method of determining average natural slope of land using the following equation:~~

~~$$\frac{I \times L \times .0023}{A}$$
 where~~

~~I = Contour interval in feet.~~

~~L = Combined length in feet of contour lines measured on the project site.~~

~~.0023 = A constant that converts square feet into acres and expresses slope in percent.~~

~~A = Project site area in acres.~~

Slope, Man-made. A manufactured slope consisting wholly or partially of either cut or filled material. Slope, Natural. A slope that is not man-made.

Slope, Significant Natural. A slope that is not man-made that exceeds twenty-five (25) percent and a vertical rise of thirty (30) feet or more.

Slope Ratio. The relationship of a slope's horizontal length to vertical height, with the height specified as one (e.g. 2:1).

Slope Transition. The area where a slope plane changes to meet the natural terrain or a level graded area either vertically or horizontally.

16.24.040 Application Submittal Requirements.

Applications for development ~~within the hillside overlay zoning district~~ shall comply with the submittal requirements of this chapter. When a development project is a specific plan or master development plan, the submittal requirements shall be incorporated in the appropriate sections

of the corresponding documents. If adequate detailed studies are provided with the specific plan and/or master development plan, subsequent implementing development applications shall be reviewed for substantial conformance with these plans.

Application filing requirements are as follows:

A. ~~A-Natural Features Map.~~ This map shall identify slope banks, ridgelines, canyons, natural drainage courses, United States Geological Survey (U.S.G.S.) blue-line streams, rock outcroppings, sensitive ~~biotic~~ biological habitats, cultural resources, and other natural features for the purposes of project review and California Environmental Quality Act (CEQA) analysis ~~determined to be worthy of consideration for preservation.~~

~~**B. A Conceptual Grading Plan.** A conceptual grading plan shall be submitted at a minimum scale of one inch to two hundred (200) feet (this scale may be adjusted with the approval of the department). The plan shall include the following items:~~

~~— 1. A legend with appropriate symbols indicating high point, low point, spot elevations, pad and finished floor elevations, top of wall, top of curb, change in direction of drainage, and planned drainage improvements;~~

~~— 2. A separate map with proposed fill areas and cut areas, depths of these areas clearly shown in five-foot topographic lines. Quantities of each cut and fill area shall be clearly marked and calculated as a percentage of the total site area. The fill and cut areas shall be either colored green and red, respectively, cross-hatched, or screened to delineate the separate areas;~~

~~— 3. Contours for existing and proposed land conditions. Existing contours shall be depicted with a dashed line with every fifth contour darker, and proposed contours shall be depicted as above except with a solid line. Contours shall be shown at minimum intervals of five feet of change in elevation, with two-foot contours in the flatter areas (if using Riverside County flood control district topographic maps, a four-foot interval may be used); and~~

~~— 4. Additional information as required to assist department review of the project.~~

B. Overall Conceptual Grading Plan. An overall conceptual *grading* plan shall be submitted at a minimum scale of one (1) inch equals twenty (20) feet). The plan shall include the following items:

1. A legend with symbols identifying the following, but not limited to: high point, low point, spot *elevations*, *pad*, top of wall, top of footing, top of curb, top of ground surface on both sides of a retaining wall, and planned drainage improvements;

2. A separate map shall be provided with proposed *cut* and *fill* areas, depths of these identified areas shown in five-foot topographic lines. Quantities of each *cut* and *fill* area shall be identified and calculated as a percentage of the total site area. The *cut* and *fill* areas shall be either colored green and red, cross-hatched, or screened to delineate each respective area;

3. *Contours* for existing and proposed topographic conditions shall be provided within submitted plan exhibits. Existing *contours* shall be depicted with continuous screened lines and proposed *contours* shall be depicted as above except with a solid line. *Contours* shall be shown at minimum intervals of two feet of change in elevation. Elevations of less than two feet shall be depicted with spot elevations; and

4. Additional information as required to assist with review of the project.

C. Drainage Map. A conceptual drainage and flood control facilities map describing planned drainage improvements. The map shall utilize ~~city~~City standards or an acceptable alternate as determined by the ~~city engineer~~City Engineer or their designee.

~~—D. Slope Analysis Map.~~ A slope analysis map for the purpose of determining the ~~quantity~~ amount and location of land as it exists in its natural state and for calculating average slope categories. A base topographical map ~~for~~of the site shall be prepared and shall have a scale of not less than one inch to ~~one~~two hundred (100/200) feet. The base topographical map shall include adjoining properties within one hundred (100) feet of the site boundaries to portray the site's context. Slope bands in contrasting colors shall be delineated in the range of zero to twenty-five (0—25) percent, twenty-six to fifty (26—50) percent, and fifty (50) percent or greater. A tabulation of the land area by slope percentage shall also be provided.

~~The exact method for computing the percent slope and area of each slope category shall be sufficiently de-scribed and presented so that a review can be readily made. A heavy solid line indicating the twenty-five (25) percent grade differential shall be clearly marked on the plan. An eight and one-half by eleven (8 1/2 x 11) inch legible acetate reduction of the slope analysis with appropriate legend shall also be provided.~~

DE. Slope Profile Drawings. ~~A sufficient number of slope profiles shall be provided to clearly illustrate the ex-tent of the proposed grading.~~ A minimum of four ~~c~~Cross-section slope profiles shall be included with the slope analysis. Additional profiles may be required as determined by the ~~city engineer~~City Engineer or their designee. The slope profiles shall:

1. Be drawn at the same scale and indexed, or keyed, to the slope analysis map, ~~grading~~grading plan, and project site map. Both vertical and horizontal scales shall be indicated;

2. Show existing and proposed topography, structures, and infrastructure. Proposed topography, structures, and infrastructures shall be drawn with a thin, solid line. Existing topography and features shall be drawn with a dashed line;

3. Extend at a minimum of ~~least~~one hundred (100) feet outside the project site boundary to clearly show the impact on adjacent property. ~~Additional distance may be necessary to determine off-site terrain and features;~~

4. Be drawn along those portions of the ~~subject~~ site where:

a. The greatest ~~portion of the site where~~ alteration of existing topography is proposed;

b. The most intensive or massive ~~development~~portion of the site where development is proposed (~~e.g. where structures are proposed~~);

~~c.—The site is most visible from surrounding land uses; and~~

~~cd.~~ Where ~~proposed grading~~grading ~~will~~would potentially impact existing natural drainage conditions.

5. At least two of the slope profiles shall be roughly parallel to each other and roughly perpendicular to existing ~~contour~~ contour lines. At least one other slope profile shall be roughly at a ninety (90) degree angle to the other slope profiles and existing contour lines.

F. Indicate Source of Data. ~~Both the slope analysis and slope profiles shall indicate the datum, source, data, and scale of topographic data used in the slope analysis and slope profiles.~~

G. Geotechnical Report. A geotechnical and soils report, shall be prepared by a registered geotechnical engineer to ~~city~~ City standards and provide in sufficient detail to substantiate and support the design concepts presented in the application ~~as submitted~~. Additional environmental technical studies and investigations, including, but not limited to, hydrologic, seismic, access/circulation, cultural, tribal cultural, and ~~biota research~~ biological resources may also be required to help in the determination of the buildable area of a subject site for consistency with project review and for California Environmental Quality Act (CEQA) analysis.

H. Objective Design Guidelines. Objective D design guidelines shall be provided for projects that are to be reviewed by the Planning C commission. Otherwise, illustrative building ~~elevations~~ elevations showing all sides of the structure shall be provided.

I. No Grading Proposed. ~~In the event that no grading is proposed, (e.g., custom lot subdivision) a statement to that effect shall be filed with a plan that shows possible future house plotting, pad grading, driveway design, and septic system location for each parcel proposed. The plan shall be prepared on a topographic map drawn at a scale of one inch to two hundred (200) feet. See 16.24.080 (Exceptions) for applicability.~~

J. Additional Information. The following items may be required if determined necessary by the ~~director~~ City Engineer or their designee to aid in the analysis of the proposed project:

1. A line of sight or view analysis;
2. Photographic and/or computer generated graphic renderings;
3. A topographic model and/or large scale detailed partial model; or
4. Other illustrative techniques determined necessary to aid in review of the project.

~~—K. Exceptions to the filing requirements shall be determined by the director.~~

16.24.050 Project Review Procedures.

Projects within designated hillside areas shall be subject to review and approval by the director or the commission in compliance with the provisions of this chapter.

A. Director Approval. The director shall approve, approve with conditions, or deny development proposal applications when the following conditions apply:

1. Development plan permits;
2. Extensions of time; or

3. Building permit reviews.

B. Commission Approval. The commission shall approve, approve with conditions, or deny development proposal applications when one or more of the following conditions apply:

1. When padded building sites are proposed; or
2. Proposals referred to the commission by the director.

C. Modification of Requirements. The commission may modify or waive a development standard:

~~when an improved or more sensitive design will result. Further, where it can be demonstrated that imposing hillside development standards would either render a parcel unbuildable and create a loss of its reasonable economic use, or place an undue restriction on the improvement of the property, development consistent with the general plan shall be allowed subject to approval by the commission, if the following findings can be made:~~

- ~~a. The site is physically suitable for the design and siting of the proposed development. The proposed development will result in minimum disturbance of environmentally sensitive areas;~~
 - ~~b. The grading proposed in connection with the development will not result in soil erosion, silting of lower slopes, flooding, severe scarring or other geological instability or fire hazard that would affect health, safety and general welfare as determined by the city engineer;~~
 - ~~c. The proposed development retains the visual quality of the site, the aesthetic qualities of the area and the neighborhood characteristics by utilizing proper structural scale and character, varied architectural treatments, and appropriate plant materials; and~~
 - ~~d. The proposed development is in conformance with the qualitative development standards and guidelines as established in this chapter and is conformance with the goals, objectives and policies of the general plan.~~
1. When an improved or more environmentally sensitive design would result. Further, where it can be demonstrated that imposing the objective hillside development standards would either render a parcel unbuildable and create a loss of its reasonable economic use, or place an undue restriction on the improvement of the property, development consistent with the *City's* General Plan shall be allowed subject to approval by the Planning Commission, if the following findings can be made:
 - a. The site is physically suitable for the design and siting of the proposed development. The proposed development will result in minimum disturbance of environmentally sensitive areas;
 - b. The *grading* in connection with the development would not result in soil *erosion*, silting of lower *slopes*, flooding, severe scarring, create other geological instability conditions, or a fire hazard condition that would affect the public's health, safety and general welfare for the *City*, as determined by the City Engineer.

16.24.060 Hillside Development Standards.

The following are minimum standards and shall apply to a use, development, or alteration of land in compliance with Section [16.24.020](#) (Applicability). These standards are supplemented by the provisions of the development guidelines contained in Section [16.24.070](#) (Hillside Development Guidelines) of this chapter.

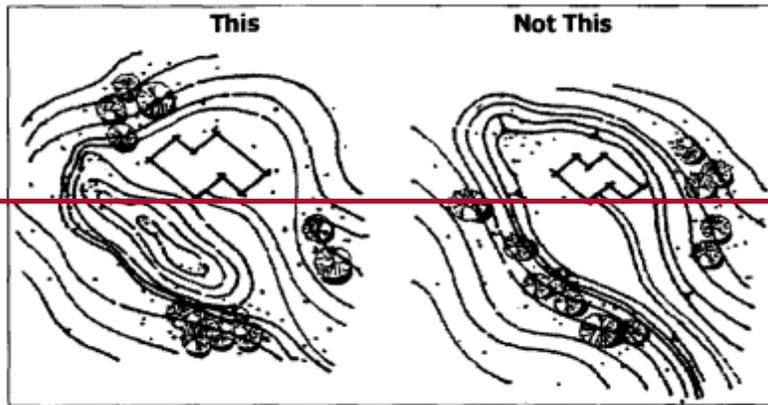
A. Hillside Slope Categories. The following ~~descriptions~~categories serve as ~~general standards~~guidelines for determining the applicability of hillside ~~slope~~conditions at a subject site ~~categories to ensure that development will compliment the overall character of the landform.~~

**TABLE 16.24-1
HILLSIDE DEVELOPMENT STANDARDS**

% Natural Slope Category	Standards
Up to Under 25%	This is not considered a hillside condition.
Over 25% up to but less than 50%	This is a hillside condition. Development within this slope category is limited to the less visually prominent slopes slopes of a subject site, and then only where it can be shown demonstrated that grading grading, vegetation removal, safety, and environmental and aesthetic, and other environmental impacts are can be minimized. Potential impacts of from site access and roadways shall be minimized by following natural contours contours or using grade separations. Proposed S structures shall blend with the natural landform through their shape, material, and utilization of natural occurring color(s). Special hillside architectural and design techniques are required, which may include the use of larger lots, variable setbacks, and variable building structural techniques and clustering. Padded building sites may be considered in some instances. Where this occurs, the commission may consider padded building sites adjacent to special features when it is found that grading of padded building sites will create a better relationship between the special feature(s) and the building sites.
50% and over ⁽¹⁾	This is an excessive slope condition and development is prohibited.
	⁽¹⁾ This applies to the property as a whole.

B. Site Design.

1. Projects ~~located in hillside areas~~ shall incorporate clustering, variable setbacks, multiple orientations, and other site planning techniques to preserve open spaces, protect natural features, and offer views to residents.



2. When clustering techniques are ~~used~~utilized, the minimum lot sizes may be decreased to five thousand (5,000) square feet when it is necessary to preserve sensitive lands (e.g., hillsides, creeks, habitat areas, etc.). Lots may be allowed smaller than five thousand (5,000) square feet, but not smaller than four thousand (4,000) square feet, for up to twenty (20) percent of the total approved lots and only under an approved specific plan when ~~absolutely~~necessary to preserve sensitive and ~~hillside areas~~Hillside Areas. Lots under five ~~thou-sand~~thousand (5,000) square feet are prohibited in slope areas of twenty-five (25) percent or greater.

C. Driveways and Roadways.

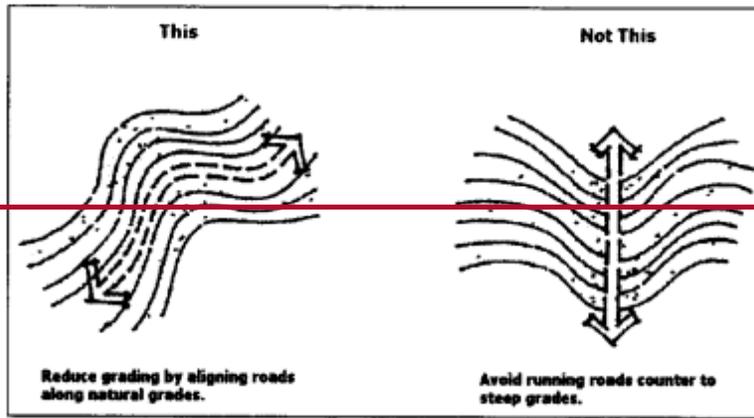
1. Driveways shall ~~be designed in a manner as to when a vehicle is entering a public~~and /or private streets, ~~maintaining~~adequate sight distance shall be maintained as determined by the ~~city engineer~~City Engineer or their designee.

2. Driveways shall not be located within three feet of a side property line. Exceptions ~~to this standard~~ may be considered based on lot size, percentage of slope, ~~appropriate~~drainage facilities and use as a common-~~(joint)~~ driveway by the City Engineer or their designee.

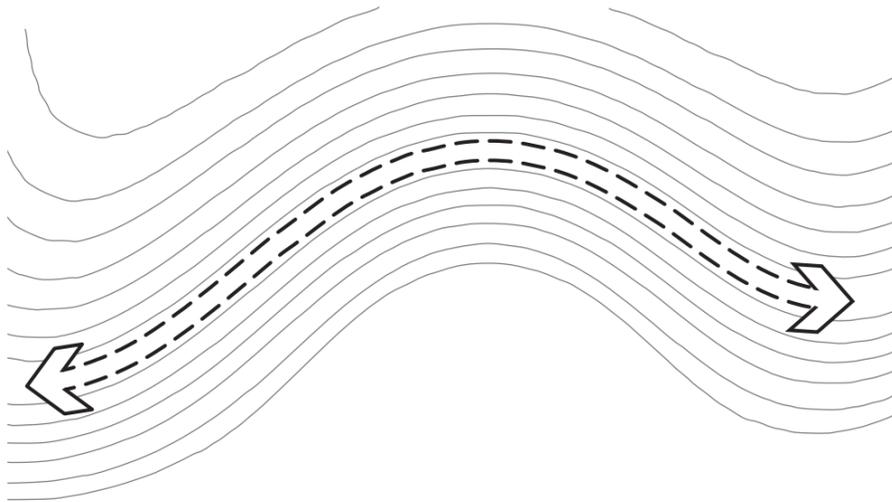
3. Only ~~slopes~~slopes less than fifty (50) percent (2:1) shall be ~~allowed~~permitted adjacent to driveways.

4. Driveway grades above fifteen (15) percent may only be considered by the City Engineer or their designee when driveways are aligned with the natural ~~contours~~contours of the land, and are necessary to achieve ~~effective~~site design, and safety considerations ~~are met~~ to the satisfaction of the ~~building and safety official, city engineer, and the fire department~~building and safety official, City Engineer, or designee, and fire code official. ~~Proper~~dDesign considerations shall be employed, including the use of vertical curves. On ~~proposed~~driveways ~~that may be approved~~with a slope greater than fifteen (15) percent, a coarse, all-weather paving material (e.g. asphalt or concrete), or grooves for traction, shall be incorporated into the ~~design~~construction.

5. Roadways shall conform to the natural landform. Significant alterations to the physical and visual character of a hillside shall be avoided by eliminating large notches in ridgelines and wide straight alignments. Modified or ~~reduced-width~~reduced-width road sections and split sections shall be considered in the layout of hillside streets to reduce ~~grading~~grading and ~~cuts~~cuts in topography while allowing access for fire trucks and other emergency vehicles.

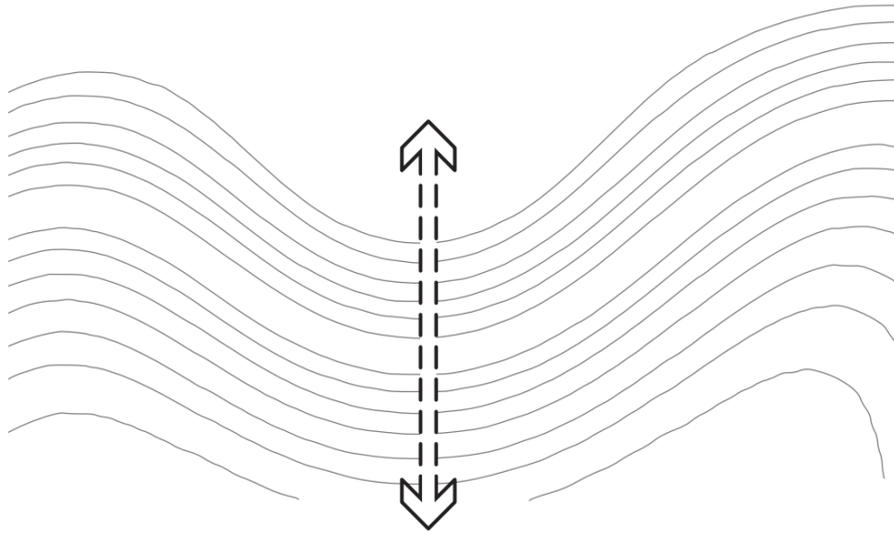


This



Reduce grading by aligning roads along natural grades

Not This



Avoid running roads counter to steep grades

**FIGURE 16.24-1
ROADWAY PLACEMENT**

6. Where road construction is proposed ~~in hillside areas~~, the standards shall be consistent with those identified for high fire hazard areas, [the California Fire Code](#), and with [City design standards](#).

7. The extent of vegetation and visual disruption shall be minimized by the combined use of retaining structures and regrading to approximate natural ~~slopes/slopes~~. The view along a street frontage shall be screened with landscaping and the maintenance of views shall be preserved as demonstrated on the project plans. ~~shall provide a pleasant appearance with a sense of open space and landscaping.~~ The use of terraced walls and landscaping ~~to reduce grading impact associated with retaining walls~~ is a recommended design technique to address this visual impact ~~encouraged~~.

8. Wet utilities shall be placed in the road right-of-way, where feasible, and approved by the reviewing agency.

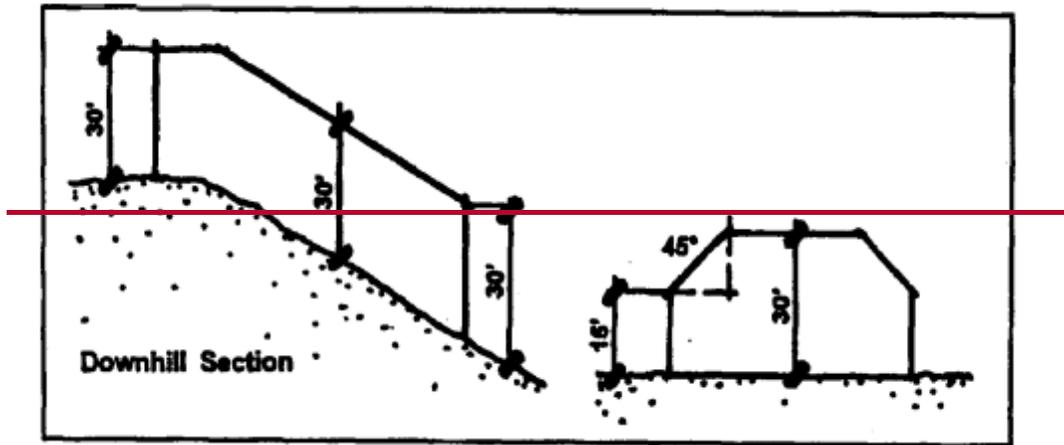
9. ~~Appropriate~~ Scaled roadway drainage facilities and grades shall be provided consistent with [City design standards](#).

D. Architecture.

1. ~~The building envelope for primary structures, except for padded building sites,~~ The maximum structure height shall be thirty (30) feet. Refer to Section 16.18.080.A (Maximum Height) for additional criteria on how to calculate the maximum height for a sloped parcel. ~~as follows:~~

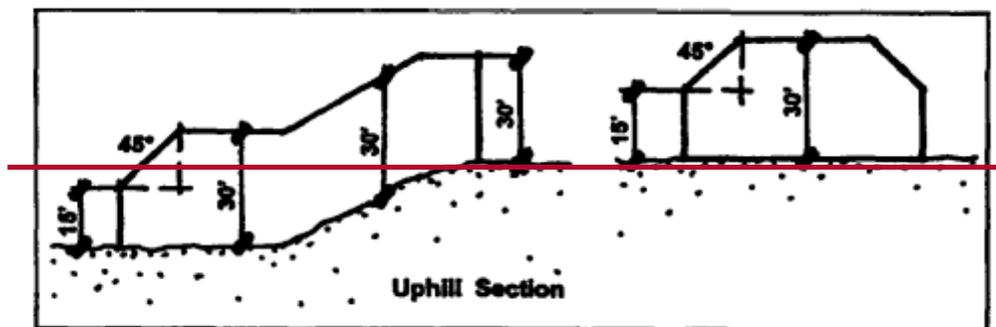
~~a. Downhill Lot. The maximum structure height shall be thirty (30) feet, measured from finished grade at the front setback line extending towards the rear of the lot. The maximum~~

height at the side setbacks shall be fifteen (15) feet extending up toward the center of the lot at a forty-five (45) degree angle to a maximum height of thirty (30) feet as measured from finished grade.



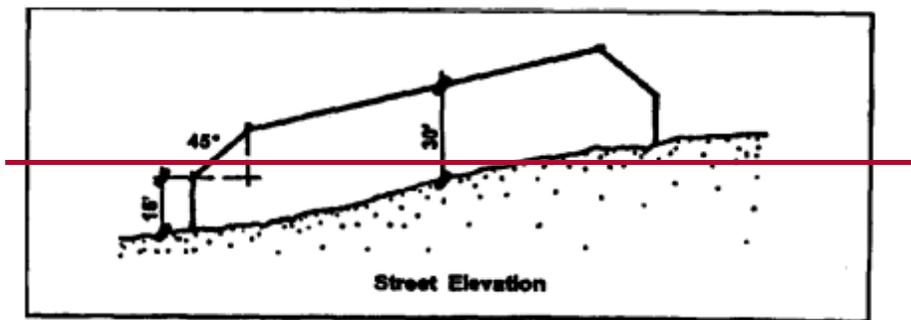
**FIGURE 3-4
BUILDING ENVELOPE FOR DOWNHILL LOT**

b. Uphill Lot. The maximum structure height shall be fifteen (15) feet, measured from finished grade at the front setback line extending up towards the rear of the lot at a forty-five (45) degree angle to a maximum height of thirty (30) feet. The maximum height at the side setbacks shall be fifteen (15) feet extending up towards the center of the lot at a forty-five (45) degree angle to a maximum height of thirty (30) feet as measured from finished grade.



**FIGURE 3-5
BUILDING ENVELOPE FOR UPHILL LOT**

c. Cross Slope Lot. The maximum structure height shall be thirty (30) feet, measured from finished grade at the maximum front setback line extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen (15) feet extending up towards the center of the lot at a forty-five (45) degree angle to a maximum of thirty (30) feet as measured from finished grade.



**FIGURE 3-6
BUILDING ENVELOPE FOR CROSS LOT SLOPE**

ad. Architectural Projections Allowed. Architectural projections and variations in roof design are encouraged. Projections above the maximum height limits for architectural features may be allowed subject to approval by the ~~director~~ Director.

2. ~~In steeper terrain,~~ Reduction of front yard setbacks may be considered in order to minimize rear yard grading.

~~3. Architectural treatments shall be provided on all sides of a structure. Elements of the architectural treatment used on the front facade shall be repeated on all sides of a structure with additional emphasis on those elevations visible from public rights-of-way.~~

43. Building materials and color schemes ~~shall blend with the natural landscape. Colors shall be of earth tones and the value (lightness or darkness) of the specific hue shall be as close to that of the immediately surrounding landscape as possible as demonstrated on the project plans. Where exterior stucco is used, it shall have a final coat of integrated color in a muted earth tone. Contrasting color accents shall be kept to a minimum.~~

54. Treated wood or materials of a wood-like appearance, having the necessary fire retardant characteristics, are a ~~design option encouraged~~ design option as well. Use of other natural materials (e.g., river rock) is ~~also strongly encouraged~~ a design option as well. The reflectivity of exposed surfaces (walls, roofs, windows, frames, and paved surfaces) shall be mitigated ~~by with the incorporation of~~ overhangs, trellises, planting, and similar features.

65. Exterior lighting shall be located and shielded ~~so as to not impact adjacent property owners in terms of glare and privacy~~ in compliance with Section 16.18.100 (Lighting).

E. Walls and Fences.

TABLE 16.24-2 RETAINING WALLS – DESIGNATED HILLSIDE OVERLAY AREAS	
Criteria	
Up to Three Feet Within Front or Street-Side Setback	Walls within the required front yard or street-side setback shall not exceed three feet in height, shall be separated by a minimum of three feet, and shall

	incorporate landscaping to screen the wall(s).
Line-of-Sight Locations/Visibility Triangles	For any required line-of-sight locations, or visibility triangles, a maximum of thirty inches in height shall be permitted.
Up to Six Feet.	Where multiple terraced retaining walls are designed to retain larger slopes, they shall not exceed six feet in height. Refer to Figure 16.24-2.
Over Six Feet	Prohibited
Over Six Feet and as Part of the Structure.	Walls that are an integral part of the primary structure may exceed six feet in height; however, their visual impact shall be mitigated through <i>contour grading</i> and landscape treatment. Refer to Figure 16.24-3.
Required Offset	At six feet in height, a retaining wall shall be separated by a minimum of six feet horizontally. Refer to Figure 16.24-2.
Design Criteria	Refer to Section 16.22.070.F (Retaining Walls).

~~— 1. Retaining walls, not exceeding six feet in height, may be allowed to reduce grading, preserve natural features, or increase soil stabilization. Within the required front yard setback, individual retaining walls shall not exceed three feet in height.~~

~~— 2. Where multiple (terraced) walls are designed to retain larger slopes they shall not exceed six feet in height and shall be separated by a minimum of six feet horizontally. A maximum of two walls shall be placed together. Walls within the required front yard setback shall not exceed three feet in height and shall be separated by a minimum of three feet and shall incorporate landscaping to screen the wall(s).~~

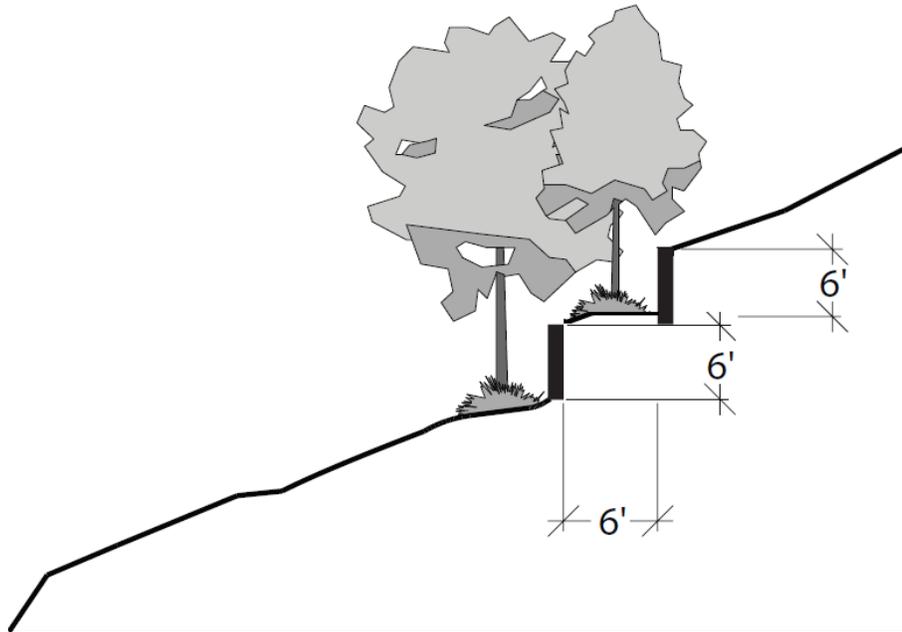
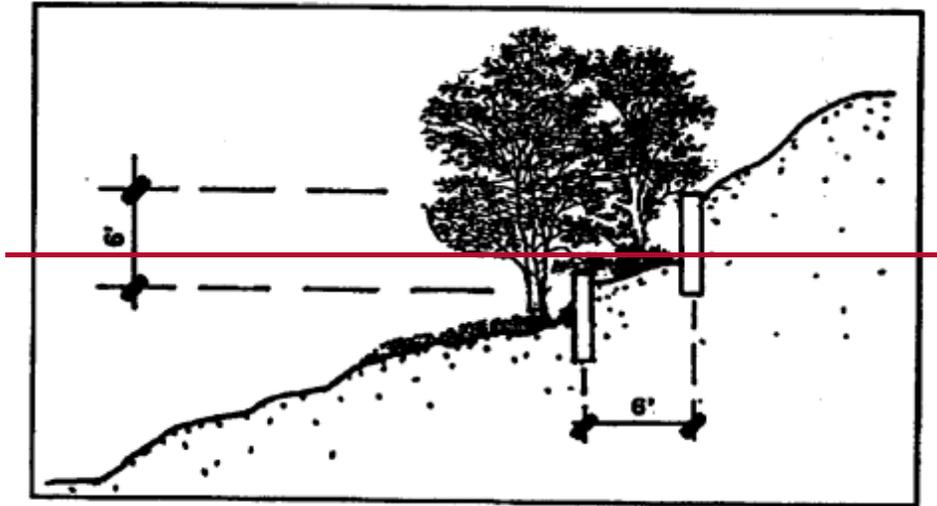


FIGURE 3-716.24-2
HEIGHT OF RETAINING WALLS

3. Walls that are an integral part of the primary structure may exceed six feet in height; however, their visual impact shall be mitigated through contour grading and landscape treatment.

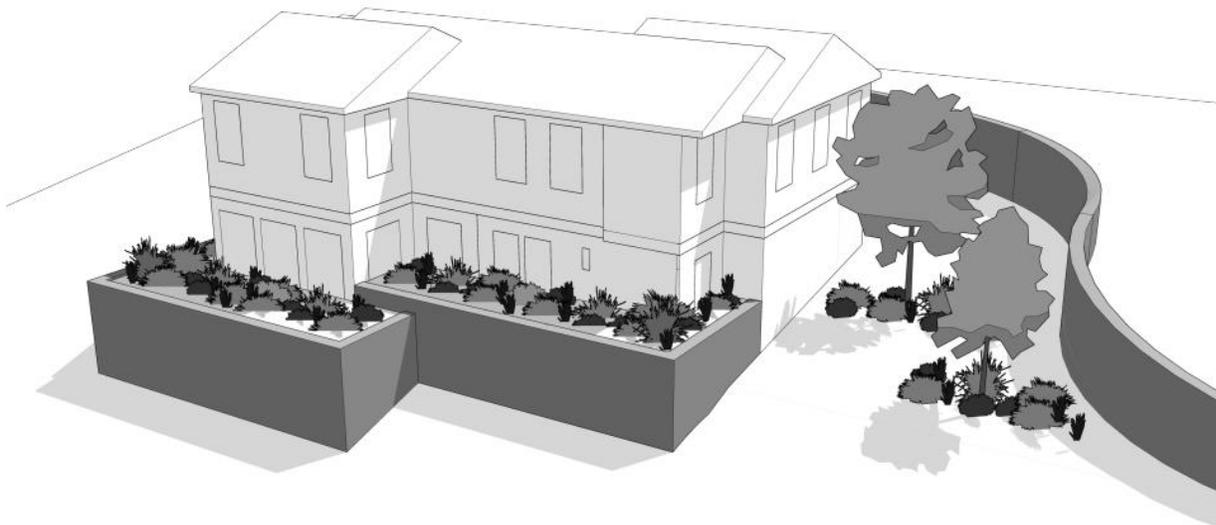
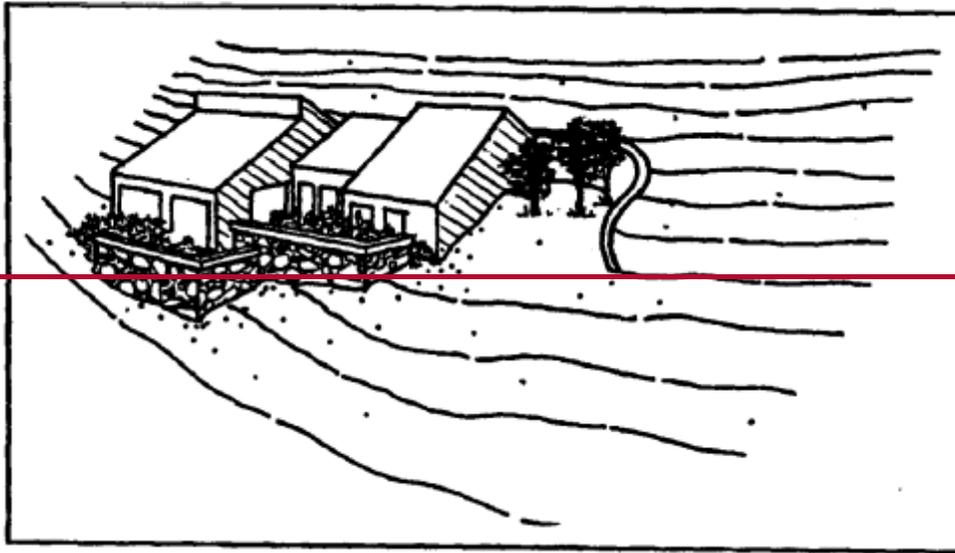


FIGURE 3-816.24-3
RETAINING WALL AS PART OF PRIMARY STRUCTURE

~~41. Refer to Section 16.22.070.F (Retaining Walls) for additional criteria. Crib walls may be approved on a case by case basis if it can be demonstrated that excessive height is not being created and provisions for extensive landscaping are incorporated.~~

~~—5. Walls and fences shall incorporate materials and colors used in an adjacent structures. Naturally occurring materials (e.g., river rock, flagstone, etc.) shall be used whenever possible.~~

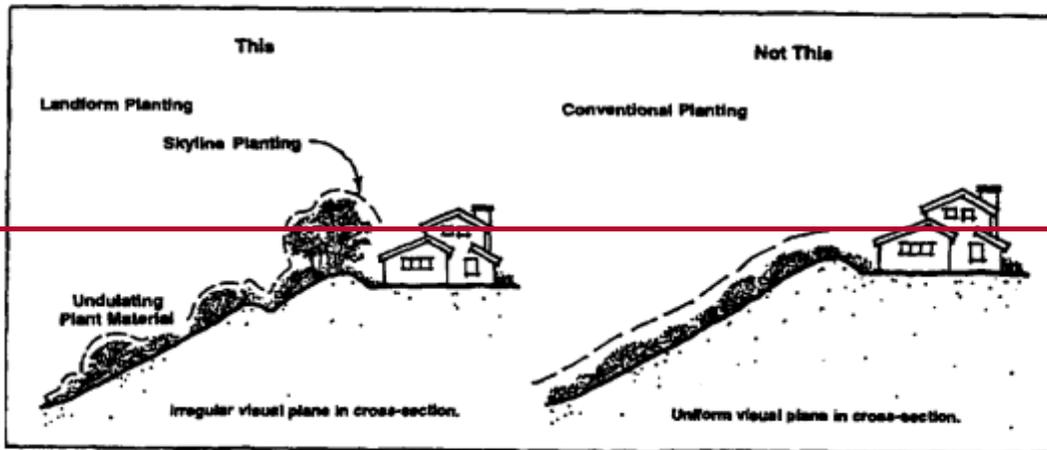
~~—6. Walls and fencing visible from the public right-of-way shall be designed to incorporate visual interest through variation in placement, use of planters, differing materials, and modulation of the wall plane.~~

~~—7. Walls and fences shall follow landform grading shapes and contours.~~

FE. Landscaping. Revegetation in hillside areas shall reflect the visual patterns found naturally in local canyons and valleys. The landscaping as viewed from urban areas and arterial roadway system shall mask and screen man-made structures.

1. Indigenous, or naturalized plants that blend naturally with the landscape shall be utilized in areas where planting is required. **Plant selection shall be deep-rooted, drought tolerant, and fire resistive.**

2. Natural landform planting shall be used to soften manufactured slopes, reduce the impact of development on steep slopes or ridgelines. and provide erosion control. These landscape techniques shall serve to reintroduce landscape patterns that occur naturally **in the hillsides.**



This

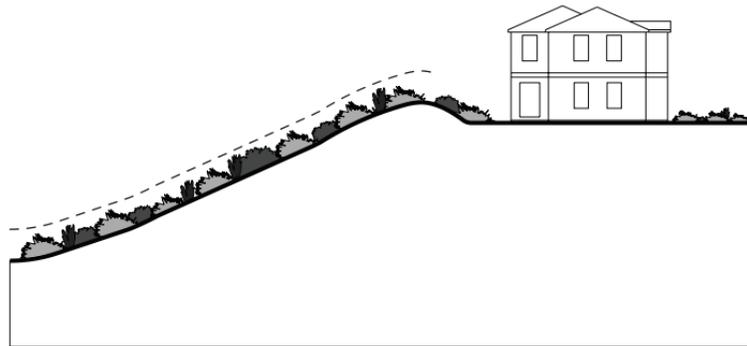
Landform Planting



Irregular visual plane in cross-section

Not This

Conventional Planting



Uniform visual plane in cross-section

**FIGURE 16.24-4
NATURAL LANDFORM PLANTING**

~~3. A "vegetative backdrop" shall be maintained by replanting with native trees or the same vegetation that was removed. The vegetation should screen structures to the extent possible at maturity and preserve the appearance of the natural skyline.~~

3. A "vegetative backdrop" shall be maintained by replanting the site with native trees and/or providing the same vegetation that was removed consistent with City landscaping standards. As demonstrated on the project plans, the proposed vegetation shall be sized and spaced appropriately to screen structures for growth of the species at maturity and to preserve the appearance of the natural skyline.

4. -The surface of graded or disturbed slopes with three feet or greater vertical height shall be protected against damage by erosion through the planting of deep rooted ground cover as demonstrated on the project plans. Slopes exceeding eight feet in vertical height shall be planted with ground cover and a combination of shrubs and trees that have a high "root-to-shoot" ratio. The size of shrubs and trees shall be determined based on the individual project area as deemed appropriate by the department and/or Planning Commission.

5. -Jute mesh or an equivalent shall be required when planting occurs between August fifteenth and April fifteenth, and when determined, as necessary, by a soils engineer and/or licensed landscape architect. Jute mesh shall be used in combination with required plantings as outlined in the slope landscaping guidelines available on the City of Murrieta's website for optimal long-term slope stabilization.

6. -Indigenous, native vegetation shall be retained and supplemented within canyons and along natural drainage courses where grading does not occur, provided that it conforms with fuel modification and tire prevention plans.

~~— 7. Common open areas and front and side yards adjacent to a street shall be adequately landscaped and irrigated. The areas shall be provided with native plant materials that blend with the natural character of the surrounding landscape.~~

7. Common open space areas, front, and side yards adjacent to a street shall be landscaped and irrigated consistent with *City* landscaping and fire protection standards. These areas shall be provided with native plant materials that blend with the natural character of the surrounding landscape.

~~— 8. In order to protect slopes from soil erosion and slippage and to facilitate revegetation, an automatic irrigation system shall be installed on slopes with planting. Design and operation of the irrigation system shall respect the special conditions that exist in hillside situations specific to maintaining slope stabilization and integrity. In all cases, the emphasis shall be toward using plant materials that may eventually not need to be irrigated; therefore, temporary irrigation systems may be used as approved by the city's landscape architect and city engineer. Water and energy conservation techniques shall be utilized (e.g., drip irrigation, alluvial rockscape, etc.) Where irrigation systems are installed above ground, ultraviolet light resistant brown line or other approved color, shall be used.~~

8. In order to protect *slopes* from soil erosion and failure, and to facilitate revegetation, and automatic irrigation system shall be installed on *slopes* with planting. Design and operation of the irrigation system shall respect the special conditions that exist in hillside situations specific to maintaining *slope* stabilization and integrity. In all cases, the emphasis shall be toward using plant materials that may eventually not need to be irrigated; therefore, temporary irrigation systems may be used as approved by the *City's* landscape architect and *City Engineer*. Water and energy conservation techniques shall be utilized (e.g. drip irrigation, alluvial rockscape, etc.). Where irrigation systems are installed above ground, ultraviolet light resistant brown line, or other approved color, shall be used.

~~— 9. A permanent fuel modification area shall be required around development projects that are adjacent or exposed to hazardous fire areas for the purpose of fire protection. The fuel modification area shall be maintained by its owners, a homeowners' association, or other public nonprofit agency or conveyed in a public easement. Adequate provisions shall be made for the continual maintenance of these areas and the fire chief may require brush, vegetation, or debris to be removed and cleared consistent with the provisions of Chapter 8.32 of the municipal code. Where feasible, fuel modification areas shall be designated as common open space rather than private open space. The recommended width of the fuel modification area shall be based on applicable building and fire codes and the recommendations of the fire chief with consideration given to:~~

~~— a. A worst-case Santa Ana wind condition;~~

~~— b. The natural ungraded slope of the land within the project and in the areas adjacent to the project;~~

~~— c. Fuel loading;~~

~~— d. Access to the project by fire suppression equipment, and access directly to the fuel modified area, and egress out of the project in case of evacuation;~~

~~— e. The on-site availability of water that can be used for fire fighting purposes with regard to fire flows, water pressure, and duration;~~

~~f. "Built-in" fire protection within structures (i.e., sprinklers etc.);~~

~~g. Soil erosion and sediment control measures; and~~

~~h. The fire department fuel modification policy document.~~

~~10. Fuel modification areas shall also incorporate soil erosion and sediment control measures to alleviate permanent scarring and accelerated erosion.~~

9. A permanent fuel modification area shall be required around projects that are located within high or very-high fire severity zone, adjacent to a high or very-high fire severity zone, or exposed to hazardous fire areas for the purpose of fire protection. The fuel modification area shall be maintained by its owners, a homeowners' association, or other public nonprofit agency, or conveyed within a public easement. Adequate provisions shall be made for the continual maintenance of these areas and the fire code official may require brush, vegetation, combustible item(s), or debris to be removed, cleared, and maintained, consistent with the provisions of Chapter 8.32 of the Municipal Code. Where feasible, fuel modification areas shall be designated as common open space rather than private open space. The recommended width of the fuel modification area shall be based on applicable building and fire codes and the recommendations of the fire code official with consideration given to:

a. A worst-case Santa Ana wind condition;

b. The natural ungraded slope of the land within the project and in the areas adjacent to the project;

c. Fuel load;

d. All weather access to the project by fire suppression equipment and personnel, access directly to the fuel modified area, and egress out of the project area in case of evacuation;

e. The on-site availability of water that can be used for firefighting purposes with regard to fire flows, water pressure, and duration;

f. "Built-in" fire protection within structures (i.e., sprinklers etc.);

g. Soil erosion and sediment control measures;

h. The fire department fuel modification policy and the Wild Urban Interface Undesirable Plants & Trees list;

i. Fuel modification zones for landscaping as outlined by the California Department of Forestry and Fire Protection.

10. Fuel modification areas shall also incorporate soil erosion and sediment control measures to alleviate permanent scarring and accelerated erosion.

G. Grading.

1. ~~Grading~~ Grading shall not take place on natural ~~slopes~~ slopes that exceed fifty (50) percent.

~~— 2. Slopes created by grading of the site shall not exceed fifty (50) percent or 2:1, without a soils report and stabilization study indicating a greater permissible slope. Slopes shall not exceed thirty (30) feet in height between terraces or benches, except that the commission may permit slopes exceeding these dimensions where the slopes will result in a natural appearance and will not create geological or erosion hazards. The soils report and stabilization study will be subject to third party review prior to approval by the city. Refer to the hillside development guidelines (16.24.070) for methods to accomplish this standard.~~

2. Slopes created by grading of the site shall not exceed fifty (50) percent or 2:1. Slopes exceeding 2:1 but less than or equal to 1.5:1 may be considered upon additional analysis by a licensed geotechnical engineer. Slopes shall not exceed thirty (30) feet in height between terraces or benches, except that the Planning Commission may permit slopes exceeding these dimensions where the slopes will result in a natural appearance and will not create geological or erosion hazards. The soils report and stabilization study shall be subject to third-party review prior to approval by the City.

~~— 3. Structures shall not visually impair ridgeline silhouettes. Structures are not permitted closer to a prominent ridge than fifty (50) feet measured vertically on a cross-section or one hundred fifty (150) feet horizontally on a topographic map, whichever is more restrictive. Exceptions to this requirement for public facilities, utilities, and infrastructure necessary to serve the public health, safety, and welfare may be considered by the commission.~~

3. In order to help address visual impacts at Prominent Ridge(s), the use of the combination of naturally occurring vegetation (trees/shrubs) and proposed landscaping shall be implemented to screen proposed structures at these locations. Additionally, any required Fuel Modification Zone and California Fire Code standards shall be considered in the design of this screening method blending with the terrain and existing vegetation.

4. ~~Clearing~~Clearing and/or grubbing, excavation, ~~or~~and other earth disturbances shall not be ~~permitted~~initiated on ~~hillside areas~~hillside areas prior to the issuance of a ~~grading~~grading permit, with the exception of county/state authorized soils remediation operations, drill holes, and exploratory trenches for the collection of geologic and soil data ~~or for weed abatement activities~~. Trenches are to be ~~properly~~backfilled and ~~in addition, erosion~~erosion treatment provided where ~~slopes~~slopes exceed twenty-five (25) percent.

5. Manufactured ~~cut~~cut and ~~fill~~fill slopes/slopes exceeding ten feet in height which ~~will~~would be either exposed to public view, or are adjacent to environmentally sensitive areas, shall be ~~landform~~landform or ~~contour~~contour graded, where physically feasible, so that their ultimate appearance will resemble a natural slope. This will include ~~slopes~~slopes along adjacent to streets and highways, ~~slopes~~slopes, adjacent to parks, schools, open spaces, and other public facilities and other prominent ~~slopes~~slopes. ~~Refer to the hillside development guidelines (16.24.070) for methods to accomplish this standard.~~

6. ~~Landform~~Landform ~~grading~~grading shall be used where zero to twenty-five (0-25) percent (non-hillside) ~~slopes~~slopes intersect with twenty-five to fifty (25-50) percent (hillside) ~~slopes~~slopes. Proper transitioning from manufactured ~~slopes~~slopes created by ~~conventional~~conventional ~~grading~~grading methods to natural ~~slopes~~slopes shall be achieved gradually and naturally through the use of radii or irregular curvilinear shapes that will blend into the adjoining topography tangentially and not create abrupt changes.

7. ~~Fill~~Fill slopes/slopes shall not be placed perpendicularly across a canyon. Straight line ~~cut~~cut of ~~fill~~fill of ~~fill~~fill slopes/slopes shall not be made to appear like a dam. The terminus of the ~~fill~~fill shall, instead, be concave in shape to restore the ~~can-yon~~canyon appearance. This

concave configuration shall be in combination with the use of substantially flatter ~~slope ratios~~ *slope ratios* (4:1, 3.5:1, 3:1) at or near the center of this indentation. Symmetrical or unsymmetrical con-cave configurations shall be used depending upon the adjoining or underlying topographic characteristics.

8. Minimal radius rounding at the edges of ~~cut~~ *cut* and ~~fill~~ *fill* ~~slopes~~ *slopes* is not an acceptable ~~method~~ *method*. ~~Proper~~ *Proper* transitioning from manufactured ~~slopes~~ *slopes* to natural ~~slopes~~ *slopes* shall be achieved gradually and naturally through the use of radii or irregular curvilinear shapes that will blend into the adjoining topography tangentially and not create abrupt changes.

9. In the planning, design, and development of public utilities and infrastructure, every reasonable effort ~~as demonstrated~~ *as demonstrated* shall be made to minimize ~~grading~~ *grading* impacts and ~~incorporates a design that follows~~ *incorporates a design that follows* ~~harmonize with~~ *harmonize with* the natural ~~contours~~ *contours* and character of the land.

10. Side yard ~~slopes~~ *slopes* and ~~low (less than twenty (20) feet in height)~~ *low (less than twenty (20) feet in height)* rear yard ~~slopes~~ *slopes* (less than twenty (20) feet in height) whose view is blocked by future structures need not have landform design applied.

11. ~~Grading~~ *Grading* shall be phased so that prompt revegetation or construction will control ~~erosion~~ *erosion*. Where possible, ~~only those areas that will be built on, resurfaced, or landscaped shall be disturbed.~~ *only those areas that will be built on, resurfaced, or landscaped shall be disturbed.* Top soil shall be stockpiled during ~~the rough~~ *the rough* ~~grading~~ *grading* phase and ~~used~~ *used* on ~~pads~~ *pads* or revegetated habitat areas, upon the recommendation of the soils engineer. ~~Refer to the hillside development guidelines for methods to accomplish this standard.~~ *Refer to the hillside development guidelines for methods to accomplish this standard.*

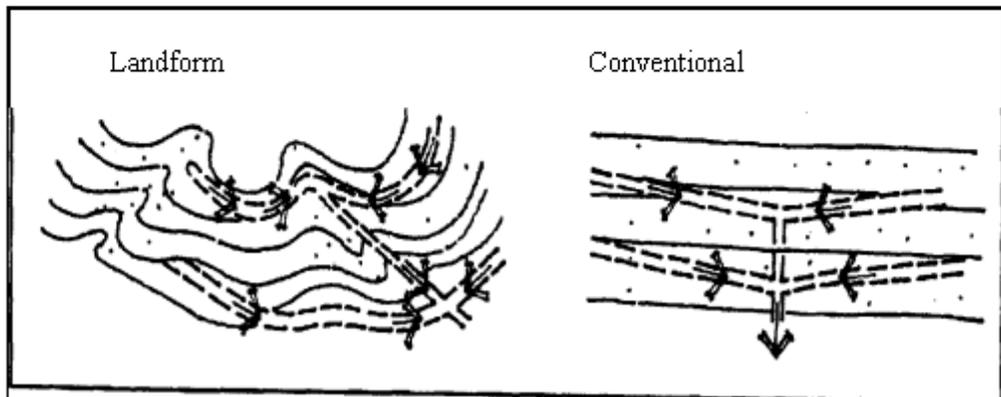
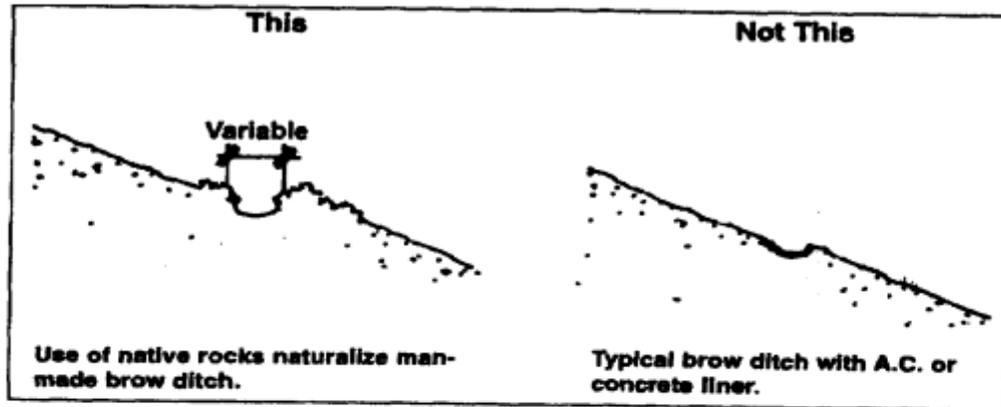
12. Applicable requirements of the ~~city~~ *City* and state shall be complied with in conjunction with ~~the latest~~ *the latest* National Pollution Discharge Elimination System (NPDES) permit prior to the issuance of a ~~grading~~ *grading* permit, ~~which~~ *which* This may include, but is not limited to, ~~an~~ *an* ~~Grading Plan, and Erosion~~ *Grading Plan, and Erosion* Control Plan, Best Management Plan (~~including Notice of Intent to be filed with the state Water Resources Control Board~~) (~~During Construction and Post-Construction Phases~~) and Construction Monitoring Program.

H. Drainage.

1. Debris basins, ~~energy dissipating~~ *energy-dissipating* devices, and down drains shall be provided, where necessary, to reduce ~~erosion~~ *erosion* when ~~grading~~ *grading* is undertaken in the ~~hillside areas~~ *hillside areas*. Natural drainage courses ~~should~~ *shall* be retained where health and safety ~~can be maintained~~ *are not jeopardized*. Drainage courses retained in a natural state shall be protected from ~~grading~~ *grading* activity. In instances where a crossing is required, ~~a natural crossing and bank protection shall be a preferred design option~~ *a natural crossing and bank protection shall be a preferred design option* over steel and concrete systems. Where drainage structures are required, they shall be naturalized with coloration, plant materials, native rocks and/or concealment with ~~grading~~ *grading* techniques.

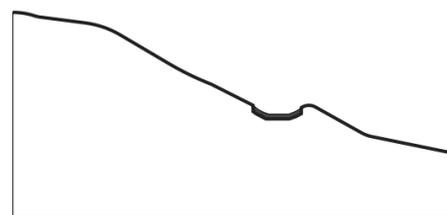
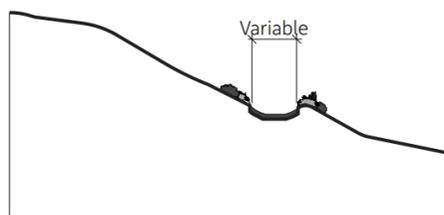
2. Drainage channels, slope drainage devices, interceptor drains and terrace drains ~~should~~ *shall* be placed in less visible locations ~~as demonstrated on the project plans and evaluated for erosion.~~ *as demonstrated on the project plans and evaluated for erosion.* Down drains shall be hidden in swales diagonally or curvilinear across a slope face. In this manner they will be built into the overall landform of the slope. They ~~should~~ *shall* also receive a naturalizing treatment, which may include native rock, colored concrete, and/or landscaping so that the structure appears as an integral part of the

environment. In all cases, a concrete liner shall be used in addition to a naturalizing treatment as demonstrated on the project plans and evaluated for erosion.



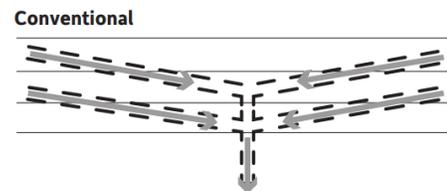
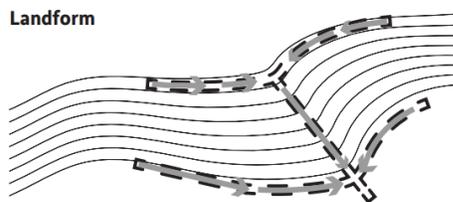
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Not This



Use of native rocks naturalize manmade brow ditch

Typical brow ditch with A.C. or concrete liner



**FIGURE 16.24-5
NATURALIZED VERSUS CONVENTIONAL LANDFORMING**

3. ~~Cross-lot~~Cross-lot drainage usage shall be minimized. In situations where this is not possible using conventional design~~-,~~ optional techniques (e.g., single loaded streets, reduced densities, etc.) shall be considered. Use of ~~cross-lot~~cross-lot drainage may be considered only after demonstration that this method will not adversely affect the proposed lots or adjacent properties, and that it is ~~absolutely~~required in order to minimize the amount of ~~grading~~grading which would result with conventional drainage practices.

4. Where cross lot drainage is utilized, the following shall apply:

a. Project Interiors. One lot may drain across one other lot if a maintenance easement is provided within either an improved, open “V”-swale gutter which has a naturalized appearance, or within a closed drainage pipe that shall be a minimum twelve (12) inches in diameter. This drainage shall be conveyed ~~to~~either to a public street or to a drainage easement. If drainage is conveyed to a private easement, it shall be maintained by its owners or a Homeowners' Association; otherwise,~~-~~ the ~~drain-aged~~drainage shall be conveyed to a public easement. The easement width shall be determined on an individual basis and shall be dependent on appropriate hydrologic studies and access requirements. Irrigation lines shall be placed above swales to minimize the impacts in the event of a system failure. When irrigation lines cross an open “V”-swale they shall be placed into a galvanized pipe, which is to be clamped to the soil on both sides of the swale subject to the review of the ~~director~~City Engineer or their designee.

b. Project Boundaries. On-site drainage shall be conveyed in an improved open “V”-swale gutter, which has a naturalized appearance, or within an underground pipe in either a private drainage easement, that is to be maintained by its owners or a homeowners' association, or it shall be conveyed in a public easement. The easement width shall be a minimum of ten feet. A greater width may be determined necessary on an individual basis and shall be dependent on appropriate hydrologic studies and access requirements.

I. Public Safety.

1. Residential developments shall be constructed in a manner so as to reduce the potential for spread of ~~brushfires~~wildfires as follows:

a. In the case of a conflict where more restrictive provisions are contained in the ~~uniform~~adopted and/or locally adopted version(s) of the California Building Code~~-building code~~ or in the ~~uniform fire code~~California Fire Code, the more restrictive provisions shall apply.

b. Roofs shall be covered with noncombustible materials (e.g., clay tile, concrete shake, tile, or similar materials). Open ends shall be stopped in order to prevent bird nests, or other combustible material, lodging within the roof and to prevent entry of flames.

c. Exterior walls and fences shall be surfaced with noncombustible or flame resistive materials. Alternate surface materials may be approved subject to the approval of the fire ~~chief~~code official and ~~B~~building ~~O~~official. Except as otherwise provided herein, exterior walls shall extend to the ground.

d. Balconies~~-,~~ patio roofs, eaves and other similar overhangs shall be of noncombustible or flame resistive materials.

e. Plastic webbing, split or whole bamboo, reed or straw-like materials, corrugated plastic or fiberglass materials, and similar flammable materials are not permitted for use on patio covers.

f. Vents for attics and underfloor areas shall be designed and located to minimize the likelihood of spreading of fire.

g. Chimneys shall be provided with approved spark arresters.

2. Adequate water supply and pressure for proposed development shall be required in compliance with fire department Standards.

3. The fire ~~chief~~code official shall require brush, vegetation, or ~~combustible~~ debris to be removed and cleared within ten feet on each side of every roadway and access drive, and may enter upon private property to do so. This requirement shall not apply to single specimens of trees, ornamental shrubbery, or cultivated groundcover provided they do not form a means of readily transmitting fire.

4. If the fire ~~chief~~code official determines in a specific case that difficult terrain, danger of ~~erosion~~erosion, or other unusual circumstances make strict compliance with the clearance of vegetation undesirable or impractical, he or she may suspend enforcement thereof and require reasonable alternative measures designed to advance the purposes of this chapter.

5. Site design shall provide for all-weather equipment access to publicly maintained slope areas for maintenance and emergency purposes. ~~Secondary access shall be provided, or an alternative method may be considered by the fire code official with evidence to ensure public safety.~~

6. Structures and facilities shall be restricted in geologically hazardous areas.

7. Special construction features shall be required in the design of structures where site investigations ~~con-firm~~confirm potential geologic hazards.

8. Development not on public sewers shall be permitted only after site specific investigations have been conducted that demonstrate the soils are suitable for on-site wastewater disposal and the disposal of wastewater will not degrade the subsurface water quality.

9. Due to the hazard associated with saturated soils in areas of steep ~~slopes~~slopes, irrigation systems in critical areas that have the potential for failure in the judgement of the ~~city engineer~~City Engineer or their designee shall be required to be equipped with potentiometers to make sure that the systems will not operate when there is sufficient moisture in the soil.

16.24.070 Hillside Development Guidelines.

The hillside development guidelines are intended to illustrate and amplify the appropriate development concepts for ~~designated hillside areas~~hillside areas. The guidelines are not intended to be an exhaustive list of standards, but rather policy statements, to encourage development that is sensitive to the unique characteristics common to hillside properties. The guidelines allow for flexibility and they encourage creativity, especially where a specific plan is prepared. ~~How-ever~~However, the ~~objective~~development standards provided in

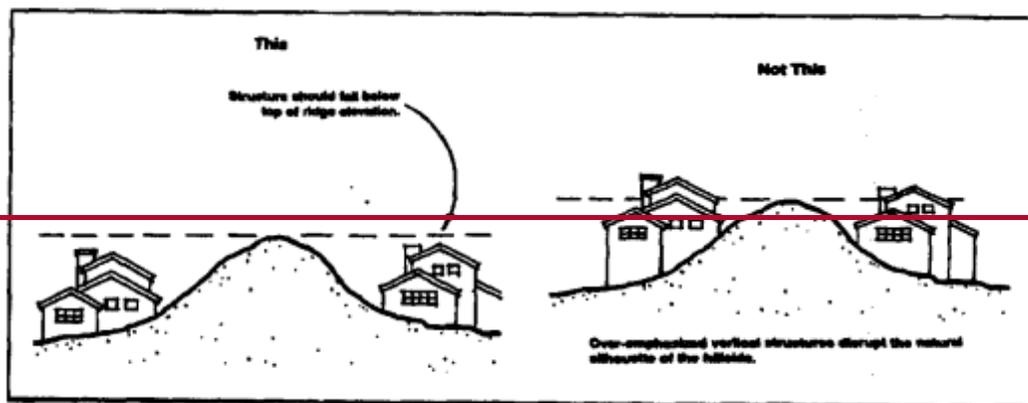
Section [16.24.060](#) shall be considered as a "benchmark" against which hillside development proposals will be reviewed for compliance with the purposes of this chapter.

The guideline's purpose is to allow for innovative or alternate methods of design in [hillside areas](#). Innovation is encouraged as long as the end result is one that respects the natural character of the hillside and is consistent with the purposes of this chapter and the goals, objectives and policies of the [City's General Plan](#).

Conformance with the guidelines [will](#) be incorporated in the preparation and approval of subdivisions and individual site developments. During the application review process, the [City](#) will evaluate the consistency of the proposal with the purposes of this chapter. Prior to the start of the design effort, it is recommended that the project design team members read the [City's General Plan](#) and become familiar with its policies.

A. Site Design.

1. Design of building sites [should](#) be sensitive to the natural terrain. Structures [should](#) be located in a way that minimizes [grading](#) and preserves natural features (e.g., prominent knolls, ridgelines, etc.)

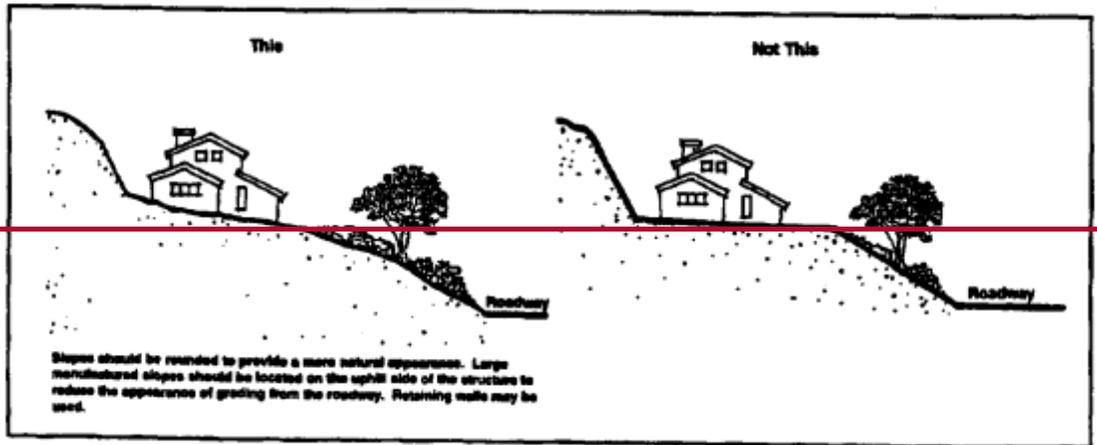


2. Preserve views of significant visual features, as designated on the hillside overlay zone map, as seen from both within and outside a hillside development. When designing lots and plotting homes, the following provisions should be considered:

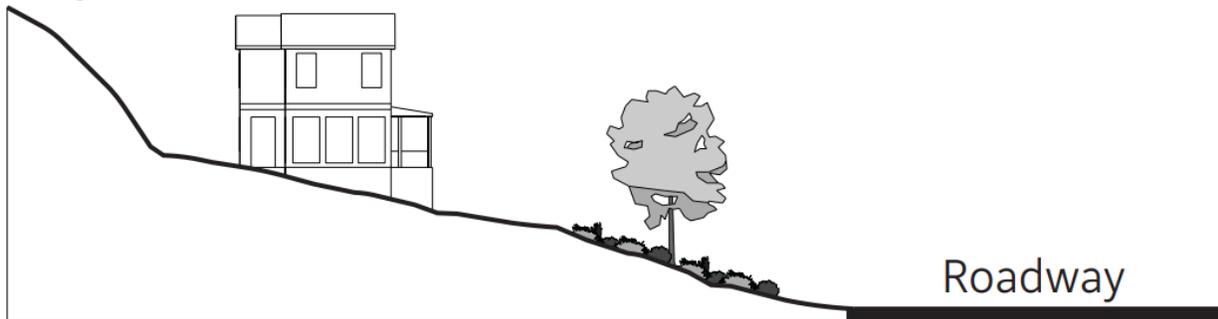
a. Dwellings should be oriented to allow view opportunities. even though views may be limited. Residential privacy should not be unreasonably sacrificed; and

b. A significant public vista, skyline, open space corridor, or vertical open space corridor as seen from an interstate, an arterial, or a secondary street should be a major design element in the site planning process.

3. Where possible, graded areas should be designed with manufactured slopes located on the uphill side of structures.

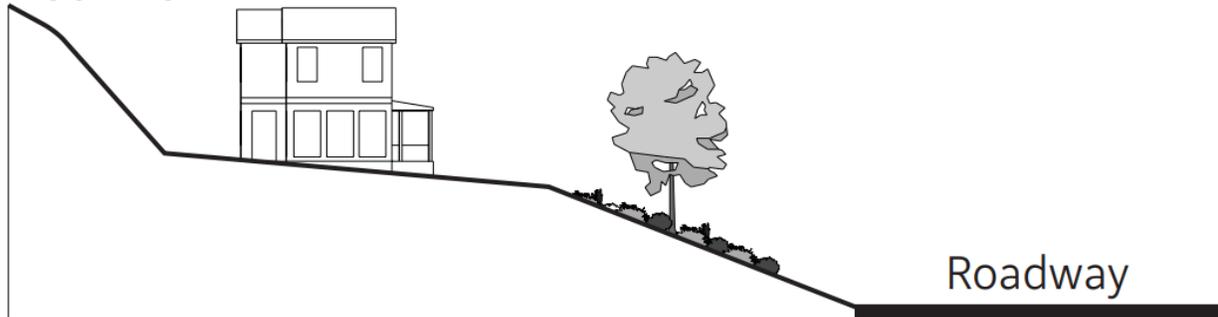


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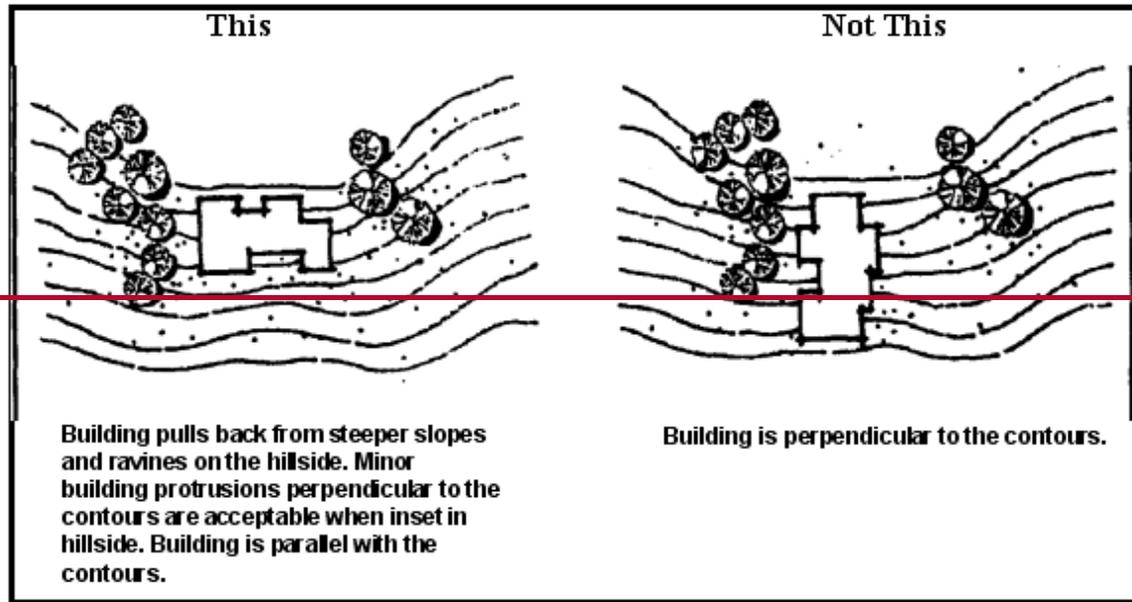
Slopes should be rounded to provide a more natural appearance. Large manufactured slopes should be located on the uphill side of the structure to reduce the appearance of grading from the roadway. Retaining walls may be used.

Not This

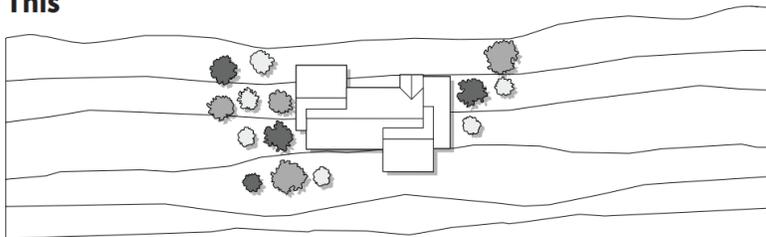


**FIGURE 16.24-6
EXHIBIT 2 - BUILDING PLACEMENT AT A SITE**

4. To the extent possible, the width of a building, measured in the direction of the slope, ~~should~~ shall be minimized ~~in order to limit the amount of cutting and tilling and to better "fit" the house to the natural terrain.~~ The degree of slope will dictate how this is accomplished and shall be demonstrated on the project plans (See Figure 16.24-6 Exhibit 3 – Building Placement at a Site.)

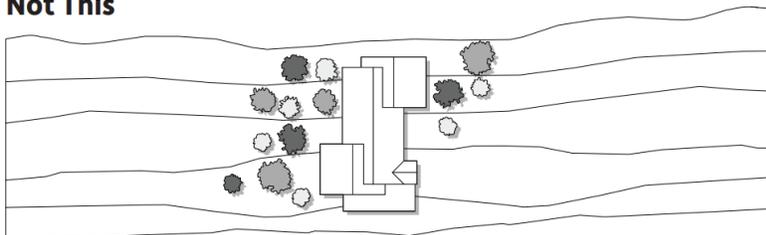


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Building pulls back from steeper slopes and ravines on the hillside. Minor building protrusions perpendicular to the contours are acceptable when inset in hillside. Building is parallel with the contours.

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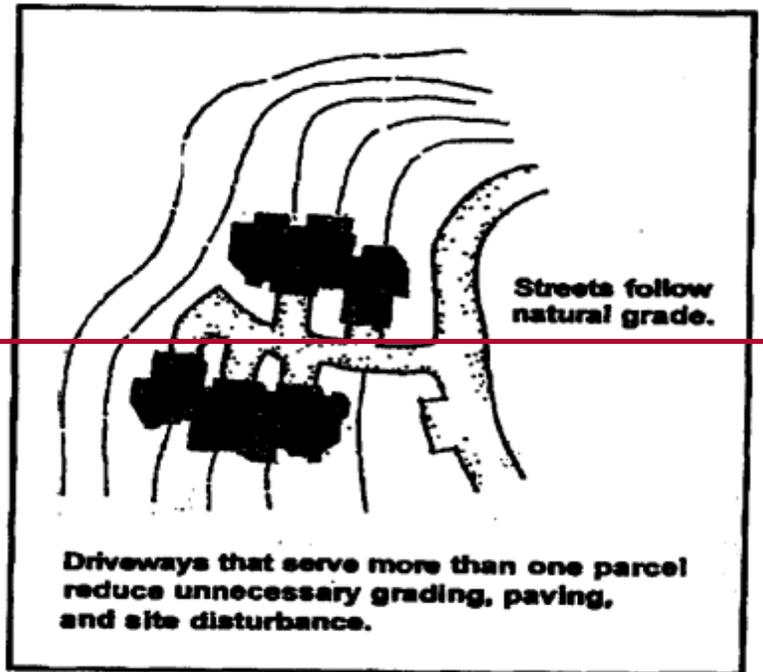
Building is perpendicular to the contours.

FIGURE 16.24-6
EXHIBIT 3 - BUILDING PLACEMENT AT A SITE

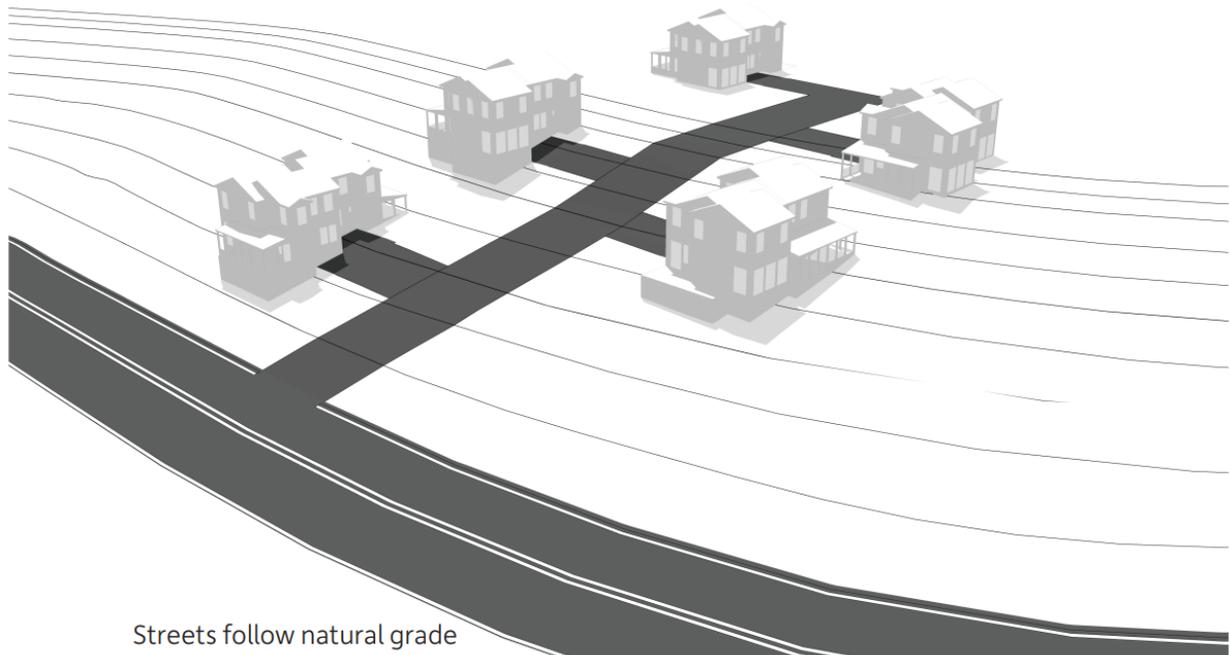
5. Clustering of development is encouraged. ~~in hillside areas regardless of size. This is particularly important in environmentally sensitive areas in order to reduce the potential for fire hazard, erosion and excess runoff, and to preserve existing natural features and open space.~~

B. Driveways and Roadways.

1. Driveways that serve more than one parcel are encouraged as a method of reducing ~~unnecessary grading~~ *grading*, paving, and site disturbance.



Driveways that serve more than one parcel reduce unnecessary grading, paving, and site disturbance.

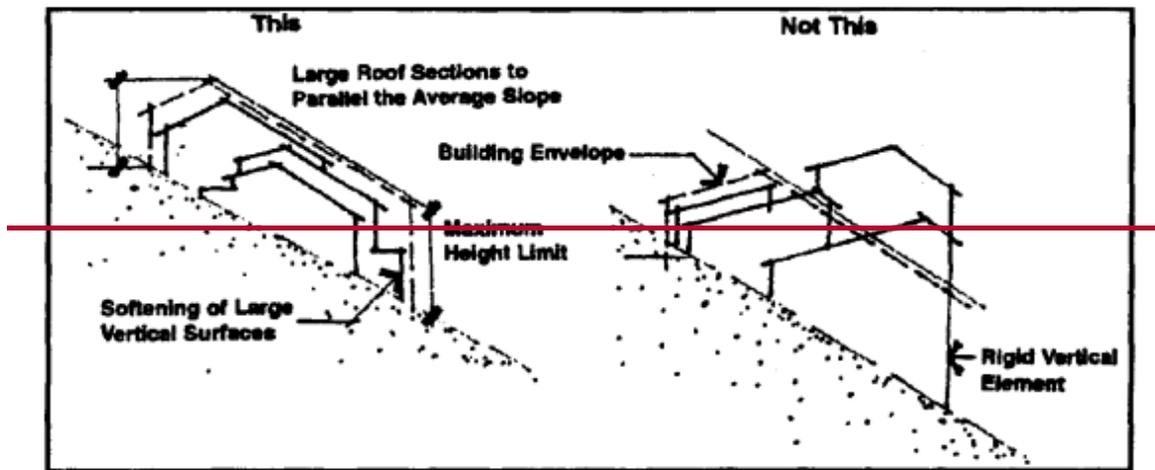


**FIGURE 16.24-7
ROADWAY PLACEMENT AT A SITE**

C. Architecture.

1. The form, mass, and profile of the individual buildings and architectural features ~~should~~shall be designed to blend with the natural terrain and preserve the character and profile of the natural slope. Techniques ~~that should be considered~~to accomplish this include:

- a. Detaching the garage from the residence;
- b. Integrating retaining walls into garage walls on sloping lots to reduce ~~grading~~grading and minimize visibility of walls; and
- c. Including architectural enrichments and variations in roof massing. Roofs ~~should have~~shall incorporate low profiles (for example 3:12 slope) to minimize their visual impact. On sloping land, the roof pitch ~~should~~shall follow the slope of the ~~hill-side~~ hillside, instead of being perpendicular to the hillside or opposing hillside ~~slope~~ slope. ~~Care should be taken to avoid the use of gabled ends on downhill elevations. Gable ends shall not be used on downhill elevations.~~ Upper stories ~~should~~shall not be cantilevered out of the opposite direction of the hillside slope.



2. The design of the structure ~~should~~shall give consideration to the lot's size and configuration in order to avoid the appearance of ~~overbuilding~~building scale and to minimize the blocking of views ~~as demonstrated on the project plans~~. For example, within a development, the majority of the units should not be designed with minimum setback to minimum setback. ~~See additional criteria as provided under Section 16.08.030 "Single-family Residential Design Standards and Design Features" and Section 16.08.040 "Multi-family Residential Design Standards"~~.

~~3. Large expanses of a single material on walls, roofs, or paving areas should be avoided. Create interesting, small scale patterns by breaking up building mass, varying building materials, and through design and placement of windows and doors. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.~~

D. Walls and Fences.

~~1. Walls and fences can be used to define a sense of place and create an attractive appearance. However, walls should not dominate a view, and their height should be limited adjacent to a street or trail or within a rear yard. Extensive landscaping should be used to reduce the visual impact of walls. In addition, street front walls should incorporate varying~~

design and natural materials. The use of open view fencing is encouraged, so long as adequate public safety and residential privacy are maintained.

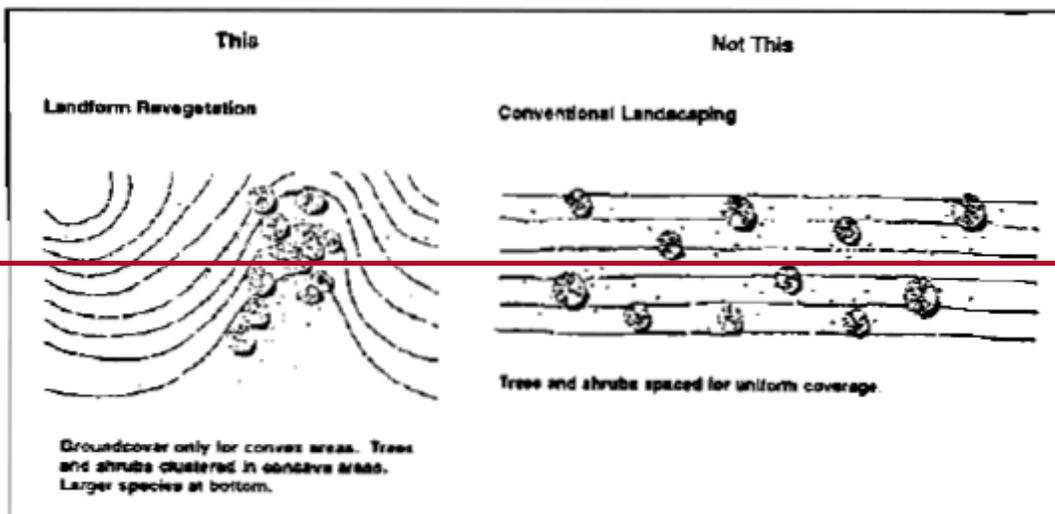
12. When possible, walls and fences ~~should~~shall be designed as an integral part of the building in order to minimize the visual impact on surrounding areas.

~~3. Visually obtrusive solid fencing should be avoided in highly visible areas (unless required for sound attenuation), with the preference being for open (wrought iron) fencing.~~

E. Landscaping.

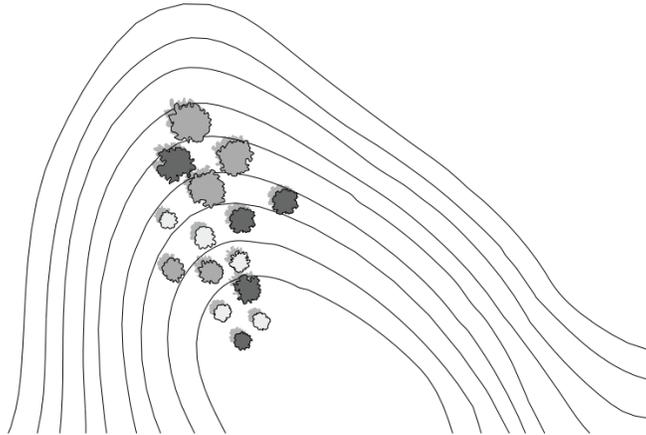
1. Street trees ~~should~~shall be provided in select areas to enhance the natural character of the areas and to create a more rural appearance. Street tree species selection, and spacing of trees, ~~should~~shall be sensitive to the context in which they are planted. Species selection ~~should~~shall be considered to minimize potential impacts to infrastructure ~~also be respectful of potential impact on infra-structure~~ improvements (i.e., root damage to streets, sidewalks, etc.).

2. Slopes ~~Slopes~~ should shall be designed with informal clusters of trees and shrubs to soften and vary the slope planes, consistent with ~~landform~~landform ~~grading~~grading concepts.



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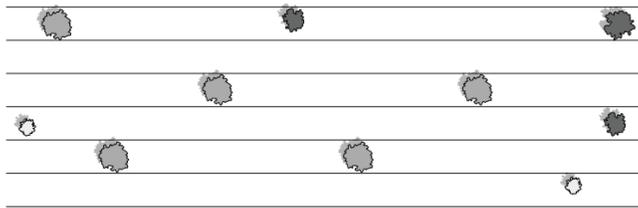
Landform Revegetation



Groundcover only for convex areas. Trees and shrubs clustered in concave areas. Larger species at bottom.

Not This

Conventional Landscaping



Trees and shrubs spaced for uniform coverage.

FIGURE 16.24-8
BUILDING ENVELOPE ON SLOPE

F. Grading.

There are three distinct types of **grading** proposed in these guidelines, each with a unique quality, **and** each with an individual and appropriate application **as determined by the City Engineer or designee**. Larger sites will most likely incorporate all three concepts in various parts of the plan.

1. Minimal Grading. This is typically used for large lot single family homes, custom homes with variable foundations that conform to the existing ~~slopes~~slopes, and other uses that utilize the least amount of ~~grading~~grading in order to get the facility and structures built. This technique embraces the following concepts:

a. ~~Grading~~Grading shouldshall be limited to individual flat graded pad areas for residential building sites. ~~Grading~~Grading shouldshall be limited to only the required building areas and adjacent outdoor amenities in steep ~~hillside areas~~hillside areas;

b. Foundation systems that require little or no ~~grading~~grading are encouraged, forcing the architecture to ~~con-form~~conform to the land rather than the land to conform to the dwelling:

~~——c. Roadways, driveways, and individual building pads should be designed to conform with the contours and to attempt to daylight in the center of the road or building pad to ensure a minimum cut and fill situation; and~~

c. ~~Cut and fill lines delineating the grading activity whereby cut areas adjoining next to fill areas shall be situated outside of areas where differential settlement is not desirable (e.g., roadways, building pads, driveways, etc.).~~

d. The ~~balancing of~~ ~~grading~~grading is the concept to minimize the ~~amount~~volume of cubic yards of earth excavated and filled.

2. Contour Grading. This concept results in post-development landforms that exhibit many of the characteristics present within natural landforms. ~~Contour~~Contour ~~grading~~grading is typically used in situations where conventional, terraced, ~~grading~~grading with benches and ~~slopes~~slopes might be used but a "softened" ~~grading~~grading look is desired. This would be desirable for areas that are limited in public view (i.e. concealed rear yards). Typically, ~~contour~~contour ~~grading~~grading can reduce required ~~cut~~cut and ~~fill~~fill volumes as compared with traditional, terraced, ~~grading~~grading. The design elements associated with this type of ~~grading~~grading include: (See Figure 3-916.24-9 "Contour Grading")

a. The use of horizontal and vertical curve variations for slope banks creating a curvilinear pattern;

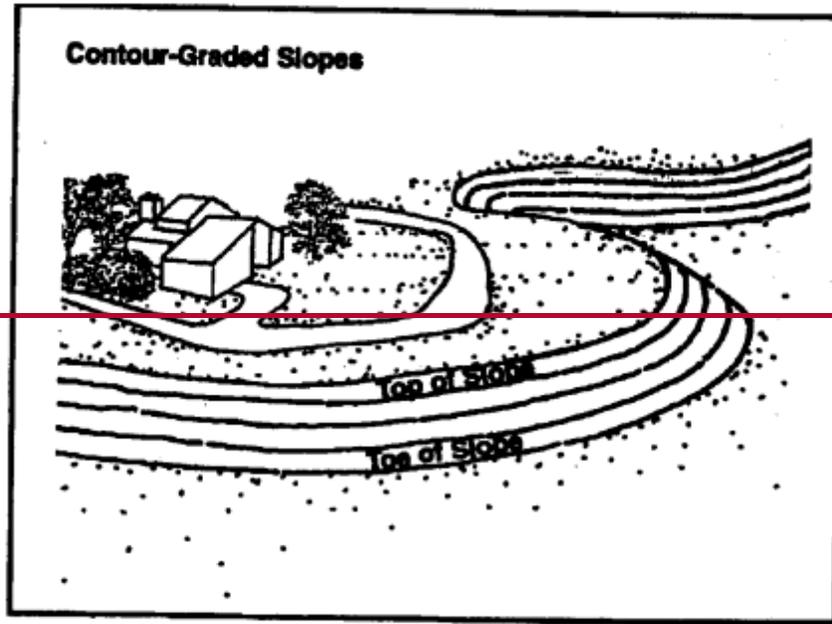
b. Post-development landforms that exhibit natural terrain characteristics (without the heavy modeling effects of ~~landform~~landform ~~grading~~grading);

c. A general rounding of ~~slopes~~slopes at ~~slope~~slope intersections and transition zones with natural grade;

d. ~~Pad~~Pad configurations that are curvilinear; and

e. ~~Slopes~~Slopes that are designed with ~~contour~~contour ~~grading~~grading techniques (e.g., the location of ~~slopes~~slopes behind structure (not in side yards), ~~slopes~~slopes in hidden locations, or ~~slopes~~slopes less than ten feet in height).

**FIGURE 3-9
CONTOUR GRADING**



Contour-graded slopes

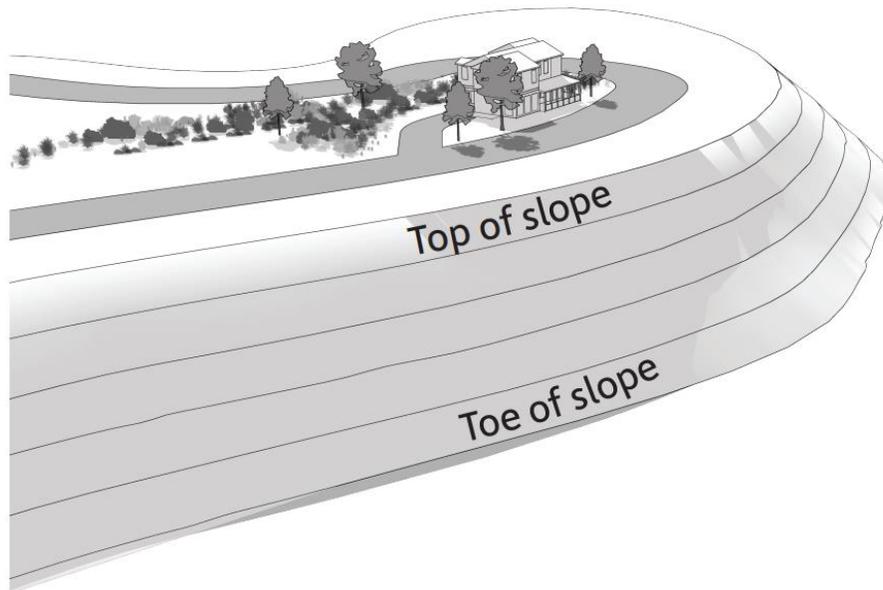
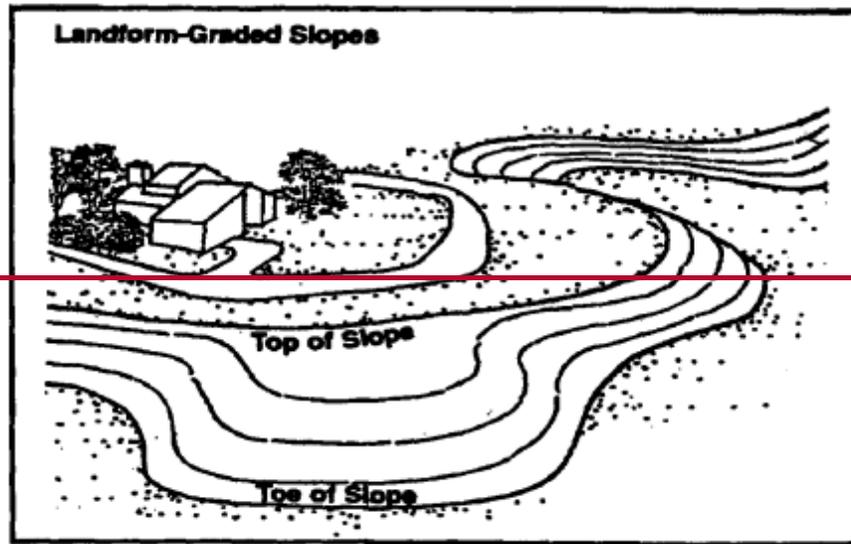
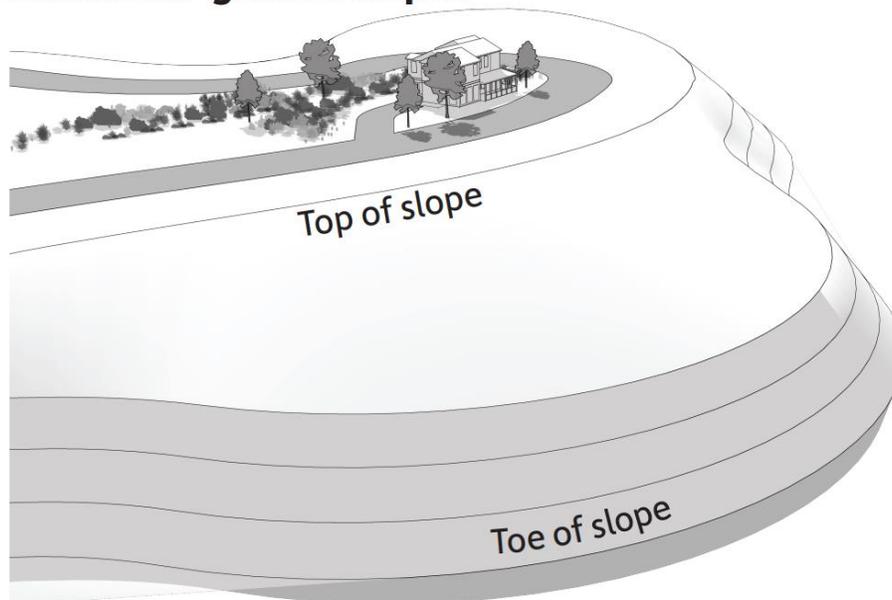


FIGURE 16.24-9
CONTOUR GRADING

FIGURE 3-10
LANDFORM GRADING



Landform-graded slopes



**FIGURE 16.24-10
LANDFORM GRADING**

3. Landform Grading. Graded ~~slopes~~ slopes in this category will replicate the irregular shapes of natural ~~slopes~~ slopes. ~~Landform~~ Landform grading grading techniques ~~should~~ shall be used whenever ~~slopes~~ slopes are created that will be open to public view. ~~This is particularly true for slopes that exceed ten feet in height.~~

The intent of these ~~grading~~ grading guidelines, is to incorporate the basic principles of the ~~landform~~ landform grading grading concept as the preferred method in the design and construction of hillside development projects. ~~so that they will be in harmony with the natural topography and reflect natural plant distribution patterns.~~ (See Figure ~~3-10~~ 16.24-10 “Landform Grading”)

~~Landform~~ Landform grading techniques ~~embrace~~ shall incorporate the following concepts:

a. Land plans ~~should~~ shall flow with the natural topography rather than against it. This means that street ~~pat-terns~~ patterns and building ~~pad~~ pad configurations shall follow the underlying topographic features rather than cutting across them:

b. Landform graded slopes are characterized by continuous series of concave and convex forms interspersed with mounds that blend into profiles with varying slope gradients and with significant transition zones between man-made and natural slopes;

c. ~~Pad configurations are irregular.~~ Slope ~~down-drain~~ drainage devices either follow natural lines of the slopes or are tucked away in special Swale and berm combinations in order to conceal the drains from view. Exposed segments in visible areas are treated with natural rock for a more aesthetically pleasing appearance;

d. This technique ~~should~~ shall be used wherever possible to provide for a variety of both slope percentage, slope direction, and topographical detailing in a three-dimensional, undulating- pattern similar to existing terrain; and

e. Manufactured ~~cut~~ cut and ~~fill~~ fill slopes ~~exceeding~~ in excess of ten feet in height that will be either exposed to permanent public view or are adjacent to environmentally sensitive areas, ~~should~~ shall be designed with features characteristic ~~of~~ of natural ~~slopes~~ slopes. This design shall be implemented, ~~where physically feasible~~ as determined by the City Engineer based on the project plans so that ~~their~~ the ultimate appearance will resemble a natural slope. This ~~will include~~ is applicable to, but not limited to, ~~slopes~~ slopes along streets, ~~and~~ highways, adjacent to parks, schools, open spaces, ~~-~~ other public facilities, and other prominent and visible ~~slopes~~ slopes.

4. The following ~~basic~~ grading guidelines and techniques serve to implement preferred ~~landform~~ landform grading techniques and help avoid unnecessary ~~cut~~ cut and ~~fill~~ fill:

a. ~~Cuts~~ Cuts. When convex shaped natural features. (e.g., protruding minor landforms) are ~~cut~~ cut, the residual landform ~~should~~ shall be in a form to maintain positive drainage and resemble the original slope. ~~not be a flat slope face, but rather should be restored to resemble the original. This will require more than just rounding at the edges but, in effect, reconfiguring it so the final result will give the appearance of a protruding ridgeline.~~

b. Use of variable ~~slope ratios~~ slope ratios. ~~Because Landform grading designs require the use of variable slope ratios at greater than 2:1 and may create valleys or concave indentations on building pad areas, they may result in loss of usable area. In addition, engineering and construction costs may increase. Be cause of this, segments of a cut or fill slope may be designed with variable slope ratios less than 2:1, but not less than 1.5:1 within the following guidelines and subject to third party review at the applicant's expense: Because landform grading designs require the use of variable slope ratios, this may result in loss of usable area near building pads. Therefore, only cut slopes may be steeper than 2:1, but not steeper than 1.5:1 and shall meet the following guidelines:~~

—1) A geotechnical engineer shall certify that ~~slopes~~ slopes will meet standard stability requirements;

2) A licensed landscape architect shall certify the plantability of the slopes, with an emphasis on the slopes steeper than 2:1: and

32) The overall ratio from top to toe will be 2:1 or flatter; and

43) Ratios flatter than 2:1 will also be used in the slope design.

c. ~~Grading~~ Grading operations ~~should be planned~~ shall occur to avoid the rainy season, October fifteenth (15th) to April fifteenth (~~15th~~15th). ~~Grading~~ Grading permits shall only be issued when a plan for ~~erosion control~~ erosion and ~~silt retention~~ sediment control has been approved by the ~~city~~ City without regard to time of year. Additionally, those projects also requiring a Storm Water Pollution Prevention Plan (SWPPP) shall obtain approval of the SWPPP prior to any grading permit issuance.

d. ~~A~~ Rounded and smooth transitions ~~should be made~~ shall occur where ~~when the planes of~~ man-made and natural slopes/slopes intersect. Where ~~cut~~ cut or ~~fill~~ fill conditions are created, slopes/slopes shall be varied. ~~rather than left at a constant angle or create an unnatural, rigid, "engineered" appearance.~~ The angle of a graded slopes/slope shall be gradually adjusted to the angle of the natural terrain.

e. Manufactured slopes/slopes adjacent to roadways shall be consistent with the landform/landform grading/grading and revegetation techniques., ~~where physically feasible to create visually interesting and pleasing streetscapes. The higher the slope becomes, the more important the modeling effect of landform grading becomes.~~

~~—— f. —~~ Top of slope berms shall be used to eliminate the possibility of drainage sheet flow over the slope that would potentially cause an unstable condition. Tops of slopes should be rounded in conformance with landform grading techniques, or increased in size to reduce the visual impact of the back of a home.

f. Slopes shall implement drainage measures as detailed within Sub-article 11 of the City of Murrieta Grading Manual.

G.G. Drainage.

1. Natural drainage courses ~~should~~ shall be preserved and enhanced to the ~~extent possible~~ maximum extent per the associated National Pollution Discharge Elimination System (NPDES) permit associated with the subject site. ~~Rather than filling them in, drainage features should be incorporated as an integral part of the project design in order to enhance the overall quality and aesthetics of a site, to provide attractive open space vistas, and to preserve the natural character of the site. Encourage the use of natural drainage courses as natural boundaries between neighborhoods.~~

2. Storm drainage runoff resulting from project development should be minimized. ~~Where possible, flood control plans for storm waters should encourage the detention of water for percolation in to the ground water to conserve it for future uses and to mitigate downstream flooding.~~ The NPDES Permit also requires a project's stormwater runoff to be retained onsite through filtration to the maximum extent per State law. Runoff not retained onsite shall be conveyed offsite per City standards, codes, and policies.

16.24.080 Exceptions.

A. No Grading Permit Required. A grading permit is not required if the project meets the criteria as provided under Section 15.52.040 (Permit Exceptions). Additionally, flatwork, pools, or spas, which results in the disturbance of 50 cubic yards or less, does not require a grading permit. For the purpose of this section, flatwork is hardscaping (such as concrete or pavers) for patios, walkways, etc. All other activities resulting in the disturbance of 50 cubic yards or less (excluding those areas that are identified within Section 16.24.060(G) (Grading)), shall require the applicant to provide a statement to that effect, which shall be filed with the City Engineer including the following information: parcel boundaries, pad elevations, on or off-site existing grade elevations, vehicular access to and from the project site with both private and public roadways, existing utilities, and, if applicable, septic system location(s). The plan may be prepared on a topographic map drawn at a scale as large as one (1) inch to one-hundred (100) feet subject to the satisfaction of *City Engineer*.

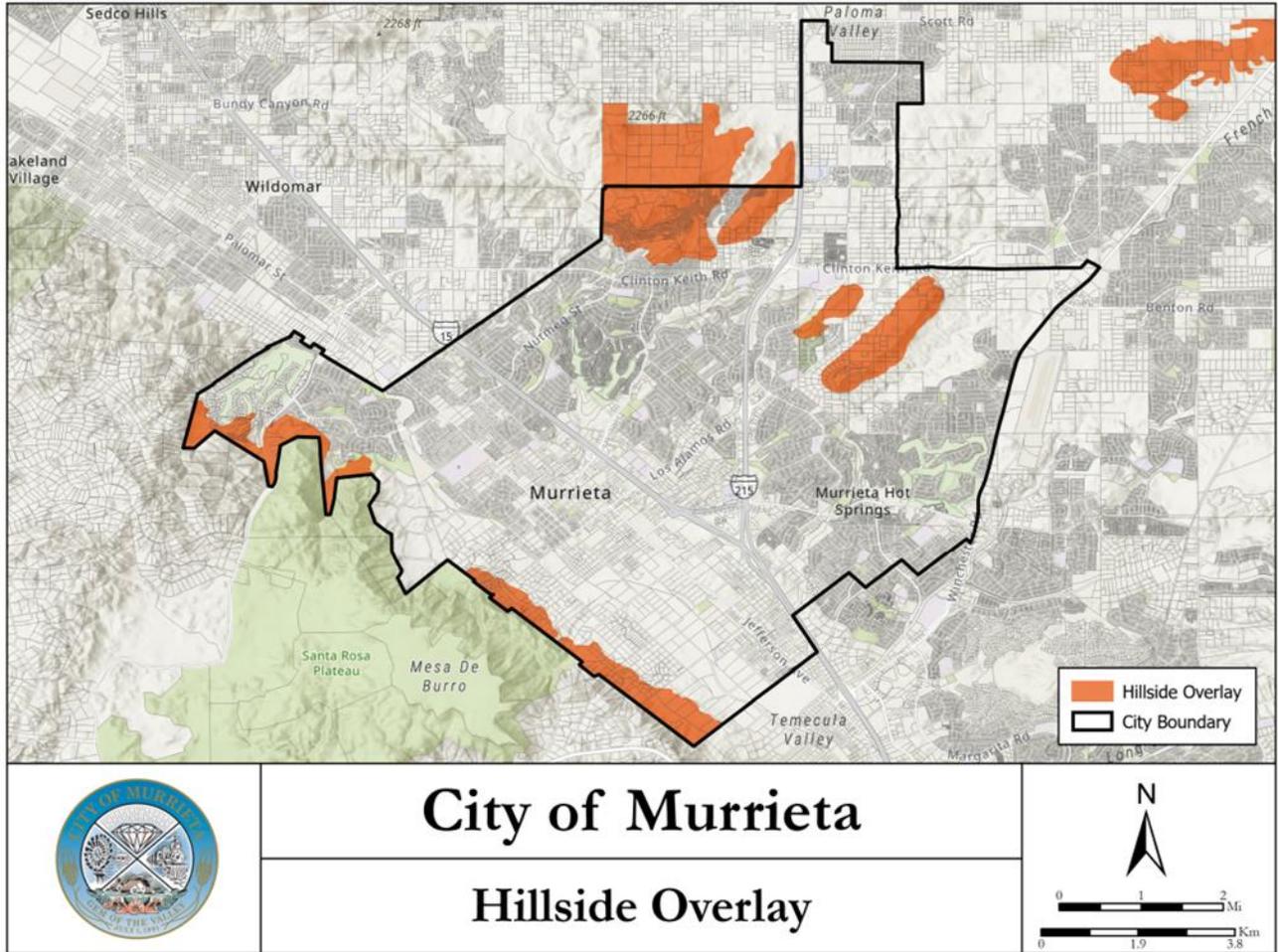
B. Residential Accessory Structures and Accessory Dwelling Units. This Chapter shall not apply to the development of residential accessory structures and accessory dwelling units on parcels with existing development approvals when the new construction:

1. Requires the removal of no more than 50 cubic yards of soil;
2. Does not require the use of a retaining wall;
3. Meets the criteria as described within Section 16.44.150 (Residential Accessory Uses and Structures) and Section 16.44.160 (Accessory Dwelling Units); and,
4. Satisfies the criteria as identified within Section 16.24.060(G).

16.24.090 (Reserved).

Reserved for future updates

16.24.100 Hillside Overlay Map.



A. Refer to the City's online Geographic Information System (GIS) as an additional mapping resource for project review.

Section 16.28.080 (Landscaping Standards) is hereby amended in its entirety to read as follows:

“16.28.080 Landscape Standards.

Landscape areas and materials shall be designed, installed, and maintained in compliance with the following:

A. General Design Standards. The following features shall be incorporated into the design of the proposed landscape and shown on required landscape plans:

1. Landscaping shall be planned as an integral part of the overall project design and not simply located in excess space after parking areas and structures have been planned;
2. Pedestrian access to sidewalks and structures shall be considered in the design of all landscaped areas;
3. Landscape planting shall be provided for all adjacent public rights-of-way, in compliance with [Chapter 16.108](#) (Improvements);
4. With the exception of single-family residential units, landscape adjacent to driveways and parking areas shall be protected from vehicle damage through the provision of minimum six (6) inch high concrete curbs or other types of barriers as approved by the director;
5. Landscaped areas shall not be less than five (5) feet in width, except where determined by the director;
6. Concrete strips, a minimum of four (4) inches in width, shall be provided to separate all turf areas from other landscaped areas, except for single-family residential landscape projects;
7. Permeable surfaces shall be used wherever permissible in place of impervious paving, to encourage on-site water infiltration and support water conservation measures. Permeable surfaces shall be identified on plans; and
8. Protective tree grates shall be provided for trees planted in pedestrian areas, except for single-family residential landscape projects and as determined by the director.

B. Plant Materials. Plant materials shall be selected and installed to comply with the following requirements:

1. A mix of plant materials shall be provided in compliance with the following table (Table ~~3-5~~ [16.28-2](#)). Calculations documenting the required mix shall be shown on the landscape plan;

Table 3-5 TABLE 16.28-2	
MINIMUM REQUIRED MIX OF PLANT MATERIALS	
Plant Material	Minimum Required Percentage
Trees	
Twenty-four (24) inch box	35%*
Fifteen- (15) -gallon	65%
Shrubs	
Five- (5-) gallon	70%

One- (1-) gallon (herbaceous only) with city approval	30%
Groundcover	
Coverage within two (2) years	100%
A greater percentage of specimen trees may be utilized with a corresponding reduction in the number of fifteen- (15-) gallon trees subject to the review of the director.	

2. Trees for shade shall be provided for buildings/structures, as well as for parking lots and open space areas. These trees can be deciduous or evergreen and are to be incorporated to provide natural cooling opportunities for the purpose of energy and water conservation;

3. Trees shall be planted in areas of public view adjacent to and along structures, at an equivalent of at least one (1) tree per thirty (30) linear feet of structure. Other areas shall provide trees at a ratio of one (1) tree for each three hundred (300) square feet of landscaped area. The clustering of trees is encouraged;

4. Mature specimen trees in thirty-six (36) inch and forty-eight (48) inch boxes shall be provided for large projects in sufficient quantity subject to the approval of the Director, to provide variety and emphasis at main focal areas;

5. All trees shall be staked or guyed (on a case-by-case basis) subject to the review of the director and in compliance with city standards;

6. Trees and shrubs shall be planted so that at maturity they do not interfere with service lines and traffic safety sight areas;

7. Trees and shrubs shall be planted and maintained in a manner that protects the basic rights of adjacent property owners, particularly the right to solar access;

8. Trees planted near public sidewalks or curbs shall be of a species and installed in a manner that prevents physical damage to sidewalks, curbs, gutters and other public improvements; and

9. Groundcover shall be of live plant material. Limited quantities of gravel, colored rock, bark, and similar materials may be used in combination with a living groundcover.”

Tracy, Christopher

From: Tracy, Christopher
Sent: Tuesday, August 15, 2023 4:11 PM
To: McDonald, Cristal; Ramirez, Kimberly; Garcia, Sylvia
Cc: Chantarangsu, David; Stiehl, Carl
Subject: FW: Hillside Ord - Please Distribute for Council Workshop
Attachments: Ltr to Council Hillside Grading Ord.pdf

Hi Cristal,

Please ensure that this is distributed to the Council for the workshop:

Thank you,



Chris Tracy, AICP

SENIOR PLANNER
DEVELOPMENT SERVICES DEPARTMENT
CITY OF MURRIETA
O: (951) 461-6046
CTracy@MurrietaCA.gov
1 Town Square | Murrieta, CA 92562
www.MurrietaCA.gov | [Connect with us](#)

From: A Long <awlong00@yahoo.com>
Date: August 15, 2023 at 8:29:00 AM PDT
To: "Warren, Cindy" <CWarren@murrietaca.gov>
Subject: Hillside Ord

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see my attached letter regarding the workshop on the Hillside Grading Ordinance.

Also, I appreciate staff's effort on retaining walls, but this is a good example of "throwing the baby out with the bath water." While there are examples of tall retaining walls that are an eyesore. There are more examples of tall retaining walls that work well, but you can't see. This is my point. What difference does it make if a retaining wall is 5' or 50' if you can't see it??? I can think of several commercial site that would not be able to build unless the built a very tall retaining wall that can't be seen. Also, if fire codes keep widening road standard, there may be many rural residential homeowners needing to widen their driveways with retaining if they propose to build accessory structures like a bar,

Please keep in mind, this ordinance and direction being sought is not mandated by the region, state, or federal agencies. It is one of the few items you can exercise local control over. Please consider those residents you are placing this map upon.

Respectfully,

Alan

Honorable Mayor, Mayor Pro-Tem, and Council members,

I am writing you out of grave concern, due to the damage that the proposed Hillside grading ordinance will cause my family, business, and neighbors.

The current Hillside Ordinance is to be applied citywide as written and originally adopted in 1998. Admittedly, the city has not been consistent when and where they enforce this ordinance. Development has been approved within and outside of the proposed Hillside Overlay Map (HOM), Prominent Ridgeline Map (PRM) and current unofficial map the city periodically uses to enforce the Hillside Ordinance. Also, it's worthy to mention, the city claims it was not the *intent* for the policy to be enforced citywide, yet it is written as such.

While I cannot opine on what everyone's past intent was/is, I can tell you the General Plans (GP) mentions viewshed and views from the major freeways of the "NATURAL SETTING." While I agree with staff, the GP lacks detail and is vague. However, it clearly places value on the "views from major freeways" for "people passing through the area" on major freeways. The GP also mentions "the Valley Floor" to be a protected viewshed, but that's another confusing topic. In either case, the views from the I15 & I215 freeways have changed since 1998. Frankly, you only get peekaboo view of our hills due to all the development that has occurred. The better question is to be asking is, with all the development along the I15 and I215, does this section GP and Hillside ordinance still make sense?

The vagueness and ambiguity of this topic should not be a surprise, but the recommendations being made should be. In July 2019, I had several conversations and emails with the Murrieta Planning Director regarding the wording in the Conservation section of our GP and Hillside Grading Ordinance. Specifically, I informed staff that the vagueness and wording would cause confusion for future staff and governing bodies. I suggested that, since the GP was being opened, this language be cleared up. After staff reviewed the language, I was assured that development could occur on my property and the current CUP and past Tentative Tract Map (TTM) approval set the precedence. Well, here we are fighting again.

BACKGROUND: On January 6, 2005, an application was filed by DFC Family Limited Partnership for a tentative tract map, for property located west of the intersection of Los Alamos and Mason Roads on the southernmost hill of what is known as the Hogbacks, to allow for a fifteen (lot) residential subdivision of 37.86 acres (38 acres). Several workshops and discussions were scheduled regarding the Hillside Grading Ordinance and potential development. On July 26, 2006, the Planning Commission met in a study session workshop to consider the DFC Family Limited Partnership for a tentative tract map and one other property owner proposing to develop on the Hogbacks in the Los Alamos District. Neighboring residents near the project overwhelmingly spoke in favor of the project. Feedback was requested from the Commissioners at the workshop on "the feasibility" of the project. It was the Commission's consensus that "a subdivision on the

Hogbacks in the Los Alamos District will be possible. The project and CEQA documents were later approved.

Since this time, I purchased the above-mentioned property and applied for a CUP. Again, the CEQA documents and CUP were approved. We have made significant investment in time and funding to get through the CUP process on properties that have been significantly developed and are NOT in their natural setting. This can be said about my adjacent neighbors at the bottom of slope (42 Lots).

In fact, the property I own had a slope analysis done for the approved TTM. Most of my property is less than 25%, yet is identified in both the HOM and PRM. The areas that are greater than 25% has been placed into conservation through the CUP process.

Also, I do not support using the “Technology” available to the city to determine whether a parcel should be in a definitive map. This “Technology” has already proven not to be reliable as there are several lots identified on the HOM that are completely flat.

As you know, the same areas identified in the HOM and PRM are within the Multi Species Habitat Conservation Plan, another layer of conservation requirements. The MSHCP has been the primary vehicle used to gain most conservation land in Murrieta. Most of the land identified in the PRM has already been placed into conservation and the remaining land already developed. In essence, the MSHCP accomplished more than what was identified in the conservation section of the GP. The developed parcels identified on the newly proposed HOM and PRM should not be singled, preventing them the use their property like the rest of the city.

To summarize, most of my property is not more than 25% slope, the areas that are greater than 25% has already been conserved, the previous staff and governing body aproned TTM, there is a current CUP for commercial business, and land has been every portion of land that remains has been disturbed by way of grading, imported dirt and/or structures and is NOT in its “natural setting.” For these reasons, and many others, I am asking to be removed from the Hillside Overlay map and Prominent Ridgeline Map.

The following picture is my property. We have 9 lots, an underlying tract map of 15 lots, 6 SFD units, multiple accessory structures, water tanks, and an active commercial business. Every square foot of the parcels on top of this hill has been developed by grading, trenching, importing fill dirt, and/or built upon. Additionally, many of the adjacent parcels (42 lots) can say the same, some having little to no slope. See picture below with yellow stars indicating homes mid-slope.



Also, the growth around the city has blocked the viewshed of these areas and now only offers a “peekaboo” view from few areas. Many of these areas have approved development projects that will continue to block the view. See following pictures:



View from Hancock



View from Hancock

Murrieta Hot Springs / I215



Winchester Rd (Hwy 79)



Winchester Rd. (Hwy 79)

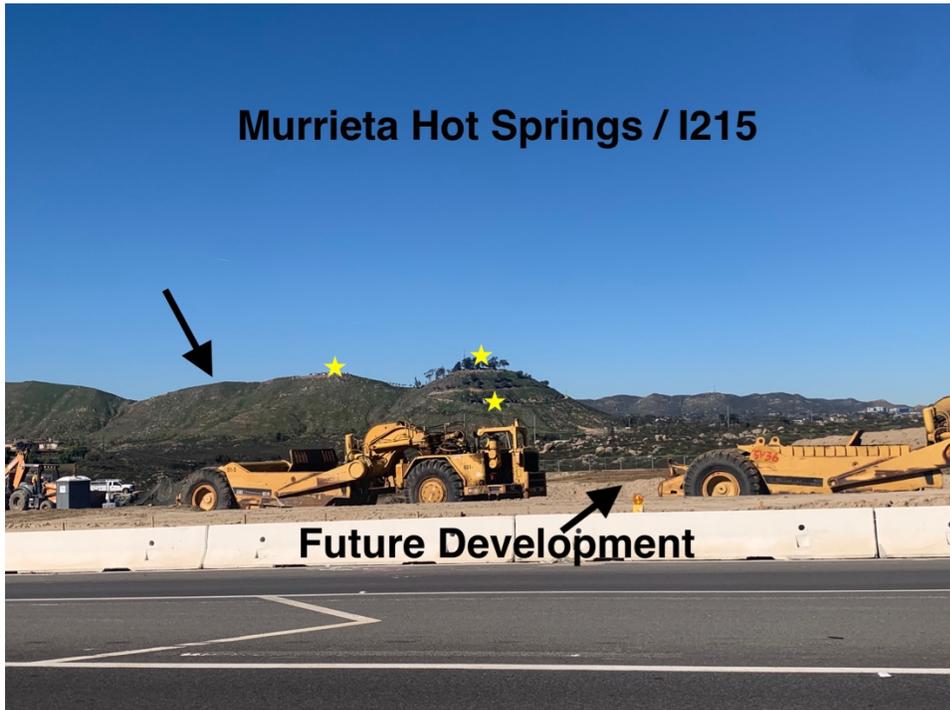


Winchester Rd. (Hwy 79)



Future Commercial Development

Yellow stars indicate homes



Yellow stars indicate homes

Southbound I215



Southbound I215



The following pictures are some of the development and homes that cannot be seen from most viewsheds









Again, every square foot of our property has been graded, trenched, built on and/or had imported fill dirt. Clearly, our properties are NOT in the natural ridgeline state. Placing us in these HOM and/or PRM, restricting our use of land that has already been developed will cause us hardship and will significantly impact our business and family that has been here for 5 generations.

There are several ridgelines that are still in their natural state. However, as development continues the viewshed will continue to dwindle. Nevertheless, if the city council continues to support a PRM. I suggest preserving undeveloped ridgelines that are in their natural state as stated in the General Plan. See below picture:

The Center Hogback is the tallest and largest Hogback and the ridgeline is in its natural state.

This Ordinance is not being mandated from the region, state, and/or federal government. On the contrary, it is a local decision, one of the few you get to make these days.

We ask that you reconsider our property and remove it from the HOM, PRM or any other map that would cause us restrictions the rest of the city is free from, and instead focus on preserving undeveloped ridgelines that are in their natural state, such as the below picture:



Respectfully.
Alan Long
Resident
Heritage Hill, Owner



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. CS1.

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 1 case.



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. CS2.

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 that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, 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

10/21/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/21/2025
Agenda Item No.

Subject:
Police Department: E-Bike Social Media Campaign



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/21/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
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

10/21/2025
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 October 7, 2025 Regular meeting minutes.

ATTACHMENTS

1. October 7, 2025 Minutes

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



**Tuesday, October 7, 2025
5:00 PM CLOSED SESSION
5:30 PM RECESS
6:00 PM REGULAR MEETING
MINUTES**

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>**

5:00 PM CLOSED SESSION

CALL TO ORDER 5:00 p.m.

ROLL CALL

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

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

CLOSED SESSION

CS1. 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.

RECESS TO CLOSED SESSION 5:01 p.m.

5:30 PM RECESS

The City Council will take a brief recess to join as guests in a community vigil event at the flagpole located between City Hall and the Police Station.

CALL TO ORDER 5:28 p.m.

ROLL CALL

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

Absent: Council Member Ron Holliday

RECESS TO EVENT 5:28 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:03 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action:

CS1. – Case 1 and 2: No reportable action.

ROLL CALL

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

PLEDGE OF ALLEGIANCE Mayor Pro Tem Jon Levell

INVOCATION Pastor Mark Brunette, Promise Christian Church

PRESENTATIONS

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

Proclamation: SAFE Family Justice Center - Domestic Violence Awareness Month

Proclamation: Breast Cancer Awareness Month

Presentation: Champion for Murrieta, Frank Donahoe

APPROVAL OF AGENDA

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest, to approve the Agenda for October 7, 2025.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren

Noes: None

Absent: None

CITY MANAGER - ADMINISTRATIVE UPDATE

Community Update: Public Information Officer Cristina Davies

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB)

REPORTS/ANNOUNCEMENTS

Council Member DeForest: Deferred Reports/Announcements to the next meeting.

Council Member Stone: Provided attendance/reported the following:
• Western Regional Council of Governments (WRCOG)

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

Council Member Holliday: Provided attendance/reported the following:
• Town Square Park & Amphitheater Ad-Hoc Subcommittee
• Regional Conservation Authority (RCA)

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

Meeting Agenda

City Council

October 7, 2025

Mayor Pro Tem Levell: Provided verbal Announcements.

Mayor Warren: Provided attendance/reported the following:

- Town Square Park & Amphitheater Ad-Hoc Subcommittee
- Riverside Transit Agency (RTA)

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

PUBLIC COMMENTS (NON-AGENDA)

Adam Eventov: Representing SoCal Gas, spoke on recent legislation passed and clarified the effects on the community.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 8

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.

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, Levell, Warren

Noes: None

Absent: None

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

Recommended Action:

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

- 2. Minutes

Recommended Action:

Approve the September 16, 2025 Regular meeting minutes.

- 3. Murrieta Supervisors’ Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

Recommended Action:

Adopt Resolution No. 25-4889 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 Supervisors’ Association for the Period July 1, 2024, through June 30, 2027.*

- 4. Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan

Recommended Action:

Adopt Resolution No. 25-4890 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving an Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan.*

- 5. License Agreement with Murrieta Valley Unified School District for Sidewalk at Vintage Reserve Park

Recommended Action:

Approve a License Agreement with Murrieta Valley Unified School District for the construction and maintenance of a gate access and sidewalk from Buchanan Elementary School to Vintage Reserve Park; and

Authorize the City Manager to execute the Agreement.

- 6. Notice of Completion - Glen Arbor Dog Park Project

Recommended Action:

Accept the public improvements for the Glen Arbor Dog Park Project, Capital Improvement Project No. 8273; and

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

- 7. Purchase Radios from Motorola for Police Vehicles

Recommended Action:

Approve the purchase of ten police radios from Motorola Solutions, Inc. for a total of \$108,074.34.

- 8. Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551, Gierson Ranch

Recommended Action:

Approve the Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551; and

Authorize and direct the City Engineer to execute the Subdivision Improvement Agreement.

PULLED CONSENT CALENDAR ITEMS None

DISCUSSION

- 9. Finding that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

Staff report and PowerPoint presentation provided by City Engineer Jeff Hitch.

Director of Public Works Bob Moehling was available to answer questions from the City Council.

Public Comments: None

Action: After discussion, it was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell, to adopt Resolution 25-4891 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek.*

The motion carried by the following vote:

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

10. Third Amendment to Agreement with Flock Group, Inc. to Add the “Drone as First Responder” Program

Staff report and PowerPoint presentation provided by Police Chief Matt Henry and Police Captain Jeremy Durrant.

Public Comments: None

Action: After discussion, it was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell, to Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$150,000 using Measure T Unassigned Fund Balance; Authorize the exemption from bidding requirements; Approve the third amendment to the Agreement with Flock Group, Inc. to add the “Drone as First Responder” Program in the total amount of \$750,000 for a three year agreement; and Authorize the City Manager to execute the third amendment to the agreement and amend the agreement with a contingency amount not to exceed \$75,000.

The motion carried by the following vote:

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

NOTIFICATIONS None

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member DeForest: None.

Meeting Agenda

City Council

October 7, 2025

Council Member Stone: Council Member Stone withdrew her request from the September 16, 2025, meeting regarding Proposition 50, as the Legislative Subcommittee had already taken a position on the legislative bills related to that item.

Council Member Holliday: None.

Mayor Pro Tem Levell: None.

Mayor Warren: None.

ADJOURNMENT 7:55 p.m.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/21/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst - Finance

SUBJECT: Monthly Investment Transaction Report for August 2025

RECOMMENDATION

Receive and file the Monthly Investment Transaction Report for August 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 upon request.

The transactions in the long-term investment portfolio for August 2025 include dispositions of \$4,728,928.20 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 \$5,322,944.26.

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. This account's last interest earnings deposit was in July 2025, for the prior quarter. There are no LAIF transactions to report for the month of August. The ending balance as of August 31, 2025, is \$2,021,589.77.

As of August 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 \$154,079,295.50. Both accounts combined had an overall increase of \$606,164 or 0.39%, which includes any deposits, dispositions, applicable interest earning, and less any realized gain/loss or monthly fees charged to the account.

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

The total earnings from the Cash Sweep Program for the month of August were \$422,908.78.

Attached are the investment portfolio accounts for Chandler for the month of August (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 August 2025
2. Local Agency Investment Fund (LAIF) Monthly Statement for August 2025
3. Wells Fargo Cash Sweep Program August 2025 Statement

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY

Murrieta Consolidated | Account | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	1.78
Average Coupon	3.83%
Average Purchase YTM	4.35%
Average Market YTM	3.91%
Average Credit Quality*	AA+
Average Final Maturity	2.11
Average Life	1.83

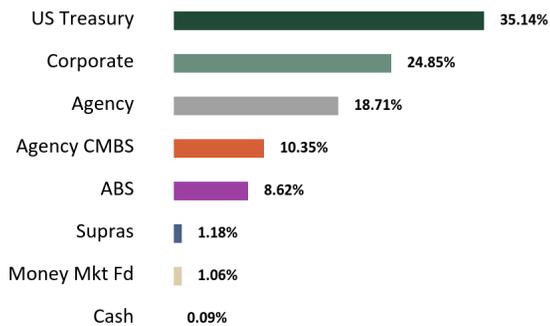
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	153,419,733.84	154,849,484.58
Accrued Interest	1,269,685.61	1,168,174.53
Total Market Value	154,689,419.46	156,017,659.12
Income Earned	486,387.71	363,421.13
Cont/WD	0.00	0.00
Par	154,193,825.62	154,808,461.69
Book Value	151,451,541.73	152,057,705.74
Cost Value	151,451,541.73	152,057,705.74

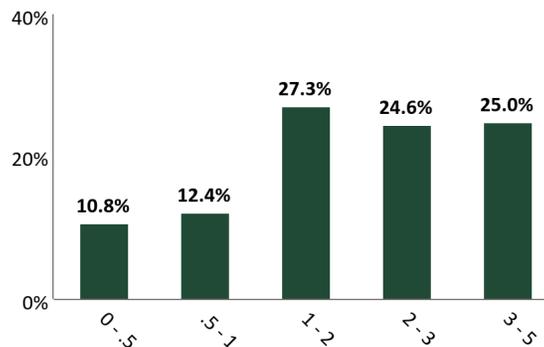
Top Issuers

Government of The United States	35.14%
Federal Home Loan Banks	11.66%
FHLMC	10.35%
Farm Credit System	7.05%
U.S. Bancorp	1.93%
Massachusetts Mutual Life Insurance	1.36%
New York Life Insurance Company	1.27%
American Express Credit Master Trust	1.24%

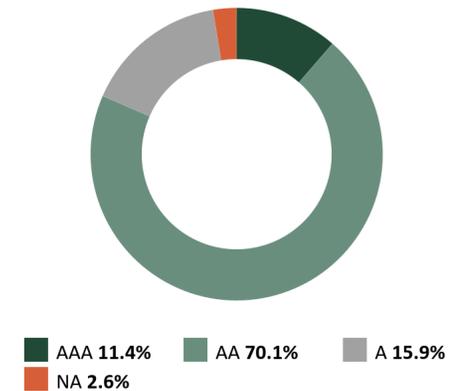
Sector Allocation



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: 09/04/2025 12:47:57 AM

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.4	Compliant	
Max % Issuer (MV)	30.0	10.4	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.6	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	24.9	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 August 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	18.7	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	1.1	Compliant	
Max % Issuer (MV)	10.0	1.1	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 August 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	35.1	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

Murrieta Consolidated | Account | As of August 31, 2025

Maturities / Calls

Month to Date	(2,375,000.00)
Fiscal Year to Date	(25,150,000.00)

Principal Paydowns

Month to Date	(535,600.80)
Fiscal Year to Date	(2,820,948.64)

Purchases

Month to Date	5,322,944.26
Fiscal Year to Date	73,781,007.12

Sales

Month to Date	(1,948,411.25)
Fiscal Year to Date	(42,341,084.67)

Interest Received

Month to Date	468,963.46
Fiscal Year to Date	3,663,295.24

Purchased / Sold Interest

Month to Date	(4,031.25)
Fiscal Year to Date	(186,321.43)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Book Value	151,451,541.73	148,126,527.34
Maturities/Calls	(2,375,000.00)	(25,150,000.00)
Principal Paydowns	(535,600.80)	(2,820,948.64)
Purchases	5,322,944.26	73,781,007.12
Sales	(1,948,411.25)	(42,341,084.67)
Change in Cash, Payables, Receivables	130,083.85	107,847.13
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	12,147.94	354,357.46
Ending Book Value	152,057,705.74	152,057,705.74

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Market Value	153,419,733.84	149,082,097.03
Maturities/Calls	(2,375,000.00)	(25,150,000.00)
Principal Paydowns	(535,600.80)	(2,820,948.64)
Purchases	5,322,944.26	73,781,007.12
Sales	(1,948,411.25)	(42,341,084.67)
Change in Cash, Payables, Receivables	130,083.85	107,847.13
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	823,586.74	1,836,209.16
Realized Gain (Loss)	12,147.94	354,357.46
Ending Market Value	154,849,484.58	154,849,484.58

HOLDINGS REPORT



Murrieta Consolidated | Account | As of August 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	36,600.14	08/15/2022 3.73%	36,597.96 36,597.96	99.92 4.49%	36,571.70 49.30	0.02% (26.26)	NA/AAA AAA	0.88 0.11
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	7,517.38	05/10/2022 3.21%	7,516.99 7,516.99	99.90 4.79%	7,510.05 4.02	0.00% (6.94)	Aaa/AAA NA	0.98 0.06
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	20,371.67	03/10/2022 2.33%	20,367.16 20,367.16	99.90 3.79%	20,350.77 21.01	0.01% (16.40)	Aaa/NA AAA	1.04 0.07
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	89,425.22	08/08/2023 5.38%	89,414.50 89,414.50	100.13 4.26%	89,537.53 147.01	0.06% 123.03	NA/AAA AAA	1.22 0.11
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	413,349.17	02/08/2024 5.09%	413,297.50 413,297.50	100.31 4.28%	414,621.45 642.87	0.27% 1,323.95	NA/AAA AAA	1.56 0.35
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	939,719.50	06/20/2024 5.19%	934,727.24 934,727.24	100.37 4.13%	943,149.57 779.97	0.61% 8,422.33	Aaa/AAA NA	1.56 0.40
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	56,217.47	07/06/2022 3.64%	56,217.09 56,217.09	99.87 4.52%	56,143.79 85.26	0.04% (73.30)	Aaa/NA AAA	1.62 0.15
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.19 4.17%	354,155.06 827.56	0.23% 4,196.01	Aaa/NA AAA	2.38 0.98
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	100.11 4.15%	545,609.69 1,024.60	0.35% 701.41	NA/AAA AAA	2.46 0.96
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.82 4.05%	710,804.97 986.61	0.46% 5,816.67	NA/AAA AAA	2.73 1.42
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	100.87 4.20%	1,260,818.50 2,894.44	0.81% 10,872.87	Aaa/AAA NA	2.96 0.80
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	101.14 4.07%	1,335,036.78 3,027.20	0.86% 15,402.68	NA/AAA AAA	3.04 0.99
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	100.95 4.14%	338,181.19 738.49	0.22% 3,199.95	Aaa/NA AAA	3.21 1.08
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	101.13 4.06%	606,802.38 518.00	0.39% 6,893.52	Aaa/AAA NA	3.49 0.96
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	102.03 3.97%	652,994.62 1,487.64	0.42% 13,125.82	NA/AAA AAA	3.62 1.52
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	101.36 4.00%	780,481.32 1,577.64	0.50% 10,575.18	NA/AAA AAA	3.62 2.07
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	100.54 3.99%	673,591.33 1,259.60	0.43% 3,633.47	Aaa/NA AAA	4.05 1.90

HOLDINGS REPORT



Murrieta Consolidated | Account | As of August 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	100.99 3.90%	590,789.92 1,133.60	0.38% 5,842.74	NA/AAA AAA	4.30 1.99
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	100.65 4.27%	1,056,861.12 1,446.96	0.68% 6,906.27	Aaa/NA AAA	4.55 1.47
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	101.10 3.87%	1,268,778.65 2,387.29	0.82% 13,801.37	NA/AAA AAA	4.62 2.43
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.78 3.82%	372,887.89 659.83	0.24% 2,942.35	Aaa/AAA NA	4.62 1.57
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	101.26 3.88%	1,225,227.97 2,333.96	0.79% 15,248.06	NA/AAA AAA	4.70 2.50
Total ABS		13,218,200.56	4.74%	13,212,001.47	100.93 4.05%	13,340,906.26 24,032.86	8.62% 128,904.79		3.46 1.43

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	100.01 4.09%	1,400,087.28 6,256.25	0.90% 7,227.28	Aa1/AA+ AA+	0.39 0.38
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	100.52 3.96%	1,005,235.42 14,909.72	0.65% 7,545.42	Aa1/AA+ AA+	0.68 0.66
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	100.62 3.92%	2,012,483.02 20,847.22	1.30% 13,863.02	Aa1/AA+ AA+	0.78 0.75
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	100.96 3.91%	2,019,233.88 8,611.11	1.30% 11,753.88	Aa1/AA+ AA+	0.91 0.88
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	100.62 3.83%	2,419,866.39 5,110.63	1.56% 20,397.89	Aa1/AA+ AA+	0.95 0.92
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.75 3.87%	4,533,861.56 98,281.25	2.93% 57,831.56	Aa1/AA+ AA+	1.03 0.97
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	100.98 3.78%	1,767,187.40 23,381.94	1.14% 12,759.90	Aa1/AA+ AA+	1.21 1.15
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	100.46 3.78%	2,009,154.86 10,541.67	1.30% 13,594.86	Aa1/AA+ AA+	1.38 1.31
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	101.10 3.77%	1,010,950.47 19,375.00	0.65% 15,430.47	Aa1/AA+ AA+	1.57 1.47
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	101.61 3.70%	1,524,161.79 28,104.17	0.98% 28,046.79	Aa1/AA+ AA+	1.61 1.51

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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	101.27 3.73%	1,012,707.01 12,625.00	0.65% 17,877.01	Aa1/AA+ AA+	1.72 1.62
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	102.11 3.62%	3,063,295.17 64,125.00	1.98% 23,815.17	Aa1/AA+ AA+	2.53 2.32
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	100.37 3.61%	1,124,141.27 9,566.67	0.73% 16,898.07	Aa1/AA+ AA+	2.77 2.59
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	101.01 3.61%	2,020,206.86 18,222.22	1.30% 63,266.86	Aa1/AA+ AA+	2.77 2.58
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	102.40 3.66%	2,048,001.56 39,750.00	1.32% 66,541.56	Aa1/AA+ AA+	3.06 2.79
Total Agency		28,675,000.00	4.56%	28,593,724.20	101.03 3.79%	28,970,573.92 379,707.85	18.71% 376,849.72		1.55 1.46

AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	339,324.19	06/23/2022 3.30%	338,608.42 338,608.42	99.69 4.29%	338,275.98 935.40	0.22% (332.44)	Aa1/AA+ AAA	0.07 0.07
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	98.51 4.12%	1,970,149.20 4,421.67	1.27% 79,602.32	Aa1/AA+ AAA	0.98 0.91
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	862,923.88	09/22/2022 4.23%	831,946.26 831,946.26	98.81 4.25%	852,644.21 2,406.84	0.55% 20,697.95	Aa1/AA+ AAA	1.24 1.11
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	99.06 4.05%	853,912.20 2,463.88	0.55% 14,311.69	Aa1/AA+ AAA	1.40 1.21
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	98.71 3.99%	987,116.10 2,702.50	0.64% 21,647.35	Aa1/AA+ AAA	1.65 1.49
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,222,473.43	05/18/2023 4.13%	1,174,290.79 1,174,290.79	98.50 3.89%	1,204,165.17 3,246.69	0.78% 29,874.39	Aa1/AAA AA+	2.07 1.91
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	99.27 3.89%	1,156,546.41 3,543.54	0.75% 49,068.28	Aa1/AA+ AAA	2.49 2.30
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	99.91 3.87%	1,248,918.25 4,062.50	0.81% 51,652.62	Aa1/AA+ AAA	2.99 2.74
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	100.34 3.88%	2,006,760.00 6,766.67	1.30% 16,056.87	Aaa/AA+ AA+	3.15 2.87
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	94.75 3.94%	1,421,216.85 2,825.00	0.92% 35,884.82	Aa1/AA+ AAA	3.40 3.13
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	98.34 3.90%	1,966,741.20 5,703.33	1.27% 34,241.20	Aa1/AAA AA+	3.49 3.17

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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
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	101.40 4.01%	2,028,043.20 7,353.33	1.31% 30,152.57	Aaa/AA+ AA+	4.56 3.78
Total Agency CMBS		16,201,721.49	4.31%	15,651,631.17 15,651,631.17	99.00 3.98%	16,034,488.78 46,431.35	10.35% 382,857.61		2.63 2.36

CASH									
CCYUSD	Receivable	135,930.18	--	135,930.18 135,930.18	1.00 0.00%	135,930.18 0.00	0.09% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		135,930.18		135,930.18 135,930.18	1.00 0.00%	135,930.18 0.00	0.09% 0.00		0.00 0.00

CORPORATE									
437076CR1	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00	09/14/2022 4.13%	996,380.00 996,380.00	99.96 4.97%	999,616.26 18,444.44	0.65% 3,236.26	A2/A A	0.04 0.04
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.11 4.10%	425,467.65 4,887.50	0.27% 493.15	A1/AA AA-	0.25 0.24
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.52 4.27%	995,237.14 722.22	0.64% 35,847.14	Aaa/AA+ NA	0.48 0.47
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.18 4.19%	751,341.10 13,218.75	0.49% 1,858.60	Aa3/AA+ AA+	0.61 0.58
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	99.41 4.25%	994,080.73 10,980.56	0.64% 39,860.73	A2/A A	0.67 0.65
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	100.87 4.27%	1,008,736.54 10,650.00	0.65% 8,296.54	Aa3/AA- AA-	0.80 0.77
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	100.87 4.09%	1,462,656.69 4,271.46	0.94% 10,731.69	A1/A+ NA	0.94 0.91
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	101.25 4.18%	1,012,516.97 1,995.50	0.65% 13,706.97	Aa2/A+ AA	0.96 0.85
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.27 4.02%	516,459.80 8,059.06	0.33% 6,597.50	A1/A+ NA	1.19 1.05
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.29 4.05%	1,595,302.30 18,555.69	1.03% 18,842.30	Aa2/AA- AA	1.27 1.13
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	100.76 3.91%	1,007,587.37 6,625.00	0.65% 8,127.37	A1/A A+	1.36 1.29
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	101.21 3.97%	1,260,009.93 7,080.94	0.81% 15,321.18	A1/A AA-	1.39 1.32

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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	101.25 3.92%	1,518,781.32 1,000.00	0.98% 17,971.32	A1/AA- NA	1.49 1.34
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	101.55 3.95%	1,228,695.33 27,354.71	0.79% 18,695.33	Aa3/A AA-	1.54 1.37
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	100.04 3.97%	1,000,400.48 12,333.33	0.65% 9,940.48	A2/A+ A+	1.69 1.60
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	96.61 3.92%	1,449,200.42 8,170.83	0.94% 77,255.42	A2/A NA	1.70 1.64
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.60 3.95%	751,871.94 6,613.75	0.49% 13,326.34	A2/A A	1.82 1.63
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	101.25 3.91%	759,406.91 3,354.17	0.49% 8,761.91	Aa3/AA- NA	1.90 1.72
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	100.58 3.84%	1,257,235.09 2,449.65	0.81% 5,597.59	Aa3/A+ NA	1.95 1.78
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.71 3.83%	987,142.02 787.50	0.64% 26,692.02	A1/AA AA-	1.97 1.89
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	101.13 3.97%	1,011,269.39 20,348.61	0.65% 21,369.39	A1/A+ A+	2.05 1.90
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	99.71 4.04%	997,123.89 16,250.00	0.64% (2,696.11)	Aa1/AA+ AAA	2.08 1.95
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	97.78 4.05%	1,222,262.61 13,930.56	0.79% 32,962.61	A2/A+ A	2.12 2.01
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.66 3.90%	711,648.33 4,882.50	0.46% 11,858.33	A1/A A+	2.35 2.19
64952WCX9	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	1,000,000.00	08/26/2025 4.04%	976,720.00 976,720.00	97.68 4.04%	976,834.67 4,250.00	0.63% 114.67	Aa1/AA+ AAA	2.36 2.24
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	101.57 4.07%	1,523,476.31 4,750.00	0.98% 11,131.31	A2/NA A	2.44 2.20
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	101.16 3.97%	1,355,555.38 25,508.39	0.88% 17,149.98	Aa3/AA+ AA+	2.57 2.37
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	99.46 3.91%	745,951.22 9,250.00	0.48% 30,946.22	A1/A NA	2.67 2.48
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	100.93 4.03%	1,513,980.41 19,433.33	0.98% 29,955.41	Aa2/A+ AA-	2.71 2.35

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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	100.91 4.56%	1,342,058.15 18,523.21	0.87% 12,058.15	A2/A+ A+	2.71 1.60
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	101.04 3.95%	575,953.65 5,578.88	0.37% 5,959.35	A2/A A	2.79 2.51
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	99.63 3.94%	996,318.06 4,855.56	0.64% 11,198.06	A1/A NA	2.87 2.68
66815L2X6	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	1,000,000.00	08/25/2025 4.03%	1,002,660.00 1,002,660.00	100.35 4.00%	1,003,483.92 687.50	0.65% 823.92	Aa1/AA+ AAA	2.99 2.78
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	98.97 4.02%	989,742.13 18,250.00	0.64% 6,342.13	A1/A NA	3.00 2.81
713448GL6	PEPSICO INC 4.1 01/15/2029	1,000,000.00	07/24/2025 4.19%	997,190.00 997,190.00	100.23 4.02%	1,002,340.11 4,327.78	0.65% 5,150.11	A1/A+ NA	3.38 3.03
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	102.00 4.37%	1,530,070.70 7,089.00	0.99% 28,210.70	A2/A- AA-	3.41 2.24
Total Corporate		38,345,000.00	4.65%	37,916,120.85	100.37 4.07%	38,479,814.89 345,470.36	24.85% 563,694.04		1.89 1.68
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	1,647,609.46	-- 4.17%	1,647,609.46 1,647,609.46	1.00 4.17%	1,647,609.46 0.00	1.06% 0.00	Aaa/ AAA AAA	0.00 0.00
Total Money Market Fund		1,647,609.46	4.17%	1,647,609.46	1.00 4.17%	1,647,609.46 0.00	1.06% 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	100.02 3.62%	1,335,234.59 15,459.11	0.86% 3,198.29	Aaa/AAA NA	2.68 2.50
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	99.61 3.64%	498,070.83 2,381.94	0.32% 14,955.83	Aaa/AAA NA	2.87 2.69
Total Supranational		1,835,000.00	3.86%	1,815,151.30	99.91 3.62%	1,833,305.42 17,841.06	1.18% 18,154.12		2.73 2.55

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US TREASURY									
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	-- 2.90%	3,259,882.81 3,259,882.81	99.89 4.37%	3,246,471.96 41,024.59	2.10% (13,410.85)	Aa1/AA+ AA+	0.08 0.08
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	99.78 4.33%	2,494,521.48 25,271.74	1.61% (4,111.34)	Aa1/AA+ AA+	0.17 0.16
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	99.59 4.26%	2,489,843.75 16,661.01	1.61% 58,691.41	Aa1/AA+ AA+	0.21 0.20
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	99.50 4.15%	2,487,573.25 11,234.71	1.61% 74,780.28	Aa1/AA+ AA+	0.33 0.32
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	99.00 4.03%	2,474,921.88 23,668.03	1.60% 97,089.85	Aa1/AA+ AA+	0.58 0.56
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	99.85 3.99%	1,997,093.74 28,483.61	1.29% 31,390.61	Aa1/AA+ AA+	0.62 0.60
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	97.89 3.81%	2,936,835.93 17,771.74	1.90% 169,804.68	Aa1/AA+ AA+	1.21 1.16
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	97.41 3.77%	1,704,746.09 5,242.87	1.10% 63,505.85	Aa1/AA+ AA+	1.33 1.29
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	98.17 3.70%	2,454,296.88 26,297.81	1.58% 104,882.82	Aa1/AA+ AA+	1.58 1.51
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	99.30 3.65%	1,290,910.15 7,233.02	0.83% 24,222.65	Aa1/AA+ AA+	1.83 1.75
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	98.35 3.65%	1,966,953.12 4,782.61	1.27% 79,843.74	Aa1/AA+ AA+	1.91 1.84
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	99.04 3.63%	2,476,074.23 215.81	1.60% 30,957.04	Aa1/AA+ AA+	2.00 1.91
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	101.01 3.62%	1,616,124.99 27,770.49	1.04% 20,624.99	Aa1/AA+ AA+	2.08 1.94
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	97.14 3.61%	1,359,914.07 9,330.16	0.88% 60,976.57	Aa1/AA+ AA+	2.21 2.11
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	99.77 3.60%	1,496,542.97 4,565.22	0.97% 29,472.66	Aa1/AA+ AA+	2.42 2.28
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	98.04 3.59%	2,695,966.79 3,493.55	1.74% 11,708.98	Aa1/AA+ AA+	2.46 2.34
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	98.01 3.59%	2,450,292.98 3,320.31	1.58% 75,488.29	Aa1/AA+ AA+	2.96 2.80

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
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	98.57 3.60%	1,971,484.38 18,512.23	1.27% 100,859.38	Aa1/AA+ AA+	3.21 2.99
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	102.09 3.61%	2,297,021.49 264.16	1.48% 52,294.93	Aa1/AA+ AA+	3.50 3.23
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	101.32 3.63%	2,026,406.24 6,956.52	1.31% 35,312.49	Aa1/AA+ AA+	3.91 3.58
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	98.13 3.63%	2,698,437.50 237.40	1.74% 79,707.03	Aa1/AA+ AA+	4.00 3.72
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	101.35 3.65%	1,722,976.55 22,913.04	1.11% 57,773.42	Aa1/AA+ AA+	4.17 3.76
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	100.85 3.66%	3,025,546.86 29,538.93	1.95% 48,867.17	Aa1/AA+ AA+	4.25 3.85
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	100.86 3.66%	3,025,898.43 19,901.49	1.95% 30,585.93	Aa1/AA+ AA+	4.33 3.93
Total US Treasury		54,750,000.00	3.95%	53,085,537.11	99.39 3.80%	54,406,855.68 354,691.06	35.14% 1,321,318.57		2.12 1.98
Total Portfolio		154,808,461.69	4.35%	152,057,705.74	98.91 3.91%	154,849,484.58 1,168,174.53	100.00% 2,791,778.85		2.11 1.78
Total Market Value + Accrued						156,017,659.12			

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
ACQUISITIONS										
Purchase	08/04/2025	31846V567	5,846.33	FIRST AMER:GVT OBLG Z	1.000	4.18%	(5,846.33)	0.00	(5,846.33)	0.00
Purchase	08/07/2025	31846V567	35,625.00	FIRST AMER:GVT OBLG Z	1.000	4.17%	(35,625.00)	0.00	(35,625.00)	0.00
Purchase	08/11/2025	31846V567	36,612.50	FIRST AMER:GVT OBLG Z	1.000	4.18%	(36,612.50)	0.00	(36,612.50)	0.00
Purchase	08/12/2025	31846V567	25,093.75	FIRST AMER:GVT OBLG Z	1.000	4.18%	(25,093.75)	0.00	(25,093.75)	0.00
Purchase	08/12/2025	31846V567	1,375,000.00	FIRST AMER:GVT OBLG Z	1.000	4.18%	(1,375,000.00)	0.00	(1,375,000.00)	0.00
Purchase	08/14/2025	31846V567	80,050.00	FIRST AMER:GVT OBLG Z	1.000	4.18%	(80,050.00)	0.00	(80,050.00)	0.00
Purchase	08/15/2025	31846V567	1,128,614.96	FIRST AMER:GVT OBLG Z	1.000	4.17%	(1,128,614.96)	0.00	(1,128,614.96)	0.00
Purchase	08/15/2025	31846V567	8,634.08	FIRST AMER:GVT OBLG Z	1.000	4.17%	(8,634.08)	0.00	(8,634.08)	0.00
Purchase	08/18/2025	31846V567	27,630.00	FIRST AMER:GVT OBLG Z	1.000	4.18%	(27,630.00)	0.00	(27,630.00)	0.00
Purchase	08/18/2025	31846V567	33,397.15	FIRST AMER:GVT OBLG Z	1.000	4.18%	(33,397.15)	0.00	(33,397.15)	0.00
Purchase	08/20/2025	31846V567	86,228.56	FIRST AMER:GVT OBLG Z	1.000	4.19%	(86,228.56)	0.00	(86,228.56)	0.00
Purchase	08/22/2025	31846V567	15,750.00	FIRST AMER:GVT OBLG Z	1.000	4.16%	(15,750.00)	0.00	(15,750.00)	0.00
Purchase	08/25/2025	31846V567	94,806.36	FIRST AMER:GVT OBLG Z	1.000	4.18%	(94,806.36)	0.00	(94,806.36)	0.00
Purchase	08/25/2025	31846V567	390,275.57	FIRST AMER:GVT OBLG Z	1.000	4.18%	(390,275.57)	0.00	(390,275.57)	0.00
Purchase	08/26/2025	66815L2X6	1,000,000.00	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	100.266	4.03%	(1,002,660.00)	(114.58)	(1,002,774.58)	0.00
Purchase	08/27/2025	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	97.672	4.04%	(976,720.00)	(3,916.67)	(980,636.67)	0.00
Total Purchase			5,343,564.26				(5,322,944.26)	(4,031.25)	(5,326,975.51)	0.00
TOTAL ACQUISITIONS			5,343,564.26				(5,322,944.26)	(4,031.25)	(5,326,975.51)	0.00
DISPOSITIONS										
Maturity	08/12/2025	14913R2Z9	(1,375,000.00)	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	100.000	3.69%	1,375,000.00	0.00	1,375,000.00	1,663.75
Maturity	08/15/2025	26442UAA2	(1,000,000.00)	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	100.000	3.57%	1,000,000.00	0.00	1,000,000.00	9,290.00
Total Maturity			(2,375,000.00)				2,375,000.00	0.00	2,375,000.00	10,953.75

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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	08/26/2025	31846V567	(967,774.58)	FIRST AMER:GVT OBLG Z	1.000	4.20%	967,774.58	0.00	967,774.58	0.00
Sale	08/27/2025	31846V567	(980,636.67)	FIRST AMER:GVT OBLG Z	1.000	4.20%	980,636.67	0.00	980,636.67	0.00
Total Sale			(1,948,411.25)				1,948,411.25	0.00	1,948,411.25	0.00
TOTAL DISPOSITIONS			(4,323,411.25)				4,323,411.25	0.00	4,323,411.25	10,953.75
OTHER TRANSACTIONS										
Coupon	08/01/2025	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	08/01/2025	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	08/01/2025	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	08/01/2025	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	08/01/2025	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	08/01/2025	3137BTUM1	0.00	FHMS K-061 A2 3.347 11/25/2026		4.23%	2,411.81	0.00	2,411.81	0.00
Coupon	08/01/2025	3137FBU79	0.00	FHMS K-069 A2 3.187 09/25/2027		4.13%	3,252.14	0.00	3,252.14	0.00
Coupon	08/01/2025	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	08/01/2025	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	08/01/2025	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	08/01/2025	3137F1G44	0.00	FHMS K-065 A2 3.243 04/25/2027		4.08%	2,702.50	0.00	2,702.50	0.00
Coupon	08/01/2025	3137BM7C4	0.00	FHMS K-051 A2 3.308 09/25/2025		3.30%	1,870.09	0.00	1,870.09	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	08/07/2025	63743HFW7	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		4.40%	35,625.00	0.00	35,625.00	0.00
Coupon	08/10/2025	69371RS56	0.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		4.99%	36,612.50	0.00	36,612.50	0.00
Coupon	08/12/2025	14913R2Z9	0.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025		3.69%	25,093.75	0.00	25,093.75	0.00
Coupon	08/14/2025	3133EPSW6	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		4.58%	54,112.50	0.00	54,112.50	0.00
Coupon	08/14/2025	532457CP1	0.00	ELI LILLY AND CO 4.15 08/14/2027		4.10%	25,937.50	0.00	25,937.50	0.00
Coupon	08/15/2025	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	08/15/2025	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	08/15/2025	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	08/15/2025	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	08/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.96%	1,384.67	0.00	1,384.67	0.00
Coupon	08/15/2025	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	08/15/2025	44935XAD7	0.00	HART 2025-B A3 4.36 12/17/2029		4.36%	2,125.50	0.00	2,125.50	0.00
Coupon	08/15/2025	9128284V9	0.00	UNITED STATES TREASURY 2.875 08/15/2028		4.34%	35,937.50	0.00	35,937.50	0.00
Coupon	08/15/2025	92970QAJ4	0.00	WFCIT 2025-1 A 4.34 05/15/2030		4.33%	4,376.17	0.00	4,376.17	0.00
Coupon	08/15/2025	02582JKP4	0.00	AMXCA 2025-2 A 4.28 04/15/2030		4.28%	4,476.17	0.00	4,476.17	0.00

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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	08/15/2025	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	08/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	2,361.75	0.00	2,361.75	0.00
Coupon	08/15/2025	26442UAA2	0.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025		3.57%	16,250.00	0.00	16,250.00	0.00
Coupon	08/15/2025	9128283W8	0.00	UNITED STATES TREASURY 2.75 02/15/2028		3.51%	37,812.50	0.00	37,812.50	0.00
Coupon	08/15/2025	47787JAC2	0.00	JDOT 2022 A3 2.32 09/15/2026		2.33%	62.85	0.00	62.85	0.00
Coupon	08/16/2025	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	08/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	215.70	0.00	215.70	0.00
Coupon	08/18/2025	06428CAA2	0.00	BANK OF AMERICA NA 5.526 08/18/2026		5.57%	27,630.00	0.00	27,630.00	0.00
Coupon	08/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	166.00	0.00	166.00	0.00
Coupon	08/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	559.86	0.00	559.86	0.00
Coupon	08/20/2025	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	08/20/2025	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	08/20/2025	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	08/22/2025	023135BC9	0.00	AMAZON.COM INC 3.15 08/22/2027		4.55%	15,750.00	0.00	15,750.00	0.00
Coupon	08/23/2025	037833BY5	0.00	APPLE INC 3.25 02/23/2026		4.72%	16,250.00	0.00	16,250.00	0.00
Coupon	08/25/2025	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	08/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	2,590.00	0.00	2,590.00	0.00

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
Coupon	08/25/2025	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	50.83	0.00	50.83	0.00
Coupon	08/26/2025	17275RBQ4	0.00	CISCO SYSTEMS INC 4.8 02/26/2027		4.78%	36,000.00	0.00	36,000.00	0.00
Coupon	08/31/2025	91282CKD2	0.00	UNITED STATES TREASURY 4.25 02/28/2029		4.31%	47,812.50	0.00	47,812.50	0.00
Coupon	08/31/2025	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		4.26%	42,968.75	0.00	42,968.75	0.00
Coupon	08/31/2025	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		3.65%	39,062.50	0.00	39,062.50	0.00
Total Coupon			0.00				592,960.88	0.00	592,960.88	0.00
Custody Fee	08/26/2025	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	08/31/2025	31846V567	0.00	FIRST AMER:GVT OBLG Z		4.17%	6,086.43	0.00	6,086.43	0.00
Total Dividend			0.00				6,086.43	0.00	6,086.43	0.00
Principal Paydown	08/01/2025	3137BTUM1	1,781.56	FHMS K-061 A2 3.347 11/25/2026		4.23%	1,781.56	--	1,781.56	63.96
Principal Paydown	08/01/2025	3137FBU79	2,053.43	FHMS K-069 A2 3.187 09/25/2027		4.13%	2,053.43	--	2,053.43	80.94
Principal Paydown	08/01/2025	3137BM7C4	339,064.12	FHMS K-051 A2 3.308 09/25/2025		3.30%	339,064.12	--	339,064.12	715.22
Principal Paydown	08/15/2025	47787JAC2	12,138.64	JDOT 2022 A3 2.32 09/15/2026		2.33%	12,138.64	--	12,138.64	2.68
Principal Paydown	08/16/2025	36265WAD5	14,892.12	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	14,892.12	--	14,892.12	0.10
Principal Paydown	08/18/2025	43815PAC3	16,803.66	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	16,803.66	--	16,803.66	1.00
Principal Paydown	08/20/2025	379929AD4	35,450.90	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	35,450.90	--	35,450.90	4.25
Principal Paydown	08/20/2025	36269FAD8	41,650.84	GMALT 2024-1 A3 5.09 03/22/2027		5.09%	41,650.84	--	41,650.84	5.21
Principal Paydown	08/25/2025	05611UAD5	60,280.50	BMWLT 2024-1 A3 4.98 03/25/2027		5.19%	60,280.50	--	60,280.50	320.24

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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	08/25/2025	05602RAD3	11,485.03	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	11,485.03	--	11,485.03	0.59
Total Principal Paydown			535,600.80				535,600.80	--	535,600.80	1,194.19
TOTAL OTHER TRANSACTIONS			534,600.80				1,133,648.11	0.00	1,133,648.11	1,194.19

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V567	FIRST AMER:GVT OBLG Z	1,647,609.46	252,456.45 3,343,564.26 (1,948,411.25) 1,647,609.46	0.00 5,846.33 0.00 5,846.33	0.00 0.00 0.00 5,846.33	5,846.33
CCYUSD	Receivable	135,930.18	5,846.33 0.00 0.00 135,930.18	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents			1,783,539.64	5,846.33	5,846.33	5,846.33
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	8,188.89 0.00 10,980.56 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	5,858.33 0.00 8,170.83 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	13,912.50 15,750.00 787.50 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	3,258.33 0.00 4,887.50 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	14,263.89 16,250.00 722.22 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 7,517.38	19,001.43 0.00 (11,484.44) 7,516.99	10.17 50.83 4.02 44.69	0.00 0.00 0.00 44.69	44.69
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	06/20/2024 06/21/2024 939,719.50	994,687.50 0.00 (59,960.26) 934,727.24	830.00 4,150.00 779.97 4,099.97	0.00 0.00 0.00 4,099.97	4,099.97
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	834.00 0.00 7,089.00 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	25,020.50 27,630.00 1,995.50 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	479.17 0.00 3,354.17 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 0.00	1,373,336.25 0.00 (1,373,336.25) 0.00	23,560.24 25,093.75 0.00 1,533.51	0.00 0.00 0.00 1,533.51	1,533.51

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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	31,000.00 36,000.00 1,000.00 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	2,875.00 0.00 6,625.00 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	2,170.00 0.00 4,882.50 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 0.00	990,710.00 0.00 (990,710.00) 0.00	14,986.11 16,250.00 0.00 1,263.89	0.00 0.00 0.00 1,263.89	1,263.89
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	1,688.89 0.00 4,855.56 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	52,875.00 0.00 64,125.00 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	6,066.67 0.00 9,566.67 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	11,555.56 0.00 18,222.22 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	12,930.56 0.00 20,847.22 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	80,937.50 0.00 98,281.25 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	16,637.15 0.00 23,381.94 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	3,666.67 0.00 10,541.67 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	22,166.67 0.00 28,104.17 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	15,625.00 0.00 19,375.00 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	50,204.38 54,112.50 5,110.63 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	1,443.75 0.00 6,256.25 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	32,250.00 0.00 39,750.00 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	277.78 0.00 8,611.11 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	10,951.39 0.00 14,909.72 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	8,875.00 0.00 12,625.00 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 339,324.19	676,957.33 0.00 (338,348.90) 338,608.42	1,870.09 1,870.09 935.40 935.40	0.00 0.00 0.00 935.40	935.40
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 862,923.88	833,663.87 0.00 (1,717.60) 831,946.26	2,411.81 2,411.81 2,406.84 2,406.84	0.00 0.00 0.00 2,406.84	2,406.84
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 1,222,473.43	1,176,263.28 0.00 (1,972.49) 1,174,290.79	3,252.14 3,252.14 3,246.69 3,246.69	0.00 0.00 0.00 3,246.69	3,246.69
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	13,933.33 0.00 19,433.33 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
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 56,217.47	71,109.10 0.00 (14,892.02) 56,217.09	107.85 215.70 85.26 193.11	0.00 0.00 0.00 193.11	193.11

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36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	02/08/2024 02/15/2024 413,349.17	454,943.13 0.00 (41,645.63) 413,297.50	707.65 1,929.96 642.87 1,865.18	0.00 0.00 0.00 1,865.18	1,865.18
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 89,425.22	124,861.15 0.00 (35,446.65) 89,414.50	205.28 559.86 147.01 501.58	0.00 0.00 0.00 501.58	501.58
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	15,111.11 0.00 18,444.44 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	3,607.50 0.00 6,613.75 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 36,600.14	53,400.62 0.00 (16,802.66) 36,597.96	71.93 166.00 49.30 143.37	0.00 0.00 0.00 143.37	143.37
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	1,133.60 2,125.50 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	923.61 0.00 2,381.94 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33

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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	11,426.30 0.00 15,459.11 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 20,371.67	32,503.12 0.00 (12,135.96) 20,367.16	33.52 62.85 21.01 50.33	0.00 0.00 0.00 50.33	50.33
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	11,848.81 0.00 18,555.69 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	24,064.24 25,937.50 2,449.65 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	20,539.22 0.00 25,508.39 4,969.17	0.00 0.00 0.00 4,969.17	4,969.17
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	10,406.25 0.00 13,218.75 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

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
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	6,150.00 0.00 10,650.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
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	34,437.50 35,625.00 4,750.00 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
64952WCX9	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	08/26/2025 08/27/2025 1,000,000.00	0.00 976,720.00 0.00 976,720.00	0.00 (3,916.67) 4,250.00 333.33	0.00 0.00 0.00 333.33	333.33
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	13,000.00 0.00 16,250.00 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	9,000.00 0.00 12,333.33 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
66815L2X6	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	08/25/2025 08/26/2025 1,000,000.00	0.00 1,002,660.00 0.00 1,002,660.00	0.00 (114.58) 687.50 572.92	0.00 0.00 0.00 572.92	572.92
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	34,781.88 36,612.50 4,271.46 6,102.08	0.00 0.00 0.00 6,102.08	6,102.08

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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	5,880.94 0.00 8,059.06 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	997,190.00 0.00 0.00 997,190.00	911.11 0.00 4,327.78 3,416.67	0.00 0.00 0.00 3,416.67	3,416.67
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	6,937.50 0.00 9,250.00 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	983,400.00 0.00 0.00 983,400.00	15,208.33 0.00 18,250.00 3,041.67	0.00 0.00 0.00 3,041.67	3,041.67
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	2,023.13 0.00 7,080.94 5,057.81	0.00 0.00 0.00 5,057.81	5,057.81
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	22,320.10 0.00 27,354.71 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	3,512.63 0.00 5,578.88 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	16,556.94 0.00 20,348.61 3,791.67	0.00 0.00 0.00 3,791.67	3,791.67
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	13,280.79 0.00 18,523.21 5,242.42	0.00 0.00 0.00 5,242.42	5,242.42

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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	6,676.63 0.00 9,330.16 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	34,887.78 37,812.50 3,493.55 6,418.27	0.00 0.00 0.00 6,418.27	6,418.27
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	33,157.80 35,937.50 3,320.31 6,100.01	0.00 0.00 0.00 6,100.01	6,100.01
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	3,259,882.81 0.00 0.00 3,259,882.81	32,766.39 0.00 41,024.59 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	18,953.80 0.00 25,271.74 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	13,247.28 0.00 18,512.23 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	5,706.52 0.00 11,234.71 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	18,903.69 0.00 23,668.03 4,764.34	0.00 0.00 0.00 4,764.34	4,764.34
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	11,922.55 0.00 16,661.01 4,738.45	0.00 0.00 0.00 4,738.45	4,738.45

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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	12,717.39 0.00 17,771.74 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	2,663.04 0.00 5,242.87 2,579.82	0.00 0.00 0.00 2,579.82	2,579.82
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	21,004.10 0.00 26,297.81 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	3,673.91 0.00 7,233.02 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	149.46 0.00 4,782.61 4,633.15	0.00 0.00 0.00 4,633.15	4,633.15
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	32,693.61 0.00 215.81 (32,477.80)	0.00 0.00 0.00 (32,477.80)	(32,477.80)
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	35,962.98 0.00 237.40 (35,725.58)	0.00 0.00 0.00 (35,725.58)	(35,725.58)
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	22,180.33 0.00 27,770.49 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	17,184.78 0.00 22,913.04 5,728.26	0.00 0.00 0.00 5,728.26	5,728.26

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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	19,692.62 0.00 29,538.93 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	2,995,312.50 0.00 0.00 2,995,312.50	10,108.70 0.00 19,901.49 9,792.80	0.00 0.00 0.00 9,792.80	9,792.80
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	142.66 0.00 4,565.22 4,422.55	0.00 0.00 0.00 4,422.55	4,422.55
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	22,131.15 0.00 28,483.61 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	40,016.98 0.00 264.16 (39,752.83)	0.00 0.00 0.00 (39,752.83)	(39,752.83)
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	217.39 0.00 6,956.52 6,739.13	0.00 0.00 0.00 6,739.13	6,739.13
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	10,857.64 0.00 13,930.56 3,072.92	0.00 0.00 0.00 3,072.92	3,072.92
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	03/25/2025 03/31/2025 1,050,000.00	1,049,954.85 0.00 0.00 1,049,954.85	1,446.96 3,946.25 1,446.96 3,946.25	0.00 0.00 0.00 3,946.25	3,946.25
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	06/03/2025 06/10/2025 1,210,000.00	1,209,979.91 0.00 0.00 1,209,979.91	2,333.96 4,376.17 2,333.96 4,376.17	0.00 0.00 0.00 4,376.17	4,376.17

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			151,193,238.95	1,269,685.61	0.00	
			1,979,380.00	459,085.88	0.00	
			(2,898,452.86)	1,168,174.53	0.00	
Total Fixed Income		153,024,922.05	150,274,166.10	357,574.80	357,574.80	357,574.80
			151,451,541.73	1,269,685.61	0.00	
			5,322,944.26	464,932.21	0.00	
			(4,846,864.11)	1,168,174.53	0.00	
TOTAL PORTFOLIO		154,808,461.69	152,057,705.74	363,421.13	363,421.13	363,421.13

CASH FLOW REPORT



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Dividend	31846V567	0.00		6,086.43		6,086.43
09/02/2025	Coupon	74456QBX3	0.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		18,250.00	18,250.00
09/02/2025	Coupon	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
09/02/2025	Coupon	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
09/02/2025	Coupon	91282CKD2	0.00	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	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	5,569.26		5,569.26
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	20,371.67	JDOT 2022 A3 2.32 09/15/2026		36.96	36.96
09/15/2025	Principal Paydown	47787JAC2	20,371.67	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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		192.80	192.80
09/16/2025	Principal Paydown	36265WAD5	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027	14,096.67		14,096.67
09/18/2025	Coupon	43815PAC3	36,600.14	HAROT 2022-2 A3 3.73 07/20/2026		126.04	126.04
09/18/2025	Principal Paydown	43815PAC3	36,600.14	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

CASH FLOW REPORT



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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	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		1,753.29	1,753.29
09/22/2025	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	40,335.17		40,335.17
09/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
09/22/2025	Coupon	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026		400.92	400.92
09/22/2025	Principal Paydown	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026	34,849.44		34,849.44
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	7,517.38	BMWOT 2022-A A3 3.21 08/25/2026		22.22	22.22
09/25/2025	Effective Maturity	05602RAD3	7,517.38	BMWOT 2022-A A3 3.21 08/25/2026	8,306.95		8,306.95
09/25/2025	Coupon	05611UAD5	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		3,878.60	3,878.60
09/25/2025	Principal Paydown	05611UAD5	939,719.50	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	339,324.19	FHMS K-051 A2 3.308 09/25/2025		1,210.50	1,210.50
09/25/2025	Final Maturity	3137BM7C4	339,324.19	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,406.84	2,406.84
09/25/2025	Principal Paydown	3137BTUM1	862,923.88	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		2,463.89	2,463.89
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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,246.69	3,246.69
09/25/2025	Principal Paydown	3137FBU79	1,222,473.43	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					4,912,672.36	729,765.58	5,642,437.94
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		5,402.90	5,402.90
10/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	71,750.78		71,750.78
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	20,371.67	JDOT 2022 A3 2.32 09/15/2026		15.72	15.72
10/15/2025	Effective Maturity	47787JAC2	20,371.67	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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		150.04	150.04
10/16/2025	Principal Paydown	36265WAD5	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027	13,203.10		13,203.10
10/20/2025	Coupon	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		1,582.20	1,582.20
10/20/2025	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	53,710.51		53,710.51
10/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
10/20/2025	Coupon	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026		244.68	244.68
10/20/2025	Principal Paydown	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026	32,632.94		32,632.94
10/20/2025	Coupon	43815PAC3	36,600.14	HAROT 2022-2 A3 3.73 07/20/2026		80.84	80.84
10/20/2025	Principal Paydown	43815PAC3	36,600.14	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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		3,526.10	3,526.10
10/27/2025	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,401.86	2,401.86
10/27/2025	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,241.22	3,241.22
10/27/2025	Principal Paydown	3137FBU79	1,222,473.43	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	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
10/31/2025	Final Maturity	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00		2,500,000.00
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					2,783,128.90	296,092.79	3,079,221.70
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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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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		109.99	109.99
11/17/2025	Principal Paydown	36265WAD5	56,217.47	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		5,091.39	5,091.39
11/17/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	69,939.19		69,939.19
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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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	36,600.14	HAROT 2022-2 A3 3.73 07/20/2026		37.29	37.29
11/18/2025	Effective Maturity	43815PAC3	36,600.14	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	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		1,354.38	1,354.38
11/20/2025	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	50,015.00		50,015.00
11/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
11/20/2025	Coupon	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026		98.38	98.38
11/20/2025	Effective Maturity	379929AD4	89,425.22	GMALT 2023-3 A3 5.38 11/20/2026	21,942.85		21,942.85
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		3,170.88	3,170.88
11/25/2025	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,396.57	2,396.57
11/25/2025	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,235.38	3,235.38
11/25/2025	Principal Paydown	3137FBU79	1,222,473.43	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					2,759,335.91	453,433.44	3,212,769.35
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		4,787.73	4,787.73
12/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	66,350.30		66,350.30
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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		72.13	72.13
12/16/2025	Principal Paydown	36265WAD5	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027	11,867.00		11,867.00
12/22/2025	Coupon	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		1,142.23	1,142.23
12/22/2025	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	45,091.47		45,091.47
12/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		2,801.16	2,801.16
12/25/2025	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,391.56	2,391.56
12/25/2025	Principal Paydown	3137BTUM1	862,923.88	FHMS K-061 A2 3.347 11/25/2026	1,905.77		1,905.77

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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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,229.87	3,229.87
12/25/2025	Principal Paydown	3137FBU79	1,222,473.43	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					3,128,760.76	496,230.04	3,624,990.80
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
01/12/2026	Coupon	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028		15,000.00	15,000.00
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		4,499.66	4,499.66

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	65,046.02		65,046.02
01/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
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	25,307.14		25,307.14
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	20,774.00		20,774.00
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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		36.14	36.14
01/16/2026	Principal Paydown	36265WAD5	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027	11,640.84		11,640.84
01/20/2026	Coupon	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		950.97	950.97
01/20/2026	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	45,956.14		45,956.14
01/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		2,484.37	2,484.37
01/26/2026	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,386.24	2,386.24
01/26/2026	Principal Paydown	3137BTUM1	862,923.88	FHMS K-061 A2 3.347 11/25/2026	1,808.82		1,808.82

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,223.99	3,223.99
01/26/2026	Principal Paydown	3137FBU79	1,222,473.43	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					1,749,832.42	399,956.87	2,149,789.30
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	56,217.47	GMCAR 2022-3 A3 3.64 04/16/2027		0.83	0.83
02/16/2026	Effective Maturity	36265WAD5	56,217.47	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		4,217.25	4,217.25
02/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,095.24		64,095.24
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		1,280.06	1,280.06
02/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	20,286.72		20,286.72
02/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08

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02/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,847.90	1,847.90
02/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	43,917.68		43,917.68
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	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		756.04	756.04
02/20/2026	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	48,523.86		48,523.86
02/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		1,905.27	1,905.27
02/25/2026	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,381.20	2,381.20
02/25/2026	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,218.45	3,218.45
02/25/2026	Principal Paydown	3137FBU79	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027	2,093.15		2,093.15

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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
02/25/2026	Coupon	66815L2X6	1,000,000.00	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028		20,625.00	20,625.00
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					1,348,060.64	528,188.37	1,876,249.01
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		3,938.97	3,938.97
03/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	62,137.17		62,137.17
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		1,196.21	1,196.21
03/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	14,161.97		14,161.97
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		1,693.09	1,693.09
03/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	45,682.84		45,682.84

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
03/20/2026	Coupon	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		550.22	550.22
03/20/2026	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	52,045.14		52,045.14
03/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		1,446.54	1,446.54
03/25/2026	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,376.14	2,376.14
03/25/2026	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,212.89	3,212.89
03/25/2026	Principal Paydown	3137FBU79	1,222,473.43	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

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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
March 2026 Total					2,844,758.15	653,010.05	3,497,768.21
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	3130BOTY5	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		3,669.19	3,669.19
04/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,108.28		64,108.28
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		1,137.68	1,137.68
04/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	17,546.79		17,546.79
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		1,532.05	1,532.05
04/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	52,943.56		52,943.56
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/20/2026	Coupon	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		329.46	329.46
04/20/2026	Principal Paydown	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	56,427.53		56,427.53
04/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
04/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
04/27/2026	Coupon	05611UAD5	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		981.83	981.83
04/27/2026	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,370.21	2,370.21
04/27/2026	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,206.26	3,206.26
04/27/2026	Principal Paydown	3137FBU79	1,222,473.43	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					3,124,391.82	251,219.98	3,375,611.80
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

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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
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		3,390.86	3,390.86
05/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	61,625.95		61,625.95
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		1,065.15	1,065.15
05/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	16,917.98		16,917.98
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		1,345.43	1,345.43
05/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	45,036.16		45,036.16
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	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027		90.11	90.11

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2026	Effective Maturity	36269FAD8	413,349.17	GMALT 2024-1 A3 5.09 03/22/2027	21,244.34		21,244.34
05/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		473.35	473.35
05/25/2026	Principal Paydown	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,365.11	2,365.11
05/25/2026	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,200.66	3,200.66
05/25/2026	Principal Paydown	3137FBU79	1,222,473.43	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					2,306,938.74	417,676.76	2,724,615.51
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		3,123.30	3,123.30

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	60,437.72		60,437.72
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		995.22	995.22
06/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	15,271.36		15,271.36
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		1,186.68	1,186.68
06/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	42,484.75		42,484.75
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		2,690.75	2,690.75
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	939,719.50	BMWLT 2024-1 A3 4.98 03/25/2027		50.27	50.27
06/25/2026	Effective Maturity	05611UAD5	939,719.50	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	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,359.72	2,359.72
06/25/2026	Principal Paydown	3137BTUM1	862,923.88	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	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,194.70	3,194.70
06/25/2026	Principal Paydown	3137FBU79	1,222,473.43	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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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					3,195,684.20	445,336.19	3,641,020.38
JULY 2026							
07/07/2026	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,275.00	16,275.00
07/08/2026	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
07/10/2026	Coupon	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028		15,000.00	15,000.00
07/13/2026	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
07/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
07/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
07/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
07/15/2026	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
07/15/2026	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
07/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		2,860.90	2,860.90
07/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	59,127.35		59,127.35
07/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
07/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
07/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		932.10	932.10
07/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	15,626.09		15,626.09
07/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
07/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,036.92	1,036.92
07/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	39,587.84		39,587.84
07/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		887.13	887.13
07/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	29,346.32		29,346.32
07/15/2026	Coupon	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029		20,500.00	20,500.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
07/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
07/20/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		23,025.00	23,025.00
07/20/2026	Effective Maturity	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00		1,000,000.00
07/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
07/20/2026	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
07/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
07/27/2026	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
07/27/2026	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
07/27/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,844.54	1,844.54
07/27/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	29,380.78		29,380.78
07/27/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
07/27/2026	Principal Paydown	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026	972,664.75		972,664.75
07/27/2026	Coupon	3137BTUM1	862,923.88	FHMS K-061 A2 3.347 11/25/2026		2,354.60	2,354.60
07/27/2026	Principal Paydown	3137BTUM1	862,923.88	FHMS K-061 A2 3.347 11/25/2026	1,944.38		1,944.38
07/27/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
07/27/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
07/27/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
07/27/2026	Coupon	3137FBU79	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027		3,189.06	3,189.06
07/27/2026	Principal Paydown	3137FBU79	1,222,473.43	FHMS K-069 A2 3.187 09/25/2027	2,259.63		2,259.63
07/27/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
07/27/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
07/27/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
07/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
07/27/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
07/30/2026	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
07/30/2026	Final Maturity	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00		2,000,000.00
07/31/2026	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
07/31/2026	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
July 2026 Total					4,149,937.14	480,844.21	4,630,781.35
Grand Total			619,236,347.42		32,303,501.06	5,151,754.28	37,455,255.34

IMPORTANT DISCLOSURES



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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

September 19, 2025

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CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

[Tran Type Definitions](#)

Account Number:

August 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,021,589.77
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 08/01/2025 THROUGH 08/31/2025

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	3,403,469.85
Federal Withholding YTD	.00
7-Day Simple Yield	4.22707 %
Federal Withholding	.00

Beginning Balance	119,544,405.52
Shares Purchased	7,455,626.11 +
Shares Redeemed	6,915,769.22 -
Ending Balance	120,084,262.41

Prior Month Dividends Paid to Checking	449,183.91
Dividends Earned in Current Month	422,908.78
Funds Pending Investment	413,208.24

Transaction Detail

Date	Description	Amount
8-01-2025	Beginning Balance	119,544,405.52
8-01-2025	Sweep Funds Return To DDA	184,152.65
8-04-2025	Next Day Sweep Purchase	182,652.59
8-05-2025	Next Day Sweep Purchase	26,459.80
8-06-2025	Sweep Funds Return To DDA	753,282.81
8-07-2025	Sweep Funds Return To DDA	1,635,906.17
8-08-2025	Sweep Funds Return To DDA	36,631.60
8-11-2025	Next Day Sweep Purchase	170,369.13
8-12-2025	Sweep Funds Return To DDA	620,329.93
8-13-2025	Sweep Funds Return To DDA	77,528.35
8-14-2025	Sweep Funds Return To DDA	183,529.62
8-15-2025	Next Day Sweep Purchase	33,509.91
8-18-2025	Next Day Sweep Purchase	354,753.77
8-19-2025	Next Day Sweep Purchase	2,228,107.48
8-20-2025	Sweep Funds Return To DDA	2,139,748.19
8-21-2025	Sweep Funds Return To DDA	594,717.95
8-22-2025	Sweep Funds Return To DDA	131,063.33
8-25-2025	Sweep Funds Return To DDA	412,549.06
8-26-2025	Sweep Funds Return To DDA	146,329.56
8-27-2025	Next Day Sweep Purchase	4,346,089.19
8-28-2025	Next Day Sweep Purchase	730.35
8-29-2025	Next Day Sweep Purchase	112,953.89
8-31-2025	Ending Balance	120,084,262.41

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
08-01	119,360,252.87	4.225 %	.000115761	13,817.26
08-02*	119,360,252.87	4.225 %	.000115761	13,817.26
08-03*	119,360,252.87	4.225 %	.000115761	13,817.26

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
08-04	119,542,905.46	4.213 %	.000115449	13,801.11
08-05	119,569,365.26	4.222 %	.000115693	13,833.34
08-06	118,816,082.45	4.222 %	.000115684	13,745.12
08-07	117,180,176.28	4.226 %	.000115798	13,569.23
08-08	117,143,544.68	4.233 %	.000115994	13,587.95
08-09*	117,143,544.68	4.233 %	.000115994	13,587.95
08-10*	117,143,544.68	4.233 %	.000115994	13,587.95
08-11	117,313,913.81	4.230 %	.000115914	13,598.33
08-12	116,693,583.88	4.236 %	.000116055	13,542.87
08-13	116,616,055.53	4.229 %	.000115890	13,514.63
08-14	116,432,525.91	4.224 %	.000115731	13,474.85
08-15	116,466,035.82	4.234 %	.000116011	13,511.34
08-16*	116,466,035.82	4.234 %	.000116011	13,511.34
08-17*	116,466,035.82	4.234 %	.000116011	13,511.34
08-18	116,820,789.59	4.232 %	.000115952	13,545.60
08-19	119,048,897.07	4.227 %	.000115830	13,789.43
08-20	116,909,148.88	4.221 %	.000115653	13,520.89
08-21	116,314,430.93	4.220 %	.000115637	13,450.25
08-22	116,183,367.60	4.236 %	.000116056	13,483.78
08-23*	115,770,818.54	4.236 %	.000116056	13,435.90
08-24*	115,770,818.54	4.236 %	.000116056	13,435.90
08-25	115,770,818.54	4.235 %	.000116050	13,435.20
08-26	115,624,488.98	4.243 %	.000116265	13,443.08
08-27	119,970,578.17	4.239 %	.000116153	13,934.94
08-28	119,971,308.52	4.228 %	.000115861	13,900.00
08-29	120,084,262.41	4.225 %	.000115765	13,901.55
08-30*	120,084,262.41	4.225 %	.000115765	13,901.55
08-31*	120,084,262.41	4.225 %	.000115765	13,901.55
TOTAL MTD				422,908.75

* 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

10/21/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Gretchen Sedlacek, Assistant Management Analyst

SUBJECT: Library Zip Books Grant Funding

RECOMMENDATION

Authorize the City Manager to accept grant funding from the California State Library for the Zip Books program for Fiscal Year 2025/26 in the amount of \$14,760; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate the grant funds.

PRIOR ACTION/VOTE

On December 7, 2021, the City Council adopted a resolution authorizing an application for and receipt of the California State Library Zip Books program grant and amending the Fiscal Year 2021/22 Operating Budget (Vote: 5-0).

On August 2, 2022, the City Council adopted Resolution 22-4599, authorizing and ratifying the application for California State Library's Zip Books grant (Vote: 5-0).

On May 2, 2023, the City Council authorized the Library's grant application for the California State Library's Zip Books program and authorized the City Manager to amend the Fiscal Year 2023/24 Operating Budget (Vote: 5-0).

On November 19, 2024, the City Council authorized the City Manager to accept grant funding from the California State Library for the Zip Books program and to amend the Fiscal Year 2024/25 Operating Budget (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The Murrieta Public Library was recently notified by the California State Library that its application for the Zip Books program was awarded a total of \$14,760. The Zip Books program is a statewide project funded by the

California Library Services Act. The program serves as an alternative model for interlibrary loan service that bridges the gap between a library's regular collection development practice and an outreach/home delivery service. This service is especially beneficial to the City of Murrieta's vulnerable, elderly, and underserved population that has difficulties visiting the Library. This is the fourth year that the Murrieta Public Library has received grant funding for this program.

Under the Zip Books program, patrons request books that the Library does not currently own within their collection. The Library then orders the book from Amazon, and the book is shipped directly to the patron's home. When the patron is finished with the book, the book is returned to the Library by the patron and added to the collection. The purpose of the Zip Books program is to provide Library patrons with speedy access to materials they might not otherwise be able to get through the Library, without the long wait times often associated with Interlibrary Loan requests. It also adds a patron-driven collection development approach to a library's usual process, resulting in a collection more closely matching the needs of the local community.

FISCAL IMPACT

Staff recommends amending the FY 2025/26 Operating Budget to establish a revenue budget of \$14,760 in the Library Grant (357) Intergovernmental Revenue State Reimbursement account 3570050-42221 and to establish expenditure appropriations in various expenditure accounts. There is no match or cost share required for participation in the Zip Books Grant program. The City has received an advance payment of \$14,760, which represents 100% of the total grant award.

ATTACHMENTS

1. Award Packet



8/15/2025

Mr. Justin Clifton, City Manager
MURRIETA PUBLIC LIBRARY
1 Town Square
Murrieta, CA, 92562

Subject: Zip Books Project ZIP 25-53

Dear Mr. Justin Clifton:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of \$14,760 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

Requirements Specific to Your Project

The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team

Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Agnes Rita, arita@murrietaca.gov



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

**AWARD AGREEMENT BETWEEN THE STATE LIBRARY and MURRIETA PUBLIC LIBRARY
for the
Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-53**

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and MURRIETA PUBLIC LIBRARY, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$14,760 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee’s application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31, 2025	1 st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2 nd Financial Program Report Due	May 31, 2026
May 01, 2026 – August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon

and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

MURRIETA PUBLIC LIBRARY
Mr. Justin Clifton
1 Town Square
Murrieta, CA ,92562
(951) 461-6078
jclifton@murrietaca.gov

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and the State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or

purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, the Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$14760 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)

- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$ 14760 upon execution of the agreement and submission of claim by the grantee organization.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

- 1. AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
- 2.** I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
- 3.** I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
- 4.** The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
- 5.** The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$ 14760. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
- 6. STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).

- 7. DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)

11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

by law has authority to enter into an agreement, authorizing execution of the agreement.

12. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. DRUG FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: City of Murrieta	Address (official and complete): 1 Town Square Murrieta CA 92562
PROJECT COORDINATOR	
Name: Agnes Rita	
Email: arita@murrietaca.gov	Phone: 9513042489
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Justin Clifton	Title: City Manager
Email: jclifton@MurrietaCA.gov	Phone: 9513042489
Signature: 	Date: 9/2/2025



Authorized Representative Signature

ORGANIZATION	
Name: City of Murrieta	Address (official and complete): 1 Town Square Murrieta CA 92562
AUTHROIZED REPRESENTATIVE	
Signature: 	Date: 9/2/2025
Printed Name of Person Signing: Justin Clifton	Title: City Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: 	Date: 8/28/2025
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources

Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.585 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP 25-53 Date: 9/2/2025
Invoice #: ZIP 25-53-01 PO #: 8179
Payee Name: Murrieta Public Library
(Complete Address: 1 Town Center Murrieta CA 92562)
Amount Claimed: \$14,760 Type of Payment: [] PROGRESS [] FINAL [x] IN FULL [] AUGMENT
Grantee Name: Murrieta Public Library
Project Title: Zip Books Project
For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By [Signature of Justin Clifton]
(Justin Clifton)
(Signature of the Authorized Representative)
Justin Clifton
(Print Name)

City Manager
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By [Signature of Yesenia Udarbe]
(State Library Representative)

Date 9/3/2025

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX

TELEPHONE (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee’s federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity’s federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
 For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Jarrett Ramaiya, Deputy Development Director

SUBJECT: Second Amended Agreement with Architerra, Inc., for On-Call As-Needed Landscape Services

RECOMMENDATION

Approve a Second Amendment to an Agreement with Architerra, Inc., increasing the annual maximum contract amount for on-call landscape services to \$200,000 per fiscal year through June 30, 2027;

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

Authorize the City Manager to execute the Second Amendment.

PRIOR ACTION/VOTE

On June 18, 2024, the City of Murrieta entered into an agreement for on-call, as-needed landscape plan review and inspection services with Architerra, Inc., with a maximum contract amount of \$100,000 per fiscal year covering Fiscal Years 2024/25, 2025/26, and 2026/27 (Agreement) (Vote: 4-0-1).

On March 4, 2025, the City of Murrieta entered into an amended agreement for on-call, as-needed landscape plan review and inspection services with Architerra Inc., with a maximum contract amount of \$150,000 per fiscal year, covering Fiscal Years 2025/26 and 2026/27 (First Amendment) (Vote: 5-0).

CITY COUNCIL GOAL

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

BACKGROUND

The Development Services Department currently has an agreement with Architerra, Inc. to provide on-call, as-needed landscape plan review and inspection services covering three (3) Fiscal Years (FY) (June 18, 2024 - June 30, 2027). Originally set at an annual limit of \$100,000, the First Amendment to the Agreement was necessary to increase the amount of the Agreement by \$50,000, bringing the total to \$150,000 per FY. In FY

2024/25, charges for landscape services were approximately \$163,000. Given the amount of new residential construction occurring within the City and in the zoning applications queue, staff anticipates that the need for on-call landscape services will be higher in the current FY. The proposed amendment increases the maximum amount of the Agreement (as amended) by \$50,000 per FY, resulting in a maximum contract amount of \$200,000 per FY to continue providing on-call, as-needed landscape plan review and inspections for development projects.

FISCAL IMPACT

A sufficient budget of \$150,000 is available in General Ledger Account 1104400-60480 to cover the current annual contract amount. An increase in the annual contract amount by \$50,000 to a total of \$200,000 per year requires an amendment to the FY 2025/26 and 2026/27 as follows:

- Establish a revenue budget of \$50,000 in the Charges for Services - Plan Check account (1104400-43301) and an expenditure budget of \$50,000 in the Contract Services - Other account (1104400-60480).

This adjustment has no budgetary impact on the General Fund, as landscape plan review and inspection services are funded through developer/applicant deposit fees on a pass-through basis.

ATTACHMENTS

1. Second Amendment with Architerra, Inc.

**AMENDMENT TO THE AGREEMENT WITH
THE CITY OF MURRIETA AND CONSULTANT**

Amendment No.: 2

Original Agreement Title (“Agreement”): Agreement with Architerra Inc., for On-Call As-needed Landscape Services

Agreement Effective Date: June 18, 2024

Agreement Termination Date: June 30, 2027

Consultant Name: Architerra, Inc.

Brief Description of Scope of Services (“Services”): On-Call As-Needed Landscape Services

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: 01

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.
2. The following terms of the Agreement are hereby amended to read as follows:

“4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT’S rate and fee schedule in Exhibit “B”. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit “A”. CONSULTANT acknowledges that additional consultant(s) may provide the services called for by the Agreement, that no one consultant is guaranteed any particular amount of work, and that the total compensation for all services

provided by the consultant shall not exceed \$200,000 per fiscal year. The total amount payable by the CITY shall not exceed the amount designated on individual purchase order issued pursuant to this Agreement and the sum not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) over the entire term of the Agreement. Each performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order.”

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Justin Clifton, City Manager

Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

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

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Doug Strosnider, Fire Marshal

PREPARED BY: Elizabeth Ellis, Administrative Assistant

SUBJECT: Community Wildfire Protection Plan Agreement

RECOMMENDATION

Award the Community Wildfire Protection Plan contract to DUDEK, in the amount of \$125,000;

Approve a 20% contingency (up to \$25,000) to address unforeseen conditions or project requirements;

Authorize the Fire Chief to approve change orders not to exceed the contingency; and

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On December 3, 2024, the City Council adopted Resolution No. 24-4798 accepting grant award # 5TR23208 from the California Department of Forestry and Fire Protection in the amount of \$2,653,644 (Vote: 5-0).

STRATEGIC ALIGNMENT

Provide a high level of innovative public safety.

DISCUSSION

The City of Murrieta (City), Murrieta Fire and Rescue (MFR) submitted a grant application for the Fiscal Year (FY) 2024 Cal Fire Wildfire Prevention Grant Program. This grant provides funding for fire prevention projects and activities in and near fire-threatened communities that are on City-owned property. On August 19, 2024, MFR received notification from the granting agency informing the City of Murrieta that it had been awarded a Wildfire Prevention Grant in the amount of \$2,653,344. One of the items the grant is funding is the development of a Community Wildfire Protection Plan (CWPP) for the City .

The City issued a Request for Proposals (RFP) seeking qualified firms to develop a CWPP. Several proposals were received and reviewed by the City's evaluation team through a competitive process that included

interviews, scoring, and evaluation. Based on the results of this process, a consultant, DUDEK, was selected for the contract award in the amount of \$125,000, plus the not to exceed \$25,000 contingency.

FISCAL IMPACT

The City Council previously established a budget appropriation for the FY24 CAL Fire Wildfire Prevention Grant. \$125,000, of this grant has been allocated for the completion of the CWPP.

As a reimbursable grant, the City will incur eligible expenses upfront and request reimbursement from CAL FIRE in accordance with the terms of the grant. This grant does not require any local fund match or cost share.

This agreement includes a 20% contingency, up to \$25,000, to address unforeseen conditions or project adjustments, if any. Funds are available in Account 1513590-60480 Contract Services to cover these costs.

ATTACHMENTS

1. Agreement with DUDEK

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

Project Name/Description (“**Project**”): Preparation of Community Wildfire Protection Plan

Contract Number:

Consultant Name (“**Consultant**”): Dudek

Consultant Business Type: Corporation

Consultant Address: 605 Third Street, Encinitas CA, 92024

Consultant Representative Name and Title (“**Consultant Representative**”): Dana Link-Herrera,
Wildfire Resilience Planner

Consultant Representative Work Phone and Email: (805) 308-8533, dlinkherrera@dudek.com

Termination Date: July 30, 2026

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): **\$150,000**

(Base Contract Amount: \$125,000, 20% Contingency: \$25,000)

City Department Contact (“**Department Contact**”): Doug Strosnider, Fire Marshal

Department Contact Work Phone and Email: (951) 461-6153, dstrosnider@murrietaca.gov

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

RECITALS

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

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

Click or tap here to enter text.

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

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) perform the services under this Agreement in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality at the time of performance (the “**Standard of Care**”).
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work and assumptions, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the Consultant to run its business and perform professional services. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance. The total not-to-exceed amount of this Agreement is \$150,000, which includes a 20% contingency (\$25,000) to cover unforeseen conditions or additional work as approved in writing by the City. The City may authorize the additional work or changes to the scope using the included 20% contingency without requiring a formal contract amendment, provided the total compensation does not exceed the maximum authorized amount.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this

Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

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

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

- 3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.
- 3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

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

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

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

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including

legal costs and reasonable attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

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

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

(d) Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all

Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City. Notwithstanding the foregoing, any reuse of the documents and materials beyond the original purpose for which it was created and any modifications of the documents and materials, by City or a third person or entity authorized by City, shall be at City’s sole risk and without liability or legal exposure to consultant.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City may have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its reasonable discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

Effective Date:

ATTEST:

Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney
Date:

CONSULTANT: Dudek

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

By: Joseph Monaco
Name: Joseph Monaco
Title: President and CEO
Date: September 26, 2025

By: Helder Guimaraes
Name: Helder Guimaraes
Title: CFO
Date: September 26, 2025

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

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

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City if not in accordance with the Standard of Care.

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

Consultant shall ensure all personnel assigned to perform the services are appropriately qualified and have the expertise required to complete the work in a competent and timely manner.

Work Plan

EXHIBIT A

Understanding

Dudek understands that the City of Murrieta (City) is initiating a project to develop a CWPP alongside efforts to conduct hazardous fuels reduction treatments for City-owned properties. The City's goal is to enhance public safety through proactive wildfire risk reduction. As such, the CWPP will be tailored to the City's unique needs and serve as a long-term foundation for implementing wildfire risk mitigation strategies. The City has been threatened by numerous wildfires, including the 2017 Liberty Fire, the 2019 Tenaja Fire, and recently the 2025 Baxter Fire. These fires have threatened residential neighborhoods, prompted evacuations and evacuation warnings, and emphasized the need for the City to take proactive steps towards community protection. In addition to residential areas, there are numerous other assets at risk in the City, including schools, parks, a community center, an equestrian center, and numerous water storage facilities and powerlines. Development of the CWPP will also seek input from neighboring stakeholders to strengthen the plan's effectiveness and alignment with the neighboring Temecula CWPP and the existing CWPP for the Southwest Riverside County Fire Safe Council. The goal of this project will be to prepare a functional and usable CWPP that continues to further the City's efforts toward wildfire resilience.



Through our experience developing CWPPs, we understand the importance of community engagement and local considerations to the success of the plan. We are committed to developing CWPPs that are tailored to the plan area, address the plan area's unique wildfire risks, address the needs and priorities of the communities therein, and consider all stakeholders, regulations, and existing and planned wildfire risk mitigation efforts in the plan area. The project will need to take into consideration City planning efforts, community interests, environmental guidelines, and projects planned by partner or neighboring agencies. Coordination with neighboring cities, landowners, or land management agencies and adjacent jurisdictions and affiliated organizations will help garner support for fire risk reduction projects as well as boost the efficacy of these projects.

The CWPP will identify the City's wildfire environment, community resources at risk from wildfire, and existing challenges faced by the City related to wildfire and will include an action plan that outlines wildfire risk reduction strategies for the community. Such strategies must consider the plan area as well as the larger surrounding region. Proposed wildfire mitigation strategies will be in balance with sustainable ecological management and fiscal resources and will include strategies such as (but not limited to) hazardous fuels reduction, community outreach and education, structural retrofits, defensible space creation and enforcement, fire preparedness, and evacuation planning.

We have reviewed the project's Request for Proposals to develop our proposed approach, which is consistent with our approach on other successful CWPPs we have completed. We can also work with the City to modify this

approach to meet City goals and objectives, as necessary, at the start of the project as well as throughout the CWPP development process. A schedule corresponding to each task described below is included in Figure X.

Approach and Methodology

Task 1: Collaboration and Stakeholder Engagement

Task 1.1: Kickoff Meeting

We will start the project by scheduling and hosting a kickoff meeting (proposed to be held virtually via Zoom) to coincide with our initial data gathering and review effort. The kickoff meeting will enable the City and the Dudek team to establish lines of communication, discuss milestones/critical paths, and begin the CWPP process. The kickoff meeting will also provide a forum to discuss the schedule for field assessments and outreach meetings. In our experience, gaining input from stakeholders in the early stages of the CWPP process is critical to develop a document that will be approved and implemented. We anticipate that, at a minimum, the City's project manager will be in attendance at the kickoff meeting. It may also make sense to include other stakeholders, including, but not limited to, the City manager, the City planning manager, and a representative from the Murrieta Fire Department (if the City's project manager is not part of the Fire Department).

Task 1.2: Conduct Community Outreach

Long-term community involvement and education is an important component of any successful CWPP. We recognize that each community is unique and requires a tailor-made community engagement plan to meet community member needs. The Dudek team will first consult with City staff to identify stakeholders, key residents, and/or organizations to accomplish goals and priorities for fostering the participation of diverse stakeholders and public education avenues. The following community outreach activities are based on the core values and public participation goals of the International Association for Public Participation and aim to ensure that those affected by the CWPP and wildfire management have a voice in the process:

- **Inform:** To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, and/or solutions
- **Consult:** To obtain public feedback on analysis, alternatives, and/or decisions
- **Involve:** To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered
- **Collaborate:** To partner with the public in each aspect of the decision, including the development of alternatives and the identification of the preferred solution
- **Empower:** To place final decision making in the hands of the public

Task 1.2.1: Development Team Establishment and Coordination Meetings

We will work with the City's project manager to identify and formalize a CWPP Development Team. We understand that some potential members may have already been identified, and we will work with the City to finalize this team. Members of this team are anticipated to include representatives from land management agencies, Murrieta Fire Department, neighborhood associations, community groups, and community members, amongst others. The Development Team will be engaged throughout each stage of the project.

We anticipate holding monthly meetings with the Development Team to provide updates on project progress, each estimated at 1 hour in duration. We will schedule and organize the meetings and propose to host them via Zoom

to facilitate attendance by as many team members as possible. The Development Team meetings will be used to gain valuable insight into community priorities and concerns, strategize additional community outreach and engagement efforts with the team, and solicit feedback from the team on our analysis approach, recommendations, and drafted sections of the CWPP.

We also anticipate one focused agency meeting to be held with members of land management and regulatory agencies that may have input on CWPP recommendations. We also anticipate hosting this meeting via Zoom and estimate that it will be 2 hours in length. We will work with the City to determine the appropriate timing for this meeting.

Should the City desire modifications to the quantity or timing of the Development Team and/or agency meetings previously discussed, we can modify our approach and cost.

Task 1.2.2: Community Workshops

We will work with the City’s project manager to conduct one in-person community workshop and two virtual workshops. We will facilitate these community workshops to better understand the community’s perspectives and priorities related to reducing wildfire risk. We anticipate that the City will be able to assist with scheduling and reserving appropriate meeting space for the in-person workshop. This scope of work does not include costs for meeting space reservations.

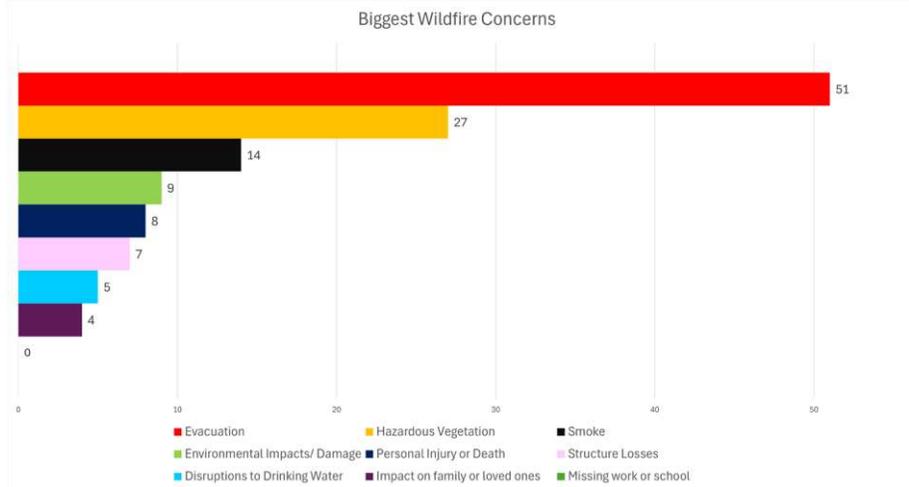


Community workshop attendees (community and agency representatives) participating in engagement activities facilitated by Dudek

We anticipate that the first two community

workshops (one in-person and one virtual) would occur after the first draft of the CWPP is complete and preliminary data analysis can be shared. Providing one in-person and one virtual meeting would allow for a wider variety of participants. These workshops would consist of an engaging agenda of activities, including a brief presentation and introduction to the project, followed by group activities and discussions facilitated by Dudek. The group activities would be used to gain public feedback on the community’s top priorities and concerns related to wildfire and identify strategies for achieving community-scale wildfire resilience. We anticipate that a third community workshop will be held after the public draft CWPP has been prepared so the public draft CWPP can be presented and discussed. We anticipate this third meeting would be held virtually via Zoom. This meeting will focus on soliciting public comment and feedback on the public draft CWPP. We will work with the City to identify optimal timing of the community workshops, or if additional community workshops would be beneficial to the project.

We will collect and analyze input received during the community workshops. This information will be used to inform the CWPP Action Plan, to ensure the community is in support of CWPP recommendations. Community input will be compiled into an appendix, with key results showcased in the CWPP StoryMap.



Sample analysis of community input

Additionally, Dudek will work with the City to determine the need for live interpretation and translation services. Costs for these services are not included in this scope of

work and will be provided if this service is determined to be necessary. We have identified a subcontractor, Excel Interpreting and Translating, should these services be needed. We have worked with Excel on several projects.

Task 1.2.3: Project StoryMap Webpage

We will work with the City to develop a project webpage, to be hosted on the Esri ArcGIS StoryMaps platform. The CWPP StoryMap will function as a community outreach platform for disseminating project information to the public, including meeting schedules, CWPP drafts, maps, and other public information related to the CWPP project. Additional details regarding the project webpage and StoryMap are discussed in Task 4.

Task 1.2.4: Supporting Materials

The Dudek marketing and graphics team will prepare outreach materials that will communicate the purpose, goals, and objectives of the CWPP and promote the engagement opportunities through infographics. We will begin by preparing a project style guide based on the City’s style guide requirements (if any). The style guide will create consistent branding in all CWPP materials and communications and is to be followed for all outreach materials and the StoryMap. With input from key community members and the City, we will identify strategic media outlets for these outreach materials, such as social media, radio, local

Sample bilingual outreach materials created by the Dudek graphics team

television, newspapers, and other venues, to engage the public in the CWPP process.

Deliverables

- Kick off meeting agenda, notes, and facilitation
- Development Team meeting agendas, notes, and facilitation
- Preparation of materials (agenda, presentation slides, activity posters/maps, handouts, etc.) for community workshops and facilitation of community workshops
- Analysis of community feedback
- Project StoryMap website
- Outreach and educational materials

Assumptions

- All relevant GIS files and other existing materials for review (e.g., vegetation, roads, assets, infrastructure locations, plans, policies, etc.) will be provided by the City or will otherwise be publicly available.
- The City project manager will assist with identifying and obtaining contact information for Development Team members.
- The City project manager and/or City staff will assist with disseminating information to the public.
- The City project manager and/or City staff will assist with reserving meeting space for community workshops.

Task 2: Risk and Hazard Assessment

Task 2.1: Review Existing Information

We will compile and review existing local policy, planning, and management documents, including any existing or proposed vegetation management or wildfire risk reduction projects, for the City and other applicable jurisdictions. We will also review existing information related to transportation and mobility during evacuations, including the roadway network and transportation goals and policies identified in City planning documents.

This task will also include collecting, processing, and managing all relevant datasets. Review of these materials and data will be critical to understanding the existing fire environment, regulatory framework, and collaborative opportunities, which will inform our analysis, recommendations, and action plan for the CWPP. The CWPP would aim to build upon and complement existing planning efforts where possible. Data review will also include identification of data gaps, which will be discussed with the City. We expect to review and/or process the following background information:

- Existing CWPP for the plan area and surrounding areas
- Relevant wildfire and ignition history datasets
- Local plans, policies, and regulations (e.g., City Climate Action Plan, Emergency Operations Plan, General Plan, City Code of Ordinances, Local Hazard Mitigation Plan)
- Local fire planning documents (e.g., the City's Vegetation Management and Mitigation Plan (including associated modeling and mapping data) and the CWPPs developed for neighboring Temecula and the Southwest Riverside County Fire Safe Council)
- City digital map databases
- Roadway network data

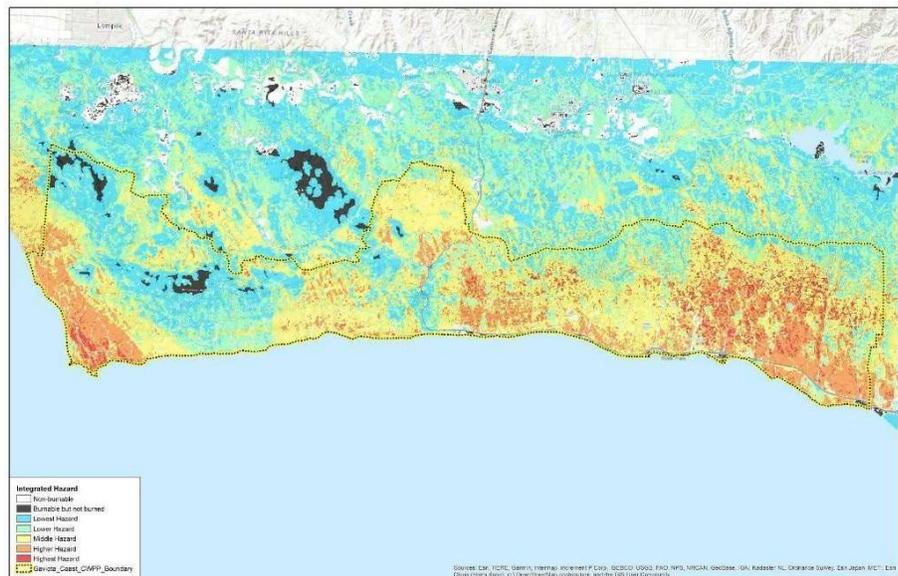
- Available fire hazard mapping data and other pertinent GIS files (e.g., vegetation/land cover, terrain, roads, assets, parcels)
- Fuel treatment datasets
- Local weather data
- Current literature regarding fuel reduction treatments and community protection
- Any additional relevant documents identified by the City during the kickoff meeting

Task 2.2: Field Assessment

Our initial effort in conducting a wildfire risk assessment will involve field surveys to better understand the fire environment present in the plan area. The field assessment will include an evaluation of terrain, vegetation/fuel types, treatment areas, road/access conditions, landscape characteristics, structure conditions, and other environmental variables that may increase wildfire risk or prohibit fuels treatment activities. For this initial field assessment, we anticipate that the City project manager and representatives from Murrieta Fire Department would be in attendance. The presence of City and local fire experts during this assessment will result in greater efficiency as well as important information exchange. The field visits would be general and would focus on identifying and visiting areas of concern. These assessments would also focus on field verification of base datasets to be used for hazard and risk modeling. Field evaluations are intended to be general, without detailed property and site mapping.

Task 2.3: Hazard Modeling

We propose utilizing the fire hazard modeling tools embedded in the GIS-based IFTDSS application to model wildfire hazard for the plan area. IFTDSS utilizes two embedded models, FlamMap and Minimum Travel Time (MTT). IFTDSS models fire behavior in a spatial GIS environment to determine wildfire hazard. The IFTDSS modeling approach incorporates LANDFIRE vegetation/fuel and terrain data, as well as user-input wind and weather data. For hazard modeling purposes, we propose to model Integrated Hazard (a combination of modeled wildfire intensity and burn probability) within IFTDSS’s Landscape Burn Probability tool. We



Sample Integrated Hazard modeling results using the IFTDSS modeling approach. This map depicts high fire hazard areas (red being highest hazard).

will also model flame length, rate of spread, and fire line intensity in IFTDSS under the Landscape Fire Behavior tool. Where feasible, we will utilize and incorporate modeling and mapping data generated during development of the City’s Vegetation Management and Mitigation Plan.

To evaluate wildfire ember generation, we propose to use FlamMap software to model fire behavior, specifically spotting potential. FlamMap operates in a GIS/spatial environment, which allows for exporting data layers to

evaluate along with other hazard modeling results. The spotting potential analysis in FlamMap models ember generation from torching trees and calculates spotting distance. This output data will be used to generate spotting potential GIS data layers for further analysis and mapmaking.

For IFTDSS and FlamMap modeling, we also anticipate using historical weather data from the Weather Information Management System and/or Remote Automated Weather Stations to determine appropriate weather inputs (e.g., fuel moisture, wind speeds) for the modeling runs. We anticipate using 97th percentile weather outputs (associated with a Santa Ana wind event) from the FireFamily Plus software package in fire behavior modeling efforts. Weather inputs will consider localized wind and weather patterns (e.g., Lake Elsinore effect).

We anticipate the following wildfire hazard model outputs would be generated:

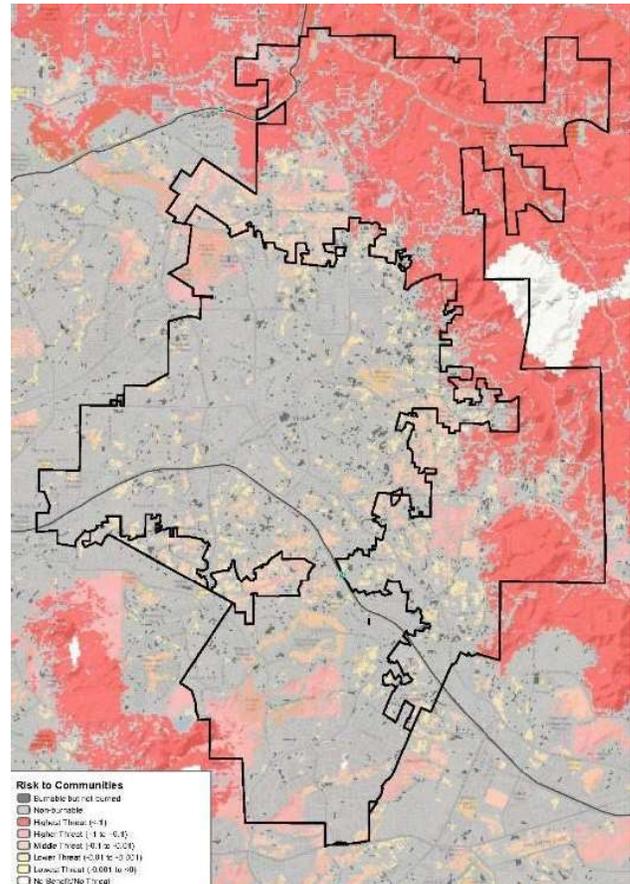
- **Landscape Level Wildfire Behavior:** Landscape Level Wildfire Behavior outputs will include spatial model results for expected flame lengths, rate of spread, and fire line intensity. Fire behavior outputs will be provided for 97th and 50th percentile weather conditions. These maps will characterize the potential for extreme fire behavior in the plan area and will be utilized to inform the risk analysis (Task 2.4).
- **Landscape Burn Probability:** Landscape Burn Probability quantifies the relative likelihood and intensity of a fire occurring under a fixed set of weather and fuel moisture conditions. Outputs include burn probability, conditional flame length, and Integrated Hazard. Integrated Hazard combines burn probability and conditional flame length outputs to identify areas where high-intensity wildfire is most likely to occur and can inform CWPP recommendations. This analysis will assist in determining where vegetation management or other mitigations can be conducted to best protect values at risk.
- **Fire Progression Maps and Major Fire Flow Paths:** Fire progression modeling from likely or historic ignition locations during specific weather conditions will be performed to identify how fire may spread toward and within the plan area. The analysis will utilize the MTT tool in FlamMap to identify major paths of fire spread that have the potential to threaten assets within the city.

Task 2.4: Risk Modeling

Dudek proposes also utilizing the GIS-based IFTDSS application to model wildfire risk for the plan area by performing a Quantitative Wildfire Risk Assessment (QWRA). The QWRA utilizes the IFTDSS Integrated Hazard modeling output (described in Task 2.3) in a spatial GIS environment and compares the Integrated Hazard modeling results with assets at risk from wildfire (e.g., communities, infrastructure, natural resource values) to determine and quantify wildfire risk. We will work with the City to determine the assets to evaluate in the QWRA.

The wildfire risk assessment output will include a GIS data layer representing the QWRA outputs for the plan area as well as an IFTDSS-generated report quantifying the risk associated with analyzed assets. The results of the Integrated Hazard analysis and QWRA will also be analyzed with other GIS data sets to further evaluate risk in the plan area (see below). The results of this analysis will inform preparation of the CWPP.

We will also prepare a document that summarizes the wildfire risk analysis and identifies model inputs, assumptions, and constraints to be included as an Appendix to the CWPP. The Integrated Hazard, QWRA data, and relevant fire behavior, burn probability, and vegetation mapping data from the IFTDSS program will be made available for use in further analysis and/or map making. All data will be managed in Esri ArcGIS, and all data products delivered to the City will be in Esri format (i.e., shapefile, grid, or geodatabase).



Sample wildfire risk modeling results using the QWRA approach. This map depicts risk to structures in the assessment area (red being highest risk) for project prioritization efforts.

Additional Analysis

As a part of the analysis, we will also review and analyze the hazard and risk modeling results in relation to other relevant datasets, such as structure locations, ember load, fuel loading, fuel age, ignition likelihood, emergency access, and others. This effort may further refine and identify areas of high relative wildfire risk based on a composite approach that accounts for multiple factors that are believed to influence wildfire risk. The results of this analysis will inform risk reduction recommendations. Further, the composite nature of the risk assessment will allow mitigation efforts to be tailored based on specific risk factors (e.g., prioritize evacuation preparedness and education in areas with single egress and ingress, or prioritize defensible space and home-hardening efforts in areas in close proximity to vegetation predicted to burn at high intensity).

The risk and hazard modeling data and relevant fire behavior and vegetation mapping data will be made available for use in further analysis and/or mapmaking.

Deliverables

- GIS mapping files for Integrated Hazard and QWRA modeling
- Document summarizing the wildfire risk analysis process

Assumptions

- The field assessment will take 2 days (should additional field assessment time be necessary, a budget amendment request will be provided).
- Asset data will be publicly available or made available by the City.

Task 3: Mitigation Planning

The draft CWPP will develop a mitigation strategy for clearing city-owned properties. Identification of these properties will be based on the risk assessment findings (Task 2), input from City staff, community members, and stakeholders (Task 1), and review of previous planning efforts (Task 1 and 5). The mitigation strategy will include best management practices (BMPs) for all treatment types and activities, including mechanical, manual, biological, chemical, and prescribed fire treatment methods. These BMPs will align with industry and local standards and will be based on the latest fire ecology and fire behavior research.

Dudek will draft mitigation strategies describing the recommended fuel treatments that can be implemented on City-owned property to reduce wildfire hazards. The mitigation strategies will describe fuel treatment recommendations based on fuel model and vegetation cover types. Fuel treatment recommendations will incorporate treatment descriptions for initial treatments and maintenance treatments. Recommended treatment methods will also be described and will be based on accessibility and wildfire environment type (urban, WUI, or rural/wildland). Finally, the mitigation strategy will include a field assessment methodology for evaluating fuel conditions on City-owned properties.

In addition to the fuel treatment recommendations, Dudek will prepare an assessment of the fuel treatment priorities within City-owned properties. The assessment will include the methodology used by Dudek to prioritize treatment sites and a prioritized list of fuel treatment sites based on wildfire risk and the vulnerability of community resources.

Dudek anticipates the mitigation strategies and priority project areas will be included in the broader Action Plan developed for the CWPP (Task 6). The final version of the mitigation strategies would incorporate City, development team, and public comments after the review of the draft CWPP.

Deliverables

- Draft mitigation strategies
- Mapped potential project areas on City-owned property

Assumptions

- Asset data will be publicly available or made available by the City.

Task 4: GIS Story Mapping

We propose presenting the CWPP and supporting materials in a StoryMap format. To begin the StoryMap development, we will compile necessary GIS data, photos, and text to be included in the CWPP. We anticipate that the StoryMap will be a graphical and map-based document, with a reduced volume of text. Where necessary, we can link to documents where longer written explanations are necessary to explain datasets (e.g., wildfire risk assessment methodology) or wildfire mitigation concepts. We will work with the City to determine the preferred

StoryMap template to be used for the CWPP, and the CWPP design will follow the project style guide developed during Task 1.2.4. We will develop an outline of the proposed ArcGIS StoryMap for City review and comment.

Following approval of the proposed StoryMap outline, we will create the StoryMap, complete with project details and interactive mapping. The layers will be organized in the table of contents and symbolized appropriately, and the StoryMap and associated interactive maps will be published to the City’s ArcGIS server.

We will create the StoryMap tour using Esri’s configurable online tools. We

will build the StoryMap tour to be interactive and functional such that it is easily explored by the end user. Various configuration settings will be selected, such as the layout, colors, and headers. We will then add the titles and captions for the main application and each photo. This is a critical step, and care will need to be taken to ensure concise and well-written descriptions will be used to ensure Americans with Disabilities Act (ADA) compliance. The photos and text will then be organized to ensure the application functions elegantly for the end user. During the StoryMap development process, Dudek GIS staff will work with our graphics team to ensure the StoryMap application is visually appealing and includes infographics to communicate wildfire concepts and analyses. This will involve the placement of the application components, such as the photos, text, and interactive map. In addition, the Dudek graphics team will use the project style guide to determine text font, symbols, and color choice of the application features.

Dudek will prepare a series of base maps to be included in the CWPP StoryMap. Several of these maps will also be used during community outreach efforts. Some maps will be generated following completion of the wildfire risk assessment, utilizing IFTDSS and FlamMap to model out data layers. We anticipate the following datasets will be used in CWPP mapping:

- WUI boundary and adjacent jurisdiction’s WUI area
- Fire hazard severity areas
- Vegetation/fuel type
- Terrain (slope)
- Fire and ignition history
- Land use
- Assets (e.g., community areas, infrastructure, existing fuel treatment areas)
- Sensitive resource areas
- Fire hazard and risk modeling results

Sundowner Wind

Sundowners are downslope, offshore winds along the southern slopes of the Santa Ynez Mountains in Santa Barbara County, California. The name “Sundowner” is due to the onset of strong winds intensifying near or after sunset. Sundowner winds can reach gale force and are extremely dangerous during wildfires (Jones et al 2021).



Sample graphic prepared by Dudek to communicate unique wind conditions that contribute to fire risk

- Potential fuel treatment areas
- Community-specific project recommendations

As discussed, we propose utilizing a digital, online format for CWPP presentation (ArcGIS StoryMaps). Therefore, some of the map layers previously identified may be utilized in online map presentation. Hard copy and static digital maps (PDF) can also be generated, should the City prefer that approach.

Deliverables

- Outline of the proposed ArcGIS StoryMap for City review and comment
- StoryMap template set up
- Digital map files (PDF)
- Digital GIS files in Esri ArcGIS-compatible format (shapefile, grid, geodatabase, map package)

Assumptions

- All available and relevant GIS data will be made available by the City.
- Publicly available GIS datasets will be utilized where necessary.
- The City's GIS department will provide access to the City's (ArcGIS Online) AGOL account and an ArcGIS creator license for developing the CWPP StoryMap. If the City does not have an AGOL account and creator license, Dudek can set this up for an additional cost, to be based on Esri's fees.

Task 5: Plan Integration

Task 5.1: Plan Alignment

The CWPP will be consistent with and complement the City’s General Plan and Emergency Operations Plan, as well as other applicable documents and materials reviewed during Task 1.2. To facilitate coordination and maintaining consistency between these plans and the CWPP, we will develop a matrix that outlines the applicable goals, policies, ordinances, and regulations related to wildfire established by these plans that are existing (or in progress) for the City/region. The CWPP goals will then complement and/or build upon those identified in previous efforts. Explanations will be provided where modifications are necessary to align CWPP goals with existing planning documents.

Task 5.2: Clearing Standards

The CWPP will include vegetation management standards that are consistent with the Murrieta Municipal Code, the California State Fire Code, and the 2024 International WUI Code. We assume these standards will be used by the City to provide guidance for defensible space for existing development (as opposed to the City’s Fuel Modification Guidelines for new development). We anticipate that the standards will address species, spacing, and maintenance



Sample graphic prepared by Dudek to relay important defensible space information to property owners

requirements for defensible space in fire hazard areas and will be accompanied by a detailed graphic. The Dudek graphics team is skilled at preparing infographics for public distribution that are easy to understand and clearly communicate code requirements and best practices (see figure 5.2). These standards will provide guidance for property owners to increase wildfire resilience on their property, including vegetation clearance and home hardening recommendations.

Task 6: Action Plan Development

The Action Plan will incorporate the mitigation strategies developed in Task 3, as well as additional actions for achieving the goals of the CWPP. The Action Plan will be organized into categories, including structural ignitability, defensible space, vegetation management/fuel reduction, evacuation, emergency communication, community outreach and education, funding, and post-fire recovery.



Sample Action Plan categories

The Action Plan will include Citywide actions, as well as actions tailored to the community and neighborhood scale. The Action Plan will be presented in table format and will include details regarding responsible party, timing, funding, issue(s) addressed, and priority level. In addition to written action items, the Action Plan will include detailed mapping of priority projects identified for vegetation management to reduce wildfire risk. These priority projects will be identified based on City, Development Team, community and stakeholder input (Task 1); the results of the hazard and risk analysis (Task 2); and mitigation planning efforts (Task 3). Additionally, the Action Plan will incorporate and build upon actions and priority projects identified by the City’s Vegetation Management and Mitigation Plan (VMMP), neighboring CWPPs, and other wildfire planning efforts to create a network of risk reduction actions.

The CWPP will also include an implementation plan for maintaining the CWPP and monitoring implementation of the action items and mitigation strategies. The implementation plan will include specifics related to timing of implementation, review and revision cycles for the CWPP, and continued community engagement strategies.

Task 7: Final Deliverables

Task 7.1: Draft CWPP

Following data acquisition, map development, wildfire risk assessment, and community outreach, we will prepare the draft CWPP in a Word document, to be later incorporated into the StoryMap. The draft CWPP will be prepared in coordination with the City and the Development Team and will be developed according to the CWPP Guide (California CWPP Toolkit). The draft CWPP will reflect current conditions and priorities and will use the results of the wildfire risk assessment as a basis for project identification and prioritization. The draft CWPP will include a summary of the CWPP process, including details of the steps taken, outreach strategies employed and results, and identification of those involved in plan development.

We will seek feedback from the City and development team on the first draft of the CWPP before making it available for public and stakeholder input. Public review of the CWPP will occur in Task 7.2. We anticipate the first deliverable of the CWPP will include the community overview, wildfire environment, results of the wildfire risk assessment, and results of the community workshop. The action plan and mitigation strategies will be developed and prioritized based on City and development team input and analysis results. Appropriate revisions to the draft CWPP will be made based on City and development team review.

Task 7.2: Final CWPP

This task involves putting the CWPP into StoryMap format following review and comment by the City and the Development Team and publishing the CWPP StoryMap for public review. Public review of the CWPP StoryMap will occur over a 30-day period, and a final community workshop (see Task 1.2.2) will occur during this time. The final workshop will include a presentation on the final document and recommendations and will allow the public to provide verbal and written comments during the meeting. We will also accept written comments throughout the 30-day review period via a comment box on the StoryMap. Following the review period, we will incorporate

appropriate edits to the CWPP StoryMap to finalize the CWPP. We anticipate comments and edits to the draft CWPP will focus on the Action Plan, mitigation strategies, and Implementation Plan.

A written CWPP executive summary document (inclusive of a signature page) will also be provided in PDF format, with a link provided to the main CWPP StoryMap. This executive summary document will be useful for City Council adoption efforts. This task also includes attendance and presentation at a City Council meeting to present the final CWPP for approval. We anticipate this meeting will be held in person. We will prepare a PowerPoint presentation to be provided in advance of the meeting for Council docketing purposes.

The following sections will be developed during the the draft (Phase 1) and final (Phase 2) CWPP. Each of these deliverables will be compiled into the final CWPP StoryMap and include GIS map deliverables.

Phase 1	Phase 2
<ul style="list-style-type: none"> ▪ Executive Summary ▪ Introduction ▪ Plan Area Description <ul style="list-style-type: none"> - Community overview (values at risk, land use/zoning, land ownership, fire protection capabilities) - Wildfire environment (fire hazard severity zones, vegetation/fuels, weather/climate, fire history, topography, potential fire behavior, evacuation routes) - Communities and resources at risk (WUI, assets, infrastructure, sensitive resource areas) ▪ Community Engagement results/analysis ▪ Wildfire risk assessment (summary of wildfire hazard and risk modeling, identification of hazard and risk areas) 	<ul style="list-style-type: none"> ▪ Action Plan ▪ Implementation Plan <ul style="list-style-type: none"> - CWPP Maintenance and Monitoring ▪ CWPP Authorization ▪ References

Phase 1 Deliverables due November 3, 2025

- Draft written CWPP (Word document)
- GIS maps prepared during Task 4 and incorporated into the CWPP

Phase 2 Deliverables due April 3, 2026

- Public Review CWPP StoryMap
- Final CWPP StoryMap
- PDF of CWPP executive summary document
- GIS maps/data
- PowerPoint or StoryMap presentation for City Council meeting

Assumptions

- The City will provide timely review of the CWPP outline, draft CWPP, public draft CWPP, and final CWPP StoryMaps.
- Comments/edits will primarily relate to the Action Plan, mitigation strategies, and Implementation Plan.

Task 8: Project Management

This task includes necessary activities to manage the project, including correspondence, invoicing, oversight, and quality assurance/quality control tasks to be conducted by the Dudek project manager and/or designee over the project period. If requested, Dudek will provide necessary documentation to the City to support grant reporting. Project invoices will be submitted monthly and will include supporting documentation required by the City.

Dudek Project Manager Dana Link-Herrera will oversee Dudek's successful completion of all tasks and deliverables for this contract. Dana will direct Dudek's efforts in accordance with the project schedule and budget. We believe that frequent and responsive communication is the best management practice to keep the project moving forward, and we will apply this management approach to this project. As the project manager, Dana will do the following:

- Establish a regular reporting and communication process for project status, budget and schedule updates, and problem/resolution identification
- Hold regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Update the project scope, schedule, progress reports, and inventories of available data, as necessary, so that all team members are aware of information that may affect their work products and schedules

Supplemental Tasks

Supplemental Task 1: Community Survey

Our experience with community engagement indicates that online surveys result in significantly higher public input than surveys conducted during community meetings. As such, we propose to develop an online survey using the Survey123 platform. Questions will consist of topics related to wildfire risk, wildfire preparedness, and ways the City can support the community with wildfire preparedness efforts. Demographic questions will be included, as well, to determine whether the survey is equitably distributed and representative of the City's community members. If desired, we can provide a revised scope of work to distribute paper surveys to a random sample of households to solicit input from residents that may not have access to the internet or a Wi-Fi-enabled device. Results of the surveys will be compiled in an electronic file, summarized, and included in the CWPP.

A link to this survey would be provided on the project StoryMap webpage (see Task 4) and promoted through outreach materials (see Task 1.2.4).

le with dates for each component of the scope.

k Schedule			
Start Date	End Date	Duration	
11/10/2025	7/3/2026	235	
11/10/2025	11/14/2025	4	
12/1/2025	6/1/2026	182	
12/1/2025	6/1/2026	182	
3/1/2026	5/28/2026	88	
12/1/2025	7/3/2026	214	
12/15/2025	3/15/2026	90	
12/1/2025	2/15/2026	76	
12/1/2025	1/15/2026	45	
12/15/2025	1/30/2026	46	
1/1/2026	1/30/2026	29	
1/30/2026	2/15/2026	16	
1/30/2026	5/1/2026	91	
12/30/2025	7/3/2026	185	
12/30/2025	4/15/2026	106	
11/30/2025	2/28/2026	90	
2/15/2026	4/15/2026	59	
2/1/2026	5/1/2026	89	
2/1/2026	7/3/2026	152	
12/1/2025	2/3/2026	64	
12/15/2025	2/15/2026	62	
5/1/2026	7/4/2026	64	
9/11/2025	5/3/2026	234	
11/1/2025	12/30/2025	59	

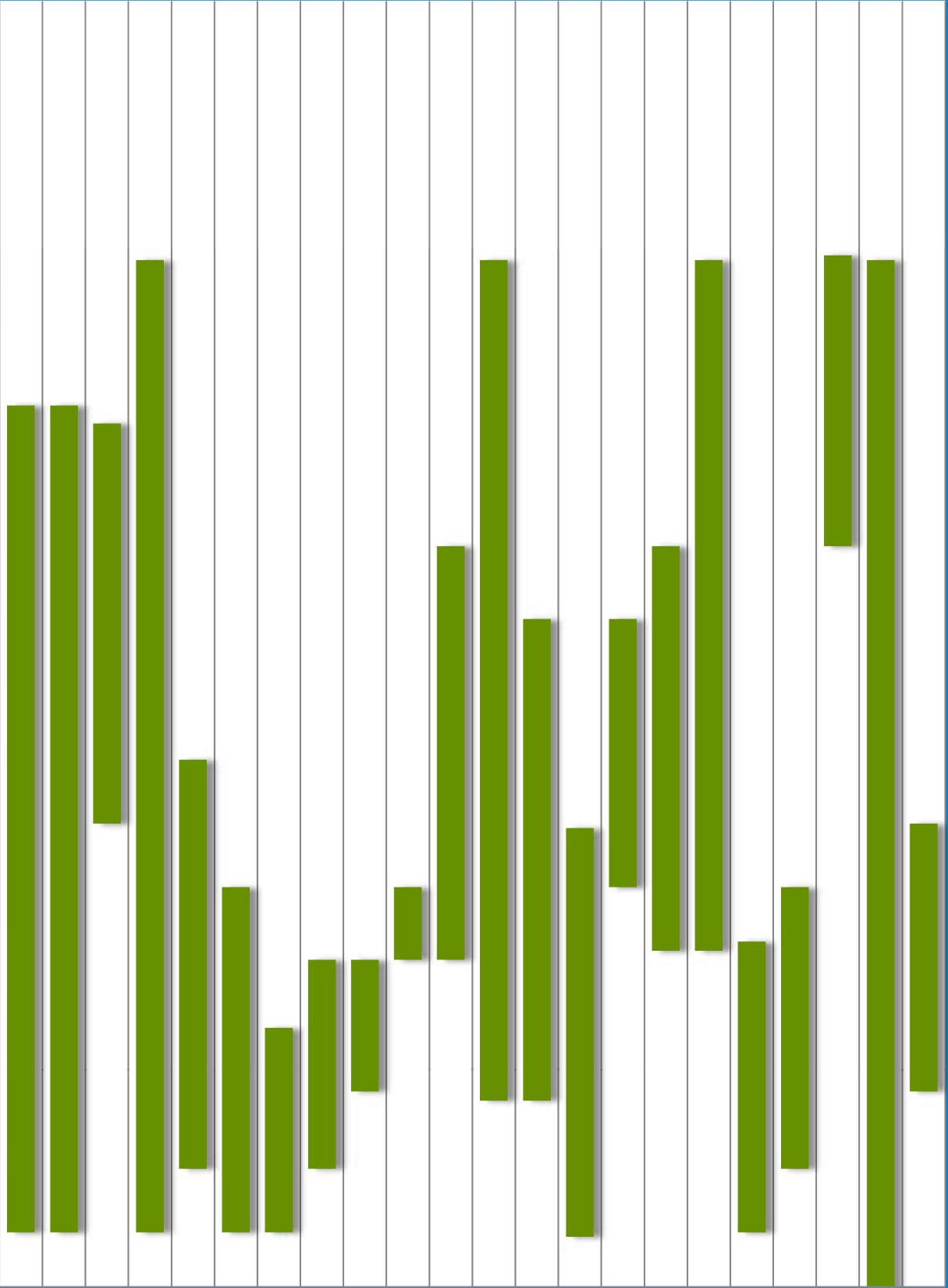


EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

The City has approved lower limits for both General Liability and Professional Liability insurance for this project. Additionally, the requirement for Cyber Liability insurance is waived.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**
- III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of fifteen minutes (0.25 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT C-1



COST PROPOSAL FOR THE

PREPARATION OF A COMMUNITY WILDFIRE PROTECTION PLAN FOR THE CITY OF MURRIETA

CITY OF MURRIETA
JUNE 5, 2025

DUDEK

3600 Lime Street, Building 2 / Riverside, CA 92501 / 951.300.2100

This fee estimate is valid for 90 days from the date of this proposal; after 90 days, Dudek reserves the right to reassess the fee estimate, if necessary.

Fixed Fee

Phase	Cost
Phase 1	\$72,194.50
Phase 2	\$50,170.00
<i>Subtotal</i>	\$122,364.50
Supplemental Task	\$2,570
Total	\$124,934.50

Dudek Labor Hours and Rates

Project Team Role:	Project										TOTAL DUDEK HOURS
	Specialist IV	Senior Specialist IV	Director/Environmental	Analyst IV	Analyst III	Analyst V	Specialist V	CIS Analyst V	Technology Specialist II	Creative Services IV	

Team Member:	Dana Link-Herrera	Scott Eckardt	Austin Ott	Alison Sells	Ashleyann Bacay	Matthew Crockett	Robert Hazard	Christopher Starbird	Matthew Palavido	Raoul Ranoa	Technical Editor I	Publications Specialist I
Billable Rate:	\$195,00	\$265,00	\$300,00	\$145,00	\$135,00	\$155,00	\$210,00	\$220,00	\$245,00	\$185,00	\$130,00	\$105,00
	2	2										
ment and Coord	5			12								
	18			34	12							
	2			6						1		
	2			6						12		
	4			8	16	16						
	12						12					
		2		30	30	32	4					
		2		8	20	30	4					
				8	20	8		8	2	4		
				30	30	30	8					
Subtotal Task 1	72	6		98	84	116	28	8	2	17	4	4
ment and Coord	5			8								
	6			6								
				2						4		
						20	24					
	2			8	40	8		8	2	4		
	4											
	8			6		8	10					
	8			20	20	20	4				2	2
	15											
Subtotal Task 2	48	4	6	50	60	56	40	8	2	14	2	2
	2			12				2				
Total Hours	122	10	6	160	144	172	68	18	4	31	6	6
Total	\$23,790,00	\$2,650,00	\$1,800,00	\$23,200,00	\$19,440,00	\$26,660,00	\$14,280,00	\$3,960,00	\$980,00	\$5,735,00	\$780,00	\$630,00
Percent of Hours (Base)	16%	1%	1%	21%	19%	23%	9%	2%	1%	4%	1%	1%

Hourly Rates

DUDEK 2025 Standard Schedule of Charges

Engineering Services

Project Director	\$345.00/hr
Principal Engineer III	\$320.00/hr
Principal Engineer II	\$300.00/hr
Principal Engineer I	\$290.00/hr
Program Manager	\$275.00/hr
Senior Project Manager	\$275.00/hr
Project Manager	\$265.00/hr
Senior Engineer III	\$260.00/hr
Senior Engineer II	\$250.00/hr
Senior Engineer I	\$240.00/hr
Project Engineer IV/Technician IV	\$230.00/hr
Project Engineer III/Technician III	\$220.00/hr
Project Engineer II/Technician II	\$210.00/hr
Project Engineer I/Technician I	\$190.00/hr
3D Production Manager	\$220.00/hr
Senior Designer II	\$210.00/hr
Senior Designer I	\$200.00/hr
Designer	\$190.00/hr
Assistant Designer	\$185.00/hr
CADD Operator III	\$180.00/hr
CADD Operator II	\$195.00/hr
CADD Operator I	\$155.00/hr
CADD Drafter	\$175.00/hr
CADD Technician	\$125.00/hr
Project Coordinator	\$160.00/hr
Engineering Assistant	\$125.00/hr

Environmental Services

Senior Project Director	\$350.00/hr
Project Director	\$300.00/hr
Senior Specialist V	\$275.00/hr
Senior Specialist IV	\$265.00/hr
Senior Specialist III	\$250.00/hr
Senior Specialist II	\$235.00/hr
Senior Specialist I	\$220.00/hr
Specialist V	\$210.00/hr
Specialist IV	\$195.00/hr
Specialist III	\$185.00/hr
Specialist II	\$175.00/hr
Specialist I	\$165.00/hr
Analyst V	\$155.00/hr
Analyst IV	\$145.00/hr
Analyst III	\$135.00/hr
Analyst II	\$125.00/hr
Analyst I	\$105.00/hr
Technician IV	\$100.00/hr
Technician III	\$90.00/hr
Technician II	\$80.00/hr
Technician I	\$70.00/hr
Project Coordinator II	\$170.00/hr
Project Coordinator I	\$135.00/hr

Mapping and Surveying Services

UAS Pilot	\$165.00/hr
Survey Lead	\$300.00/hr
Survey Manager	\$260.00/hr
Survey Crew Chief	\$195.00/hr
Survey Rod Person	\$145.00/hr
Survey Mapping Technician	\$135.00/hr

Construction Management Services

Principal Manager	\$215.00/hr
Senior Construction Manager	\$195.00/hr
Senior Project Manager	\$190.00/hr
Construction Manager	\$185.00/hr
Project Manager/Construction Management	\$175.00/hr
Resident Engineer	\$175.00/hr
Construction Engineer	\$175.00/hr
On-site Owner's Representative	\$160.00/hr
Prevailing Wage Inspector	\$160.00/hr
Construction Inspector	\$150.00/hr
Administrator/Labor Compliance	\$125.00/hr

Hydrogeology/HazWaste Services

Project Director	\$345.00/hr
Principal Hydrogeologist/Engineer III	\$320.00/hr
Principal Hydrogeologist/Engineer II	\$310.00/hr
Principal Hydrogeologist/Engineer I	\$300.00/hr
Senior Hydrogeologist V/Engineer V	\$275.00/hr
Senior Hydrogeologist IV/Engineer IV	\$265.00/hr
Senior Hydrogeologist III/Engineer III	\$255.00/hr
Senior Hydrogeologist II/Engineer II	\$245.00/hr
Senior Hydrogeologist I/Engineer I	\$235.00/hr
Project Hydrogeologist V/Engineer V	\$225.00/hr
Project Hydrogeologist IV/Engineer IV	\$215.00/hr
Project Hydrogeologist III/Engineer III	\$205.00/hr
Project Hydrogeologist II/Engineer II	\$195.00/hr
Project Hydrogeologist I/Engineer I	\$185.00/hr
Hydrogeologist/Engineering Assistant	\$150.00/hr
HazMat Field Technician	\$135.00/hr

District Management & Operations

District General Manager	\$225.00/hr
District Engineer	\$215.00/hr
Operations Manager	\$165.00/hr
District Secretary/Accountant	\$150.00/hr
Collections System Manager	\$150.00/hr
Grade V Operator	\$140.00/hr
Grade IV Operator	\$125.00/hr
Grade III Operator	\$115.00/hr
Grade II Operator	\$95.00/hr
Grade I Operator	\$90.00/hr
Operator in Training	\$80.00/hr
Collection Maintenance Worker	\$85.00/hr

Project Delivery Services

Technology Specialist II	\$245.00/hr
Technology Specialist I	\$190.00/hr
GIS Analyst V	\$220.00/hr
GIS Analyst IV	\$200.00/hr
GIS Analyst III	\$185.00/hr
GIS Analyst II	\$145.00/hr
GIS Analyst I	\$130.00/hr
Creative Services IV	\$185.00/hr
Creative Services III	\$160.00/hr
Creative Services II	\$145.00/hr
Creative Services I	\$130.00/hr
Technical Editor IV	\$185.00/hr
Technical Editor III	\$160.00/hr
Technical Editor II	\$145.00/hr
Technical Editor I	\$130.00/hr
Publications Specialist IV	\$135.00/hr
Publications Specialist III	\$125.00/hr
Publications Specialist II	\$115.00/hr
Publications Specialist I	\$105.00/hr
Clerical Administration	\$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

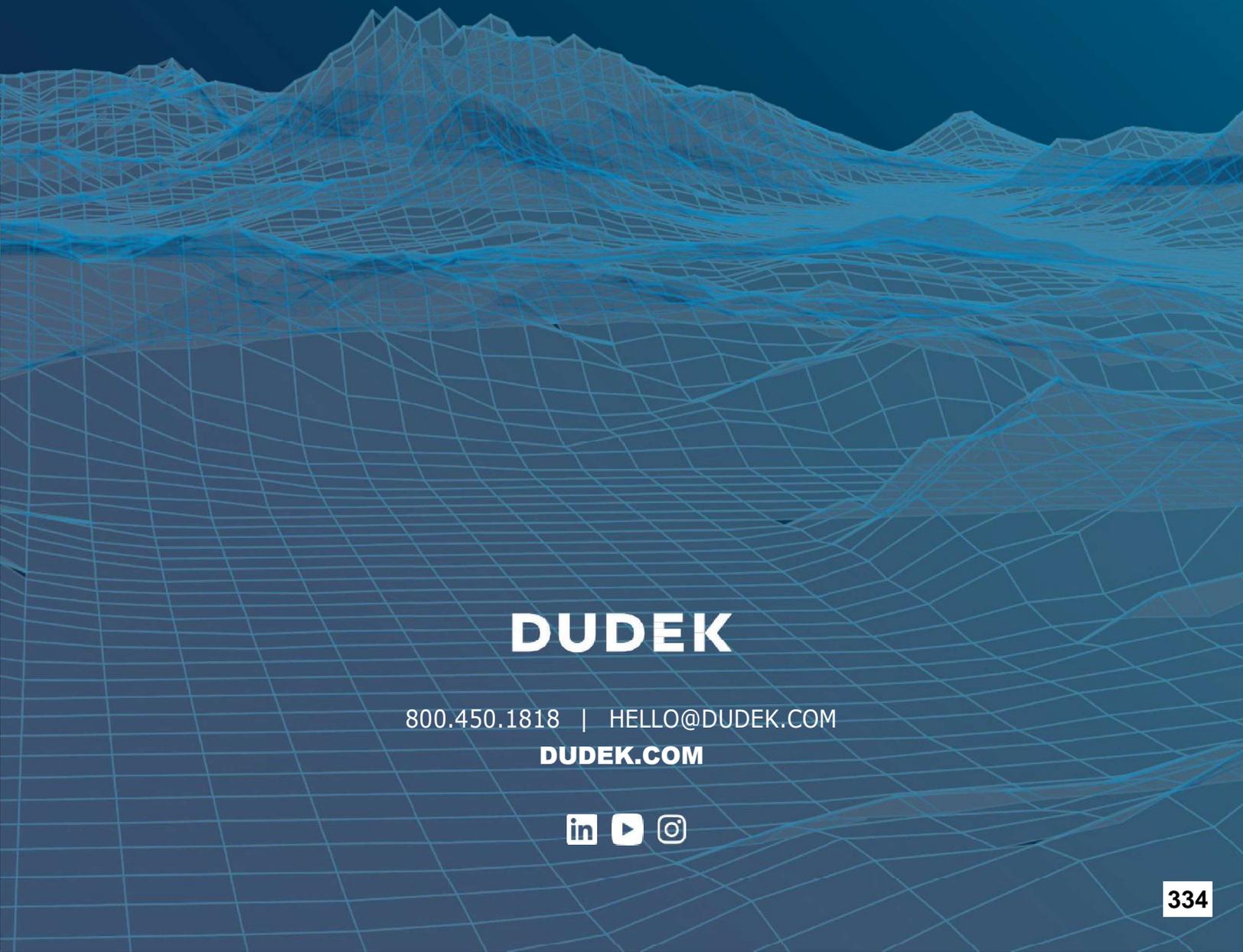
Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Hourly Rates

DUDEK

EFFECTIVE JANUARY 1, 2025
Updated March 6, 2025



DUDEK

800.450.1818 | HELLO@DUDEK.COM

DUDEK.COM



EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT E

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.
- 3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease, and \$1,000,000 policy limit for disease**. (Not required if consultant provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 annual aggregate**.
- 5. Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, invasion of privacy and breach of data.

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

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

Acceptability of Insurers

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

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

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

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

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances with the consent of the Consultant.

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

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



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT: Acceptance of a Grant from the Public Entity Risk Management Authority

RECOMMENDATION

Accept a Public Entity Risk Management Authority Grant Award of \$2,500; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funding.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The City of Murrieta has been awarded the Public Entity Risk Management Authority (PERMA) 2024 Risk Management Award for "Law Enforcement Risk Management," which includes a \$2,500 reimbursement grant. This award recognizes the City's Police Department, under the leadership of former and retired Police Chief Tony Conrad, for fostering collaboration, knowledge-sharing, and best practices among PERMA member agencies through initiatives such as the Chiefs' Roundtables. These efforts have strengthened law enforcement risk management and contributed to a safer, more resilient community.

The grant will be used to replace and upgrade outdated employee workstations at the Murrieta Hot Springs Resort Police Department substation with ergonomically designed furniture and equipment. New workstations will include adjustable-height desks, ergonomic chairs with lumbar support, and monitor arms to allow proper screen positioning. These improvements will create a safer, healthier work environment by:

- Promoting healthy posture and reducing physical strain during computer use;
- Mitigating the risk of repetitive stress injuries and musculoskeletal discomfort; and
- Enhancing employee safety, comfort, and productivity.

Staff recommends that the City Council approve the acceptance of the PERMA Risk Management Award grant.

FISCAL IMPACT

Staff recommends that the City Council amend the Fiscal Year 2025/26 Operating Budget revenue and expenditure accounts to allocate and appropriate the grant funds. The \$2,500 grant will cover the cost of workstation upgrades. There is no matching requirement, and the funds will be fully applied toward the enhancements.

ATTACHMENTS

1. PERMA 2024 Risk Award Letter



March 16, 2025

Mr. Justin Clifton, City Manager
1 Town Square
Murrieta, CA 92562
Email only: jclifton@murrietaca.gov

Dear Mr. Clifton:

I am delighted to inform you that the City of Murrieta has been awarded a PERMA 2024 Risk Management Award for "Law Enforcement Risk Management", which includes a \$2,500 reimbursement grant to be used towards a risk management related expense. The City's police department, under the leadership of Chief Conrad (retired), went above and beyond to foster collaboration, knowledge-sharing, and the pursuit of excellence in law enforcement. Chief Conrad's leadership was instrumental in the creation of the Chiefs' Roundtables, a forum that brought law enforcement leaders from PERMA member agencies together to share best practices, discuss challenges, and strengthen PERMA's collective approach to public safety. Because of the Department's dedication, member agencies are more informed, better connected, and play an active role in shaping law enforcement risk management.

The award was granted by the Executive Committee in recognition of the City's outstanding efforts in fostering a safer and more resilient community. The City's commitment to proactive risk management strategies and innovative safety initiatives has set an exemplary standard, and PERMA is pleased to support your continued success. Risk management is not just about responding to challenges, it is about anticipating them, mitigating them, and ensuring that all PERMA members are protected from unnecessary financial exposure.

The award funds are intended to further enhance law enforcement risk management programs, whether through employee safety training, equipment upgrades, policy development, or other initiatives that align with your ongoing efforts. We appreciate the dedication and hard work demonstrated in making the City a safer place for residents, employees, and visitors.

To request the funds, email me at blyons@permarisk.gov describing the risk management expense. Include a receipt for the expenditure and we will coordinate reimbursement. The award funds must be used by March 16, 2026. Please reach out if you would like to discuss how best to utilize these funds or if you would like to PERMA to present the award at a future Council meeting. Thank you for your continued leadership in risk management excellence.

Once again, congratulations on this well-deserved recognition.

A handwritten signature in black ink that reads "Beth Lyons".

Beth Lyons
Executive Director

Copy: Jim Elledge, Deputy Executive Director, jelledge@permarisk.gov
Diego Chavez, Director of Administrative Services/PERMA Board Director, dchavez@murrietaca.gov
Christina Arias Loera, Risk Management Technician/PERMA Board alternate, cariasloera@murrietaca.gov

www.permarisk.gov

(760) 360-4966 or info@permarisk.gov

72-811 Highway 111, #1014, Palm Desert, CA 92260

This is a virtual mailbox. Do not send packages or time sensitive materials.



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: James Ozouf, Senior Civil Engineer, CIP

SUBJECT: Collectible Work Authorization Agreement with Southern California Gas Company for the Murrieta Hot Springs Road Improvement Project, CIP No. 8079

RECOMMENDATION

Approve a Collectible Work Authorization Agreement with Southern California Gas Company in the amount of \$157,372.10 for improvements relating to the Murrieta Hot Springs Road Improvement Project, CIP No. 8079;

Authorize a fifteen percent (15%) construction contingency of \$23,605.82; and

Authorize the City Manager to sign the Collectible Work Authorization Agreement.

PRIOR ACTION/VOTE

On September 6, 2022, the City Council approved a Collectible Work Authorization Agreement with Southern California Gas Company in the amount of \$98,194.56, plus a fifteen (15%) contingency, for improvements relating to the Murrieta Hot Springs Road Improvement Project, CIP No. 8079 (Vote: 5-0).

On June 3, 2025, the City Council adopted Resolution No. 25-4836, approving the Fiscal Year 2025/26 to Fiscal Year 2029/30 Capital Improvement Plan budget which included the Murrieta Hot Springs Road Improvement Project, CIP No. 8079 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Murrieta Hot Springs Road Improvement project, CIP No. 8079, consists of numerous improvements to Murrieta Hot Springs Road between Margarita Road and Winchester Road. The roadway will be widened from a four-lane to a six-lane roadway between Via Princesa and Winchester Road. Other improvements include installation of raised medians, sidewalks, street lighting, retaining walls, and a traffic signal at Calle Del Lago.

The widening will also impact private improvements such as the realignment of Via Frontera Road within the Ridgegate Community. The improvements will require relocation of various existing utilities, including Southern California Gas Company (Gas Company).

The Gas Company has facilities that need to be relocated to accommodate the construction of the Murrieta Hot Springs Road Widening Project, CIP No. 8079. During the course of developing the street improvement plans, staff worked closely with the Gas Company to identify possible conflicts. A total of three (3) gas line conflicts that feed the Ridgegate Community were identified and have been relocated in advance of construction through the approval of two prior Collectible Work Authorization Agreements with the Gas Company. One of the two agreements was approved by the City Manager on March 10, 2025, for an amount of \$56,260.79, plus a fifteen (15%) contingency.

It has recently come to the City's attention that two additional gas line conflicts feed the Ridgegate Community that were not previously identified. Unlike the previous conflicts, which were main distribution lines, these conflicts are gas laterals that directly serve ten (10) condominiums located at the westerly end of Via Frontera within the Ridgegate Community. These gas laterals connect directly to the main distribution line located on Murrieta Hot Springs Road, as no main distribution line currently exists along Via Frontera.

The Gas Company's policies do not allow the City's construction contractor to relocate its facilities. Staff recommends allowing the Gas Company to construct a new singular gas distribution line and five laterals in conjunction with the City's current construction activities for the Murrieta Hot Springs Road Widening Project. The City will require the contractor to coordinate with the Gas Company and provide them with a construction window. The Gas Company's overall relocation cost is estimated to be \$157,372.10. The final amount will be based on actual construction costs. The Collectible Work Authorization agreement form includes reimbursement to the Gas Company for work that is required as part of this project and that is outside the City of Murrieta right-of-way. A fifteen percent (15%) contingency has also been provided to allow for unforeseeable expenditures. Staff recommends approving the Collectible Work Authorization agreement in the amount of \$157,372,10 plus a fifteen percent (15%) contingency.

FISCAL IMPACT

Funding is available in CIP No. 8079 in the amount of \$157,372.10, plus an additional \$23,605.82 for a fifteen percent (15%) contingency, for a total of \$180,977.92.

ATTACHMENTS

1. Collectible Work Authorization Agreement with the Gas Company
2. Vicinity Map



A  Sempra Energy utility

August 21, 2025

Southern California Gas Company
1981 W. Lugonia Ave.
Redlands, CA 92374

Mailing Address:
PO Box 3003
Redlands, CA 92373-0306

City of Murrieta
Attn: Accounts Payable
1 Town Square
Murrieta, CA 92562

**Re: Agreement for Collectible Work – Work Authorization
Notification # 2042546042 MCU #000005590976**

Enclosed is your copy of our Contract for estimated cost. Please sign and return the copy of the agreement to:

Southern California Gas Company
Attn: Carlos Portillo
1981 West Lugonia Avenue, ML 8031
Redlands, CA 92374-9796
Cportillo@socalgas.com

We will return a completed copy, signed and accepted by our Company representative, for your file.

Make your check for the deposit payable to: The Gas Company, in the amount of \$157,372.10 and note the MCU number on the check. Please keep in mind this is the planned estimate cost for the project. Mail the check payment and remittance form to:

Sundry Billing
Southern California Gas Company
P.O. Box 2007
Monterey Park, CA 91754-0957.

Final billing will be for the actual costs of the work performed. If you have any questions regarding this project, please call Carlos Portillo at (213) 231-8130.

Sincerely,

A handwritten signature in blue ink, appearing to read "Will Liao".

Will Liao
Technical Services Supervisor



SOUTHERN CALIFORNIA GAS COMPANY COLLECTIBLE WORK AUTHORIZATION

Notification # 2042546042Date Prepared 2025-08-21Design # 71073312MCU Order # 000005590976-0005Estimate Prepared By Carlos Portillo 66733ML SC9554Phone # 3109916021**Purchaser Name and Job Address**Name CITY OF MURRIETA
Address 29266 VIA FRONTERA
City MURRIETA State CA Zip 92563
Phone # _____**Billing Name and Address, If Different**Name ACCOUNTS PAYABLE
Address 1 TOWN SQUARE
City MURRIETA, CA 92562 State CA Zip 92562
Phone # 951-304-2489

Purchaser's SS# _____

Or Federal Tax ID # 33-0468975**Purchaser requests and authorizes The Gas Company to perform the following work:**Installing 147' of 2" Plastic in private Property Via Frontera. Installing 5 Services to clear conflict with retaining wall.Installing 147' of 2" Plastic in private Property Via Frontera. Installing 5 Services to clear conflict with retaining wall.Installing 147' of 2" Plastic in private Property Via Frontera. Installing 5 Services to clear conflict with retaining wall.

TOTAL COMPANY LABOR	TOTAL MATERIALS	TOTAL THIRD PARTY CHARGES (Including Contractor Labor)	TOTAL PAVING PERMIT, & OTHER	SUBTOTAL	ITCCA	TOTAL ESTIMATES
\$ 34,668.91	\$ 2,063.23	\$ 88,757.14	\$ 2,020.62	\$ 127,509.90	\$ 29,862.20	\$ 157,372.10

Purchaser agrees to pay The Gas Company the actual cost - the estimated amount is due and payable in advance and any additional balance within 30 days of invoice.

The estimated cost of the Work is furnished only for the convenience of the Purchaser. It is intended to reflect The Gas Company's general past experience of the cost of similar work under favorable conditions. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by The Gas Company of the actual cost. The actual cost shall include overhead costs contained in The Gas Company's appropriate billing formula. Purchaser agrees to pay within 30 days of invoice any additional amounts whenever The Gas Company determines the cost of Work completed exceeds any amounts previously paid. When labor costs exceed the estimate, The Gas Company may, but is not obligated to notify Purchaser, and cease all Work until approval for the increased cost is obtained from Purchaser. If the total actual cost is less than the deposit(s), The Gas Company will refund the difference (without interest). Purchaser agrees that if The Gas Company brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorney's fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by Gas Company employees, agents or subcontractors shall conform to all requirements of the State of California construction safety orders, particularly the provisions of Article 6, Sections 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting The Gas Company's property from damage, including the use of procedures which will not place any undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless The Gas Company from and against any and all liability of every kind and nature for - (i) injury to or death of persons, including without limitation, employees or agents of The Gas Company or of Purchaser; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of The Gas Company, Purchaser or any other person; (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations); and (iv) including attorney's fees incurred in defending against such liability or enforcing this provision - resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on The Gas Company by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work is performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the negligence or willful misconduct of The Gas Company or its agents compared to any other person.

Purchaser shall indemnify, defend and hold The Gas Company harmless from and against any and all liability (including attorney's fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or non-hazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal liability for the environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Purchaser and The Gas Company, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that The Gas Company may stop Work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

AGREED AND ACCEPTED _____
(DATE)PURCHASER _____
(NAME OF COMPANY)THE GAS COMPANY BY _____
NAME(PRINT)

PURCHASER OR AUTHORIZED REPRESENTATIVE(PRINT) TITLE

SIGNATURE_____
SIGNATURE OF PURCHASER OR AUTHORIZED REPRESENTATIVE**AMOUNT RECEIVED****PAYMENT INFORMATION** CASH CHECK CHECK # _____

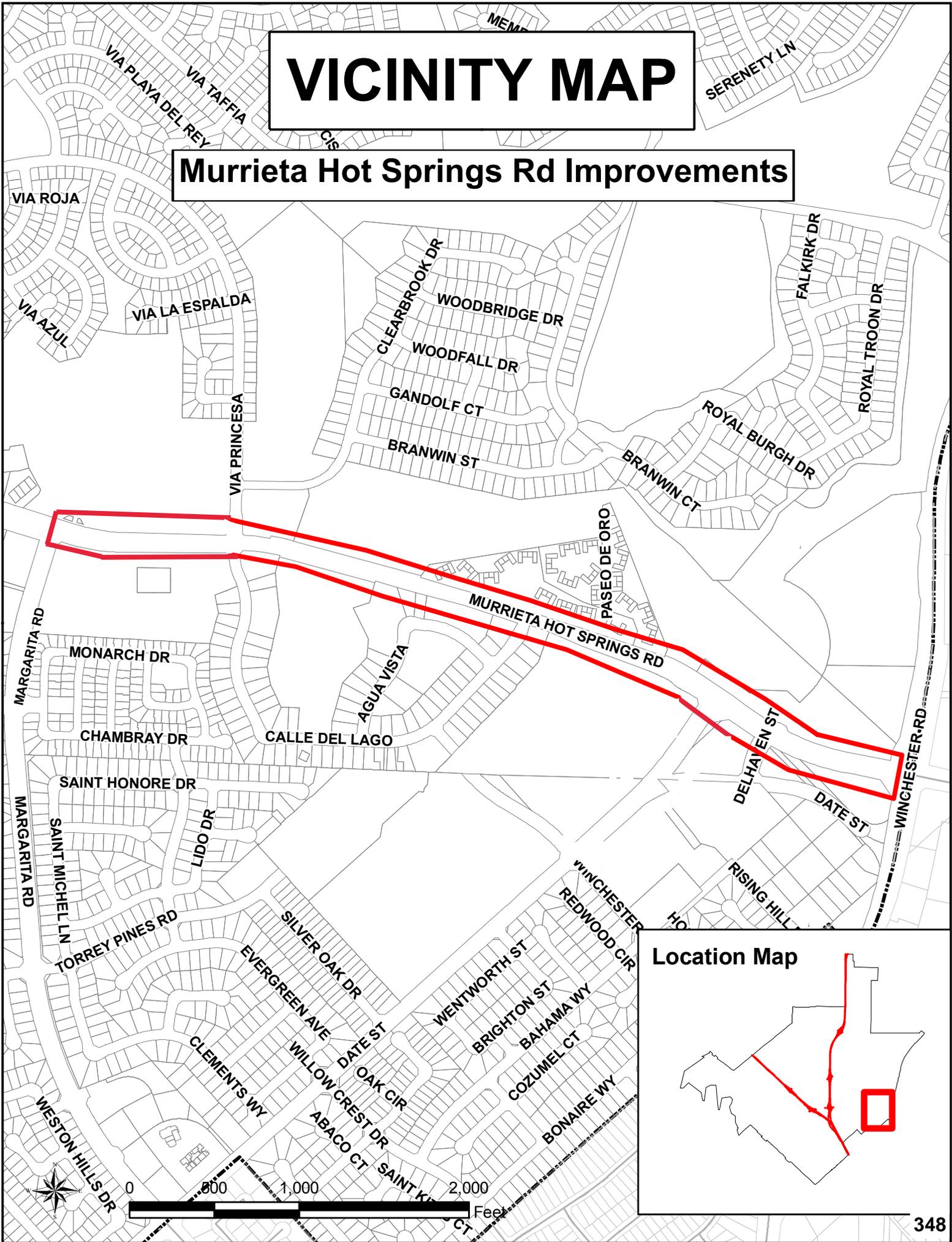
DATE PAYMENT TURNED IN:

BY(NAME OF EMPLOYEE):

PAYMENT TURNED IN AT:

VICINITY MAP

Murrieta Hot Springs Rd Improvements





CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Bob Moehling, Public Works Director

SUBJECT: Amendment to Agreement with Jacobs Engineering for Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

RECOMMENDATION

Approve Amendment No. 10 to the Engineering Design Services Agreement for the Keller Road at I-215 Interchange, CIP No. 8449, with Jacobs Engineering Group, Inc., revising the scope of work and reducing the total not to exceed contract amount by \$279,448; and

Authorize the Mayor to execute the Amendment on behalf of the City.

PRIOR ACTION/VOTE

On April 6, 2010, the City Council adopted Resolution No. 10-2478 approving an agreement (Original Agreement) with Jacobs Engineering Group, Inc. in the amount of \$377,795.64 to provide engineering and environmental services (Vote: 5-0).

On March 20, 2012, the City Council adopted Resolution No. 12-2885 approving an agreement (New Agreement) with Jacobs Engineering Group, Inc. in the amount of \$361,243.45 to provide engineering and environmental services (Vote: 4-0).

On July 18, 2018, the City Council adopted Resolution No. 18-3952, approving Amendment No. 8 to the Design Engineering Services Agreement with Jacobs Engineering, Inc. (Vote: 5-0).

On April 7, 2020, the City Council adopted Resolution No. 20-4226, approving Amendment No. 9 to the Design Engineering Services Agreement with Jacobs Engineering Group, Inc. (Vote:5-0).

On June 3, 2025, the City Council adopted Resolution No. 25-4836, approving the Capital Improvement Plan budget for Fiscal Year 2024/25, and the Fiscal Year 2024/2025 to 2028/29 Capital Improvement Plan, which included the Keller Road at I-215 Interchange project, CIP No. 8449 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Keller Road at I-215 Interchange project, CIP 8449, is a top City infrastructure priority project. The project proposes to construct a new interchange one mile south of the existing Scott Road interchange on Interstate 215. The project was initiated in 2010.

Jacobs Engineering Group (JEG) has completed the project's design work to date, including completion of the Project Initiation Document and Preliminary Environmental Analysis Report. JEG is continuing to work on the Project Approval/Environmental Documentation documents, which include an Environmental Impact Report as required by Caltrans due to the State's reliance on a Vehicle Miles Traveled (VMT) analysis and other cumulative impact studies. JEG also submitted the 65% complete version of the design and Plans, Specifications and Estimates (PS&E) documents to Caltrans in June to begin the review and approval process.

The project gained Caltrans approval of the Draft Project Report and Draft Environmental Document (DED) in June 2025. The DED was made available for public review via a Notice of Availability of an Environmental Assessment (EA). An open forum hearing was held at City Hall on July 8, 2025, with five residents attending and providing verbal comments. The closure of the public review period occurred on July 29, 2025. JEG is completing responses to all comments submitted during the public review period. Completion of the response to comments will allow Caltrans to submit the DED to the Federal Highway Administration for review and approval. JEG will continue to facilitate the approval of the DED, at which point the environmental document will be deemed complete and will obtain the status of a Final Environmental Document. After the FED approval, the City's agreement for engineering services with JEG will be deemed complete and terminated.

The original agreement with JEG was approved by City Council in 2010, with a second new agreement approved in 2012. Since then, nine (9) amendments have been approved. This Amendment No. 10 is necessary to compensate JEG for the work involved in completing the DED per National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements, which were not part of the original scope of work. Also, since the City selected a different firm through a recent procurement process for the remaining design services for the Keller Interchange project, the City will not be using JEG for the remaining design work prior to the construction bid process. Therefore, several items of work contained in the original agreement with JEG have been removed. This includes removing the majority of the 95% PS&E scope, removing the 100% PS&E scope entirely, and removing the remaining 65% PS&E budget that has not yet been spent, resulting in a reduction in the overall agreement amount.

FISCAL IMPACT

The approval of Amendment No. 10 will result in the reduction of \$279,448, from the approved Design Engineering Services Agreement value of \$5,830,201.39.

ATTACHMENTS

1. Amendment No. 10 to Agreement with Jacobs Engineering Group

TENTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MURRIETA AND JACOBS ENGINEERING GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE KELLER ROAD/INTERSTATE 215 INTERCHANGE PROJECT, CIP 8449

This Amendment to Agreement (“Amendment”), made this 7th day of October, 2025, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California (“CITY”), and JACOBS ENGINEERING GROUP, INC., a California corporation (“CONSULTANT”) with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

- A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. CITY is desirous of professional services for the Keller Road / Interstate 215 Interchange Project (“Project”).
- D. On March 20, 2012, CITY and CONSULTANT entered into an agreement for professional services (“Agreement”) whereby CONSULTANT agreed to provide services related to the preparation of the Plans, Specifications and Estimate for the Project for a total not to exceed contract amount of \$361,243.45.
- E. On January 21, 2014, CITY and CONSULTANT entered into a First Amendment to the Agreement to extend the term of the Agreement to December 31, 2015, expand the scope of services and increase the total not to exceed contract amount by an additional \$129,788.94 for a total of \$491,032.39.
- F. On September 16, 2014, CITY and CONSULTANT entered into a Second Amendment to the Agreement to extend the term of the Agreement to December 31, 2016, expand the scope of services and increase the total not to exceed contract amount by \$1,255,060.00 for a total of \$1,746,092.39.
- G. On April 7, 2015, CITY and CONSULTANT entered into a Third Amendment to the Agreement to extend the term of the Agreement to December 31, 2017, expand the scope of services, and increase the total not to exceed contract amount by \$321,840.00 for a total of \$2,067,932.39.
- H. On May 17, 2016, CITY and CONSULTANT entered into a Fourth Amendment to the Agreement to extend the term of the Agreement to December 31, 2018, expand the scope of services, and increase the total not to exceed contract amount by \$115,569.30 for a total of \$2,183,501.69.

- I. On June 6, 2017, CITY and CONSULTANT entered into a Fifth Amendment to the Agreement to extend the term of the Agreement to December 31, 2019, expand the scope of services, and increase the total not to exceed contract amount by \$164,210.00 for a total of \$2,347,711.69.
- J. On October 3, 2017, CITY and CONSULTANT entered into a Sixth Amendment to the Agreement to expand the scope of services and increase the total not to exceed contract amount by \$35,890.00 for a total of \$2,383,601.69.
- K. On December 5, 2017, CITY and CONSULTANT entered into a Seventh Amendment to the Agreement to include expand the scope of services and increase the total not to exceed contract amount by \$9,899.70 for a total of \$2,393,501.39.
- L. On July 17, 2018, CITY and CONSULTANT entered into an Eight Amendment to the Agreement to expand the scope of services and increase the total not to exceed contract amount by \$3,398,128.00 for a total of \$5,791,629.39.
- M. On April 7, 2020, CITY and CONSULTANT entered into a Ninth Amendment to the Agreement to expand the scope of services and increase the total not to exceed contract amount by \$38,580.00 for a total of \$5,830,209.39.
- N. CITY and CONSULTANT are desirous of extending the term of the Agreement, revising the Scope of Work of the Agreement and reduce services and reducing the total not to exceed contract amount by \$279,448.00.
- O. CONSULTANT has special knowledge, experience, and facilities for accomplishing the proposed services.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. CITY and CONSULTANT agree to amend the Agreement by revising the Scope of Work as set forth in Exhibit "A" to this Amendment, attached hereto.
- 2. In consideration of the revised Scope of Work, the CITY and CONSULTANT agree to reduce the total not to exceed contract amount by \$279,488.00 for the services described on attached Exhibit "A". The new total not to exceed contract amount shall be \$5,550,721.39
- 3. The contract term shall be extended to December 31, 2026.
- 4. All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF MURRIETA

ATTEST:

By: _____

By: _____

Cindy Warren, Mayor

Cristal McDonald, City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____

Tiffany Israel, City Attorney

CONTRACTOR:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

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

Scope of Work Description:

The City of Murrieta (City) in cooperation with the California Department of Transportation (Caltrans) District 8, County of Riverside (County) and City of Menifee, propose a new full interchange and auxiliary lanes at I 215 and Keller Road in Riverside County, California. Compliance with Caltrans directives as Lead Agency for NEPA and CEQA have resulted in changes to the original executed agreement between Jacobs and the City of Murrieta. Time delays related to the original contract time of performance have been experienced related to legislative changes in the evaluation of traffic impacts through Senate Bill 743; Caltrans' requirement for the revalidation of the approved Traffic Operations Analysis Report to support 2024 traffic volumes; Caltrans' direction to change the environmental documentation for NEPA to an Environmental Impact Report (EIR) from the originally scoped Initial Study; Caltrans' requirement to evaluate project safety utilizing a recently adopted FHWA format; the updating of the previously approved 2019 environmental technical studies; FHWA revisions to policy for the New Connection Report previously submitted and approved by Caltrans; City directed compliance for updating the previously approved Air Quality Report to the 2024 Standard Environmental Reference (SER) outline and guidance. These items are necessary to secure approval of the project's environmental document and required the following tasks to secure project approval:

Task 0100 Project Management Time Extension

CONSULTANT conducted extended project management and coordination services related to the preparation of various updated technical memorandums and engineering technical reports.

Deliverables:

- 1.) Coordination Meetings Minutes

Task 0200 Engineering Update

Subtask 20210 Traffic Operations Analysis Report (TOAR) revalidation for Opening Year and Horizon Year.

CONSULTANT prepared a revalidation of the approved Traffic Operations Analysis Report (TOAR) to address a proposed new opening year of 2027 and a proposed horizon year of 2047 for the I-215/Keller Road Interchange. CONSULTANT conducted the following new subtasks:

Subtask 20211 – Traffic Volume Development (Modeling/Forecasting).

CONSULTANT revised the intersection and freeway traffic volumes contained in the approved TOAR to reflect more recent conditions. Existing volumes within the current TOAR (collected in 2014), were compared to more recent count data to determine if previous volumes are within a close range of the more recent volumes. Future traffic volumes for new opening year 2027 and horizon year 2047 scenarios were developed using the latest Riverside County Transportation Analysis Model (RIVCOM). Use of the new RIVCOM was recommended by Caltrans as the model includes more recent regional inputs outside of Murrieta, which is important given the proposed I-215/Keller Road Interchange's location at the northern edge of the City. Land use data within RIVCOM was cross-checked with land use data from the Murrieta traffic model to ensure future modeling best reflected land use anticipated as part of the City's General Plan. Traffic volumes were post processed and balanced between ramp intersections according to the methods used in the previous TOAR.

Subtask 20232 – Update TOAR Validation Documentation.

Based on the results of the traffic volume development subtask, CONSULTANT prepared an updated draft TOAR volume validation addendum document to submit to Caltrans for review. The documentation included the appropriate sections on comparison methodology, tables, figures, and conclusions. The validation documentation was presented in memorandum form as agreed to by Caltrans.

Amendment 10 | SCOPE OF WORK

Subtask 20242 –Response to Comments & Meetings.

CONSULTANT responded to five sets of review comments from Caltrans on the draft TOAR validation addendum document. Based on the comments and resolution, CONSULTANT prepared revised versions of the TOAR validation addendum document with response to comments for each Caltrans review. CONSULTANT attended 4 review meetings with Caltrans.

Subtask 20252 – Traffic Count Collection.

CONSULTANT collected new traffic counts at 6 existing intersections identified by Caltrans for use in the TOAR validation documentation addendum for the purpose of proving a comparison of existing 2024 traffic volumes with forecasted post processed volumes.

Deliverables:

- 1.) Draft and Final TOAR Traffic Revalidation Memorandum
- 2.) Existing turning movement traffic counts

20214 Traffic Study VMT Exemption.

CONSULTANT prepared, as a new task to the project scope of services, a Caltrans provided format for documentation to support the project's exemption from VMT analysis as the primary transportation impact. CONSULTANT used the results from the approved TOAR validation addendum, Caltrans VMT evaluation guidelines and timing memo to secure an exemption of the project's transportation impact. Consultant prepared the VMT screening form for three Caltrans reviews and responded to comments. CONSULTANT submitted the final validation form for Deputy Director authorization.

Deliverables:

VMT Screening Memorandum Form

20216 Highway Safety Manual Analysis Interchange Safety Analysis Tool enhanced.

CONSULTANT is conducting a Highway Safety Manual (HSM) analysis consistent with FHWA guidelines to provide the quantitative safety assessment of the I-215/Keller Road IC project limits. Under this new task, CONSULTANT is coordinating with Caltrans and is using the Caltrans guidance on FHWA approved Predictive Methodology for the Interchange Safety Analysis Tool Enhanced (ISATe) to identify probable crash frequency and evaluate safety effects for the I-215 freeway and Keller Road Interchange for the 2027 opening year and 2047 design year traffic condition. CONSULTANT is conducting ISATe analysis for the three (3) project build alternatives and the No Build scenario. CONSULTANT has prepared technical documentation and submittals on project segmentation to Caltrans and FHWA to secure approval of the segmentation limits for the analysis. Consultant has addressed comments for 4 reviews by Caltrans District 8 departments and 1 review by FHWA to finalize segmentation limits, CONSULTANT is finalizing documentation for Caltrans Headquarters Cost/Benefit analysis and ISATe approval.

Deliverables:

- 1.) ISATe analysis and technical documentation.

20218 Draft/Final New Connection Report (NCR) Update.

CONSULTANT updated the Draft NCR for FHWA authorization to support recent policy directives established by FHWA. This is an existing scope of work task requiring compliance with new guidelines. CONSULTANT updated the Draft NCR document for operational acceptability at the proposed I-215/Keller Road Interchange using revalidated traffic forecast and analysis results. CONSULTANT revised the NCR report to comply with current FHWA "2 Step" criteria for the locally preferred build alternative identified in the Draft Project Report as the Locally Preferred build alternative. Consultant prepared the Caltrans NCR Checklist for submittal to FHWA. CONSULTANT will attend up to two (2) meetings with Caltrans design staff to coordinate the authorization of the circulation of the updated Draft NCR for FHWA review.

Deliverables:

- 1.) Meeting Minutes for wo coordination meetings with Caltrans and one meeting with FHWA.
- 2.) Updated Draft NCR and Caltrans Checklist

Task 0250 Engineering PS&E Risk Design

CONSULTANT has updated 65% risk based design plans previously initiated in 2019 at the direction of the City and specified in Contract Modification 8. Roadway 65% Plans were developed to the 2018 Caltrans Standard Specifications and Standard Plans. The plans were required, by Caltrans, to be updated to the 2024 Standard Specifications and Standard Plans.

20252 Update the 65% PS&E to meet the Requirements of the 2024 HDM/Standard Specification & Standard Plans

As a result of Caltrans' implementation of continually updated standard plans and specifications through 2024, extra work was required to update the 2019 65% PS&E submittals to conform to current standards. CONSULTANT reviewed and updated the 2019 risk-based design of the 65% roadway plan set authorized by the City under Contract Modification Number 8. 65% Roadway Plans that were previously prepared at the City's direction to comply with the 2018 Standard Plans and Highway Design Manual (HDM) Guidance are required by Caltrans to be updated to the current 2024 Standard Plans, Standard Specification and HDM guidance. Consultant has revised the City identified locally preferred alternative to comply with the current standards. CONSULTANT made an electronic submittal for the revised 65% roadway plan set to Caltrans for review. Consultant also incorporated negotiated resource agency mitigation features identified during the concurrent environmental phase of project development in the 65% roadway plan set.

Consultant updated the unedited Standard Special Provisions (SSPs) to the current 2024 version along with the updated unit pricing for the Basic Engineers Estimate System (BEES).

Deliverables:

- 65% Roadway risk design updated plans
- 65% updated unedited SSPs
- 65% updated BEES

Amendment 10 | SCOPE OF WORK

20254 Murrieta Hills Specific Plan (MHSP) Coordination

CONSULTANT attended monthly coordination meetings on an as needed basis with the developer engineering team of the Murrieta Hills residential development. Under this new task, CONSULTANT coordinated and transferred 65% Roadway design information related to the interchange to help support design improvements on Keller Road related to drainage and utility infrastructure. CONSULTANT has attended 6 meetings to address project coordination related to construction activities. The modification of design features within the Caltrans right of way to accommodate the MHSP design development was not included in this task.

Deliverables:

Meeting attendance and transfer of design information for 6 meetings

20256 65% PS&E data transfer and coordination

CONSULTANT provided support for the transfer of information, data files and general coordination activities to support the on-boarding of the CITY selected consultant for final PS&E design. Under this new task, CONSULTANT has answered 6 RFI request for the transfer of data electronically. Consultant has attended 3 virtual meetings to provide background information at the request of the CITY.

CONSULTANT will provide informational support to City selected consultant for 40 additional hours of staff time to support coordination requests.

Deliverables:

Six (6) Consultant data RFIs for transfer of electronic 65% PS&E design files and reports.

Three (3) virtual meetings to discuss project background information

Assume a total of 40 additional hours to support other transition requests

Task 0300 Environmental Documentation Update

35200 Technical Study Update.

CONSULTANT prepared revalidation memorandum updates required by Caltrans for the following existing tasks that were completed and previously approved. The following approved technical studies were updated through the preparation of a technical memorandum:

35202 Visual Aesthetic Update

CONSULTANT updated the approved technical Visual Aesthetic Report to address the Caltrans mandated update and resource assessment of impacts to the visual character. CONSULTANT evaluated changes in the visual environment, including the USFWS mandated species noise and light barrier berm, with current requirements and revalidated the conclusions of the previously approved report.

Consultant responded to 3 rounds of Caltrans comments to the Draft Visual Assessment.

Deliverables:

Draft Visual Impact Assessment (VIA) memorandum

Final Visual Impact Assessment (VIA) memorandum

35204 Air Quality Report Refresh.

Consultant prepared and resubmitted documentation for concurrence with the SCAG Transportation Conformity Working Group at the direction of Caltrans and the City. CONSULTANT prepared and provided submittal of documentation to Caltrans for draft review and submittal to the TCWG for review and concurrence.

CONSULTANT attended meeting with TCWG and answered questions from members of the TCWG. Upon TCWG approval and at the City's direction, Consultant prepared an updated Air Quality Report for concurrence with the 2024 Annotated Outline format requested by Caltrans as a replacement to the previously approved 2019 Air Quality Technical Report. CONSULTANT used the current EMFAC emissions model to update findings and conclusions from the previously approved Air Quality Report.

CONSULTANT responded to 3 rounds of comments from Caltrans for report approval.

Deliverables:

TCWG Memorandum Form
TCWG meeting attendance
New EMFAC model runs and analysis to current Air Quality standards
Revised Air Quality Report per new AO (3 review cycles and response to comments)

35206 Growth Study Update

CONSULTANT updated the approved Growth Study to reflect updates to the traffic study, regional future project documentation, Regional Transportation Plan assumptions, as well as updated the associated figures and tables.

Deliverables:

Draft Growth Study memorandum
Final Growth Study memorandum

35208 Water Resources Questionnaire Update.

CONSULTANT updated the approved Water Resources Questionnaire to include revised and updated permitting requirements consistent with current guidance.

Deliverable:

Water Resources Questionnaire

35210 Community Impact Assessment.

CONSULTANT updated the approved Community Impact Assessment to reflect updates to traffic, regional future project documentation, Regional Transportation Plan modifications and Federal Transportation Improvement Plan modifications, as well as update associated figures and tables.

Deliverables:

Draft CIA memorandum
Final CIA memorandum

Amendment 10 | SCOPE OF WORK

35212 Phase I Initial Site Assessment Update.

CONSULTANT prepared an update to the approved Phase I Initial Site Assessment (ISA). CONSULTANT conducted site field review and performed database review of area for the identification of potential hazardous material. CONSULTANT prepared memorandum of updated information in compliance with new guidance on hazardous constituents and provided updated information in a memorandum.

Deliverable:

ISA technical memorandum.

35214 CEQA Cumulative Impacts Assessment Additional Project Assessment

CONSULTANT prepared and supplemented the Cumulative Impact Assessment at the request of Caltrans for the past, present and reasonably foreseeable projects related to the overall resource areas outside of the 3 mile project radius of the I-215/Keller Road Interchange. CONSULTANT compiled individual impacts for each CEQA resource identified in the environmental document from approved and recorded regional environmental documentation to address the Caltrans request for quantitative assessment of added impacts of projects in the resource area contributing to significant impacts regardless of prior approved environmental documentation of non-significance:

Deliverable:

Cumulative Impact Summary Evaluation for the EIR/EA.

Task 35392 Determination of Biologically Equivalent or Superior Preservation (DBESP) Analysis.

CONSULTANT will prepare documentation and technical memorandum for the DBESP analysis. Under this new task, Consultant will identify direct impacts to riparian habitat within the project limits, project design features to minimize direct impacts and the potential mitigation measures for project impacts. Consultant will prepare the Draft DBESP memorandum upon selection of the preferred alternative. Consultant will respond to two rounds of Caltrans comments on the Draft DBESP. A Final DBESP will be submitted to the Riverside Conservation Agency, California Department of Fish and Game

Deliverables:

Draft DBESP Technical Memorandum

Final DBESP Technical Memorandum

Task 35394 Administrative Amendment Request for MSHCP covered activity.

CONSULTANT will gather existing data, conduct an assessment and prepare a minor administrative amendment request for the inclusion of roadway sections of the I-215/Keller Road project as a covered activity under the Multispecies Habitat Conservation Plan (MSHCP). The minor administrative amendment will be submitted to the Western Riverside Regional Conservation Agency for processing and approval. Consultant will respond to a maximum of one round of City Comments and two rounds of RCA comments.

Deliverables:

MSHCP Minor Amendment request

Task 35396 Final Environmental Impact Report.

CONSULTANT will prepare a Final Environmental Impact Report (EIR) in accordance with the guidelines of the Caltrans Standard Environmental Reference (SER) and the National Environmental Policy Act (NEPA) to address the

upgrade of the NEPA documentation from the previously directed Initial Study. CONSULTANT will incorporate comments from the public circulation, identify the preferred alternative. Consultant will prepare an administrative draft of the Final EIR for City and Caltrans review and comment. Consultant will address a maximum of two (2) rounds of comments from the City and Caltrans. CONSULTANT will prepare a final EIR for Caltrans' approval.

Deliverables:

Administrative draft of Final EIR
Final EIR

Task35398 Notice of Availability/Notice of Determination.

Consultant prepared the Draft Notice of Availability (NOA) to Caltrans for review and concurrence upon approval of the Final Environmental Document. Consultant will respond to a maximum of one (1) round of comments from Caltrans. Consultant incorporated comments and provided the final NOA to Caltrans for submittal to the State Clearing House (SCH).

CONSULTANT will prepare the Draft Notice of Determination (NOD) and Finding of No Significant Impact and submit to the City and Caltrans for review and approval. Consultant will address one round of comments from each agency and provide the final NOD to Caltrans for submittal to the State Clearing House (SCH). Consultant will not be responsible for the payment of fees to the California Department of Fish and Wildlife or any other permit fees required for the filing of the NOD.

Deliverables:

Draft and Final NOA
Draft and Final NOD

35402 Access Control Modification and California Transportation Commission Consent Request.

Consultant will prepare a draft California Transportation Commission (CTC) consent request for the modification of the existing access control for the new public road connection. CONSULTANT will prepare the Access Control Location Map to Caltrans on behalf of the City for submission to Caltrans Headquarters for formal processing. One round of review by Caltrans and the City of the consent documentation is assumed and Consultant will respond to one round of comments. Consultant will provide a draft Consent letter with the Access Control Location map to include in the documentation package for submittal to the CTC.

35404 Crotch's Bumble Bee Desktop Assessment and EIR/EA update

To address agency comments received for the Draft Environmental Impact Report/Environmental Assessment (Draft EIR/EA) on potential impacts to Crotch's bumblebee (*Bombus crotchii*) resulting from project activities, CONSULTANT is proposing a desktop habitat assessment and dissemination of findings via updates to the Final EIR/EA. Additionally, background information on the species life history, jurisdictional status, and potential impacts and associated measures resulting from the proposed project and alternatives will be included in the Final EIR/EA.

Crotch's Bumblebee Desktop Habitat Assessment

CONSULTANT will conduct a desktop habitat assessment for Crotch's Bumblebee that will consist of a desktop review of existing project and environmental datasets to evaluate potential habitat for Crotch's bumble bee. No field work will be conducted to confirm the accuracy of the desktop review in terms of vegetation type, cover, and quality.

Amendment 10 | SCOPE OF WORKAdministrative Final EIR/EA Update

The project EIR/EA will be updated to include text addressing Crotch's bumblebee. This will include information on the species life history, jurisdictional status, and reference to existing impact acreage estimates for each project alternative in terms of potential impacts to species habitat identified in the desktop habitat assessment effort under Task 1, and associated measures.

Deliverables:

- Updated biological resources section of the EIR/EA to include information regarding the Crotch's bumblebee desktop assessment.

Assumptions and Exclusions:

1. Jacobs understands the City has contracted a third party to continue the PS&E design, and that third party may suggest design changes be progressed that have not been environmentally cleared. Jacobs takes no responsibility for any resulting coordination with the jurisdictional resource agencies due to design changes initiated by the third party.
2. CONSULTANT will not be responsible for incorporating design changes from the risk design process during the Final EIR.
3. CONSULTANT is not responsible for the preparation and approval of the Benefit /Cost analysis portion of the ISATe. Caltrans Headquarters will prepare the Benefit /Cost analysis.
4. Updates to the Standard Environmental Record (SER) after the close of the public review period requiring the addition of new studies or changes in the format of the Draft Environmental document are not considered to be within this scope of services.
5. CONSULTANT is not responsible for the payment of fees for Permits or filing fees for the CTC consent request.
6. CONSULTANT is not responsible for the payment of fees related to the filing and approval of the DBESP.
7. Changes impacting the findings of the Draft Environmental Impact Report due to risk design changes related to the progressing of the final PS&E are not considered to be within the scope of services.
8. The identified Scope of Services in the amendment are not to extend past January 31st of 2026.
9. CONSULTANT will use project information prepared for the Draft Environmental Document needed to conduct the assessment including spatial data for previously mapped land cover and any previously documented characterization of the habitats present in the biological study area related to the Crotch's Bumble Bee.
10. Mapping foraging, nesting, and overwintering habitat can overlap and will be mapped as polygons to determine impact acreages and cumulative impacts.
11. Crotch's Bumble Bee Desktop Assessment and EIR/EA update scope of work does not include preparation of mitigation, monitoring, and restoration plans, or any other additional permitting efforts.
12. Crotch's Bumble Bee Desktop Assessment and EIR/EA update scope of work is limited to document preparation and does not include costs associated with attending public/agency engagement meetings.
13. One round of client comments/edits, and one round of agency comments/edits prior to finalization Crotch's Bee assessment. Review comments are assumed to be provided electronically. CONSULTANT to prepare responses in "PDF Reply" mode only to address review comments and will submit with finalized document.
14. Two 1-hour virtual meetings with the CITY and/or agency staff.
15. Document circulation for public review and public engagement are not considered to be within the scope of services.

I-215/Keller Road Interchange Project (EA 0Q2200)
Amendment 10 | SCOPE OF WORK

There is an acknowledgement by both Parties that the CONSULTANT is partially descoping the 95% PS&E scope (except for advancing the Draft Stormwater Data Report at 65% as required by Caltrans) in its entirety, fully descoping 100% PS&E in its entirety, and portion of the remaining 65% PS&E budget that has not been spent at the time of this Amendment.

Both Parties acknowledge that the CONSULTANT has the following remaining scope/deliverables from the original contract and subsequent approved modifications for this project's environmental approval:

- New Connection Report Draft for FHWA Operational Acceptability.
- New Connection Report Final FHWA approval.
- Administrative Draft Final Project Report
- Final Project Report
- Documentation and Gathering of Public Comments for the Public Review period
- Written Response to Public Comments from the Public Review period.
- Air Quality Conformity

Both parties acknowledge that additional scope items as noted in this amendment request are necessary to complete the environmental approval process per NEPA and CEQA requirements and are not a part of the CONSULTANT original contract scope. The deliverables identified in this amendment that are required at the time of this writing for completion of the project's environmental approval are:

- Draft Administrative Final EIR
- Final EIR
- Draft Administrative Notice of Determination.
- Final Notice of Determination.
- Draft DBESP Technical Memorandum.
- Final DBESP Technical Memorandum.
- Draft MSHCP Minor Amendment request.
- Final MSHCP Minor Amendment request.

Any additional requirements, including permits for construction and resource agency approval, which may occur as a result of changes in policy for CEQA and NEPA approval of the environmental document are not considered to be with this scope of services.

COST Summary

I-215/Keller Road Interchange Project (EA 0Q2200)				
Amendment No. 10 Summary				
Tasks	Current Budget	Contract	Amendment 10 Change Request	Revised Budget
PID/PAED	\$2,511,001.00		\$790,951.00	\$3,301,952.00
PS&E 65%	\$1,928,973.39		\$319,828.00	\$2,248,801.39
PS&E 95%	\$887,405.00		-\$887,405.00	\$0.00
PS&E 100%	\$502,822.00		-\$502,822.00	\$0.00
Total	\$5,830,201.39		-\$279,448.00	\$5,550,753.39

Amendment 10 | SCOPE OF WORK

The Cost Summary breakdown of hours and cost by WBS is contained in Attachment A.



CITY OF MURRIETA

City Council Meeting Agenda Report

10/21/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Cristal McDonald, City Clerk

SUBJECT: Discussion Regarding the Start Time and Schedule for City Council Meeting
Days

RECOMMENDATION

Review and discuss the start time and schedule for City Council meeting days beginning with the first regular meeting in 2026; and

Direct the City Clerk to amend Resolution No. 19-417 entitled: *A Resolution of the City Council of the City of Murrieta, California, Adopting the Following Rules of Procedure for Council Meetings and Related Functions*, and return for adoption by the end of the year.

OR

Take other actions the City Council considers appropriate.

PRIOR ACTION/VOTE

On September 16, 2025, the City Council adopted the 2026 City Council Meeting Schedule and discussed potential adjustments to the regular meeting start time and schedule. The City Council directed staff to return with options for adjusting meeting start times and workshop scheduling (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

At the September 16, 2025, City Council meeting, the City Council reviewed, discussed, and approved the 2026 City Council Meeting Schedule. Additionally, the City Council discussed whether it would like to review and possibly change the start time and schedule of City Council meetings.

During the City Council discussion, the following suggestions were made:

- Professional commitments create difficulty attending City Council meetings before 4:00 p.m.
- Workshops can be held on the 2nd or 4th Tuesday of the month at 6:00 p.m.
- Workshops can be held on the 2nd or 4th Tuesday of each month at 4:00 p.m. or 5:00 p.m.
- Regular meetings can be held one hour earlier at 5:00 p.m.
- Regular meetings can be held at 3:00 p.m., followed by Closed Session.
- Regular meetings can be held at 4:00 p.m.

Direction was provided to the City Clerk to return with options that align with the City Council's discussion.

History

The Murrieta Municipal Code provides that City Council meetings are held as determined by the City Council. Currently, Resolution No. 19-4178, et al., governs that the City Council hold regular meetings on the first and third Tuesdays of each month beginning at 6:00 p.m., with the Consent Calendar business at 7:00 p.m. Under normal circumstances, Closed Sessions are to begin no earlier than 4:00 p.m. on regular meeting days. Furthermore, it is the intention for workshops not to begin earlier than 4 p.m.

As a best practice, the City Council's Rules of Procedure (ROP) are reviewed to ensure alignment with the City Council's goals and priorities. In recent months, amendments have been made to other sections of the ROP to better align with the organization's needs. This discussion item will present final amendments to the ROP. The final ROP will be returned to the City Council for adoption.

Considerations

The growing volume of City business has led to earlier starting times for City Council meetings, affecting coordination with other City operations, the availability of City Council Members, and community participation.

Based on the September 16th City Council meeting, the City Council will consider: 1) the start time of Closed Sessions; 2) the start time of the Regular Meeting; 3) public comments; and 4) the schedule for Workshops. To support City Council dialogue, it is worth noting that consideration of the options below would enable a static start time for the City Council Day and Workshop schedules. Currently, the schedule start time is determined by working backward from the 6:00 p.m. regular meeting start time, considering the scheduled workshops and closed session items, which vary in duration.

Closed Session

Currently, closed sessions take place prior to the City Council meeting.

- Moving the closed session to the end of the meeting, rather than the beginning.
 - Eliminates variations in start times, resulting in consistency for all stakeholders
 - City staff involved only in open session items could attend as needed and be excused after their portions of the agenda, while only those involved in Closed Session would remain.

City Council Meeting Start Time

Currently, regular meetings start at 6:00 p.m.

- Changing the start time to 4:00 p.m.
 - Provides a reasonable start time for City Council members with professional commitments.
 - Staff attendance may be optimized, since meetings would occur closer to regular working hours, reducing overtime and late evening schedules.
 - Possible earlier end time for the meeting, which is beneficial for the public, students who attend for school credit, City Council, and City staff.
 - Allows opportunity to conduct business more efficiently, particularly when agendas are lengthy.

Public Comment

Currently, public comments are held at the beginning of the agenda, approximately 6:15 p.m., and during the respective discussion items or public hearings.

- Adding a closing public comment section at the end.
 - Allow for the public who arrive later to speak before adjournment.
 - Provide accessibility to the public regardless of their arrival time.

Workshops

Currently, workshops are held on the same day but prior to the City Council meeting.

- Holding the workshops on Thursday following a Council meeting (1st & 3rd week of the month).
- Scheduling would be easier for the public, City Council, and City Staff since the day, and time would consistently be the same.
- Focused time for all stakeholders for the study session.
- Workshops can go on longer, if necessary, as there will be no need to end at a designated time to begin the City Council meeting; also decreasing the need for additional workshops on the same topic.
- Keeping the workshops the same week as the City Council meeting allows for the agenda schedule to remain the same, which aligns with organizational efficiencies.

Alternatives

The City Council has several options for consideration regarding the proposed changes. The recommendations outlined in this report reflect the City staff's analysis and suggestions aimed at improving meeting efficiency while maintaining accessibility. However, the City Council may provide feedback that could modify or refine these recommendations.

FISCAL IMPACT

None.

ATTACHMENTS

None.