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

Tuesday, September 2, 2025
4:15 PM CLOSED SESSION
6:00 PM REGULAR MEETING

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

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

Cindy Warren
Mayor

Jon Levell
Mayor Pro Tem

Lisa DeForest
Council Member

Lori Stone
Council Member

Ron Holliday
Council Member

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

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

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

4:15 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

CLOSED SESSION

CS1. Conference with Labor Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, Assistant City Manager, City Attorney, and the City's Negotiators, regarding labor negotiations with the Murrieta Supervisors Association and Management, Professional, and Confidential group.

CS2. Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(1), to confer with the City Manager and legal counsel regarding 1 litigation case: Harsted et al v. City of Murrieta; Case No. CRVI2402383; Riverside County Superior Court.

CS3. Conference with Real Property Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at the Northwest Corner of Linnel Lane and Whitewood Road, Murrieta, Riverside County, CA, at APN 392-290-048 with the California Department of Housing and Community Development and KNE Real Estate. The City's property negotiators, the City Manager, Assistant City Manager, Economic Development Director, and City Attorney will seek direction from the City Council regarding the price and terms of this property.

CS4. Conference with Real Property Negotiations
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at APN 906-670-004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS5. Conference with Legal Counsel - Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for one case.

CS6. Conference with Real Property Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding a portion that certain real property known as 24712 Via Silva, Murrieta, CA 92562 with Koroush Khalighi and Parvin Khalighi, Trustees. The City's real property negotiators, the City Manager, Assistant City Manager, Economic Development Director, Public Works Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS7. Public Employee Performance Evaluation
The City Council will conduct a closed session, pursuant to Government Code Section 54957(b), to conduct an employee evaluation concerning the City Manager.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER

ANNOUNCEMENT OF CLOSED SESSION ACTION

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

Presentation: Susan G. Komen More Than Pink Walk

APPROVAL OF AGENDA

CITY MANAGER - ADMINISTRATIVE UPDATE

Police Department: Youth Court, Matt Mozingo, Corporal

City Council Priorities Highlights: Justin Clifton, City Manager

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 – 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.

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

Recommended Action:

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

2. Minutes

Recommended Action:

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

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

Recommended Action:

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

Authorize the exemption from bidding requirement; and

Authorize the City Manager to execute the agreement.

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

Recommended Action:

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

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

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

Recommended Action:

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

Authorize the City Manager to execute the agreement.

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

Recommended Action:

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

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

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

Recommended Action:

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

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

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

Recommended Action:

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

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

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

Recommended Action:

Conduct the Public Hearing;

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

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

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

Recommended Action:

Conduct the Public Hearing and receive public comments;

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

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

NOTIFICATIONS

Notice of Pending Approval of Final Parcel Map – PM 39214

RECONSIDERATION

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ADJOURNMENT

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS1.

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS2.

Subject:
Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(1), to confer with the City Manager and legal counsel regarding 1 litigation case: Harsted et al v. City of Murrieta; Case No. CRVI2402383; Riverside County Superior Court.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS3.

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS4.

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 located at APN 906-670-004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS5.

Subject:
Conference with Legal Counsel - Anticipated Litigation

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS6.

Subject:
Conference with Real Property Negotiators

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. CS7.

Subject:
Public Employee Performance Evaluation

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

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

RECOMMENDATION

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

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT:
Minutes

RECOMMENDATION

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

ATTACHMENTS

1. August 19, 2025 Minutes

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

Tuesday, August 19, 2025
4:30 PM CLOSED SESSION
6:00 PM REGULAR MEETING

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

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

Cindy Warren
Mayor

Jon Levell
Mayor Pro Tem

Lisa DeForest
Council Member

Lori Stone
Council Member

Ron Holliday
Council Member

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

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

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

4:30 PM CLOSED SESSION

CALL TO ORDER 4:30 p.m.

ROLL CALL

Present: Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: Council Member Lisa DeForest (*Arrived at 4:38 p.m.*)
Council Member Lori Stone (*Present during all of Closed Session*)

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following 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)(2), because there is significant exposure to litigation for four cases.

CS2. Conference with Labor Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, Assistant City Manager, City Attorney, and the City's Negotiators, regarding labor negotiations with the Murrieta Supervisors Association and Management, Professional, and Confidential group.

CS3. Conference with Real Property Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APN 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 4:32 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:04 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action:

CS1. – Case 1:	City Council unanimously rejected the claim.
CS1. – Case 2:	Council Member Stone recused herself. No reportable action.
CS1. – Case 3:	No reportable action.
CS1. – Case 4:	No reportable action.
CS2.:	No reportable action.
CS3.:	No reportable action.

ROLL CALL

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

PLEDGE OF ALLEGIANCE Director of Economic Development Scott Agajanian

INVOCATION Doug Cole, Murrieta Church of Christ

PRESENTATIONS

Certificate of Recognition: Murrieta Police Department Volunteers

APPROVAL OF AGENDA

Action: It was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell, to approve the Agenda for August 19, 2025.

The motion carried by the following vote:

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

CITY MANAGER - ADMINISTRATIVE UPDATE

Library Expansion Donation Acceptance: Dan Leigh

Community Update: Public Information Officer Cristina Davies

GOVERNING BODY COMMISSION/COMMITTEE/BOARD REPORTS/ANNOUNCEMENTS

Council Member DeForest:	Provided Announcements to be made part of the City's record:
Council Member Stone:	Provided Announcements to be made part of the City's record. Provided attendance/reported the following: • Western Regional Council of Governments (WRCOG) • Code Enforcement Ad-Hoc Subcommittee
Council Member Holliday:	Provided Announcements to be made part of the City's record. Provided attendance/reported the following: • Town Square Park & Amphitheater Ad-Hoc Subcommittee • Regional Conservation Authority (RCA) • Western Regional Council of Governments (WRCOG) • Code Enforcement Ad-Hoc Subcommittee
Mayor Pro Tem Levell:	Provided Announcements to be made part of the City's record. Provided verbal Announcements.
Mayor Warren:	Provided Announcements to be made part of the City's record Provided attendance/reported the following: • Town Square Park & Amphitheater Ad-Hoc Subcommittee • Southwest Elected Leaders Collaborative • Riverside County Transportation Commission (RCTC)

PUBLIC COMMENTS (NON-AGENDA)

Patrick Ellis:	Announced and displayed the website refresh for Explore Murrieta.
Roxanne Roundtree:	Eastern Municipal Water District Representative introduced Alma Ramirez as the new public affairs contact for the City.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 20

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest to approve Consent Calendar Item Nos. 1-20.

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

2. Minutes

Recommended Action:
Approve the minutes of the July 15, 2025, Regular City Council Meeting.

3. Check Register June 2025

Recommended Action:

Adopt the Resolution No. 25-4879 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of June 2025.*

4. Monthly Investment Transaction Report for June 2025

Recommended Action:

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

5. Treasurer's Report - Quarter 4 of Fiscal Year 2024/25

Recommended Action:

Receive the Fiscal Year 2024/25 Treasurer's Reports for Quarter 4 (April - June 2025).

6. Amending and Restating the Comprehensive Pay Schedule Fiscal Year 2025/26

Recommended Action:

Adopt Resolution No. 25-4880 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending and Restating the Comprehensive Pay Schedule for Fiscal Year 2025/26*.

7. Appropriation of Additional Funds and Amendment to the Agreement with Liebert Cassidy Whitmore

Recommended Action:

Amend the Fiscal Year 2024/25 Operating Budget to establish an appropriation of $125,000 for Legal Services;

Amend the Agreement with Liebert Cassidy Whitmore to increase the not-to-exceed amount for Fiscal Year 2024/25 from $300,000 to $425,000; and

Authorize the City Manager to execute the amendment.

8. Second Amendment to an Agreement with GRC Associates, Inc. for As-Needed Administrative Services for the Community Development Block Grant Program

Recommended Action:

Approve the second amendment to an agreement with GRC Associates, Inc. for as-needed Community Development Block Grant consultation services to extend the agreement by 2 years and increase the total not-to-exceed amount by $60,000; and

Authorize the City Manager to execute the agreement.

9. Donation Acceptance for FY 2025/26 Concerts in the Park

Recommended Action:

Accept donations from various entities totaling $7,800 for the 2025 Concerts in the Park series.

10. Approve a Deposit/Reimbursement Agreement with Murrieta Hot Springs Resort for On-Call Historical Preservation Consulting Services related to the Mills Act

Recommended Action:

Approve the Deposit/Reimbursement Agreement between the City of Murrieta and Murrieta Hot Springs Resort LP in connection with the agreements with Applied EarthWorks, Stantec, and SWCA for on-call historic preservation services required to undertake Mills Act obligations in connection with the Murrieta Hot Springs Resort;

Authorize the Mayor to execute the agreement; and

Upon agreement approval, all costs associated with these services will be funded by Murrieta Hot Springs Resort.

11. Cooperative Agreement for Hazardous Material Services between Murrieta Fire & Rescue and Corona Fire Department

Recommended Action:

Approve a Cooperative Agreement with the City of Corona for Hazardous Materials Responses; and

Authorize the City Manager to execute the Cooperative Agreement.

12. Agreement with J.P. Morgan for General Banking and Procurement Card Services

Recommended Action:

Approve a five year agreement for general banking and procurement card services provided by
JPMorgan Chase Bank, N.A., with the option of two (2) one-year extensions; and

Authorize the City Manager to execute the agreement and all other necessary documents to implement banking products and services.

13. Agreement with Spicer Consulting Group for Community Facilities Districts Formation, Annual Administration, and Other Special Services

Recommended Action:

Approve an agreement with Spicer Consulting Group for Community Facilities Districts formation, annual administration, and other special services not to exceed $74,999;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute the agreement.

14. Approve Agreement with ClearGov Inc. for Digital Budget Book, Capital Budgeting and Transparency Software

Recommended Action:

Amend the Fiscal Year 2025/26 Operating Budget and establish an additional appropriation of
$1,250;

Approve a four year service agreement with ClearGov Inc. for the Digital Budget Book, Capital Budgeting and Transparency Software for a total amount not to exceed $186,751.17;

Waive the competitive bidding requirements; and

Authorize the City Manager, or his designee, to execute the ClearGov Service Order/Agreement.

15. Second Reading of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta

Recommended Action:

Conduct the second reading and adopt Ordinance No. 621-25, entitled*: An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No.2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes.*

16. Second Reading of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta

Recommended Action:

Conduct the second reading and adopt Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes.*

17. Acceptance of a Grant from the California Highway Patrol Cannabis Tax Fund via the California Highway Patrol Impaired Driving Section

Recommended Action:

Adopt Resolution No. 25-4881 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing Acceptance of Grant Funds in the Amount of $211,234.00 from the State of California Department of Highway Patrol and Authorizing the City Manager or Their Designee to Execute the Agreement on Behalf of the City*; and

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

18. Declaration that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

Recommended Action:

Adopt Resolution No. 25-4882 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* by a four/fifths vote.

19. First Amendment to the Agreement with Leighton Consulting, Inc. for On-Call Geotechnical Consulting Services

Recommended Action:

Approve the First Amendment to the Agreement with Leighton Consulting, Inc., to reflect the assignment of the agreement to Verdantas, Inc., following Verdantas' acquisition of Leighton; and

Authorize the City Manager to execute the amendment.

20. Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, CIP No. 13047

Recommended Action:

Award the Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, Capital Improvement Plan No. 13047, to R.J. Noble Company in the amount of $3,377,678.35;

Authorize a 15% construction contingency of $506,651.75;

Authorize the City Engineer to approve contract change orders not to exceed 15% of the contract amount;

Approve Reimbursement Agreements with Eastern Municipal Water District and Frontier Communications;

Amend the Fiscal Year 2025/26 Capital Improvement Plan and Operating Budget to

include a revenue and expenditure appropriation of $56,262.50 in Reimbursement Agreement funds (Fund 319) available for use in Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget to transfer $2,870,565.95 of Road Repair and Accountability Act of 2017 funds (Fund 307) and $543,883.07 of Gas Tax funds (Fund 306) from Capital Improvement Plan No. 08043 and into Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget and appropriate $350,000 from the Road Repair and Accountability Act of 2017 (Fund 307) unassigned Fund Balance into Capital Improvement Plan No. 13047; and

Authorize the Mayor to execute the Construction Contract and the two Reimbursement Agreements.

PULLED CONSENT CALENDAR ITEMS None

PUBLIC HEARINGS

21. Resolution of Necessity for Secondary Emergency Access

Staff report and PowerPoint presentation provided by City Engineer Jeff Hitch and City Consultant Ryan Humphrey with Monument.

The following topics were discussed:
- Secondary emergency access connecting Berlie Street to Heirloom Court/Via Silva;
- Street maintenance;
- Adjacent property;
- Homeowner Association;
- City ownership of streets;
- Prior history with landowner; and
- Acquisition of easement by Eminent Domain.

The public hearing was opened at 7:09 p.m.

Public Testimony:

Sirous Khalghl: Representing the owners of the property spoke on concerns over traffic and City promises during negotiation.

The public hearing was closed at 7:26 p.m.

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

Adopt Resolution No. 25-4883 by at least a four-fifths vote for acquisition by Eminent Domain of certain real property entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Public Interest and Necessity Require Acquisition of Interests in a Portion of the Property known as Assessor's Parcel No. 949-130-050*.

The motion carried by the following vote:

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

DISCUSSION

22. Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

Staff report and PowerPoint presentation provided by City Engineer Jeff Hitch.

Public Comments: None

Action: After discussion, it was moved by Council Member Stone, seconded by Mayor Pro Tem Levell to Approve the Agreement for engineering design services for the Keller Road at I-215 Interchange, Capital Improvement Plan (CIP) No. 8449, with Mark Thomas & Company, Inc., in the amount of $1,837,160.59;

Authorize a 10% engineering design contingency of $183,716; and

Authorize the City Manager to execute the Agreement and any amendments to the Agreement not-to-exceed 10% of the contract amount.

The motion carried by the following vote:

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

23. Murrieta Children's Library Expansion Project Financing, Award of Construction Contract, Amendment of the Architect's Contract, and Authorization for Project Management Services

Staff report and PowerPoint presentation provided by Assistant City Manager Kristen Crane, Municipal Services Director Brian Crawford, Finance Director Javier Carcamo, and Community Services Director Brian Ambrose.

Public Comments:

Kevin Coon:	Spoke in favor of the project and about some fundraising opportunities with the Murrieta Public Library Foundation.
Terry Gavitt:	Thanked the City Council and those involved in the project.
Rita Nastri:	Spoke to express support for the project from the Friends of the Murrieta Library and their fundraising efforts for the Library.
Nikki Davis:	Spoke about her involvement with some organizations and their donations to support the library.

Action: After discussion, it was moved by Council Member Stone, seconded by Mayor Pro Tem Levell to Amend the Fiscal Year 2025/26 Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 21027 as detailed in the fiscal impact statement; and

Appropriation $3,500,000 from the Measure T Sustainability Reserve Account;

Adopt Resolution No. 25-4884 entitled: *A Resolution of the City Council of the City of Murrieta, California, to Approve an Interfund Loan up to $3,500,000, from the Measure T Fund to the Library Development Impact Fee Fund to Partially Fund the Children's Library Expansion Project (CIP 21027)*;

Approve a Second Amendment and Change Order to Purchase Order P03681, SVA Architects, Inc., in the amount of $55,603, for architectural design services and out-of-scope work;

Award the construction contract for the Murrieta Children's Library Expansion, Capital Improvement Project No. 21027, to the lowest responsible bidder, R.C. Construction, in the amount of $5,188,600, plus a 15% contingency; and

Authorize the Mayor to execute the agreements.

The motion carried by the following vote:

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

24. Approval of Agreements for Environmental Work for Los Alamos Sports Park Soccer Project

Staff report and PowerPoint presentation provided by Deputy Development Director Jarrett Ramaiya.

Public Comments:

Kassen Klein: Spoke of a lack of a plan, budget concerns, and missing relevant information for the project.

Action: After discussion, it was moved by Council Member Stone, seconded by Council Member Holliday to Amend the Fiscal Year 2025/26 Operating Budget by establishing an appropriation of $347,230 for contract services;

Approve an Amendment to the Agreement with Glenn Lukos Associates, Inc. in the amount of $163,120 for environmental analysis and permitting;

Approve an Agreement with RICK in the amount of $184,110 for environmental analysis and permitting;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute both Agreements.

The motion carried by the following vote:

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

NOTIFICATIONS

City Clerk Cristal McDonald announced the following notification:

Notice of Pending Approval of Final Tract Map - TR 38199

COUNCIL MEMBER REQUESTS TO ADD OR WITHDRAW ITEMS TO FUTURE AGENDAS

Council Member DeForest:	None.
Council Member Stone:	Council Member Stone requested a discussion on a possible stance regarding the November Special Election for statewide redistricting.
Council Member Holliday:	None
Mayor Pro Tem Levell:	None.
Mayor Warren:	None.

RECONSIDERATION None

ADJOURNMENT 9:01 p.m.

In Memoriam of Patricia Garner.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 3.

O: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Chris Tracy, Senior Planner, Advanced Planning

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

RECOMMENDATION

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

Authorize the exemption from bidding requirement; and

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On October 20, 2020, the City Council approved a one-year Agreement with Host Compliance, LLC for short-term vacation rental administrative services (Vote: 5-0).

On October 14, 2021, the City and Host Compliance LLC entered into a First Amendment to the Agreement, which extended the term through November 3, 2022, and decreased the Scope of Work and Compensation.

On October 18, 2022, the City and Granicus LLC, as the successor in interest and assignee of Host Compliance, entered into a Second Amendment to the Agreement for an additional three-year term, whereby the term was extended through November 3, 2025.

CITY COUNCIL GOAL

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

BACKGROUND

Following several public workshops on the topic in 2020, the City of Murrieta (City) adopted an ordinance to regulate Short-Term Vacation Rentals (STVR) within its boundaries. This was in response to growing concerns

in the community regarding unregulated STVR, which were operating throughout the City, and how to support a balanced framework to provide for limited STVR operations for homeowners while ensuring that a registration and enforcement structure would be in place to address any issues that might arise with the implementation of the ordinance.
In 2020, staff identified approximately 150 properties offering STVR accommodations. The City Council capped the number of STVR properties to 300 when the ordinance was adopted. Based on current estimates, there are 130 STVR properties being monitored, which include 22 properties under review for potential STVR activity. For the past three fiscal years, STVR revenue has averaged approximately $130,000 to the City. These figures are unaudited. Staff notes that Transient Occupancy Tax (TOT) revenue is collected to offset the cost of wear and tear on City facilities, as well as to provide City services resulting from tourism activity.

Following the adoption of the ordinance, the City went through a Request for Proposal process from qualified companies that had the capacity and expertise to complete a comprehensive STVR inventory for the City and to assist the City in the development and implementation of an efficient system for permitting, administration, monitoring, and enforcement of STVR regulations. Through this process, the City selected Host Compliance LLC for online monitoring and the permitting of STVR properties in the City. The service allows staff to use technology to conduct what would otherwise require hundreds of hours of staff time to search for and document properties, run the permit process, perform accounting, and monitor properties for STVR ordinance violations. The service includes various support functions as described below.

Platform Abilities

Host Compliance augments staff's ability to implement the City's STVR program. It allows the City to account for STVR operating within the City and provides permitting, enforcement, tax processing, and compliance monitoring. This also includes STVR database management, which includes identifying STVR properties, including listing details, host information, occupancy, rental activity, tax/license status, and application tracking.

Granicus LLC also provides STVR registration with processing applications through the City's website, verifying compliance with all applicable regulations, maintaining an up-to-date registry, coordinating billing, and sharing financial data with the City's Finance Department. Such related services ensure that the data supports GIS/CSV/Excel file exports and the City's outreach/enforcement needs; monitoring of listings; providing outreach and education; notifying hosts of registration, taxes, and compliance requirements; conducting community outreach on the STVR program and complaint procedures; and developing and submitting outreach materials for City approval.

Granicus LLC provides City TOT and fee management through the collection and remittance of taxes/fees electronically. It also assists the Finance Department with pursuing delinquent payments, auditing (as needed), providing monthly financial reports, and reconciling accounts. It also operates a 24/7 complaint hotline and online platform, which enables the public to submit violation evidence (e.g., photos/videos) while also providing enforcement support, monitoring of listings for STVR violations, assisting with the identification and notification of non-permitted operators, and providing data and reports weekly for non-compliant units.The original proposal was chosen over five (5) other proposals.

The selection committee evaluated all proposals, and the highest graded proposer was identified as Host Compliance LLC, by Granicus, and was selected and awarded the contract. Given the robust services Granicus provides, staff recommends extending the contract for STVR administrative services. Section 3.08.280 of the Murrieta Municipal Code outlines competitive bidding procedures, and requirements may be dispensed in circumstances when the City Council finds that adherence to these procedures would be inefficient, impractical, and unnecessary. Without the contract extension, the services described above would either be performed manually by staff, increasing the City's costs to monitor STVR properties, or a new software platform would be needed before the current agreement expires.

FISCAL IMPACT

The total fiscal impact for the third amendment for a three (3) year extension is $42,633.17, which is approximately $14,000 annually. The annual software management fees are based on a set amount per year. As described below and within the two tables on the subsequent page, from November 4, 2025, to November 3, 2026, the pricing is proposed at $12,880.11, and from November 4, 2026, to November 3, 2027, the pricing is proposed at $14,168.13. Lastly, from November 4, 2027, to November 3, 2028, the pricing is proposed at $15,584.93. To view the pricing summary for the years 2025-2028, please refer to Exhibit A of the Third Amendment (Attachment 1).

From a cost perspective, the pricing remains competitive for the services rendered. It should be noted that the original cost was $18,632.50 for the first year. Staff was able to successfully negotiate this lower amount in 2021 to $16,623.48 for the First Amendment subscription period, as the number of listings was not as large as initially modeled by Granicus LLC. Staff was able to leverage this same approach and subsequent savings again for the Second Amendment period, covering $11,709.32 per year for 2022 through 2025.

SUMMARY OF GRANICUS LLC SOFTWARE COSTS TO THE CITY	
Initial 1st Year (2020-2021)	$18,632.50
Amendment 1 (2021-2022)	$16,623.48
Amendment 2 - Year 1 (2022-2023)	$11,709.32
Amendment 2 - Year 2 (2023-2024)	$11,709.32
Amendment 2 - Year 3	$11,709.32
RUNNING TOTAL (PRESENT YEAR) =	**$70,383.94**
Amendment 3 - Year 1 **(Proposed - 2025-**	$12,880.11
Amendment 3 - Year 2 **(Proposed - 2026-**	$14,168.13
Amendment 3 - Year 3 **(Proposed - 2027-**	$15,584.93
PROPOSED TOTAL COST OF AMENDM	**$42,633.17**
OVERALL TOTAL =	**$113,017.11**

ATTACHMENTS

1.Third Amendment to Agreement for Short-Term Vacation Rental Administration Services

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: Third Amendment
Original Agreement Title ("Agreement"): AGREEMENT BETWEEN THE CITY OF MURRIETA AND HOST COMPLIANCE LLC
Agreement Effective Date: October 20, 2020
Agreement Termination Date: November 3, 2028
Consultant Name: Granicus LLC (successor to HOST COMPLIANCE LLC)
Brief Description of Scope of Services ("Services"):
Granicus LLC shall work in partnership with the City to provide professional support services in the implementation and ongoing administration of short-term vacation rental data collection, inventory, permitting, and enforcement, including but not limited to, the following tasks, which are described as follows:

a. Create and maintain a database of short-term vacation rental units,
b. Register short-term vacation rental units,
c. Perform outreach,
d. Manage the payment of all taxes and fees,
e. Assist the City with all enforcement activities,
f. Coordinate with City staff.

Task Details/Deliverables:

a. Create and maintain a database of short-term vacation rental units:
1) Identify the addresses of the properties in the City listed for short-term rentals from all applicable short-term rental websites;
2) Create and maintain a comprehensive inventory of all STVRs and their hosts in the City from all applicable short-term vacation rental websites and other applicable sources. The inventory shall include, but is not limited to, the listing URL, location, host name, property type, room type, maximum occupancy, number of bedrooms, rental frequency, rental rate, minimum/maximum stay, Transient Occupancy Tax (TOT) payments, operator business license status/payment, STVR application status/payment, and identification when the 300 unit citywide cap is reached;
3) Be able to account for buffer limitations with processing/issuance of a permit;
4) Regularly monitor STVR listings and update data accordingly;
5) Create a database with the data that can be exported and analyzed in GIS, CSV, Excel or other program formats or platforms, as specified by the City;
6) Database should be sufficient for the City to use for outreach, monitoring and compliance purposes for STVRs;
7) De-duplicate listings of STVRs across multiple sites;

b. Register short-term vacation rental units:
1) Process applications for short-term vacation rentals units via City website through first-come first-serve basis, or any other process approved by the City;
2) Review applications and verify compliance with all applicable codes, requirements and statutes;

3) Maintain database of all registered STVR units operating in the City;
4) Provide billing, remit information to all hosts, and coordinate with City's Finance Department for related financial information on rental units;

c. Perform Outreach:
1) Notify all hosts operating in the City of Murrieta to register and obtain all required authorizations and permits, pay all required taxes and fees;
2) Perform community outreach regarding the STVR program, program requirements, and hot to register complaints;
3) Develop outreach materials in advance and submit to the City for approval before sharing with the community;

d. Manage the payment of all taxes and fees:
1) Collect, process and submit electronically to the City of Murrieta all taxes and fees;
2) Pursue delinquent payments from hosts;
3) Assist with audits as needed;
4) Provide reports to City's Finance Department for account reconciliation purposes;
5) Provide monthly statistical reports on the volume, amounts, quantities and payment data for STVR units to the City;
6) Other payment management services, as needed;

e. Assist the City with all code enforcement activities:
1) Monitor STVRs for compliance with City codes, requirements and statutes. Prepare and submit weekly to the City a master list of short-term vacation rental units known or suspected to be operating in violation of City codes, requirements, or statutes. Track those STVRs that have been suspended or revoked to ensure they are not re-advertised or used during the prohibition period until permitted or reinstated;
2) Receive, document, and immediately report to the City in relation to STVR units (Code Enforcement and /or Police Department) and provide a weekly summary of all active complaints;
3) Provide staffing for a 24-hour phone number/hotline to register complaints and for relaying/documenting that information to the City's Code Enforcement and/or Police Department;
4) Provide the ability to allow complainants to easily share evidence of alleged STVR ordinance violations or other violations (i.e. video, photo and audio evidence) through technology methods;
5) Notify and track non-registered, unpermitted and/or non-compliant STVR property owners;
6) Assist with other enforcement activities, as needed;

f. Coordinate with City staff:
1) Provide additional reports, metrics, analysis, documentation, and access to online data related to STVRs as required by the City;
2) Participate in meetings (virtual as well) or conference calls with City staff on a periodic basis.

Many of these tasks/deliverables will be accomplished through their various platforms/modules:

Address Identification solution forms the basis of the Granicus platform. It scans over 60 STVR platforms for listings, de-duplicates them, and leverages machine learning and a team of over 200 analysts to identify the addresses of listings.

Mobile Permitting and Tax Collection module provides non-compliant STVR hosts to become compliant with applicable taxes and fees. All hosts in the City of Murrieta can use this platform to remit their Transient Occupancy Tax.

Compliance Monitoring functionality enables monitoring for zoning and permitting compliance, captures detailed information for more advanced compliance monitoring by any number of parameters requested by the City. It also streamlines the mailing and recording of outreach letters to non-compliant STVRs.

Rental Activity Monitoring module leverages industry-leading algorithms and artificial intelligence to help with identifying and reaching out to hosts who fail to report or underreport taxes.

24/7 Hotline provides support for STVR-compliant management for the collection of evidence.

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:

On October 14, 2021, CITY and Host Compliance LLC, entered into a First Amendment to the Agreement, whereby the term was extended through November 3, 2022, and a decrease in the Scope of Work effectively decreased the annual not-to-exceed compensation to $16,623.48, thereby increasing the total not-to-exceed Contract Sum to $35,255.98. On October 18, 2022, CITY and GRANICUS LLC (as the successor to Host Compliance LLC) entered into a Second Amendment to the Agreement for an additional three-year term, whereby the term was extended through November 3, 2025, and the annual not-to-exceed compensation was decreased to $11,709.32, thereby increasing the total not-to-exceed Contract Sum to $70,383.94.

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:

Section 3.1 of the Agreement is hereby amended to read in its entirety as follows:

"The services called for under this Agreement shall be provided by CONSULTANT during the period commencing upon execution of this Agreement and shall continue through November 3, 2028."

3. Compensation for the period of this Amendment shall be in accordance with the updated Granicus Proposal attached hereto and incorporated herein as Exhibit "A". Accordingly, compensation for the period November 4, 2025, until November 3, 2026, shall be in an annual amount not-to-exceed $12,880.11. Compensation for the period November 4, 2026, until November 3, 2027, shall be in an annual amount not-to-exceed $14,168.13. Compensation for the period November 4, 2027, until November 3, 2028, shall be in an annual amount not-to-exceed $15,584.93.

4. The total not-to-exceed Contract Sum for the Agreement and all amendments shall be $113,017.11, as set forth in the table below.

	Annual Not-to-Exceed Compensation
Original Agreement (October 20, 2020 – November 3, 2021)	$18,632.50
First Amendment (November 4, 2021 – November 3, 2022)	$16,623.48
Second Amendment (November 4, 2022 – November 3, 2023)	$11,709.32
Second Amendment (November 4, 2023 – November 3, 2024)	$11,709.32
Second Amendment (November 4, 2024 – November 3, 2025)	$11,709.32
Third Amendment (November 4, 2025 – November 3, 2026)	$12,880.11
Third Amendment (November 4, 2026 – November 3, 2027)	$14,168.13
Third Amendment (November 4, 2027 – November 3, 2028)	$15,584.93
TOTAL NOT-TO-EXCEED CONTRACT SUM	**$113,017.11**

5. All other conditions of the Agreement shall continue in full force and effect.

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT: GRANICUS LLC

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:

EXHIBIT "A"

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Address Identification	Annual	71 Rental Listings	$2,343.00
Mobile Permitting & Registration	Annual	71 Rental Units	$5,499.66
24/7 Hotline	Annual	71 Rental Units	$937.20
Compliance Monitoring	Annual	71 Rental Units	$1,757.25
Rental Activity Monitoring	Annual	71 Rental Units	$2,343.00
Tax Collection	Annual	1 Each	$0.00
		SUBTOTAL:	**$12,880.11**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	04 Nov 2026 - 03 Nov 2027	**04 Nov 2027 - 03 Nov 2028**
Address Identification	$2,577.30	$2,835.03
Mobile Permitting & Registration	$6,049.63	$6,654.59
24/7 Hotline	$1,030.92	$1,134.01
Compliance Monitoring	$1,932.98	$2,126.27
Rental Activity Monitoring	$2,577.30	$2,835.03
Tax Collection	$0.00	$0.00
SUBTOTAL:	**$14,168.13**	**$15,584.93**

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance.
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint

Solution	Description
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Rental Activity Monitoring	Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-446146 dated 06 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Murrieta, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Lea Kolek, Parks and Community Service Manager

SUBJECT:
First Amendment to the Murrieta National Little League Hunt Field Lease Agreement

RECOMMENDATION

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

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

PRIOR ACTION/VOTE

On June 5, 2001, the City Council approved the Purchase Agreement and Escrow Instructions for the Murrieta Community Center, formerly known as Town Hall, and the ancillary property around the building that includes Hunt Field (Vote: 5-0).

On February 7, 2006, the City Council approved a lease agreement between Murrieta National Little League and the City of Murrieta for the use of Hunt Field located at 41810 Juniper Street (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

In 2001, staff negotiated the terms of the purchase of the Murrieta Community Center, previously known as Town Hall. The board for the Town Association, the entity that sold the land to the City of Murrieta (City), requested that Murrieta National Little League (MNLL) be permitted exclusive use of Hunt Field for the first five (5) years of the transfer of ownership, with first right of refusal thereafter, the option for renewal of the lease every five (5) years, and concluding with the term in 2015.

The following is a summary of the provisions of Amendment No. 1 of the MNLL Lease Agreement:

- Extends the lease term by 15 years, retroactively from November 22, 2015, through November 22, 2030.
- Updates Section 7 (Term) to reflect a total lease duration of 25 years, with continued five (5) year renewal options.
- Replaces Section 11 (Insurance) to require:
    - $1,000,000 minimum liability coverage per occurrence
    - Secondary accidental injury insurance for all participants and field users
    - City named as additional insured with 30-day notice for any coverage changes; and
    - Affirms the original agreement remains in full force and effect, with no lapse in term or obligations.
- Confirms no material defaults by either party at this time and that there have been no prior modifications to the agreement.
- Acknowledges adequate consideration received by both parties for the amendment.
- Authorizes execution by duly empowered representatives of both the City and MNLL.
- Allows counterpart signatures, treating all versions as part of a single binding document.

FISCAL IMPACT

There is no direct fiscal impact associated with Amendment No. 1. The lease extension and updated insurance provisions reflect mutual agreement and adequate consideration between the City and MNLL. All operational costs and responsibilities remain consistent with the original lease terms.

ATTACHMENTS

1. 2006 Lease Agreement with Murrieta Little League
2. Amendment No. 1 to Lease Agreement with Murrieta Little League

LEASE AGREEMENT PERTAINNING TO THE USE OF HUNT FIELD LOCATED AT 41810 JUNIPER STREET, MURRIETA, CALIFORNIA FOR BASEBALL PURPOSES

THIS AGREEMENT is hereby made and entered into by and between the **CITY OF MURRIETA** (hereinafter "City"), a municipal corporation and **MURRIETA NATIONAL LITTLE LEAGUE,** a non-profit organization (hereinafter "**MNLL**"), a California non-profit corporation, jointly hereinafter the "Parties".

RECITALS

WHEREAS, the City owns certain parcels located at 41810 Juniper Street, Murrieta, California, and

WHEREAS, MNLL desires to utilize a portion of the aforesaid lots for baseball related purposes: and

WHEREAS, the City and MNLL desire to enter into a Lease Agreement for a portion of the aforesaid lots upon which MNLL will maintain the baseball fields and related appurtenances and utilize said baseball fields related to its operation as Murrieta National Little League.

NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATION RECITED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. That the foregoing recitals are true and correct and are hereby incorporated herein.

2. Site Location. MNLL shall be entitled to utilize approximately one (1) acre of those lots designated at 41810 Juniper Street for those activities relating to baseball games, practices, field maintenance and repair, vandalism repair and graffiti removal. Additional construction of all associated facilities shall conform to the guidelines approved by the City, and shall comply with all applicable ordinances and laws. The location of the baseball fields and the aforecited appurtenances is more specifically shown in Exhibit "A" attached hereto and made a part hereof. Prior to

commencement of any construction, MNLL shall submit all plans and specifications to the City for its review and written approval. All such construction and structure shall comply with all applicable ordinances and laws.

3. Access to the Site. Pedestrian access to the Site shall be from Adams Avenue, Juniper Street and/or Plum Street. Vehicle parking shall be in designated stalls on Adams Avenue, Juniper Street or Plum Street in the parking lot for the Community Center Facility or along the aforementioned streets.

4. Funding, Improvements and Remodeling for the Baseball Fields and Appurtenances. MNLL shall be solely responsible for all costs associated with additional construction, remodeling, improvements and operation for the baseball fields and appurtenant facilities.

5. Consideration. As consideration for the operation of the baseball program, the City shall lease the Site to MNLL at no cost except for those charges relating to the electric usage of the Site, including ball field lighting as well as those costs associated with the concession stand. CSD staff shall invoice MNLL monthly based on the readings provided by Southern California Edison.

6. Site Maintenance and Utilities. MNLL shall be responsible for all on-site maintenance and electrical costs for the baseball fields and facilities. Any and all material and equipment required for the operation of the baseball program shall be supplied entirely by MNLL.

MNLL shall be responsible for the repair of damages to the fields or facilities and for general ongoing maintenance, including the repair of irrigation lines. Additional landscape design and materials shall be submitted to the City in advance of any construction and shall be required to be approved in writing by the City.

7. Term. The term of this Agreement shall commence upon execution and remain in effect for ten (10) years, concluding with the 2015 MNLL baseball season, and may be extended in

five (5) year increments thereafter. This Agreement may be terminated by either party hereto upon a minimum of thirty (30) days written notice.

8. Subcontracting and Assignment. The experience, knowledge, capability and reputation of MNLL are partial consideration for this Agreement. MNLL or its designated Maintenance Contractor shall not contract with any other person or entity to perform in whole or in part any construction or operation contemplated by this Agreement without prior written approval of the City. Neither this Agreement, nor any right, entitlement or obligation hereunder may be transferred, signed, conveyed, delegated, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

9. Use of the Baseball Fields by the City. The City shall be entitled to utilize the baseball fields during the off-season. The park, in the off-season, shall remain passive. No other sports organizations shall be allowed to use the Site. During said periods of use, the City shall assume liability for any damage to the fields or facilities and shall indemnify and hold harmless MNLL pursuant to Section 12 of this Agreement.

10. Insurance. MNLL shall procure and maintain, at its cost, comprehensive general liability and property damage insurance against all claims for injuries against persons or damages to property resulting from the acts or omissions of MNLL or any of its agents, representatives, members, guests, or invitees arising out of or related to this Agreement and/or the operation of the baseball fields. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice by certified mail to the City. A certificate or certificates evidencing the foregoing and naming the City as an additional insured shall be delivered to and approved by the City prior to commencement of construction and/or the exercise of any of the rights conferred hereunder. The

procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of MNLL's obligation to indemnify the City and its agents and employees. The amount of comprehensive general liability and property damage insurance required hereunder shall be no less than $1,000,000.00 per occurrence. Secondary accidental injury insurance shall be secured by MNLL and provided for every baseball participant, coach and all other individuals utilizing the baseball fields.

11. Indemnification by MNLL. MNLL shall hold harmless, indemnify and defend at MNLL's sole expense, the City, its officers, agents, representatives and employees from and against any claims, damage or liabilities (whether bodily injury, including death, and/or property damage), including attorney fees, loss, cost or expense to the extent arising or alleged to arise out of or resulting form performance of this Agreement or the operation of the baseball fields, or the exercise of the rights created by the Agreement.

MNLL shall also defend, indemnify and hold harmless, the City, its officers, employees, agents and representatives from and against any claims, damages, liability, loss, cost or expense, including actual attorney fees, which arise out of the construction work performed by MNLL, or from any acts or omissions, negligent or intentional, of MNLL.

12. Indemnification by City. The City shall defend, indemnify and hold MNLL, its officers, agents, employees, and independent contractors free and harmless from any claim or liability based or asserted upon any act or omission of City, its officers, agents, employees, subcontractors, and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement or arising out of the utilization by the City of the Site pursuant to Section 9 of this Agreement.

13. Miscellaneous Conditions.

i. Name of Facility. That portion of the Site located at 41810 Juniper Street, Murrieta, California and utilized by MNLL is named Hunt Field.

ii. It is understood that a County of Riverside Health Department Permit is required should hot or cooked food be sold on the Site. A copy of said Permit shall be submitted to the Murrieta Community Services Department.

iii. MNLL players utilizing these fields are four (4) to fourteen (14) years old.

14. Severability. In the event that any one or more of the phases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder, 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.

15. Notices. Any notice, demand, request, document, consent, approval or communication any Party desires, or is required to give to any other Party or any person, shall be in writing and either served personally or sent by prepaid, first class mail, unless provided otherwise as follows:

CITY OF MURRIETA:

City Manager
City of Murrieta
26442 Beckman Court
Murrieta, California 92562

MURRIETA NATIONAL LITTLE LEAGUE:

Murrieta National Little League, President
Post Office Box 1166
Murrieta, California 92564

Each 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 as provided in this Section.

16. Integration and Amendment. No oral Agreements between the parties hereto affecting this Agreement are in existence, and this Agreement supercedes and cancels any and all previous negotiations, arrangements, Agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

17. Execution of Authority. The persons executing this Agreement on behalf of each Party 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 this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date stated below for execution.

CITY OF MURRIETA

By: _____
Mayor - OR - CITY MANAGER

Date: 2/7/06

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

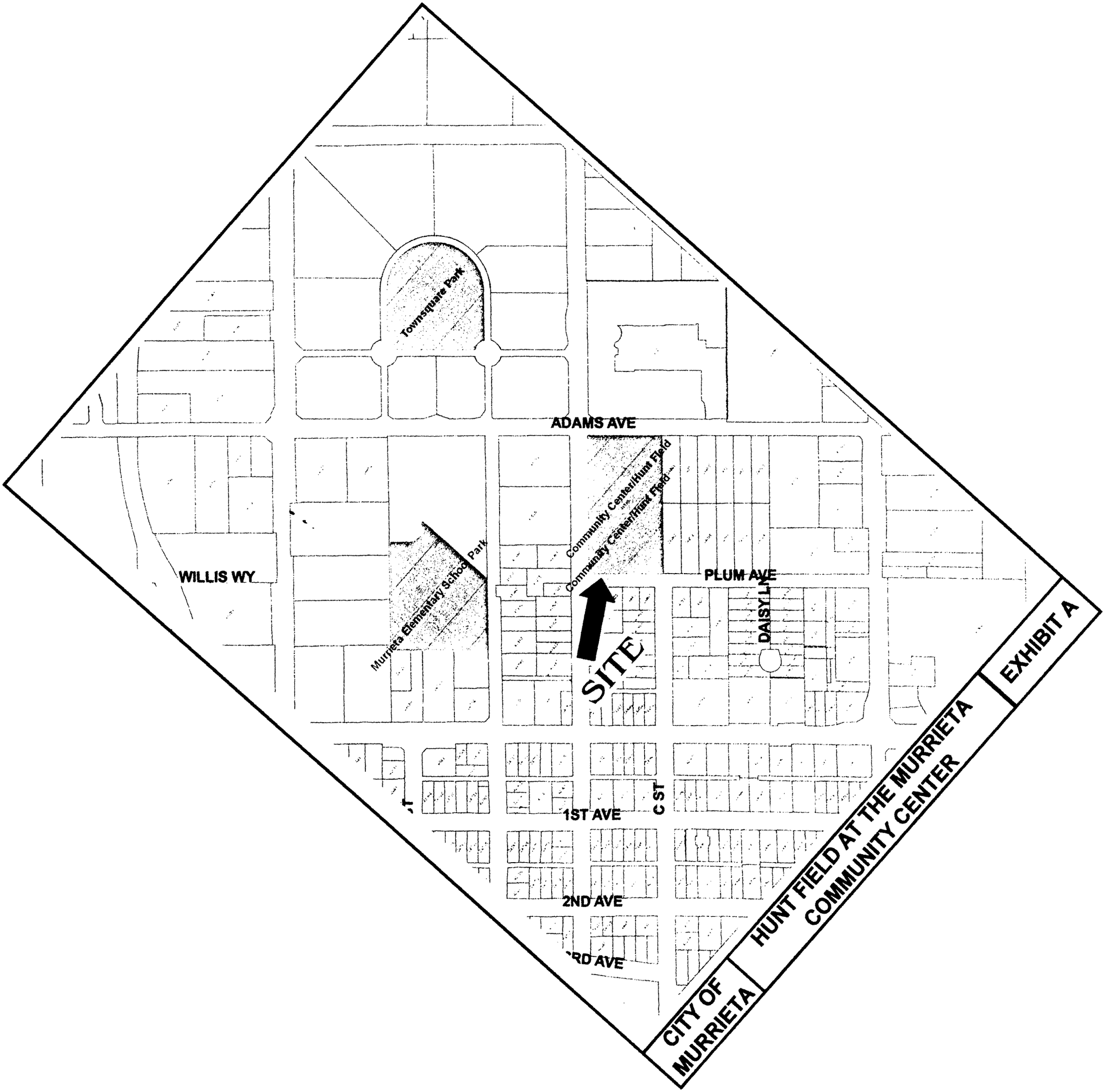
_____
City Attorney

MURRIETA NATIONAL LITTLE LEAGUE
Post Office Box 1166
Murrieta, California 92564

By: _____

Title: President

Date: 11/22/05


Townsquare Park
ADAMS AVE
Community Center/Hunt Field
Community Center/Hunt Field
WILLIS WY
Murrieta Elementary School Park
PLUM AVE
DAISY LN
SITE
1ST AVE
C ST
2ND AVE
RD AVE
CITY OF MURRIETA
HUNT FIELD AT THE MURRIETA COMMUNITY CENTER
EXHIBIT A


Townsquare Park
ADAMS AVE
Community Center/Hunt Field
WILLIS WY
Murrieta Elementary School Park
PLUM AVE
DAISY LN
SITE
1ST AVE
C ST
2ND AVE
CITY OF MURRIETA
HUNT FIELD AT THE MURRIETA COMMUNITY CENTER
EXHIBIT A

CITY OF MURRIETA

February 28, 2006

Mr. Doug Lowe, President
Murrieta National Little League
Post Office Box 1166
Murrieta, CA 92564

Dear Mr. Lowe:

Enclosed please find your executed Lease Agreement Pertaining to the Use of Hunt Field.

If you have any questions, please feel free to contact Kay Vinson, City Clerk, on 461-6030.

Sincerely,

Kathy Savala
Minutes Clerk

/kms
Enclosure

AMENDMENT NO. 1

TO LEASE AGREEMENT PERTAINING TO THE USE OF HUNT FIELD LOCATED AT 41810 JUNIPER STREET, MURRIETA, CALIFORNIA FOR BASEBALL PURPOSES

THIS AMENDMENT NO. 1 TO THE LEASE AGREEMENT ("Amendment No. 1") by and between the CITY OF MURRIETA, a California municipal corporation ("City") and MURRIETA NATIONAL LITTLE LEAGUE, a California nonprofit corporation ("MNLL") is effective as of the 1st day of July, 2025. City and MNLL are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties."

RECITALS

A. City and MNLL entered into that certain Lease Agreement Pertaining to the Use of Hunt Field Located at 41810 Juniper Street, Murrieta, California for Baseball Purposes dated November 22, 2005 ("Agreement"), whereby City agreed to lease approximately one (1) acre of property located at 41810 Juniper Street, Murrieta, CA ("Hunt Field") to MNLL upon which MNLL will maintain and utilize Hunt Field related to its operations as a little league. The Agreement was for a ten (10) year term commencing on November 22, 2005 and ending November 22, 2015, with the option to extend in five (5) year increments thereafter.

B. City and MNLL now desire to amend the Agreement to extend the term by fifteen (15) additional years, from November 22, 2015 until November 22, 2030, effective retroactive to November 22, 2015.

TERMS

As of the effective date of Amendment No. 1, the Agreement is amended as provided herein.

1. Section 7, Term, is hereby amended to read as follows (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language):

> "The term of this Agreement shall commence upon execution and remain in effect for ***twenty-five (25)*** ~~ten (10)~~ years, concluding with the ***2030*** ~~2015~~ MNLL baseball season, and may be extended in five (5) year increments thereafter. This Agreement may be terminated by either party hereto upon a minimum of thirty (30) days written notice."

2. Section 11, Insurance, is hereby replaced to read as follows(~~strikethrough~~ represents deleted language while ***bold italics*** represents added language):

> "MNLL shall procure and maintain, at its cost, comprehensive general liability and property damage insurance against all claims for injuries against persons or damages to property resulting from the acts or omissions of MNLL or any of its agents, representatives, members, guests, or invitees arising out of or related to this Agreement and/or the operation of the baseball fields. Such insurance shall be kept

in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice by certified mail to the City. A certificate or certificates evidencing the foregoing and naming the City as an additional insured shall be delivered to and approved by the City prior to commencement of construction and/or the exercise of any of the rights conferred hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of MNLL's obligation to indemnify the City and its agents and employees. The amount of comprehensive general liability and property damage insurance required hereunder shall be no less than $1,000,000.00 per occurrence. ***If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.*** Secondary accidental injury insurance shall be secured by MNLL and provided for every baseball participant, coach and all other individuals utilizing the baseball fields"

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and MNLL each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement as though the Term was not expired as of the dates the Parties executed this Amendment No. 1, and the Parties agree to treat the Agreement as though there are no gaps in the Term commencing the effective date of the Agreement through November 22, 2030. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

MNLL represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, MNLL is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. **Authority.** The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said Party, (iii) by so executing this

Amendment No. 1, such Party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound.

7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

8. **Electronic Execution.** This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third-party service providers such as Adobe Sign and DocuSign.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY: CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany J. Israel, City Attorney

MNLL: MURRIETA NATIONAL LITTLE LEAGUE, a California nonprofit corporation

By: _____
Name: John Ritter
Title: MNLL President

By: _____
Name: Jen Tahl
Title: MNLL Treasurer
Address: P.O. Box 1166
Murrieta, CA 92564

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Cynthia Rockwell, Purchasing and Contracts Coordinator

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

RECOMMENDATION

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

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On April 7, 2009, the City Council adopted Resolution No. 09-2226 approving the Agreement with Magis Advisors for Financial Advisory Services (Vote: 5-0).

On October 21, 2014, the City Council adopted Resolution No. 14-3304 approving the Agreement with First Southwest Company for Financial Advisory Services (Vote: 4-0).

On June 2, 2020, the City Council adopted Resolution No. 20-4258 approving an Agreement with Fieldman Rolapp & Associates for Financial Advisory Services (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

A municipal financial advisor is a professional consultant who advises and assists the City of Murrieta (City) in formulating and executing its debt financing plans and managing relationships with investors, credit providers, and credit rating agencies.

The City partners with a municipal financial advisor to receive comprehensive financial advice on an as-needed basis. A municipal financial advisor must maintain an expert level of knowledge regarding the City's debt portfolio, business operations, and financial condition. Periodically, the City seeks financial advice on

matters including formulating and executing debt financing plans, issuance of bonds, formation and refunding of Community Facilities Districts (CFD), and identifying strategic and alternative debt strategies that are most advantageous for the City. The City also engages its financial advisory team to provide the following services:

- Provide independent advice and serve solely in the best interest of the City;
- Assist with bond issuance or refunding transactions, and develop a bond team to include, but not limited to, bond counsel, underwriter, and market absorption and appraisal consultants for bond issues;
- Coordinate and facilitate meetings with the bond team;
- Attend meetings with staff, City Council, developers, and underwriters as needed;
- Identify debt strategy alternatives, including debt restructuring options, and recommend debt issuance strategies for both timing and structure of debt issuance;
- Provide advice on the financing of debt, including an evaluation of the most effective and appropriate financing for projects under consideration;
- Assist with the creation of sound financial policies regarding the issuance of and refunding of debt and the City's debt capacity;
- Assist with presenting the City's financial condition to credit rating agencies to maintain the best possible credit rating; and
- Be available on a regular basis for consultation with City staff and provide other financial advisory services as requested.

Request for Proposal Process

The City has received professional municipal financial advisory services from Fieldman Rolapp & Associates since 2020. This agreement expired on May 31, 2025. In anticipation of the expiration of its agreement with its current municipal advisor, on May 27, 2025, the City of Murrieta Finance Department issued a Request for Proposal for municipal financial advisory services and received five (5) proposals in response. The five (5) firms that responded are listed below, in alphabetical order:

1. Columbia Capital Municipal Advisors
2. CSG Advisors
3. Fieldman Rolapp & Associates
4. Kosmont Financial Services
5. Urban Futures Inc.

The proposals were reviewed and evaluated by a selection committee comprised of the City's Director of Finance, Finance Manager, Accounting Supervisor, and Purchasing and Contracts Coordinator. The selection committee evaluated each proposal based on the following criteria:

- Proper submission and completeness of proposal;
- Demonstrated understanding of the requested services;
- Experience, and past performance;
- Qualifications of assigned personnel;
- Cost-effectiveness of the fees charged; and
- Reference checks.

The selection committee conducted virtual and in-person interviews with the four (4) highest-scoring firms. After reviewing and considering each proposal and interviewing representatives of each firm, the panel members unanimously agreed that Urban Future, Inc., would best meet the city's municipal advisory service's needs.

Urban Futures, Inc.

Urban Futures, Inc. has been in business since 1972, employs eighteen (18) Series-50 licensed municipal advisors, one (1) Series-54 Principal, and has served over 300 public agencies across California. Urban Futures, Inc. possesses extensive and local experience with bond issuance and CFD formation for agencies within our region, while also offering the most competitive fee schedule and hourly rates out of all responding firms. The strengths of this firm have been identified to best align with the City's current and future objectives.

FISCAL IMPACT

There is no immediate fiscal impact on the General Fund for these services. The fiscal impact of this agreement is based on as needed service. The cost of bond financing on behalf of the City is $40,000 and CFD formation is a not-to-exceed fee of $5,000 to $10,000 depending on the scope of the engagement. Bond issuance and district formation on behalf of a developer will be recovered through the cost of issuance when bonds are sold. Therefore, there is no cost to the City. Additional work other than bond issuance or district formation is charged to the City at an hourly rate as defined in the cost schedule reflected in Exhibit C-1 of the attached agreement.

ATTACHMENTS

1. Professional Service Agreement with Urban Futures, Inc
2. Proposal

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

Project Name/Description ("**Project**"):Municipal Financial Advisory Services

Contract Number:

Consultant Name ("**Consultant**"):Urban Futures, Inc.

Consultant Business Type:Corporation

Consultant Address:1470 Maria Lane, #315, Walnut Creek, CA. 94596

Consultant Representative Name and Title ("**Consultant Representative**"):Michael Busch, Chief Strategy Officer

Consultant Representative Work Phone and Email:(714)923-3541, michaelb@urbanfuturesinc.com

Termination Date:August 30, 2028

Total Not-To-Exceed Contract Amount ("**Contract Sum**"):N/A

City Department Contact ("Department Contact"):Javier Carcamo, Director of Finance

Department Contact Work Phone and Email:(951) 461-6090, JCarcamo@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 on an on-call basis as more further set forth herein.

The City circulated a Request for 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) Consultant shall follow the highest professional standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Consultant shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Consultant shall not commence work until an Task Order is issued by the City authorizing the Consultant to perform such work.

1.2 Consultant's Proposal. The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

1.6 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

1.7 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation or upon a Task Order, as well as approved by City in advance.

2.2 Invoices. Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

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

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

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

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

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Department Contact for City. The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

4.3 Approvals from City. City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement.

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

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

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

5.2 <u>Indemnification.</u>

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

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

7.3 Default of Consultant and Opportunity to Cure. In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.8 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

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

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

8.1 **Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

9.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 No Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

9.7 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Effective Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT "A"

SCOPE OF SERVICES

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

As needed municipal financial advisory services as outlined in Exhibit A-1

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

A. Each task shall be indicated by a written request ("**Task Order")** produced by the Department Contact with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Department Contact shall in writing approve, modify or reject the Task Proposal, and may issue a Task Order.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Department Contact by the Task Completion Date.

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

To be discussed on a per-project or as-needed basis.

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

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

See Exhibit A-2

4.1 SCOPE OF WORK

The scope of services is to provide financial advisory services on an as-needed basis and may include services related to the issuance of bonds, formation, maintenance, and dissolution of community facilities districts. Services include, but are not limited to:

1. Provide advice on the financing of debt, including an evaluation of the most cost-effective and appropriate financing for the project under consideration.

2. Identify debt strategy alternatives, including debt restructuring options, and recommend debt issuance strategies for both the timing and structure of debt issuance.

3. Assist with forming a financing team, including the underwriter, appraiser, trustee, special tax consultant, and absorption study consultant, to complete the necessary functions for forming community facilities districts (CFD).

4. Schedule and coordinate, with bond counsel, the debt issuance process.

5. Assist in evaluating potential underwriters for a negotiable sale, direct placement, or a competitive sale.

6. Assist the City's finance team in sizing and structuring of bond sales done on a competitive or negotiated basis, prepare credit presentations, determine maturing schedules, establish syndicate and closing procedures, and any other matters which may assist the City in obtaining the lowest practical interest cost and the widest competition for purchase of its obligations.

7. Assist bond counsel in the preparation of the official statement.

8. Attend meetings with staff, the City Council, developers, underwriters, and others related to potential bond issues as needed.

Be available on a regular, sometimes same-day, basis for consultations with City staff. Provide other financial advisory services as requested.

4.2 MEETINGS

Proposer will attend meetings requested by and or approved by the CITY on an hourly rate. The rates charged shall be consistent with those listed in the proposal.

4.3 PAYMENT OF INVOICE

Payment shall be made monthly with the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverables, and the name of the individual performing the services. The Proposer shall not be reimbursed for any travel or per diem expenses. All other expenses shall be approved by the Project Manager before they are incurred. Travel time is not billable.

Personnel

Please provide the names, role, background, experience, office location, and availability of all key personnel who would be assigned to the City's account. Identify the primary person(s) responsible for managing the relationship and the person(s) responsible for the implementation of services.

For the scope of services outlined in the RFP, **Michael Busch** will serve as the primary contact and will have overall responsibility for client service delivery; **Branden Kfoury** will serve as transaction manager, and will provide day-to-day coverage to the City team. Mr. Busch and Mr. Kfoury have extensive experience assisting cities in Southern California with the execution of large scale CFD programs, general fund financings, tax increment financings, and other economic development assignments. In addition, **Wing-See Fox**, the firm's Series 54 Principal, and **Gabrielle Dawson**, Associate, will be available to provide additional municipal advisory support and resources, as needed. For additional services outside of traditional municipal advisory work, **Jim Morris**, Managing Director of the UFI Public Management Group, will be available to offer expertise in financial forecasting and fiscal sustainability studies. Provided below is a summary of the assigned team and capabilities. Professional resumes for the primary assigned staff and additional support staff available to assist the City are included in Appendix A.

UFI Team – Municipal Advisory Team Biographies

Day-to-day Coverage Team

Michael Busch, Chief Strategy Officer| (714) 923-3541



Role: Financing Strategy/Primary Contact
Office Location: Southern California
Experience: Michael is an accomplished municipal executive and public finance professional who has helped manage several public agencies as an assistant city manager and finance director. Through his leadership of UFI and engagement with professional organizations, Michael helps cities, special districts, and nonprofits across the State of California identify emerging trends, engage in critical policy issues, exchange proven practices, and advance their missions through sound fiscal and operational policy. During his 18-year tenure with UFI, numerous public agencies have engaged Michael as both a strategic consultant and municipal advisor based on his public finance expertise and broad understanding of fiscal and economic development issues affecting the public sector. Michael has worked on over $5 billion in tax-exempt and taxable debt, including lease revenue bonds/COPs, water/wastewater revenue bonds, TABs, CFD and assessment district bonds, and New Market Tax Credits. In addition, Michael has extensive expertise linking sound fiscal management practices with economic development objectives resulting in the delivery of high priority projects.

Branden Kfoury, Director | (714) 923-3560



Role: Transaction Manager/Day-to-day coverage
Office Location: Southern California
Experience: Branden Kfoury joined Urban Futures in 2019. He has worked on a variety of debt offerings for cities and special districts in California including, but not limited to utility revenue bonds, general obligation bonds, lease revenue bonds, CFD and assessment district bonds, as well as tax allocation bonds. Mr. Kfoury has extensive experience in all aspects of the bond financing process and excels at providing value-added debt structuring, credit and quantitative analysis. Since joining UFI, Mr. Kfoury has assisted with financing and consulting assignments for the Cities of Encinitas, Ontario, Oceanside, Azusa, Fullerton, Pasadena, and Menifee. Previously, Mr. Kfoury worked as a Senior Associate at Fieldman, Rolapp & Associates where he supported the firm's city and special district clients. Mr. Kfoury has held prior roles in public finance investment banking, bond insurance, as well as in the technology industry.

Additional Municipal Advisory Resources

Wing-See Fox, Managing Director | (650) 503-1500



Role: Series 54 Principal

Office Location: Northern California

Experience: Wing-See Fox is the Series 54 Municipal Advisor Principal of UFI and leads the Public Finance Group. Wing-See has over a decade of experience in the fields of municipal advising, public finance, and municipal securities. She has worked on over $3 billion in municipal debt offerings for various credits, including general obligation bonds for cities and special districts. Wing-See focuses on California cities and excels in transaction management, credit analysis, developing funding alternatives, and structuring bond transactions to meet the needs of the issuer while maximizing credit strength and marketability to investors. Prior to joining UFI in 2017, Wing-See worked as a public finance investment banker. She is an active member of the Northern California Chapters of Women in Public Finance (WIP) and Asian Americans in Public Finance (AAPF) as well as CSMFO. Wing-See received an MBA from Columbia Business School, MSW from Columbia University School of Social Work, and BA from Stanford University. Her current and recent clients include the Cities of Victorville, Oceanside, Goleta, Watsonville, Cosumnes CSD, Atascadero, and Manteca.

Gabrielle Dawson, Associate | (650) 503-1500



Role: Quantitative and Transaction Execution

Office Location: Northern California

Experience: Gabrielle Dawson joined Urban Futures in 2024. Gabrielle's responsibilities include providing general client support for cities, special districts, and water districts. Before joining the firm, Ms. Dawson worked as an Analyst on the Infrastructure Public Finance Investment Banking team at Morgan Stanley and at Montague DeRose and Associates. She has worked on a variety of debt offerings for states, cities, water and wastewater districts, school districts, and transportation on the West Coast. Her experience includes taxable and tax-exempt general obligation bonds, lease revenue bonds, and water revenue bonds in California. She graduated from Northeastern University with a Bachelor of Science degree in Business Administration with a major in Finance and a minor in Law and Public Policy.

PMG Group – Financial Forecasting/Consulting Services

James P. Morris, Managing Director



Role: PMG Financial Forecasting/Consulting Lead

Office Location: Southern California

Experience: Jim Morris has over twenty years of experience working in the fields of financial analysis, municipal law and public agency governance. He specializes in assisting cities and special districts in the areas of long-term forecasting, fiscal stabilization and financial sustainability planning. His recent engagements include engagements for the Cities of Alameda, Culver City, Pomona and South San Francisco. Prior to joining UFI, Jim worked with the City of San Bernardino where he was tasked with successfully winding-down San Bernardino's former redevelopment agency, acknowledged as one of the most complex redevelopment dissolutions in the State of California. He was also a key advisor and strategist for the city's bankruptcy team on various organizational and fiscal restructuring matters, and drafted the strategic plan component for San Bernardino's municipal bankruptcy plan of adjustment. Jim began his professional career as a public law attorney with Best & Krieger LLP, where he served as Assistant City Attorney for the cities of Corona and Ontario, and General Counsel for Western Municipal Water District. He is a graduate of Dartmouth College and received both a Juris Doctorate and Master of Urban Planning from UCLA.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for all Services during the entire term of this Agreement shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

IV. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.

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

Exhibit C-1

Section C – Fees and Costs

Please provide a clear, and detailed fee schedule with fixed, and fully-loaded hourly rates for the services identified in Section IV, 4.1.
Proposer shall also provide a fee schedule for possible additional services not listed in Section IV, 4.1.

For municipal advisory financing assignments, UFI proposes a fee of **$40,000** per bond financing. Our fees for municipal advisory services are contingent upon closing and exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed $2,500 on any transaction.

UFI is also available for as-needed services on an hourly basis for research, analysis, CFD formations, Capital Improvement Program funding planning, and development of funding options and recommendations. For CFD formations, our typical not-to-exceed fee is $5,000 to $10,000 depending on the scope of the engagement. Below are the hourly rates of proposed positions.

UFI's Hourly Fee Schedule	
Chief Strategy Officer	$325
Managing Director/Director	$300
Associate/Analyst	$175

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

N/A

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

EXHIBIT E

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

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

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

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

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

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

City of Murrieta

Proposal for

Municipal Financial Advisory Services

Urban Futures, Inc.

May 27, 2025



Public Finance | Public Management |Analytics & Compliance

Cover Letter

Include the name of the firm and the primary business address. The letter should also include the name, telephone number, and e-mail address of the person(s) authorized to represent the Proposer and to whom any correspondence should be directed.

Provided below is contact information for the firm and principal contacts:

Name of the Firm: Urban Futures, Inc.

Primary Address:
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596

Primary Contacts:
Michael Busch, Chief Strategy Officer
Office: (714) 923-3541
E-mail: michaelb@urbanfuturesinc.com

Branden Kfoury, Director
Office: (714) 923-3560
E-mail: brandenk@urbanfuturesinc.com

Table of Contents

Section A - Letter of Transmittal 1
Section B – Financial Advisory Services to Public Sector 1
Firm Overview 1
Experience 2
Legal Actions 5
Personnel 6
References 10
Section C – Fees and Costs 11
Section D - Technological Controls & Cybersecurity 11
Section E - Additional Services 12
Section F - Compensation and Reimbursement 13
Appendix A: Professional Resumes – UFI Team Members 15
Appendix B: Vendor Information Form & W-9 21

Section A - Letter of Transmittal

May 27, 2025

Javier Carcamo, Director of Finance
City of Murrieta
1 Town Square
Murrieta, CA 92562

Re: Urban Futures, Inc. – Request for Proposals - Municipal Financial Advisory Services

Dear Mr. Carcamo:

Urban Futures, Inc. (UFI) is pleased to submit this proposal to the City of Murrieta (the City) for the purpose of providing objective and independent municipal advisory services to the City. As one of California's leading municipal advisory firms, we believe we are uniquely positioned to provide the City with a high level of service from an experienced team of California-based professionals.

Since the mid-1980s, Murrieta has experienced significant growth, expanding from a population of 2,500 in 1980 to 109,177 today. Once among the fastest-growing areas in California, the City continues to experience significant residential and commercial development, supported by thoughtful capital investment and long-term planning. We understand that as the City grows, it faces the dual challenge of meeting infrastructure demands while maintaining fiscal responsibility. Our team is well-versed in supporting cities like Murrieta, and we are prepared to offer tailored, strategic municipal advisory services that align with the City's development goals, financing needs, and long-term vision. The following is a summary of our distinguishing expertise and services:

- **#1 Ranked California Municipal Advisor**: UFI has been a leader in providing financial advisory services since 1972 to over 300 public agencies throughout California. ***UFI is ranked as the top financial advisory firm in California over the last 5-year period as measured by the number of transactions completed[1].*** UFI is in the market virtually every week, **advising on more bond sales than any other firm.**
- **Relevant and Local Experience**: Our experience assisting similar mid-size cities in and around Riverside County gives us a firm grasp on the local economic landscape as well as the unique challenges and opportunities faced by Murrieta. We regularly engage with cities in the County to advise on large and diverse CFD programs, public facilities financings, often bridging municipal advisory activities and analysis with in-house consulting engagements leading to successful economic development. Through these assignments, we have gained experience with many large residential and commercial real estate developers and their consultant teams.
- **Experienced Personnel**: The team assigned to the City includes professionals with deep expertise in lease revenue financing, special district formation, CFD financings, credit analysis, and pricing execution for bond sales. UFI's municipal advisors and consultants include a former city finance director/assistant city manager, special district general counsel, public finance investment bankers, and a rating agency analyst, which allows us to offer the City a comprehensive blend of qualifications and resources. With advisors based on Southern California, we are available to meet with the City as often as is necessary to complete upcoming assignments.

[1] Source: SDC Platinum (Thomson Reuters)

- **Technical Competence:** Providing our clients with responsive and high-quality analytical services is central to our corporate mission. Our advisors have extensive financial modeling and credit analysis experience directly related to the types of debt issued by the City. In addition, UFI has extensive experience advocating for our clients through preparing best-in-class rating presentations. Our priority is to help the City execute future financings at the lowest possible cost while maintaining its strong credit position.

Working with the City is very important to us. UFI is committed to dedicating as much of the firm's resources to the City as is necessary, and to completing assignments in a comprehensive and timely fashion. We have read and will comply with all the terms and conditions of the RFP. Thank you very much for your consideration.

Sincerely,



Michael Busch, Chief Strategy Officer
Office: (714) 923-3541
E-mail: michaelb@urbanfuturesinc.com



Branden Kfoury, Director
Office: (714) 923-3560
Email: brandenk@urbanfuturesinc.com

Section B – Financial Advisory Services to Public Sector

Firm Overview

General overview of the firm, governmental client service philosophy, and corporate organization, including identification of the government services unit, location of the corporate office, physical location, hours of operation, and holidays.

UFI IS A TOP-RANKED MUNICIPAL ADVISOR

Since 1972, Urban Futures, Inc. (UFI), has provided municipal advisory services to hundreds of California cities, special districts, redevelopment agencies, counties, schools, community colleges, and non-profits. UFI is registered as an Independent Registered Municipal Advisor (IRMA) with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC). UFI is structured as a C-Corporation, and is headquartered in Walnut Creek, California. We maintain regular business hours and observe all Federal holidays.



**Source: SDC Platinum, Equal to each manager*

UFI combines a top-ranked municipal advisory practice with a financial consulting practice that has decades of public finance and executive-level government experience. Clients engage our firm to provide a range of services, including municipal advisory assignments for debt issuance across a multitude of credits, capital funding analysis and preparation of finance plans, and non-municipal advisory services including post-issuance compliance financial forecasting, tax and revenue analysis, and development of fiscal strategies.

Our firm has 22 employees, 18 of whom are Series-50 licensed municipal advisors, including 7 based in Southern California. For the scope of services outlined in the RFP, professionals from our **Public Finance Group** will be assigned to provide municipal advisory services to the City. UFI provides additional services, including financial forecasting and fiscal assessment tools via our **Public Management Group**, and continuing disclosure services through our **Compliance and Analytics Group**. A description of the three main UFI divisions is provided below:

Public Finance Group **("PFG")** provides municipal advisory services, debt analysis, financing plans, and access to capital markets for various transaction types, including Community Facility Districts, Enterprise Revenue Bonds, General Obligation Bonds, Tax Increment financings, Real Property Leases, Equipment Leases, and Pension Obligation Bonds, as well as Public Private Partnerships (P3), and Enhanced Infrastructure Financing Districts (EIFDs). We help staff evaluate and implement various financing options for priority projects (including bonds, revolving lines of credit, and State and Federal loan programs) and refinancing opportunities. This group includes Isom Advisors, a division of UFI, that specializes in education financing.

Public Management Group[2] **("PMG")** provides in-depth and insightful analysis of our client's financial history and current position, revenue and expense structures, long-term liabilities and risks, and fiscal outlook through the use of custom financial models, long-term forecasts, and fiscal assessment tools that integrate a wide variety of econometric, financial and demographic data with key metrics, benchmarks and best practices. More importantly, the diversity and experience of our PMG team enables UFI to transform the financial data and analysis into actionable management information, reports and plans that provide specific recommendations, and strategies supported by the analytics that help our clients achieve their goals and objectives.

[2] Non-Municipal Advisory Service

Analytics and Compliance Group[1] provides services related to post-issuance compliance, including continuing disclosure, arbitrage rebate, and CDIAC reporting compliance.

CLIENT SERVICE PHILOSOPHY

We are committed to upholding the highest standards of integrity, professionalism, and transparency in every aspect of our work. Our philosophy centers on a client-focused approach that prioritizes the long-term fiscal health of the cities we serve. We understand the critical role our advisory services play in helping cities execute their financing objectives, and we approach each project with the utmost responsibility and care.

As your municipal advisor, UFI will serve in a fiduciary capacity—providing objective, unbiased advice based solely on the City's best interests. We actively seek to avoid conflicts of interest, ensure that all relevant information is shared openly, and hold ourselves accountable for the outcomes of our work. Our municipal advisors undergo annual compliance training to ensure we are well-versed in best practices and current regulatory requirements. ***In our 53 years of providing municipal advisory services, successfully closing thousands of transactions with hundreds of California public agency clients, UFI has never been subject to litigation by one of its clients or subject to an audit finding by the SEC or MSRB***. The trust we have built over five decades of honorable service has provided many of our staff with opportunities to serve in leadership roles of several professional associations, non-profit boards and we remain the go-to firm for clients with the greatest need for strong financial advisory services and transactional leadership.

We are driven by our passion for making a positive impact in California local communities, and it is rewarding to play a supporting role in serving the essential missions of our clients and finance critical infrastructure. ***We deliver results by taking a deep dive into the complexity of financial challenges and opportunities cities face, developing innovative strategies that are rooted in data-driven analysis, and providing value-added analysis across multiple scenarios***. While we respect legacy practices, we never take a "that's how it's always been done" viewpoint, since we consider every transaction as an opportunity to improve on legal and financing terms that, in turn, strengthen the fiscal sustainability of our clients.

Experience

Describe the firm's direct experience in servicing public sector clients, primarily mid-size cities such as the City of Murrieta. Please include the following: the number of public agency clients, and the number of years of experience in providing financial advisory services.

UFI and its assigned team possess the experience, technical and professional skills to meet the objectives across financing assignments that may be required by the City. Our firm is one of the most active municipal advisory firms in California. Since 2020, we have completed 627 municipal advisory transactions—more than any other firm in the State, as shown in the table to the right. Over that same period, we have served as municipal advisor to hundreds of public agencies and currently maintain active advisory relationships with 47 cities and special districts across California.

Top Municipal Advisors for CA Municipal Bonds (January 1, 2020 - Present)

Rank	Firm	No. of Issues
1	**Urban Futures Inc**	**627**
2	Fieldman Rolapp & Associates	479
3	KNN Public Finance	364
4	PFM Financial Advisors LLC	290
5	Public Resources Advisory Group	206

Source: SDC Platinum (Thomson Reuters)

Our advisory team has deep experience with all the financing structures previously used by the City of Murrieta, including CFD special tax bonds, Marks-Roos pooled financings, general fund lease revenue bonds, and tax allocation bonds. This deep level of activity provides us with up-to-date insight into market trends, challenges, and opportunities—insight that we believe significantly enhances the services we offer to cities like Murrieta.

GENERAL FUND CREDITS

Since 2020, the firm has closed 130 California financings secured by general fund revenues. Our general fund financing experience has included various structures, including real property lease transactions, pension obligation bonds, certificates of participation, equipment leases, new money transactions and refundings for cities, special districts and school districts throughout the State. The team assigned has completed a number of general fund lease engagements for the Cities of Ontario, Lake Elsinore, Encinitas, and Orange and is currently engaged on a lease transaction for the City of Eastvale. Should the City wish to explore capital financing or leverage Measure T revenues, UFI is prepared to assist with all aspects of the analysis and financing process.

LAND SECURED FINANCINGS

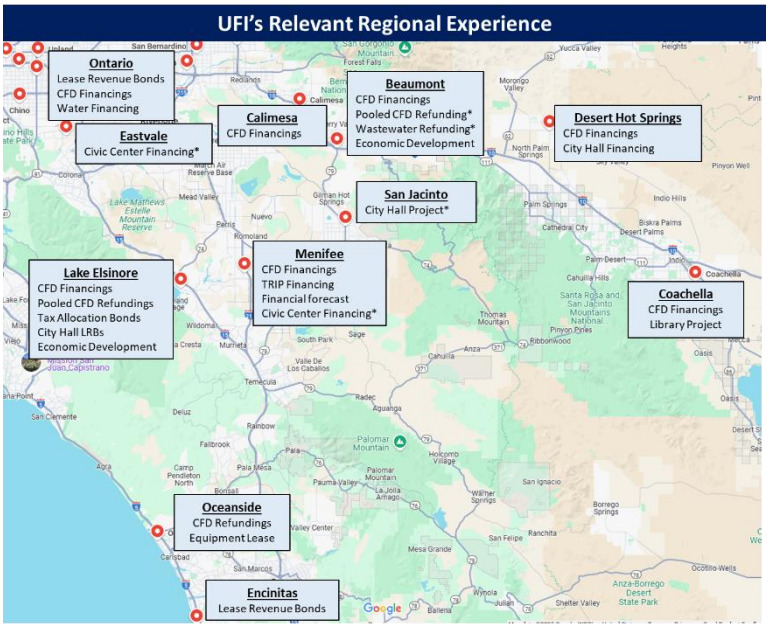
We offer deep and specialized experience in land-secured financing. In the past five years, UFI has closed more than $440 million in CFD bonds, ranking us as the third most active firm in California. Our experience spans a wide variety of developer types—from national builders to master-planned community and merchant builders. We take an active role in monitoring the outstanding bonds and keeping our clients apprised of possible refunding opportunities. For example, UFI is currently engaged on multiple pooled CFD refundings exceeding $100 million for the Cities of Beaumont and Lake Elsinore.

We understand the City recently conducted public hearings for the formation of Community Facilities Districts 2025-1 (Safety Services), 2025-2 (Maintenance Services) and 2025-3 (Discovery Village), which is planned for 365 single-family homes at full buildout. UFI has extensive experience working with the City's current CFD financing team—including special tax consultant, bond counsel, and underwriter—and our team is prepared to assist the City in executing upcoming CFD financings efficiently and effectively.

REGIONAL EXPERIENCE

Within Riverside County, the firm has executed over $750 million in financing transactions since 2018. UFI serves as municipal advisor to the nearby cities of Lake Elsinore and Menifee, both of which have experienced significant population growth and have leveraged large CFD programs. Additionally, we serve the Cities of Beaumont, Eastvale, Calimesa, Desert Hot Springs, Coachella, and San Jacinto, as shown on the map to the right. In neighboring San Bernardino County, UFI works closely with the Cities of Ontario and Chino, assisting with CFD formations and financings.

We have provided below a discussion of specific project experience that we believe best underscore our capabilities. ***It is worth noting that all of the projects below were completed by staff assigned to the City's account.***



*Current/ongoing engagements

City of Menifee—UFI has been municipal advisor to the City of Menifee since 2011. As one of California's fastest-growing cities—with 84% population growth since 2008 and currently ranked the fifth fastest growing city in the state—Menifee faces complex infrastructure and capital planning needs. UFI has supported the City through its inaugural CFD bond issuances and continues to provide strategic guidance as the City plans for significant public improvements, including a new City Hall and Police Station.

Most recently, UFI advised on the successful issuance of $4.625 million in non-rated CFD special tax bonds for CFD No. 2023-2, Improvement Area No. 1 (Cimarron Ridge), which includes 424 market-rate single-family homes. A Real

Estate Investment Trust ("REIT"), is under contract to purchase 127 homes in the improvement area, and intends to maintain ownership and rent the homes it is acquiring to individuals. UFI coordinated with the underwriter and bond counsel to update the POS disclosure to discuss this unique financing characteristic. We also participated in an additional finance committee meeting to brief City officials on the REIT's development plans and potential implications. The bonds priced on April 29, 2025 and were met with strong demand despite challenging market conditions and unique characteristics of the transaction, receiving $7.75 million of total orders.

City of Lake Elsinore – UFI has served as municipal advisor to the City of Lake Elsinore since 2014. During that time, UFI has provided Municipal Advisory Services to the City on approximately $287 million of land secured financings, lease revenue bonds, tax allocation bonds, and private placements.

UFI is currently working with the City on an $80 million Marks Roos pooled CFD to refund 11 underlying CFDs. The bonds recently received a very strong "A+" rating from Standard & Poor's and secured an attractive bond insurance bid from AGM, which included a 100% surety. As part of the transaction, the City intends to reduce special taxes for homeowners in the underlying districts and generate an estimated $10 million of new money proceeds for capital projects. The financing team anticipates closing the transaction in June 2025.

In 2022, UFI served as the municipal advisor on the City's issuance of $23.7 million of lease revenue bonds to finance construction costs of a new City Hall, which will further enhance the City's historic downtown and house City Council chambers, administrative office space, multi-purpose and retail space, and outdoor amenities with connection to the existing City Hall building. UFI worked with the City to explore various funding options and ultimately it was decided that issuing lease revenue bonds was the optimal method of financing. Because of inflationary fears as well as expected increases in interest rates, the City accelerated the financing. UFI worked expeditiously to put together a financing schedule and coordinate next steps. On 6/1, S&P upgraded the City's lease revenue bonds to "A+" from "A" as a result of the City's consistent economic growth and strong reserve levels. The lease revenue bonds closed in June 2022 at a favorable true interest cost of 4.57%. The timing of the transaction proved to be advantageous to the City, as yields rose by as much as 150 basis points across the curve in the following months.

City of Beaumont

UFI was engaged by the City of Beaumont in the wake of officials discovering financial mismanagement and fraud that masked a multimillion-dollar structural operating deficit. In addition to helping the City reorganize its CFD debt management and restructure its financial systems and practices in 2015, UFI was asked to completely overhaul a prior long-term financial forecast the City had been unable to keep up to date because of its complexity and lack of good user interface. The forecast helped to reconcile inconsistencies between the City's previous labor costing data and budgeted personnel expenses and to identify opportunities for strengthening its general fund.

Less than two years after emerging from the SEC investigation, UFI was engaged by the City to serve as financial advisor on a $100M CFD refinancing and its first rated bond transaction— 2018 Wastewater Revenue Bonds. The Wastewater Revenue Bonds were issued to fund construction of a new Wastewater Plant, and proceeds requirements totaled $90 million. The City had commissioned a rate study prior to the issuance of bonds, but many factors had changed since the completion of the rate study. UFI led the charge in dissecting the rate study and drilling down on assumptions that were no longer current to develop a more accurate 5-year projection of revenues, expenses, debt service coverage, and reserve balances for the City's Sewer Fund.

UFI also advised the City on key bond covenants and structuring options in order to strengthen the credit while maintaining flexibility for the City. As this was essentially a brand-new credit, the presentation to the rating agency and obtaining bond insurance were crucial to the financing. UFI took the lead in developing a credit story for in-person presentations to S&P, Assured Guaranty, and Build America Mutual, which involved walking them through how the new City Council and new City management had meticulously implemented new policies and financial control systems to build transparency and fiscal sustainability (in addition to addressing S&P's rating criteria for wastewater revenue bonds).

Although the process with S&P was arduous, the City ultimately achieved an "A+" rating, which was an incredible achievement, along with very aggressive insurance and surety bids from both Assured Guaranty and Build America Mutual. Ultimately, the City achieved a very low all-in fixed borrowing rate of 3.95%, with annual debt service of approximately $5.07 million.

Today, the City is financially stable with significant reserves equal to 20% of operating expenses.

City of Ontario

UFI was engaged by the City of Ontario in 2023 via a competitive RFP process. Since January 2024, we have served as the City's MA on a lease revenue financing, three CFD financings, a water revenue financing, and four CFD formations. Through our work on the 2024 Water Revenue Bonds, we helped the City achieve an S&P rating upgrade to "AA+" from "AA." In addition, UFI is actively working with the City on four additional CFD formations for residential and industrial development projects. As part of our work with the City, we engage with various developer teams to ensure that the City's needs and objectives are met in forming districts in the Ontario Ranch area, which is expected to include 24,000 homes at buildout.

Most recently, UFI served as municipal advisor to the City on a $192.4 million lease revenue financing to fund various capital improvements, including offsite improvements for a new professional baseball stadium. Starting late last year, UFI began working with City staff and the financing team to evaluate various structuring options to minimize borrowing costs for the project, including reducing the need for capitalized interest, and maximizing the use of tax-exempt proceeds. Leading up to the bond issuance, UFI's Public Management Group was hired to prepare a financial forecast to help the City in assessing its overall fiscal health and to assist with determining cash flow capacity to fund its $1 billion CIP program over the next several years. The baseball stadium will be one component of the Ontario Regional Sports Complex, which is planned for 190 acres of top-tier athletic facilities, including 20 long fields, 14 youth diamond fields, 8 full-size diamonds, 4 football/rugby fields and 2 championship diamond fields. The sports complex will be the largest of its kind west of the Rocky Mountains.

The 2025 Lease Revenue Bonds priced on April 29, 2025 and generated extremely strong demand, with over $1 billion in orders. As a result of the strong demand, the underwriter was able to reduce spreads on most maturities, resulting in an attractive true interest cost of 4.60%.

Legal Actions

List all disciplinary actions, administrative proceedings, malpractice claims, or other like proceedings against your firm or any of its personnel, whether current, pending, or occurring in the last five (5) years. Please indicate the disposition of each claim.

UFI has not had any legal events or disciplinary actions over the last five years or through its history. This is reflected on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access our firm's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Personnel

Please provide the names, role, background, experience, office location, and availability of all key personnel who would be assigned to the City's account. Identify the primary person(s) responsible for managing the relationship and the person(s) responsible for the implementation of services.

For the scope of services outlined in the RFP, **Michael Busch** will serve as the primary contact and will have overall responsibility for client service delivery; **Branden Kfoury** will serve as transaction manager, and will provide day-to-day coverage to the City team. Mr. Busch and Mr. Kfoury have extensive experience assisting cities in Southern California with the execution of large scale CFD programs, general fund financings, tax increment financings, and other economic development assignments. In addition, **Wing-See Fox**, the firm's Series 54 Principal, and **Gabrielle Dawson**, Associate, will be available to provide additional municipal advisory support and resources, as needed. For additional services outside of traditional municipal advisory work, **Jim Morris**, Managing Director of the UFI Public Management Group, will be available to offer expertise in financial forecasting and fiscal sustainability studies. Provided below is a summary of the assigned team and capabilities. Professional resumes for the primary assigned staff and additional support staff available to assist the City are included in Appendix A.

UFI Team – Municipal Advisory Team Biographies

Day-to-day Coverage Team

Michael Busch, Chief Strategy Officer| (714) 923-3541



Role: Financing Strategy/Primary Contact
Office Location: Southern California
Experience: Michael is an accomplished municipal executive and public finance professional who has helped manage several public agencies as an assistant city manager and finance director. Through his leadership of UFI and engagement with professional organizations, Michael helps cities, special districts, and nonprofits across the State of California identify emerging trends, engage in critical policy issues, exchange proven practices, and advance their missions through sound fiscal and operational policy. During his 18-year tenure with UFI, numerous public agencies have engaged Michael as both a strategic consultant and municipal advisor based on his public finance expertise and broad understanding of fiscal and economic development issues affecting the public sector. Michael has worked on over $5 billion in tax-exempt and taxable debt, including lease revenue bonds/COPs, water/wastewater revenue bonds, TABs, CFD and assessment district bonds, and New Market Tax Credits. In addition, Michael has extensive expertise linking sound fiscal management practices with economic development objectives resulting in the delivery of high priority projects.

Branden Kfoury, Director | (714) 923-3560



Role: Transaction Manager/Day-to-day coverage
Office Location: Southern California
Experience: Branden Kfoury joined Urban Futures in 2019. He has worked on a variety of debt offerings for cities and special districts in California including, but not limited to utility revenue bonds, general obligation bonds, lease revenue bonds, CFD and assessment district bonds, as well as tax allocation bonds. Mr. Kfoury has extensive experience in all aspects of the bond financing process and excels at providing value-added debt structuring, credit and quantitative analysis. Since joining UFI, Mr. Kfoury has assisted with financing and consulting assignments for the Cities of Encinitas, Ontario, Oceanside, Azusa, Fullerton, Pasadena, and Menifee. Previously, Mr. Kfoury worked as a Senior Associate at Fieldman, Rolapp & Associates where he supported the firm's city and special district clients. Mr. Kfoury has held prior roles in public finance investment banking, bond insurance, as well as in the technology industry.

Additional Municipal Advisory Resources

Wing-See Fox, Managing Director | (650) 503-1500



Role: Series 54 Principal

Office Location: Northern California

Experience: Wing-See Fox is the Series 54 Municipal Advisor Principal of UFI and leads the Public Finance Group. Wing-See has over a decade of experience in the fields of municipal advising, public finance, and municipal securities. She has worked on over $3 billion in municipal debt offerings for various credits, including general obligation bonds for cities and special districts. Wing-See focuses on California cities and excels in transaction management, credit analysis, developing funding alternatives, and structuring bond transactions to meet the needs of the issuer while maximizing credit strength and marketability to investors. Prior to joining UFI in 2017, Wing-See worked as a public finance investment banker. She is an active member of the Northern California Chapters of Women in Public Finance (WIP) and Asian Americans in Public Finance (AAPF) as well as CSMFO. Wing-See received an MBA from Columbia Business School, MSW from Columbia University School of Social Work, and BA from Stanford University. Her current and recent clients include the Cities of Victorville, Oceanside, Goleta, Watsonville, Cosumnes CSD, Atascadero, and Manteca.

Gabrielle Dawson, Associate | (650) 503-1500



Role: Quantitative and Transaction Execution

Office Location: Northern California

Experience: Gabrielle Dawson joined Urban Futures in 2024. Gabrielle's responsibilities include providing general client support for cities, special districts, and water districts. Before joining the firm, Ms. Dawson worked as an Analyst on the Infrastructure Public Finance Investment Banking team at Morgan Stanley and at Montague DeRose and Associates. She has worked on a variety of debt offerings for states, cities, water and wastewater districts, school districts, and transportation on the West Coast. Her experience includes taxable and tax-exempt general obligation bonds, lease revenue bonds, and water revenue bonds in California. She graduated from Northeastern University with a Bachelor of Science degree in Business Administration with a major in Finance and a minor in Law and Public Policy.

PMG Group – Financial Forecasting/Consulting Services

James P. Morris, Managing Director



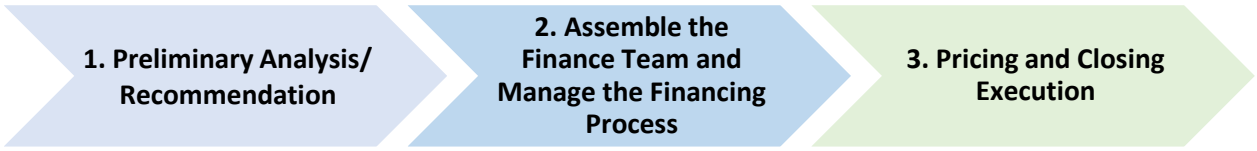
Role: PMG Financial Forecasting/Consulting Lead

Office Location: Southern California

Experience: Jim Morris has over twenty years of experience working in the fields of financial analysis, municipal law and public agency governance. He specializes in assisting cities and special districts in the areas of long-term forecasting, fiscal stabilization and financial sustainability planning. His recent engagements include engagements for the Cities of Alameda, Culver City, Pomona and South San Francisco. Prior to joining UFI, Jim worked with the City of San Bernardino where he was tasked with successfully winding-down San Bernardino's former redevelopment agency, acknowledged as one of the most complex redevelopment dissolutions in the State of California. He was also a key advisor and strategist for the city's bankruptcy team on various organizational and fiscal restructuring matters, and drafted the strategic plan component for San Bernardino's municipal bankruptcy plan of adjustment. Jim began his professional career as a public law attorney with Best & Krieger LLP, where he served as Assistant City Attorney for the cities of Corona and Ontario, and General Counsel for Western Municipal Water District. He is a graduate of Dartmouth College and received both a Juris Doctorate and Master of Urban Planning from UCLA.

APPROACH TO MUNICIPAL ADVISORY SERVICES

Every financing undertaken by UFI begins with proper planning and extensive due diligence and ends with ongoing monitoring and administration. We are able to tailor our approach to fit the City's needs on each and every engagement. We view our role as an extension of staff, and we can be available to the City as often as is required to complete a financing. It is our goal to limit the City's involvement to only critical areas and to complete each financing in a manner that achieves the City's goals, results in the lowest cost of funds, and maximizes efficiency without putting any unnecessary burden on City staff time. Our approach to municipal advisory services can be broken down into three main steps, as summarized below. In addition to these services, UFI can offer post-issuance compliance, financial forecasting, or other consulting services, if desired by the City.



Activity 1: Preliminary Analysis/Recommendation

In order to formulate effective and pragmatic recommendations, UFI takes the time to perform extensive due diligence, research, and preliminary analyses in order to understand the goals and priorities of our clients, as well as the economic and political challenges and opportunities our clients face in achieving those goals. Activity 1 involves a complete assessment of the client's needs and financial constraints. Where appropriate and requested by the client, this preliminary work may include preparation of a detailed finance plan for the capital project(s) involved in the financing (see below for details). During this period, UFI staff performs the following tasks:

1. Schedule meetings or calls with staff to request all necessary data and discuss the needs and goals of the City.
2. Undertake a funding analysis for the identified capital project(s) and **prepare a finance plan**.
3. Identify and assist with strategies to mitigate risks of large public facilities projects.
4. Analyze existing outstanding debt to determine parity test requirements, feasibility of refunding certain outstanding series of Bonds, and debt affordability.
5. Review City policies, including reserve policies, and Local Goals and Policies for land secured financings.
6. Review pension liabilities and existing policies.
7. Assist with comprehensive credit analysis to determine the anticipated rating, preferred structure, and interest rate scale for the Bonds.
8. Prepare a summary of cost of issuance
9. Independently structure the financing and present results to the City.

Activity 2: Assemble the Finance Team and Manage the Financing Process

After an evaluation of financing options/alternatives, should it be determined that financing targets will be met through a bond issuance, UFI will begin work on the financing schedule and the implementation of the agreed upon financing strategy. The scope of work includes, but is not limited to, the following:

1) Assist in the selection of additional service providers, including, but not limited to, underwriter, bond counsel, disclosure counsel, appraiser, or trustee.
2) Develop the financing timetable.
3) Monitor financing process and coordinate all activities of the financing team.
4) Review all legal and financing documents on behalf of the City.
5) Provide support to the City relating to financing documents, including preparation of staff reports and presentations.
6) Compute Sizing and Structure of Debt Issue and verify cash flows from underwriters.
7) Plan and Coordinate Presentations to Ratings Agencies
8) Monitor market conditions to advise on timing of bond offering.

Activity 3: Pricing and Closing Execution

UFI offers extensive expertise when it comes to the pricing of municipal securities as our staff includes former investment bankers who are intimately familiar with the underwriting of municipal securities. In the weeks leading up to a pricing, UFI will monitor and track comparable transactions through our in-house resources, which include a Bloomberg terminal. Generally, our approach is to recommend that the underwriter employ an aggressive pricing strategy (aiming for approximately 2 times oversubscription) to achieve the best possible pricing for our clients. We will work to ensure the best possible result for the City, without risk of diminishing investor participation, and provide post issuance analysis. In addition to ensuring fair market spreads, UFI will work with the underwriter to analyze alternative couponing strategies that result in the lowest possible true interest cost and/or net present value savings for refundings. We will also push for the most flexible call feature.

APPROACH TO FINANCING DISTRICT FORMATION SERVICES

UFI is positioned to assist the City with each step of the CFD formation process. As our clients' fiduciary, we assist with critical phases of policy development, review of feasibility studies, and evaluation of developer proposals to ensure the cities' interests are protected. We are also knowledgeable on the enabling statutes for various financing districts (i.e., Mello Roos Act of 1982, Municipal Improvement Act of 1913, IFD/EIFD laws including SB 628 and AB 313, and Landscape and Lighting Act of 1972) that stipulate the formation process, voting requirements, projects that can be funded, bond issuance procedures, required documents, etc. Below, we provide our approach to a CFD formation process.

Initial Policy/Planning

1) Review the City's the Local Goals and Policies to determine if any updates are needed
2) Assist the City in engaging Special Tax Consultant and other consultants
3) Facilitate negotiations with developer as needed
4) Review Absorption Studies, Appraisals, etc.
5) Assist in determining impact of development on City services/finances and General Plan
6) Review proposed list of facilities to be financed and develop financing plan
7) Provide preliminary cash flows/analysis

Formation Proceedings

1) Prepare and maintain a formation schedule
2) Review of formation legal documents, including Resolution of Formation and Resolution of Intention documents
3) Review and provide input on the Rate and Method of Apportionment (RMA)
4) Plan and coordinate presentations to City Council as necessary
5) Ensure development threshold identified in City's Goals and Policies has been reached prior to proceeding with bond issuance

CITY'S DEBT PROFILE

In preparation for the RFP, UFI reviewed the City's recent ACFRs, budgets and official statements for outstanding bonds. We have provided below a summary of the City's currently outstanding bonds.

Series	Dated Date	Outstanding Par	Final Coupon	Tax Status	Final Maturity	Call Date
Certificates of Participation						
2020A COPs	2/27/2020	$1,365,000	4.00%	Tax-Exempt	5/2/2027	Non-Callable
Total Certificates of Participation		**$1,365,000**				
Special Tax Bonds						
Series 2016A Refunding Bonds	2/9/2016	$31,045,000	3.68%	Tax-Exempt	9/1/2035	AIPD 9/1/2026 @ 100
Series 2016B Refunding Bonds	7/13/2016	$5,605,000	3.00%	Tax-Exempt	9/1/2035	9/1/2026 @ 100
2005-5 (Golden City) IA A 2017 Bonds	3/8/2017	$7,450,000	5.00%	Tax-Exempt	9/1/2043	9/1/2027 @ 100
2005-5 (Golden City) IA B 2018 Bonds	10/2/2018	$10,980,000	5.00%	Tax-Exempt	9/1/2048	9/1/2025 @ 103 DTP
Series 2022 Refunding Bonds	6/8/2022	$22,930,000	5.00%	Tax-Exempt	9/1/2034	9/1/2032 @ 100
Total Special Tax Bonds		**$78,010,000**				
Tax Allocation Bonds						
2017A TAB	10/18/2017	$9,350,000	3.125%	Tax-Exempt	8/1/2035	8/1/2027 @ 100
2017B TAB (Taxable)	10/18/2017	$18,990,000	3.750%	Taxable	8/1/2037	8/1/2027 @ 100
Total Tax Allocation Bonds		**$18,990,000**				

We commend the City for its prudent fiscal management and strategic use of debt, which has resulted in multiple credit rating upgrades from Standard & Poor's in recent years. Looking ahead, the City's next refunding opportunities are for its 2005-5 (Golden City) IA B Bonds, which are callable September 1, 2025 at 103%, followed by its 2016A and B Special Tax bonds, which are callable in 2026. UFI is highly qualified to serve the City on potential refundings across these credit types. ***Each time we serve as a municipal advisor on bond financings, we take a lead role in ensuring that the financing team works together to achieve the best possible credit rating and pricing in the most efficient timeframe.***

References

Please provide five (5) references. References should include other California cities of similar size and scope of service utilization as the City of Murrieta.

We encourage you to contact any of our recent clients listed below to discuss their experience and satisfaction with UFI.

City of Lake Elsinore
Jason Simpson, City Manager
Phone: (951) 674-3124 Ext. 211 Email: jsimpson@lake-elsinore.org
130 S. Main Street, Lake Elsinore, CA
Services provided: MA services for LRBs, CFD and TABs; Forecast, Affordable Housing/AB 341 analysis, Economic Development, EIFD, Pension Study
Number of Years of Service: 11
Most recent engagement: $80 million Marks-Roos pooled CFD refunding (expected closing: June 2025)

City of Menifee
Travis Hickey, Chief Financial Officer
Phone: (951) 723-1782 E-mail: thickey@cityofmenifee.us
29844 Haun Road | Menifee, CA
Services provided: MA services for various CFD financings, financial forecast; MA & Planning work for City Hall
Number of Years of Service: 14
Most recent engagement: $4.6 million CFD financing closed May 2025

City of Beaumont
Jennifer Ustation, Finance Director
Phone: (951) 572-3236 Email: justation@beaumontca.gov
550 E 6th St, Beaumont, CA
Services provide: MA services for Wastewater Revenue Bonds, CFD transactions; financial forecast, police station debt analysis
Number of Years of Service: 10
Most recent engagement: Pooled CFD refunding and wastewater revenue refunding bonds (expected closing: June 2025)

City of Ontario
Armen Harkalyan, Executive Director of Finance
Phone: (909) 395-2355 E-mail: aharkalyan@ontarioca.gov
200 North Cherry Avenue, Ontario, CA 91764
Scope of Work: MA services for 2025 Lease Revenue Bonds, 2024 Water Revenue Bonds, Various CFD Bond Issues and CFD Formations
Number of Years of Service: 1.5
Most recent engagement: $192 million 2025 lease revenue bonds

City of Desert Hot Springs
Doria Wilms, City Manager
Phone: (760) 329-6411 Ext 260 Email: dwilms@cityofdhs.org
65950 Pierson Blvd., Desert Hot Springs, CA 92240
Services provide: MA services for lease revenue bonds, CFDs, COPs, TABs; financial forecast, pension study, economic development proposal analysis
Number of Years of Service: 17
Most recent engagement: $2 million CFD issuance for Skyborne project (closed December 2023).

Section C – Fees and Costs

Please provide a clear, and detailed fee schedule with fixed, and fully-loaded hourly rates for the services identified in Section IV, 4.1.
Proposer shall also provide a fee schedule for possible additional services not listed in Section IV, 4.1.

For municipal advisory financing assignments, UFI proposes a fee of **$40,000** per bond financing. Our fees for municipal advisory services are contingent upon closing and exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed $2,500 on any transaction.

UFI is also available for as-needed services on an hourly basis for research, analysis, CFD formations, Capital Improvement Program funding planning, and development of funding options and recommendations. For CFD formations, our typical not-to-exceed fee is $5,000 to $10,000 depending on the scope of the engagement. Below are the hourly rates of proposed positions.

UFI's Hourly Fee Schedule	
Chief Strategy Officer	$325
Managing Director/Director	$300
Associate/Analyst	$175

Section D - Technological Controls & Cybersecurity

1. Provide a detailed summary of the Proposer's technological controls, including physical access, logical access, change controls, remote access, cyber security training frequency, and defenses against any form of cyber-attack.

UFI maintains a comprehensive suite of technological controls designed to safeguard client data, ensure business continuity, and defend against cybersecurity threats. Our policies and infrastructure are continuously reviewed and updated to align with industry best practices and regulatory expectations. Below is a detailed summary of our current technological controls as well as threat protection and data security measures:

Technological controls:

- Infrastructure & Access: UFI uses SaaS-based infrastructure with multi-factor authentication enforced across all platforms. Access is managed via Active Directory, with role-based permissions and regular reviews.
- Physical Security: A Next-Generation Firewall is secured in a locked network rack, accessible only to IT and office manager.
- Remote Access: Secured through multi-factor authentication, remote monitoring and management tools, and encrypted connections. Policies align with NIST SP 800-46 Rev. 2 for endpoint protection and secure communications.
- Change Controls: Changes follow a structured process including risk assessment, testing, approval, implementation, and post-review.
- Cybersecurity Training: Ongoing user education is enforced through regular IT-led communication and updates.

Threat Protection & Data Security:

- Email Security: MFA is enforced for email access. Advanced Threat Protection solutions protect against phishing and ransomware pre-delivery to the user. DKIM keys are rotated quarterly with SPF and DMARC also in place. Access is restricted by device compliance and user role.
- Endpoint Protection: All devices are equipped with Antivirus and Endpoint Detection and Response for real-time threat detection and response; remote monitoring and management ensure up-to-date patch management on all devices.
- Data Loss Prevention: Regular email and cloud backups of company data are maintained.

2. Are there specific cybersecurity policies and practices that your firm implements to meet government and public sector standards?

UFI is committed to upholding the highest standards of cybersecurity and professional conduct in our work clients. Our cybersecurity posture is aligned with the NIST Cybersecurity Framework. The NGFW and endpoint protections are configured to meet NIST standards, ensuring compliance with public sector cybersecurity expectations. MFA, AV/EDR, secure access controls, and DLP practices support PCI DSS v4.0 requirements. All cybersecurity controls and policies are maintained to meet the expectations of government and public sector engagements, including secure access, data protection, and incident response readiness. In addition to maintaining strong technical safeguards, we adhere to all regulatory standards applicable to municipal advisors, including those set by the Municipal Securities Rulemaking Board (MSRB), which require written procedures for electronically stored files.

Section E - Additional Services

Please discuss any additional services that were not addressed in this RFP, but may be of value to the City and its financial operations.

POST-ISSUANCE COMPLIANCE SERVICES

UFI's Analytics & Compliance Group manages the comprehensive continuing disclosure and post-issuance compliance needs of our California clients. UFI has been providing continuing disclosure services since 1994, when the reporting requirements were first mandated. We currently serve over 200 California cities, enterprise districts, successor agencies, joint powers and financing authorities, school districts, and charter schools, and we file more than 400 annual disclosure reports each year.

As needed by the City, UFI can offer a full suite of continuing disclosure and post-issuance compliance services, tailored to the reporting requirements of each covered security, debt, loan, or other outstanding obligation. To ensure we deliver accurate and timely services, UFI has developed a proprietary, in-house database and tracking system. The details of our client's issuances and debt obligations are entered into the database (applicable disclosure requirements, filings, deadlines, etc.) enabling us to work closely with clients to keep them in compliance. The list of services we can provide to clients related to post-issuance disclosure includes the following:

- Annual Disclosure Reporting for Municipal Securities
- Material Event Filings
- Annual CDIAC Filings
- Annual Disclosure Reporting for Private Placements
- Arbitrage Rebate Services

FINANCIAL CONSULTING SERVICES

At UFI, we believe that solid financial forecasting, analysis, and strategic planning can significantly help a city achieve both fiscal stability and financial sustainability through more informed and consistent decision-making. UFI's Public Management Group can provide the following services to the City, as needed:

- Long-Term Financial Modeling/Projections
- Property tax and special tax financial analysis
- Other Financial Analysis/Services, including Pension Funding Analysis and Fiscal Health Analysis

Armed with a robust forecast-driven analysis of the city's long-term fiscal outlook, city leaders (both appointed and elected) can identify critical unmet needs, develop options to close funding gaps for service and capital needs, and create strategic plans that achieve the city's objectives. This approach also helps ensure the city "stays-the-course" and achieves its objectives because they are aligned to a solid and continuously updated financial forecast and strategic plan. Finally, a good financial forecast, analysis and strategic plan also helps city management communicate effectively with elected officials, labor groups, and the general public regarding the trade-offs and costs required to achieve the community's objectives and goals.

Section F - Compensation and Reimbursement

1. Please describe how you intend to charge for financial advisory services. Provide a comprehensive and detailed fee schedule for the proposed services. Outline billing and payment expectations, including timing and method of payment.

For municipal advisory financing assignments, UFI proposes the fee schedule in Section C. Our fees for municipal advisory services are contingent upon closing and are paid out of bond proceeds. For hourly assignments, UFI will send an invoice upon project completion with payment requested via check or ACH wire within 30 days of the invoice date.

2. Detail all start-up and any recurring fees.

None.

3. Please define any "extra" services and describe if such services will be billed at a different hourly rate or by other billing methods.

UFI is also available for as-needed services on a time and materials or hourly basis for research, analysis, Capital Improvement Program funding planning, and development of funding options and recommendations, which will be billed at the hourly rates presented in Section C.

Section G - Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the services set forth in this RFP. You may use this section to address the aspects of your services that distinguish you from others.

UFI offers regional expertise, deep technical capabilities, and a client-first culture that distinguishes us from other municipal advisory firms. What sets UFI apart is not only our extensive track record across Southern California, but also our ability to deliver highly customized solutions grounded in a real understanding of local issues and city priorities. We are not a one-size-fits-all shop. Our team works closely with staff to provide hands-on, responsive service that reflects the distinct needs and financial goals of each community.



Experience with Riverside County Issuers: As noted previously, UFI has a deep understanding of the regional economic landscape, developed through our role as municipal advisor to numerous neighboring jurisdictions, including the Cities of Menifee, Lake Elsinore, Beaumont, Eastvale, Coachella, and Desert Hot Springs, among others. Since 2018, UFI has completed more than $750 million in financing assignments throughout the region, reflecting our strong track record and ongoing commitment to serving local governments. UFI takes pride in being a long-standing and engaged partner to the communities we serve, providing both municipal advisory and strategic consulting services. Our local experience directly informs our approach, enabling us to deliver tailored, value-added solutions that reflect each city's unique priorities and fiscal landscape.



Technical Competence: Delivering responsive, high-quality analytical support is a core component of UFI's mission. Our team has the capability to structure and evaluate a wide range of financing options, including complex and nuanced credit structures. For General Fund-backed financings, we assist clients in developing long-term capital funding strategies and provide analysis of insured property values used for collateral. In the case of enterprise revenue credits, we work closely with clients to review rate studies and develop revenue forecasts that inform optimal funding plans. UFI also advises numerous agencies with large, diverse CFD programs—similar to the City's—often starting at the formation stage and continuing through bond issuance. Post-issuance, we remain actively involved, helping clients manage and monitor their debt portfolios to ensure ongoing financial performance and compliance.



Credit Expertise: UFI has extensive experience presenting municipal credits to rating agencies and crafting compelling rating presentations that highlight the unique strengths of each issuer. Our deep involvement in Southern California has given us a thorough understanding of local economies, allowing us to effectively position our clients' credit profiles. By combining regional insight with a strong grasp of rating agency methodologies, we consistently help our clients achieve favorable rating outcomes. In numerous CFD refundings, UFI has successfully secured investment-grade ratings and credit enhancement through bond insurance—resulting in lower borrowing costs, increased cash flow savings for homeowners, and additional funding for public facilities.



Pricing Execution: The UFI team assigned to the City includes former public finance investment bankers with deep expertise in the underwriting and pricing of municipal securities. Our team actively monitors the municipal bond market to ensure optimal timing and pricing execution, even under challenging market conditions. We advocate for pricing strategies that balance competitiveness with investor demand, typically recommending that the underwriter pursue an aggressive approach targeting at least two times oversubscription. In addition to ensuring fair market spreads, UFI collaborates with underwriters to analyze alternative couponing, optional redemption features, and other structuring options, with the goal of achieving the lowest cost of capital and best terms for our clients.

Appendix A: Professional Resumes – UFI Team Members



MICHAEL BUSCH

Chief Strategy Officer

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
TEL: (714) 923-3541
Michaelb@urbanfuturesinc.com

EDUCATION
M.P.A. – Finance and Public Works
Cal State University, Long Beach

B. A., Urban and Regional Planning
Cal State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS
Innovating Commerce Serving Communities (ICSC)
California Society of Municipal Finance Officers (CSMFO)
Past President – Municipal Management Association of Southern California (MMASC)
Past Chair – Cal-ICMA

Profile
Michael Busch is an accomplished municipal executive and public finance professional who has helped manage several public agencies as an assistant city manager and finance director. Through his leadership of UFI and engagement with professional organizations, Michael helps cities, counties, special districts, and nonprofits across the State of California identify emerging trends, engage in critical policy issues, exchange proven practices, and advance their missions through sound fiscal and operational policy. During his 18-year tenure with UFI, numerous public agencies have engaged Michael as both a strategic consultant and municipal advisor based on his public finance expertise and broad understanding of fiscal issues affecting the public sector. Michael has worked on over $5 billion in tax-exempt and taxable debt, including lease revenue bonds/COPs, water/wastewater revenue bonds, POBs, TABs, CFD and assessment district bonds, and New Market Tax Credits. He has executed lease transactions for the Cities of Lake Elsinore, Desert Hot Springs, Coachella, Orange, and is currently assisting the Cities of Menifee, Eastvale, Ontario, and San Jacinto on the evaluation of lease revenue bonds to finance public facilities.

Relevant Project Experience
- City of Menifee – Various CFD Bonds; City Hall Project
- City of Beaumont – CFD Bonds, Wastewater Bonds
- City of Ontario – CFD Bonds, Lease Revenue Bonds, Water Revenue Bonds, Private Activity Financing
- Lake Elsinore – CFD Bonds, City Hall Project, Joint Venture Economic Development Financing
- Desert Hot Springs 2022 Lease Revenue Bonds (City Hall and Police Station Expansion Project)
- City of Eastvale - Project Planning & MA Services for Civic Center Facility



BRANDEN KFOURY

Director

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
Tel: (714) 923-3560
brandenk@urbanfuturesinc.com

EDUCATION
BS, Finance
New York University

PROFESSIONAL AFFILIATIONS
California Society of Municipal Finance Officers (CSMFO)

Profile

Branden Kfoury joined Urban Futures in 2019. He has worked on a variety of debt offerings for cities and special districts in California including, but not limited to utility revenue bonds, general obligation bonds, lease revenue bonds, CFD and assessment district bonds, as well as tax allocation bonds. Mr. Kfoury has extensive experience in all aspects of the bond financing process and excels at providing value-added debt structuring, credit and quantitative analysis. Previously, Mr. Kfoury worked as a Senior Associate at Fieldman, Rolapp & Associates where he supported the firm's city and special district clients. Mr. Kfoury has held prior roles in public finance investment banking, bond insurance, as well as in the technology industry. He graduated Cum Laude from New York University with a Bachelor of Science degree in Finance and a minor in Politics.

Relevant Project Experience

- City of Encinitas – Lease Revenue Bonds
- City of Pasadena – General Obligation Bonds (Historic Library Renovation Project)
- City of Orange – 2020 Lease Revenue Bonds (Fire Station Project)
- City of Eastvale - Project Planning & MA Services for Civic Center Facility
- City of Beaumont - Project Planning & MA Services for New Police Facility
- City of Fullerton – CFD Refundings, tax allocation bonds, and CFD Formation
- City of Oceanside – Pooled CFD Refunding



WING-SEE FOX

Managing Director

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
TEL: (650) 503-1500
wingseef@urbanfuturesinc.com

EDUCATION

MBA
Columbia Business School

MSW
Columbia University School of Social Work

BA, Psychology
Stanford University

PROFESSIONAL AFFILIATIONS

Women in Public Finance (WIP)
Asian Americans in Public Finance (AAPF)
California Society of Municipal Finance Officers (CSMFO) Communications Committee
Class of 2015 LeaderSpring Fellow

Profile

Wing-See Fox is the Series 54 Municipal Advisor Principal of UFI and leads the Public Finance Group. Wing-See has over a decade of experience in the fields of municipal advising, public finance, and municipal securities. She has worked on over $3 billion in municipal debt offerings for cities and special districts in California including lease revenue bonds and certificates of participation. She has recently executed lease transactions for the Cities of Claremont, South San Francisco, Orange, Atherton, the Town of Apple Valley and Cosumnes Community Services District. Wing-See excels in gaining a thorough understanding of credits, validating assumptions in financial projections, and structuring bond transactions to meet the needs of the issuer while maximizing credit strength and marketability to investors. She has extensive experience developing credit presentations geared towards the criteria of rating agencies in order to achieve the highest possible ratings. Prior to becoming a municipal advisor, Wing-See was a public finance investment banker, having worked at Raymond James Public Finance in San Francisco and UBS Investment Bank in New York.

Relevant Project Experience

- City of Alameda – 2023 CFD Bonds
- City of Goleta – 2025 Lease Revenue Bonds & Transportation Sales Tax Bonds
- Cosumnes Community Services District – 2022 Certificates of Participation
- City of South San Francisco – 2022 Lease Revenue Bonds
- City of Pismo Beach – 2024 Lease Revenue Bonds (Public Safety Facility Project)
- City of Manteca – 2025 CFD Bonds



GABRIELLE DAWSON

Associate

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
Tel: (301) 395-8246
gabrielled@urbanfuturesinc.com

EDUCATION
BS, Business Administration (Finance)
Northeastern University

Gabrielle Dawson joined Urban Futures this year. Gabrielle's responsibilities include providing general client support for cities, special districts, and water districts. Before joining the firm, Ms. Dawson worked as an Analyst on the Infrastructure Public Finance Investment Banking team at Morgan Stanley and at Montague DeRose and Associates. She has worked on a variety of debt offerings for states, cities, water and wastewater districts, school districts, and transportation on the West Coast. Her experience includes taxable and tax-exempt general obligation bonds, lease revenue bonds, and water revenue bonds in California. She graduated from Northeastern University with a Bachelor of Science degree in Business Administration with a major in Finance and a minor in Law and Public Policy.

Relevant Project Experience

- City of Manteca – 2025 CFD Bonds
- City of Goleta – 2025 Lease Revenue Bonds & Transportation Sales Tax Bonds
- Water Replenishment District 2025 Bonds



JAMES MORRIS

Managing Director

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
Tel: (714) 923-3542
jamesm@urbanfuturesinc.com

EDUCATION
Juris Doctorate and Master of Urban Planning
UCLA

Bachelors Degree
Dartmouth College

Jim Morris has over twenty years of experience working in the fields of financial analysis, municipal law and public agency governance. He specializes in assisting cities and special districts in the areas of long-term forecasting, fiscal stabilization and financial sustainability planning. His recent engagements include engagements for the Cities of Alameda, Culver City, Pomona and South San Francisco. Prior to joining UFI, Jim worked with the City of San Bernardino where he was tasked with successfully winding-down San Bernardino's former redevelopment agency, acknowledged as one of the most complex redevelopment dissolutions in the State of California. He was also a key advisor and strategist for the city's bankruptcy team on various organizational and fiscal restructuring matters, and drafted the strategic plan component for San Bernardino's municipal bankruptcy plan of adjustment. Jim began his professional career as a public law attorney with Best & Krieger LLP, where he served as Assistant City Attorney for the cities of Corona and Ontario, and General Counsel for Western Municipal Water District. He is a graduate of Dartmouth College and received both a Juris Doctorate and Master of Urban Planning from UCLA.

Regulatory Disclosure

Disclosure of Conflicts of Interest and Legal or Disciplinary Events. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Urban Futures, Inc. ("UFI") and its associated persons.

Conflicts of Interest. Compensation. UFI represents that in connection with the issuance of municipal securities, UFI may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, UFI hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding UFI's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair UFI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e., hourly or fixed fee based) may also present a potential conflict of interest regarding UFI's ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair UFI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships. UFI serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another UFI client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, UFI could potentially face a conflict of interest arising from these competing client interests. UFI fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If UFI becomes aware of any additional potential or actual conflict of interest after this disclosure, UFI will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

Legal or Disciplinary Events. UFI does not have any legal events or disciplinary history on UFI's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access UFI's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.
There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against UFI, UFI will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate UFI, its management and personnel

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Garrett Strang, Civil Engineering Assistant

SUBJECT: Notice of Completion for the 2023 Citywide Slurry Seal Project

RECOMMENDATION

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

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

PRIOR ACTION/VOTE

On November 19, 2024, the City Council awarded the construction contract for the 2023 Citywide Slurry Seal Project, CIP No. 13048 to Roy Allan Slurry Seal, Inc. in the amount of $2,952,488.50 (Vote: 5-0).

On June 3, 2025, the City Council approved Resolution No. 25-4836, approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, and the Fiscal Years 2025/26 to 2029/30 Capital Improvement Plan which included the 2023 Citywide Slurry Seal Project, CIP No. 13048 (Vote 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

Construction of the 2023 Citywide Slurry Seal Project, CIP 13048, began on December 3, 2024, and was deemed substantially completed on April 4, 2025, with final completion on June 20, 2025. The project consisted of applying Slurry Seal to approximately 25% of all non-arterial streets citywide, including approximately 11,223,204 square feet of pavement surface and 58 centerline miles. General Improvements consisted of applying either a type 1, type 2, type 1 over 3, or type 2 over 3 slurry seal to various streets. The type of slurry being applied is based on the City's pavement management program and the most recent pavement condition index (PCI) of each individual street. Other ancillary work consists of crack fill, micro-milling, and signing and striping. CIP No. 13048 is funded by Measure A, Gas Tax, and Water District Reimbursement Agreement funds.

Although the final retention payment has not yet been made, the project is anticipated to close out at approximately $60,000, under the original contract value.

City forces have inspected the improvements and found them to be satisfactory. Staff recommends formal acceptance by the City Council.

FISCAL IMPACT

The total construction costs of $2,890,381.74 were provided from Measure A, Gas Tax, and Water District Reimbursement funds in CIP No. 13048.

ATTACHMENTS

1. Notice of Completion
2. Vicinity Map

RECORDING REQUESTED BY: City of Murrieta
When recorded return to:
City of Murrieta
Attn: City Clerk
1 Town Square
Murrieta, CA 92562

Space above for Recorder's Use

NOTICE OF COMPLETION
Construction of
2023 Citywide Slurry Seal Project, CIP No. 13048

Notice is hereby given that: No Fee Per Government Code 27383

1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2) The full name of the undersigned is City of Murrieta, a municipal corporation.
3) The full address of the undersigned is 1 Town Square, Murrieta, CA 92562.
4) The nature of the title of the undersigned is: In Easement.
5) A work of improvement on the described property was substantially completed on April 4, 2025.
6) The name of the contractor for such work of improvement is Roy Allan Slurry Seal, Inc. The property on which said work of improvement was completed is in the City of Murrieta, County of Riverside, State of California, and is described as follows: 2023 Citywide Slurry Seal Project, CIP No. 13048.
7) The street address of said project is: Various Street Citywide (25% of all local/residential streets and select secondary, collector, and major streets per project map)

CITY OF MURRIETA

Robert K. Moehling
Director of Public Works

VERIFICATION OF CITY CLERK

I, the undersigned, say:
I am the City Clerk of the City of Murrieta; the City Council of said City on _____, 20____, accepted the above described work as completed and ordered that a Notice of Completion be filed.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20____, at Murrieta, California.

CITY OF MURRIETA

_____
City Clerk

2023/24 CITYWIDE SLURRY SEAL PROJECT-CIP 13048
CITY PROJECT NO. 23-479

MURRIETA
SOUTHERN CALIFORNIA

Legend

- City Boundary
- City Streets
- Surronding County Streets

Slurry Type

- Type 1
- Type 1 over 3
- Type 2
- Type 2 over 3

N
W E
S

1.5 0.75 0 1.5 Miles

G:\GISData\Departments\PublicWorks\ArcMapDocs_24\SlurryProject36x36.mxd
May 7, 2024

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Garrett Strang, Civil Engineering Assistant

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

RECOMMENDATION

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

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

PRIOR ACTION/VOTE

On June 20, 2023, City Council authorized and executed an on-call agreement with Michael Baker International to provide civil design services for various Capital Improvement Projects (Vote: 4-0).

On June 3, 2025, City Council approved Resolution No. 25-4836, approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, and the Fiscal Years 2025/26 to 2029/30 Capital Improvement Plan which included the Whitewood Road Widening Project, CIP No. 8389 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

The Whitewood Road Widening Project (Project), CIP No. 8389, is between Hunter Road and 300 feet south of Clinton Keith Road and is approximately 0.85 miles in length. The Project involves widening the east half of the roadway to its ultimate width. Currently, Whitewood Road has two (2) lanes in the southbound direction and one lane in the northbound direction, with an unpaved shoulder on the east side. The purpose of this Project is to alleviate congestion, improve traffic circulation, and create a safer path of travel for both bicyclists and pedestrians by constructing the roadway to its ultimate major classification, four-lane section. The project also includes widening asphalt and installation of curb and gutter, sidewalks, streetlights, storm drain improvements, water quality devices, signing and striping, and other ancillary improvements. This project will

adjoin and complement similar frontage improvements recently completed by private development at the southeast corner of Clinton Keith and Whitewood roads, which is why this project area will end 300 feet south of Clinton Keith Road.

Michael Baker International (MBI) provided the City with a proposal for environmental and engineering design services necessary to prepare the environmental documents and plans, specifications, and estimates (PS&E) to bid the project. MBI is one of the City's on-call consultants and will perform services within the terms of their existing on-call agreement. The scope of work outlined in MBI's proposal includes the following:

- Project management, coordination, and meetings;
1. Records research and field investigation;
2. Utility research and coordination;
3. Survey and topography;
4. Environmental and cultural:
    - Project Initiation and Project Description,
    1. Technical and Focused Studies,
    2. Aquatic Resource Delineation,
    3. Joint Project Review (JPR),
    4. Determination of Biological Equivalent or Superior Preservations (DBESP),
    5. Environmental Checklist Application,
    6. Public Hearings, and
    7. Multiple Species Habitat Conservation Plan (MSHCP) Minor Amendment;
- Hydrology and hydraulic reports;
1. Water Quality Management Plan (WQMP) with Green Streets compliance;
2. Storm Water Pollution Prevention Plan (SWPPP);
3. Geotechnical investigation;
4. Final improvement plans (in addition to milestone submissions at 30%, 60% and 90%); and
5. Project Specifications and Engineer's Estimate.

MBI recommends using a categorical exemption in accordance with California Environmental Quality Act (CEQA). An MSHCP minor amendment may also be needed in order to correct the MSHCP approved covered road alignment.

A Request for Proposal was sent to MBI in February 2025. After several discussions, a final scope and fee was submitted in the amount not to exceed $411,100. Staff has determined that this price is in line with other projects of similar scope and recommends that a purchase order for professional engineering design services with MBI be approved.

Design is expected to be completed by January 2027, with construction occurring in the summer 2027.

FISCAL IMPACT

Funding in the amount of $452,210, which includes a ten (10%) percent contingency is available in CIP No. 8389.

ATTACHMENTS

1. Proposal from Michael Baker International for Engineering Design Services
2. Vicinity Map

Engineering Design and Environmental Services for

Whitewood Road Widening Project

From Hunter Road to 500' South of Clinton Keith Road



Submitted by:

Michael Baker INTERNATIONAL
40810 County Center Drive
Suite 200
Temecula, CA 92591

Submitted to:

City of
Murrieta
1 Town Square
Murrieta, CA 92562

COVER LETTER

Michael Baker INTERNATIONAL | *We Make A Difference*

July 24, 2025

City of Murrieta Department of Engineering
1 Town Square
Murrieta, CA 92562
Attn: Garrett Strang, Civil Engineering Assistant/Project Manager

Re: Proposal for Design of Whitewood Road Widening, Rev. 2

Michael Baker International (Michael Baker) is pleased to submit the enclosed proposal to the City of Murrieta (City) for the preparation of improvement plans for the widening of Whitewood Road, from Hunter Avenue to 500' South of Clinton Keith Road. Michael Baker understands the significance of this project to the City and the Community, and is dedicated to delivering results on time and within budget. Our team recognizes that this effort is essential in supporting the City's transportation infrastructure goals, enhancing safety, and ensuring long-term resilience.

The Michael Baker Team offers the Following

Relevant Project Experience

Our team has extensive experience with roadway widening development and similar safety improvements, allowing us to anticipate and address the unique challenges of this project. Michael Baker has been involved in several roadway widening and improvement projects throughout the Temecula Valley, as well as roadway improvements relevant to land development expansion, for nearly 40 years.

Established Relationships

We bring well-established relationships with the key agencies and stakeholders involved in this project, facilitating efficient communication and collaboration throughout the project's life cycle.

Local Environmental Expertise

The environmental project team will be managed by Michael Baker Environmental Project Manager and City of Murrieta resident Alicia Gonzalez. Alicia and her team of environmental professionals have ample experience preparing 15183 Environmental Checklists, including Environmental Checklists for the City of Menifee's Garbani and Evans TTM 38766 Project. We are also currently providing environmental services for the City's Menifee Road Project, which is located only 0.5-mile east of the project, and recently completed a Categorical Exemption for the City's Glen Arbor Dog Park Project. Based on our work history in the City and experience preparing Environmental Checklists throughout the state, Michael Baker has gained an unmatched understanding of key issues associated with the proposed project, and the context-sensitive solutions that will be required to successfully deliver the Environmental Checklist for the project. Alicia and her team of environmental professionals will leverage this experience to efficiently review this project and future implementing projects against the SEIR.

Michael Baker Firm Description

Michael Baker, founded in 1940, is a full-service consulting firm providing planning, structural and traffic engineering, surveying, construction management, and related professional services. The firm maintains a professional staff of 585 employees located in 11 offices throughout California and 4,500 employees across the U.S.

Project Manager

Ms. Lonnie Druliner, PE
40810 County Center Drive
Suite 200
Temecula, CA 92591
(951) 506-2072
Lonnie.Druliner@mbakerintl.com

Subconsultants

Geocon West – *Geotechnical*
BCR Consulting – *Cultural*
C-Below – *Potholing*

Responsiveness & Innovation

Michael Baker is committed to a proactive and innovative approach, adeptly addressing potential project complexities with flexibility and creative solutions. Our team recognizes the importance of engaging with stakeholders such as the Murrieta Valley Unified School District, ensuring that communication is frequent and effective. This collaborative effort ensures that key design decisions are made promptly and adhered to, minimizing impact on the students and the broader community.

Michael Baker is dedicated to providing the City with exceptional consulting. Our Firm's readiness, capabilities, and efficiency make us the ideal partner for this endeavor. We are confident that, given our expertise and commitment, Michael Baker is the best-suited team to deliver a successful project for the City. Please contact Lonnie Druliner for any additional information or questions.

Sincerely,

MICHAEL BAKER INTERNATIONAL

Christopher Alberts, PLS
Project Director / Vice President

Lonnie Druliner, PE
Project Manager / Senior Associate

TABLE OF CONTENTS

Cover Letter

Project Understanding and Approach 1

Scope of Work 2
Man-Hour Estimate 17
Project Schedule 18

Firm Qualifications 19

Project Team 24

Cost Proposal ..... *Submitted via separate PDF*

PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The Whitewood Road Widening Project involves the construction of street improvements on Whitewood Road from Hunter Road to the Vintage Farm development at the southeast corner of Clinton Keith Road and Whitewood Road. The goal is to widen the road to match City Standard 103, making it a full-width major highway with curb, gutter/sidewalk, streetlights, storm drain improvements, and water quality devices. However, it may be modified major highway to match the proposed roadway widths with raised or striped medians based on the City's preferred aesthetic for its connection to the Vintage Farm Development. The improvements will aim to avoid relocating or disturbing the existing drainage features near the existing road, and the proposed drainage facilities will tie-into the existing storm drain along Whitewood Rd. Stormwater is planned to be treated by a Green Streets design within the right-of-way between the back of curb and sidewalk.

The project also requires consideration of an existing water resource adjacent to Whitewood Road and compliance with environmental regulations, including the MSHCP criteria. The Murrieta General Plan 2035 Supplemental EIR (General Plan SEIR) was certified by the City of Murrieta on July 7, 2020 (State Clearinghouse No. 2010111084). The SEIR is a focused update to the 2011 General Plan EIR, which is considered a Program EIR pursuant to CEQA Guidelines Section 15168. Specifically, the SEIR evaluates an update to the City's 2011 General Plan, an update to the City's 2011 Climate Action Plan (CAP Update), and Zone Code Amendment.

Based on Michael Baker's review of the City's Request for Proposals for Engineering Design and Environmental Services, as well as review of the General Plan Circulation Element and SEIR, the proposed Whitewood Road Widening Project (project) is considered an implementing project of the Murrieta General Plan 2035 Circulation Element. The approximately 0.8-mile project consists of street improvements on Whitewood Road between Hunter Road and 500' South of Clinton Keith Road, widening the existing road to a full width Major classification roadway (76' curb to curb and 100' ROW) to include curb and gutter/sidewalk, streetlights, necessary storm drain improvements, water quality devices, etc. This widening is consistent with Whitewood Road's roadway classification identified on Murrieta General Plan Circulation Element Exhibit 5-6, General Plan 2035 Circulation Map.

CEQA mandates that projects which are consistent with the existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies; refer to CEQA Guidelines Section 15183, Projects Consistent With a Community Plan or Zoning.

As the project is consistent with the roadway classification considered in Murrieta General Plan Circulation Element Exhibit 5-6, Michael Baker has determined that the project preliminarily qualifies for a CEQA streamlining opportunity called a "15183 Exemption." The 15183 Exemption is documented using an Environmental Checklist intended to evaluate whether the project is within the scope of the SEIR pursuant to CEQA Guidelines Section 15168. This type of CEQA exemption does not require a CEQA public review period or tribal consultation under AB 52. A minor amendment will also be submitted to adjust the covered road alignment to correspond with it's current location.

Project Approach

The project management strategy involves the project manager overseeing all elements of the project, conducting regular staff meetings to monitor progress, adhering to deadlines within our purview, and providing frequent updates to the City to promptly address any issues.

On a monthly basis, Michael Baker will issue invoices and progress reports to the City, detailing major items worked on during the billing period and the percentage complete for each task. This report will include all necessary backup and will establish internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs. If further detail is needed, the project manager will be available to discuss and negotiate each task.

The QA/QC Manager will review the submittal package to minimize comments from the City. As part of our commitment to Quality Service, Michael Baker has an established QA/QC program that is implemented and appropriately scaled for each specific project and task order. It is structured to mitigate issues with little to no escalation by building in quality at every step of the process, promoting prevention rather than detection. Senior staff will conduct a formal independent project review at milestone stages, analyzing all project documents, schedule and cost control, errors and/or omissions, and compliance with City requirements. Michael Baker understands that project quality is our responsibility.

Our approach ensures a comprehensive and detailed Plans, Specifications, and Estimate (PS&E) package that will facilitate the successful construction of the Whitewood Road Widening Project. We are committed to delivering a high-quality project that meets the City of Murrieta's expectations and enhances the City's infrastructure.

SCOPE OF WORK

Task 1: Project Management, Coordination, and Meetings

Task 1.1 Project Management, Coordination, and Meetings

Michael Baker shall work with the City of Murrieta to schedule a project kickoff meeting (pre-design meeting) as well as planned status meetings with the City. Additional meetings with City Departments, City of Murrieta's sub-consultants as well as other key stakeholders will be scheduled and attended as necessary. Michael Baker shall provide meeting agendas with input from the City for each meeting and will prepare and distribute meeting minutes if requested. A total of twelve (12) meetings is assumed in this task. It is also assumed coordination with the residents and providing notifications letters for survey and conflicts are to be included in this task.

It is understood that the City explicitly understands that project management, meetings, and coordination will be billed on a time and materials basis. Should the budgetary hours be exceeded, Michael Baker will notify the City and request a contract amendment for additional hours.

Task 2: Records Research and Field Investigation

Task 2.1 Records Research and Field Investigation

Michael Baker will complete the necessary research to gather and review available information such as tract maps, right of way maps, and record/as-built drawings. Our team will conduct a field visit to photo document all locations.

Assumptions: The City shall provide existing improvement as-builts, drainage, and other reports pertaining to the project and immediate surrounding area for use.

Task 3: Utility Research and Coordination

Task 3.1 Utility Research and Coordination

Early coordination with the utility owners at each of the locations within the project limits is critical to expedited project delivery. Michael Baker will prepare Utility Request letters (on City letterhead), requesting utility owners to send their facility maps and as-built plans. We will coordinate with each utility owner until all responses are received. Michael Baker will maintain a current utility contact matrix including copies of notices sent, copies of responses received, plans received and any relevant correspondence.

Once all plans have been received, Michael Baker will plot the utilities on the plans and probable conflicts will be noted and discussed with the City.

Assumptions: SCE Coordination for new street lighting pedestals/service meters is not included in the scope of work.

Task 3.2 Potholing (Optional)

Michael Baker has partnered with C Below, Inc (C Below) for potholing.

C Below will perform up to eight (8) potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch. The potholing includes Dig Alert coordination & delineation, encroachment permit, vacuum excavation to top of utility (encasement or stop depth), hot patching, slurry backfill, engineered traffic control plans, standard traffic control up to 55 mph, and removal of debris.

Assumptions and Exclusions: Permitting will be approved within two City reviews. Any additional reviews required will result in extra charges based on the additional time needed. Potholes outside of our standard will be billed based on actual depth or conditions. Potholing in streets will be required to have reduced working hours between 9:00am to 2:30pm due to school traffic. No fee will be encumbered for the encroachment permit. If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on the estimate. Permanent cold patch, sand backfill, flagging for traffic control, sidewalk concrete panel

replacement, removal of Dig Alert marks, and survey of pothole locations pre or post pothole is not included.

Deliverables: A detailed potholing report at the conclusion of the investigation.

Task 4: Topographical Survey and Record Mapping

Task 4.1 Topographic Survey

Michael Baker's in-house survey team will establish survey controls on all sites. Otherwise specified, the basis of survey will be CCS Zone 6, NAD 83, Epoch 2010.00 for horizontal, and NAVD 88 for vertical. County of Riverside benchmarks will be used as reference for establishing vertical controls.

Consultant shall prepare a comprehensive topographic survey to identify and plot existing conditions of the subject area. Topography may include obtaining locations, elevations, and descriptions of:

- Major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks, and natural ground.
- Spot elevations on hardscape features, concrete pads, and other hard surfaces.
- Roads, parking areas, major trails
- Facilities – Outlines of buildings, sheds, barns, existing structures.
- Walls, fences and other barriers.
- Power poles, lights, and major signs.
- Above ground utilities including valves, pull-boxes, meters, and vaults within project area.

Task 4.2 Record Data Map Preparation

In order to include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled topographic base data or other overlay features, the Consultant shall perform the following tasks:

- Michael Baker shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- Michael Baker shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Michael Baker shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Michael Baker shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a comprehensive boundary survey and analysis, and that it's orientation may disagree substantially from the position determined by a full boundary survey and analysis;
- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by the Client. Michael Baker shall use information obtained for free from the Riverside County Surveyors website. If some areas are not defined on the County website, preliminary title reports will be required to understand the current property lines. This task does not include any title reports or title work necessary to plot the record boundary.

Assumptions: Boundary survey is excluded. Pre-construction and Post-construction Corner Records are excluded. Whitewood location is not shown on any recorded maps. We will need title report(s) and the grant deed (s) to show the current location.

Deliverables: Topographic CAD File, Record Base Map

Task 5: Environmental & Cultural

Task 5.1 Project Initiation and Project Description

Task 5.1.1 Project Initiation/Kick-Off Meeting

At 30% design, the work program will be initiated with a kick-off meeting with City and Michael Baker engineering team to discuss the project features in greater detail. This initial meeting is vital to the success of the CEQA Review process and will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Michael Baker will host the project Kick-Off Meeting over a video conferencing platform (i.e., Microsoft Teams). Prior to the kick-off, Michael Baker will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kick-off meeting, Michael Baker will prepare Meeting Minutes that detail action items for Michael Baker and City staff.

Deliverables: Meeting Agenda and Meeting Minutes in PDF Format

Task 5.1.2 Research and Investigation and Project Description

Michael Baker will obtain and review available referenced data for the project, including planning and policy documentation from the City, as well as other local, State, and Federal agencies that may be affected by the project. This information will become part of the environmental checklist's foundation and will be reviewed and incorporated into the analysis, as appropriate. Upon completion of Michael Baker's research and investigation, a draft project description will be prepared for review and comment by City Staff. After receiving comments and making the appropriate changes, we will submit a revised version of the project description, which will be the basis for the project's environmental checklist.

Deliverables: Draft and Final Project Description in Microsoft Word and PDF Format.

Task 5.2 Technical Studies

Technical studies related to air quality, biological resources, cultural resources, energy, greenhouse gas emissions, and noise are proposed in order to examine whether there are project-specific significant effects which are peculiar to the project or its site and to comply with the SEIR Mitigation Monitoring and Reporting Program and anticipated regulatory permitting considerations. Although we understand the project would increase capacity of Whitewood Road, Michael Baker does not propose a traffic impact analysis/vehicle miles travelled analysis since this project was already evaluated in the SEIR and the SEIR does not include mitigation measures requiring preparation of these studies.

Task 5.2.1 Air Quality, Energy, and Greenhouse Gas Analysis

The project is located within the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Based on data provided by the project applicant, air quality and greenhouse gas emissions generated during construction activities will be quantified using the California Emissions Estimator Model version 2022.1 (CalEEMod). Energy consumption during construction activities will also be quantified. A general description of the major phases of construction and their timing will be required. The short-term construction analysis will be conducted in compliance with the SCAQMD CEQA Air Quality Handbook. The proposed roadway widening would not generate additional vehicle trips or operational source emissions or energy consumption. As such, operational analysis would be qualitative. Project consistency with the City's CAP, SCAQMD's 2022 Air Quality Management Plan, the California Air Resources Board (CARB) 2022 Climate Change Scoping Plan, and Southern California Association of Governments 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (2020–2045 RTP/SCS) will also be evaluated.

Deliverables: Draft and Final Air Quality, Energy, and GHG sections of the Environmental Checklist, with modeling included as an appendix.

Task 5.2.2 Cultural Resources Analysis

In accordance with SEIR Mitigation Measure CR-1, Michael Baker has retained trusted subconsultant BCR Consulting for the project's cultural resources analysis.

Research. BCR Consulting will complete a records search for cultural resources (archaeological and historical) for the project at the South Coastal Information Center (SCIC) at San Diego State University. The results will be summarized to characterize the status and extent of previous cultural resource studies completed in the project area (including a one-mile radius), and to help predict the types of resources expected within the project site boundaries.

Field Survey. BCR Consulting field staff will perform a pedestrian cultural resources survey of 100 percent of the accessible project site at systematic 15-meter transect intervals. This fieldwork will be completed under the supervision of a cultural resource professional that meets the United States Secretary of the Interior's Professional Qualifications Standards for Architectural History, and for Archaeology. The goal of this task will be to identify any cultural resources within the project site boundaries (including prehistoric and historic archaeological and historic architectural resources), and to produce or update the necessary site records. For the purposes of this proposal, negative findings are anticipated. If cultural resources (including prehistoric or historic-period archaeological sites, or historic-period buildings) are identified, a budget and schedule adjustment may be necessary.

Report. A cultural resources report will be produced consistent with CEQA requirements, in a format acceptable to the City. The report will include a project description, cultural setting, methods, results, and recommendations sections. Relevant maps and photographs will also be included. Department of Park and Recreation (DPR) 523 forms will be completed and attached to the report to record any cultural resources identified.

Paleontological Overview. BCR Consulting will initiate a paleontological overview for the project with the Western Science Center Museum for the project. Professional paleontologists will review relevant paleontological sensitivity maps and reports completed in the vicinity of the project to assess sensitivity for buried paleontological resources (i.e. fossils). The resulting report will be appended to the cultural resources report.

Native American Heritage Commission Sacred Lands File Search. During this task BCR Consulting will contact the Native American Heritage Commission to request a Sacred Lands File (SLF) Search for the project. The results of the SLF will be appended to the report. This Scope of Work excludes Assembly Bill (AB) 52 Native American Consultation, which is not required for 15183 Environmental Checklists.

Deliverables: One draft and one final Cultural Resources Assessment submitted to the client for review electronically in Microsoft Word and PDF formats

Task 5.2.3 Noise Analysis

The applicable noise and land use compatibility criteria for the project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to three separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) noise measurements. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and Noise Ordinance specifications. The proposed roadway widening would not generate additional stationary sources, and therefore operational stationary noise analysis would be qualitative. However, the proposed roadway widening would reallocate traffic along nearby roadway segments. As such, traffic noise levels will be calculated under without and with the project conditions and compared to the land use noise compatibility standards for nearby sensitive receptor locations.

Deliverables: Draft and Final Noise section of the Environmental Checklist, with modeling included as an appendix.

Task 5.2.4 Habitat Assessment and WRCMSHCP Consistency Analysis

Michael Baker will conduct a literature and database review of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online system and Critical Habitat mapper to preliminarily identify any special-status biological resources known to occur in the USGS 7.5-minute quadrangle that corresponds with the project site location, as well as the surrounding quadrangles (i.e., 9-quad search). In addition, Michael Baker will also review the Western Riverside County

Multiple Species Habitat Conservation Plan (MSHCP), U.S. Department of Agriculture Natural Resource Conservation Service Web Soil Survey, and historic and current aerial photographs to assess existing site conditions and habitat suitability for special-status biological resources.

Following the literature review, a single visit habitat assessment will be conducted by qualified biologists to document baseline biological conditions within the project site and 500-foot study area buffer (the biological study area). The habitat assessment will evaluate the site's potential to support special-status plant and wildlife species, including habitats covered under the MSHCP (e.g., vernal pools, riparian/riverine habitat). Vegetation communities occurring within the biological study area will be classified in accordance with the vegetation descriptions provided in the MSHCP and cross-referenced with A Manual of California Vegetation (Sawyer et al. 2009). During the field survey, a general inventory of plant and wildlife species detected by sight, calls, tracks, scat, or other signs will be compiled. Detailed field notes will be compiled including site conditions, visible disturbance factors, species, habitats, and more general biological resource issues observed or detected. Representative photographs will be taken to document the site conditions at the time of the survey. If any special-status biological resources are found within the biological study area, their location(s) will be recorded, and the resource will be discussed in the technical report.

Michael Baker will analyze the project site within the context of CEQA, MSHCP, and any current City or County guidance. As stated in the RFP, the project site overlaps with three MSHCP Criteria Cells (5669, 5772, and 5775). The project site also lies within MSHCP-defined survey areas for burrowing owl, Narrow Endemic Plant Species (NEPS), and Criteria Area Plant Species (CAPS). It is assumed there is suitable habitat for NEPS/CAPS and therefore focused plants surveys will be required. During the habitat assessment site visit, qualified biologists will assess the site's suitability to support burrowing owl (according to Step I: Habitat Assessment of the MSHCP Burrowing Owl Survey Instructions; RCA 2006) and the recently protected Crotch's bumble bee. Focused survey tasks for these resources are included below. The project site must also be evaluated as it relates to the policy in MSHCP Section 6.1.2 (Riparian/Riverine and Vernal Pool Resources). Based on the observations made during the habitat assessment, if there are additional resources that could potentially occur and it is determined that additional studies are needed, an additional scope and fee for those services will be provided.

A technical report will be prepared that summarizes the information and results obtained during the literature review and field survey; documents the plant, wildlife, and vegetation communities present in the biological study area; and determines the potential for special-status biological resources to occur in the biological study area. In addition, the report will provide an analysis of anticipated project-related impacts and include a consistency analysis to document compliance with the MSHCP and identify potential impacts to MSHCP-covered species and habitats (e.g., vernal pools, riparian/riverine habitat). The final report will be sufficient to make the appropriate consistency determination to demonstrate compliance with the MSHCP. Site photographs taken during the field survey and geographic information systems (GIS) figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site.

Assumptions and Exclusions: This task assumes one field survey will be conducted by two biologists and that the client will provide full access to the project site and surrounding vicinity (to the extent practicable). The client will also provide keys to locked gates and advance notice to existing property tenants of Michael Baker's right of entry. This task includes one impact analysis of the proposed project's development footprint (at least 30% engineering design). We assume that all proposed project activities, including staging will occur on the subject property. Offsite staging or clearing of another property would also require a biological evaluation, and any additional effort outside of the project site is not included in this scope. This task also assumes one round of review/revisions to the draft report before accepted as final.

Deliverables: One draft and one final Habitat Assessment and MSHCP Consistency Analysis Report submitted to the client for review electronically in Microsoft Word and PDF formats.

Task 5.2.5 Focused Special-Status Plant Surveys and Report

Michael Baker botanists will conduct focused botanical surveys to document the presence and location(s) of special-status plants on the project site and surrounding 100-foot buffer (survey area). Due to the project site's location within the MSHCP-defined survey areas for Narrow Endemic Plant Species and Criteria Area Plant Species, surveys will focus on the following species presented in Table 1, Summary of Special-Status Plant Surveys.

Table 1. Summary of Special-Status Plant Surveys

MSHCP Survey Area	Focal Species	Species Blooming Period
Narrow Endemic Plant Surveys Survey Area	Munz's onion	March – May
	San Diego ambrosia	April – October
	many-stemmed dudleya	April – July
	spreading Navarretia	April – June
	California Orcutt grass	April – August
	Wright's trichocoronis	May – September
Criteria Area Plant Species Survey Area	Parish's brittlescale	June – October
	Davidson's saltscale	April – October
	thread-leaved brodiaea	March – June
	round-leaved filaree	April – September
	smooth tarplant	March – May
	Coulter's goldfields	February – June
	little mousetail	March – June
	mud nama	January – July

Focused botanical surveys will also include special-status plant species not covered by the MSHCP but that have the potential to occur based on the results of the literature review conducted under Task 5.2.4.

The surveys will be conducted consistent with guidelines provided by CNPS, USFWS, and CDFW. The surveys will be floristic in nature, meaning that species encountered will be identified to the taxonomic level necessary to determine rarity and listing status.

Prior to conducting the survey, Michael Baker botanists will also conduct a review of known reference sites to determine whether the target species are identifiable at the time of the survey and to obtain a visual image of the target species, associated habitat, and associated natural community. Each survey area will then be assessed systematically on foot by walking transects that will vary between approximately 10 and 50 feet apart depending on plant density and visibility to allow for 100 percent coverage necessary to inventory plant species.

Once the final survey is complete, Michael Baker will prepare a letter report using information gathered from the results of the focused plant survey. The letter report will include documentation and mapping of special-status plant species observed (if any). If special-status plants are discovered, Michael Baker will complete and submit to the CNDDB California Native Species Field Survey Form(s), accompanied by a copy of the relevant portion of a 7.5-minute topographic map showing the occurrence mapped. Although an impact analysis in compliance with CEQA and the MSHCP will not be conducted, the report will provide recommendations for avoidance and minimization to reduce potential impacts to special-status plant species, if detected. The results of the report would be summarized in the Biological Resources Assessment described in Task 5.2.4.

Assumptions and Exclusions: This task assumes a team of two biologists will conduct two field surveys and includes additional hours to visit reference sites to ensure species will be visible if present. This task assumes that the client will provide full access to the project site and surrounding vicinity (to the extent practicable). The client will also provide keys to locked gates and advance notice to existing property tenants of Michael Baker's right of entry. This task also assumes one round of review/revisions to the draft report before accepted as final.

Deliverables: One draft and one final Focused Special-Status Plant Survey Report submitted to the client for review electronically in Microsoft Word and PDF formats

Task 5.2.6 Aquatic Resources Delineation Report

As stated in the RFP and confirmed by Michael Baker using a USGS topographic map, there is an existing aquatic feature adjacent to Whitewood Road. Therefore, it is recommended that an aquatic resources delineation be conducted for the

proposed project site to determine if this and any other features fall under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW. Michael Baker will perform an aquatic resources jurisdictional delineation to document "waters of the United States" and "waters of the State," including potential jurisdictional wetlands, located on the project site and a 100-foot buffer. Prior to the survey, Michael Baker will review relevant information to support the field delineation. In addition to the sources reviewed as part of Task 5.2.4, the following information and data will be compiled: flood zone maps, USFWS's National Wetlands Inventory Mapper, hydrology/climate information, watershed data, and hydrologic data sources to identify potential indicators of flow duration and select sites for data collection. The field delineation will result in a determination of the following jurisdictional resources:

- U.S. Army Corps of Engineers (USACE) – "waters of the United States" as determined by an ordinary high-water mark, as well as the existence of wetlands as determined by the presence wetland hydrology, hydrophytic vegetation, and hydric soils, pursuant to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008). The Arid West Stream Duration Assessment Method (SDAM) will be used to document flow regime.
- Regional Water Quality Control Board's (RWQCB) – "waters of the State" as determined by the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board 2019) and Section 13263 of the California Porter-Cologne Water Quality Control Act, as applicable.
- CDFW – "waters of the State" as determined by the presence of a lake or streambed pursuant to Section 1600 et seq. of the California Fish and Game Code.

Once the field delineation is complete, Michael Baker will prepare a technical letter report summarizing the information and results obtained during the literature review and field survey. The report will include a description of the aquatic resources investigated and site photographs to illustrate the site conditions. A technical memorandum will be prepared for the results of the SDAM that identifies the stream flow duration of the given study areas. The memorandum shall include backup data from the literatures review as well as site reconnaissance.

Pursuant to resource agency requirements, the report will include figures or exhibits to enhance the written text and identify the location of jurisdictional aquatic resources. This task includes GIS staff time to analyze and create the figures or exhibits, which will be prepared on an aerial photograph base at a scale of 1:2,400 (1 inch = 200 feet). The figures will illustrate the extent (acreage and linear feet) of each drainage and/or wetland feature regulated by the USACE, RWQCB, and/or the CDFW. The report will provide a summary of anticipated project-related impacts and provide suggestions for the inclusion of project design features to avoid or minimize impacts to jurisdictional areas. In addition, the report will identify regulatory approvals that may be required prior to implementation of the proposed project.

Assumptions and Exclusions: This task assumes one field survey will be conducted and that the client will provide full access to the project site and right-of-way, as well as keys to locked gates, however, Michael Baker does not anticipate requiring access to residential properties surrounding vicinity (to the extent practicable). The client will also provide advance notice to existing property tenants of Michael Baker's right of entry. This task includes one impact analysis of the proposed project's development footprint (at least 30% engineering design). This task also assumes one round of review/revisions to the draft report before accepted as final. This task excludes the preparation and processing of regulatory permit applications with the U.S. Army Corps of Engineers, Regional Water Quality Control Board and California Department of Fish and Wildlife.

Deliverables: One draft and one final Aquatic Resources Delineation Report will be submitted electronically in Microsoft Word and PDF formats

Task 5.2.7 MSCHP Joint Project Review

The application package for a Joint Project Review (JPR) will be prepared for submittal to the RCA and Wildlife Agencies. The application will be prepared using the data from the Habitat Assessment and MSHCP Consistency Analysis (Task 5.2.4) and aquatic resources delineation (Task 5.2.6), and, if necessary, recommended focused surveys (Tasks 5.2.8 and 5.2.9) and preparation of the DBESP (Task 5.2.10).

Assumptions and Exclusions: Michael Baker will submit the JPR package to the City for review and approval. As the permittee, the City will be responsible for submitting the JPR package to the RCA. Submittal of the JPR package will trigger

the start of a 14-calendar day review by the RCA. Once the RCA concurs with the JPR, they will forward the package to the Wildlife Agencies which will trigger the start of their 10-day review period. This task also assumes one round of review/revisions to the draft JPR package before submittal to the RCA/Wildlife Agencies.

Deliverables: One draft and one final JPR application will be submitted to the City

OPTIONAL TASKS FOR TASK 5.2: The following tasks have been included in the event the habitat assessment in Task 5.2.4 determines there is a potential for burrowing owl or Crotch's bumble bee, or it is determined that impacts to MSHCP resources (MSHCP survey area species or riparian/riverine resources) and/or aquatic resources would occur. Once Michael Baker conducts the comprehensive literature review and site visit as part of Task 5.2.4, we will provide a recommendation on whether these optional surveys and reports are needed. If additional focused studies may also be required, these will be identified and proposed for consideration. Additionally, if the aquatic resources delineation as part of Task 5.2.6, determines that regulatory permits are necessary, regulatory permitting and coordination (Tasks 5.2.8 through 5.2.11) will be required.

Task 5.2.8 Focused Burrowing Owl Survey and Report

If suitable habitat for the burrowing owl is determined present on the project site during the habitat assessment discussed in Task 5.2.4, then Michael Baker's qualified biologists will conduct Step II: Locating Burrows and Burrowing Owls of the MSHCP Burrowing Owl Survey Instructions (RCA 2006). The two-part method is as follows:

- Step II – Part A (Focused Burrow Survey): A systematic survey for potentially suitable burrows, burrow complexes, or man-made features (e.g., debris piles) that could be used by burrowing owl as nest structures will be conducted on foot. All potentially suitable burrow features will be mapped, including GPS coordinates. Burrows encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of suitable habitat, potential burrows, sign, and burrowing owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection, and signs of presence. Where feasible, the focused burrow survey will be combined with a site visit in Step II – Part B (below). This has been incorporated into the project's cost.
- Step II – Part B (Focused Burrowing Owl Surveys): Four visits will be conducted on four separate days during the breeding season (March 1 through August 31). Surveys will be conducted from one hour before sunrise to two hours after sunrise or two hours before sunset to one hour after sunset.

All surveys will be conducted during weather conditions conducive to observing burrowing owls outside of their burrows (i.e., not during rain, high winds [> 20 mph], dense fog, or temperatures exceeding 90°F). Walking transects will be spaced approximately 33 feet apart or less to ensure 100% visual coverage of all areas. The survey area will include the project site and a 500-foot buffer, as legally accessible to Michael Baker. Binoculars will be used in areas that are inaccessible on foot, with more complete, thorough coverage within the proposed project site.

Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of natural and man-made substrates in areas with low, open vegetation within the project site. All burrow features encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection, and signs of presence.

Following the completion of the final survey, a letter report will be prepared that includes a summary of the methods, conditions, and results of the surveys. Site photographs taken during the field survey and figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. This task includes time for GIS analysis to support the preparation of up to three figures.

Assumptions and Exclusions: This task assumes that potentially suitable habitat for burrowing owls occurs on-site, requiring completion of four field surveys in accordance with protocols provided in the MSHCP Burrowing Owl Survey Instructions. This task assumes that the client will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry. This task also assumes one round of review/revisions of the draft burrowing owl survey report by the client before accepted as final.

Deliverables: One draft and one final Focused Burrowing Owl Survey Report submitted to the client electronically in Microsoft Word and PDF formats

Task 5.2.9 Focused Crotch's Bumble Bee Survey and Report

Crotch's bumble bee is currently a candidate for listing as endangered under the California Endangered Species Act (CESA). Under California law, any species that are considered candidates for CESA listing are given full protection under CESA and must be treated from an impacts/significance standpoint as if they are already listed. Should suitable Crotch's bumble bee habitat be observed during the habitat assessment identified in Task 5.2.4, Michael Baker would conduct focused surveys for Crotch's bumble bee in accordance with the guidelines provided in CDFW's Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species (2023).

Accordingly, 3 on-site surveys will be conducted, 2-4 weeks apart between April and August, the Colony Active Period. Surveys would occur between 9:00 am and 1:00 pm, on warm (65-90 degrees F), sunny days with low wind (less than 8 mph). The guidelines incorporate the California Bumble Bee Atlas non-lethal protocol.

While surveys can indicate presence, negative results do not definitively confirm absence. Consequently, the California Department of Fish and Wildlife (CDFW) permits project proponents to assume presence based on habitat indicators, either instead of or in conjunction with surveys, and proceed with submitting an Incidental Take Permit application to CDFW.

Following the completion of the final survey, a letter report will be prepared that includes a summary of the methods, conditions, and results of the surveys. Site photographs taken during the field survey and figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. This task includes time for GIS analysis to support the preparation of up to three figures.

Assumptions and Exclusions: This task assumes that potentially suitable habitat for Crotch's bumble bee occurs on-site. This task assumes three surveys will be conducted by a team of two biologists to ensure surveys follow established guidelines. This task assumes that the client will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry. This task also assumes one round of review/revisions of the draft Crotch's bumble bee survey report by the client before accepted as final.

Deliverables: One draft and one final Focused Crotch's Bumble Bee Survey Report submitted to the client electronically in Microsoft Word and PDF formats

Task 5.2.10 DBESP Report

If MSHCP Covered Resources (e.g., riparian/riverine habitat, narrow endemic plant species, burrowing owls, etc.) occur on the project site and will be potentially impacted by the proposed project, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report will be prepared and submitted to the Riverside County Regional Conservation Authority (RCA) and Wildlife Agencies (CDFW and USFWS) for review and approval. The DBESP Report will be prepared in accordance with the RCA's most recent DBESP template and will include the following:

- Definition of the project area
- A written project description, demonstrating why an avoidance alternative is not feasible
- A written description of biological information available for the project site including the results of resource mapping
- Quantification of unavoidable impacts to riparian/riverine areas, vernal pools, burrowing owl, or other MSHCP-covered resources associated with the project, including direct and indirect effects
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement:
  - Compensatory mitigation measures developed during the pre-application meetings with the RCA, USACE, RWQCB, CDFW, and USFWS will be used to offset impacts as appropriate.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the proposed project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
  - Effects on Conserved Habitats

- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2
- Effects on riparian Linkages and function of the MSHCP Conservation Area

This task includes GIS staff time to analyze and create the figures or exhibits, which will be prepared on an aerial photograph base at a scale of 1:2,400 (1 inch = 200 feet) and time for coordination with the Wildlife Agencies.

Assumptions and Exclusions: Submittal of the report to the RCA will trigger the start of a 10-day (business) review. The City, as the permittee, will submit the DBESP (as part of the JPR package, see Task 5.2.7) to the RCA. Once the RCA concurs with those findings, they will forward the report to the Wildlife Agencies, which will trigger the start of a 60-day review period. Six hours have been included in this scope for RCA and Wildlife Agency coordination that may be necessary. This task also assumes one round of review/revisions to the draft report before submittal to the Wildlife Agencies and a second round of review/revisions to the draft report before submitting the final DBESP to the RCA/Wildlife Agencies for their review and concurrence.

Deliverables: One draft and one final DBESP Report submitted to the client electronically in Microsoft Word and PDF formats prior to submitting to RCA. Up to two revised Determination of Biologically Equivalent or Superior Preservation Report in electronic format based on comments from RCA and Wildlife Agencies

Task 5.2.11 USACE Approved Jurisdictional Determination (Optional)

This task includes the preparation of an Approved Jurisdictional Determination (USACE concurrence) following completion of the Aquatic Resources Delineation Report. The determination is the USACE's formal approval, which locks in jurisdictional and/or non-jurisdictional findings for up to five years. Documentation of "no federal jurisdiction" is required by the California agencies. This formal approval is required for State regulatory agencies to proceed without federal involvement.

Assumptions and Exclusions: This task assumes one round of reviews/revisions to the draft Approved Jurisdictional Determination before accepted as final. This task assumes Michael Baker will submit the Approved Jurisdictional Determination request to the USACE via email and provide as-needed assistance to support the USACE with their determination.

Deliverables: One draft and one final Approved Jurisdictional Determination will be submitted electronically in Microsoft Word and PDF formats

Task 5.2.12 RWQCB Waste Discharge Requirements (Optional)

Impacts to non-federal waters of the State are permitted through Waste Discharge Requirements (WDRs) under the Porter-Cologne Water Quality Control Act. A written request for a WDR will be submitted to the RWQCB. The WDR request generally includes the following items:

- A complete application form
- A detailed project description
- A description of project impacts
- A description of best management practices provided by the applicant to avoid erosion and sedimentation or discharge of materials into stormwater, both during construction and long-term project operation
- A discussion of the approvals being obtained from other federal, state, and local agencies
- The project CEQA document
- An alternatives analysis
- Application fee assessed using the RWQCB schedule (to be assessed by Michael Baker and provided by the applicant/Client).

The RWQCB requires that a request for a pre-application meeting be submitted 30 days prior to submitting the application. Michael Baker will submit the request by email and facilitate the pre-application meeting, which is typically held online via Microsoft Teams. Pursuant to the State Permit Streamlining Act, the RWQCB has 30 days following receipt of the application to deem it complete or request additional information. Following a determination that the application is complete, the RWQCB has an additional 60 days to issue the permit.

Assumptions and Exclusions: This task includes one impact analysis of the proposed project's development footprint (at least 60% engineering design) and one round of review/revisions on the draft application package before accepted as final. A reasonable range of alternatives will be provided for Michael Baker in order to prepare the alternatives analysis. The application package will be finalized based upon one round of comments. Application fee to be paid by Client.

Deliverables: One draft and one final Waste Discharge Requirement application package. Submittal to the RWQCB will be made by Michael Baker through email or ftp site. The signed application form must be sent directly to the RWQCB office by the client or Michael Baker.

Task 5.2.13 CDFW Streambed Alteration Agreement (Optional)

Michael Baker will prepare the Streambed Alteration Agreement application for submittal to CDFW to request authorization to CDFW jurisdictional associated with construction of the project. The SAA request generally includes the following items:

- A complete application form
- A detailed project description
- A description of project impacts
- A discussion of the approvals and certifications being obtained from other federal, state, and local agencies
- The project CEQA document
- The SAA application fee using the 2024 fee schedule (to be assessed by Michael Baker and provided by the Applicant/Client).

CDFW is a state agency; therefore, under the state Permit Streamlining Act, when the term of the requested agreement is five years or less, CDFW has 30 days following receipt of the 1602 application to deem an application complete or request additional information. Following a determination that the application is complete, CDFW has an additional 60 days to issue the draft 1602 SAA for review/signature by the Applicant.

Assumptions and Exclusions: This task includes one impact analysis of the proposed project's development footprint (at least 60% engineering design) and one round of review/revisions to the draft report before accepted as final. Application fee to be paid by Client.

Deliverables: One draft and one final 1602 Streambed Alteration Agreement application package. The application and supporting materials will be uploaded by Michael Baker using the CDFW EPIMS online system.

Task 5.2.14 Regulatory Permit Processing and Resource Agency Coordination

Once the application packages are submitted, the status of submittals will be coordinated with the USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are communicated and resolved at the earliest possible opportunity. This critical coordination may include telephone, email, or written correspondence, or meetings with the agencies. This task includes agency coordination time, including one site visit with regulatory agency staff that receive a submittal and the applicant, if requested.

Deliverables: Digital copies of agency correspondence, including emails, phone log, and meeting minutes associated with regulatory permitting consultations.

Task 5.3: Environmental Checklist Application

Task 5.3.1 Draft Environmental Checklist

Michael Baker will prepare a Draft Environmental Checklist for review by City staff. Written responses to each question on the Environmental Checklist will be prepared that describe and qualitatively and/or quantitatively evaluate the project's impact related to each topic and whether that impact is considered within the scope of the SEIR. In accordance with Appendix G of the CEQA Guidelines, the following environmental topics will be addressed in the Draft Environmental Checklist:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing

- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

Each environmental topic will evaluate the following:

- Was the impact analyzed in the SEIR?
- Would the implementing project result in new significant impacts or substantially more severe impacts than identified in the SEIR?
- Are there new circumstances involving new significant impacts or substantially more severe impacts?
- Is there any significant new information requiring new analysis or verification?
- Do mitigation measures from the SEIR resolve significant impacts?

A brief summary of the SEIR impact analysis and mitigation measures that apply to the environmental topic will be included. If data gaps are identified, the environmental topic discussion will include a list of data that needs to be supplemented for an adequate environmental analysis. This scope of work accounts for the technical studies identified in Section 5.2, which will form the basis of the project's environmental analysis.

Michael Baker will submit the Draft Environmental Checklist to the City for review and comment. In the event that the Draft Environmental Checklist results in a finding that the project will result in a greater impact than identified in the SEIR, Michael Baker will work with the City to develop the appropriate CEQA approach.

Deliverables: Electronic copy of the Draft Environmental Checklist prepared in Microsoft Word and PDF format and Exhibits (jpeg or PDF file format, as requested by the City)

Task 5.3.2 Final Environmental Checklist

After receiving the City's comments on the Draft Environmental Checklist and making the appropriate changes, Michael Baker will prepare a proof-check version of the Environmental Checklist for the City's consideration. We assume that the proof-check version will adequately address any substantive comments which the City had and that the City's comments on the proof-check version will be limited to edits and clarifications of final points. Michael Baker will address such final edits/clarifications and prepare a final version of the Environmental Checklist for the project files.

Deliverables: Electronic copy of the Final Environmental Checklist prepared in Microsoft Word and PDF format and Exhibits (jpeg or PDF file format, as requested by the City)

Task 5.4 Public Hearing and Meetings

Task 5.4.1 Public Hearings

Michael Baker's project manager and team will be available for in-person project hearing support on an as-needed time and materials basis. For the purpose of this scope, the project manager or a team member will be able to attend up to one public hearing for the project to answer questions regarding the environmental checklist.

Task 5.4.2 Coordination Meetings

Ms. Gonzalez will develop a regular meeting schedule with City staff and the engineering team to coordinate on project status and action items throughout the project. It is assumed that these check-in meetings will be conducted via conference call or Microsoft Teams or Zoom, which allows us to share our computer screen with participants to collaboratively review documents. It is expected that these meetings will occur monthly, with more frequent calls necessary during project ramp-up and critical review and comment cycles. Michael Baker assumes coordination meetings would be conducted on a time and materials basis. As a preliminary estimate, an initial estimate of 12 hours of meeting time has been included. This task excludes the Project Kickoff Meeting described above.

Deliverables: Meeting Agenda in PDF Format and Meeting Minutes in PDF Format

Task 5.5: MSHCP Minor Amendment

Task 5.5.1: MSHCP Minor Amendment

A notification letter for an MSHCP Minor Amendment for the remapping of Whitewood Road between Hunter Road and Clinton Keith Road will be prepared for the City. The notification letter will include a description of the Minor Amendment, the reason for the amendment, and an analysis of the environmental effects including any impacts to the conservation of Covered Species. The analysis will describe why the environmental effects: 1) are not significantly different from, and are biologically equivalent to, the terms in the MSHCP as originally adopted, 2) substantially conform to the terms in the MSHCP as originally adopted; and 3) will not significantly reduce the ability to acquire any Additional Reserve Lands. Up to 6 hours have been included for Minor Amendment coordination with USFWS, CDFW, and the RCA prior to submittal

Assumptions and Exclusions: This task includes the preparation and submittal of the MSHCP Minor Amendment Notification letter to the USFWS and CDFW and coordination with the RCA, USFWS, and CDFW to facilitate the Minor Amendment process.

Deliverable: One draft and one final MSHCP Minor Amendment letter and associated shapefiles submitted electronically in Microsoft Word and PDF formats.

Task 6: Hydrology and Hydraulics Report

Task 6.1 Hydrology and Hydraulics Report

Michael Baker shall prepare a Hydrology and Hydraulics Report for the project in accordance with the requirements of the City of Murrieta and the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for submittal to the City. The necessary calculations will be performed per the RCFC&WCD Hydrology Manual to show the flood protection criteria is met for the 10- and 100-year storm events. This report will determine the on-site stormwater runoff and the drainage facilities necessary to accommodate the projected stormwater flows.

Assumptions: Storm drain as-builts within Whitewood Road are available and include hydraulic grade line, flow rate, and velocity data. Offsite calculations are not anticipated. The proposed storm drain can tie-into the existing facilities without hydraulic issues. The existing rock-lined drainage channel adjacent to Whitewood Road does not need to be relocated.

Deliverables: Preliminary Hydrology Report, Final Hydrology and Hydraulics Report

Task 7: Water Quality Green Streets Planning Document

Task 7.1 Water Quality Green Streets Planning Document

The Regional MS4 Permit allows an exemption from classification as a Priority Development Project (PDP) for projects that consist of retrofitting or redevelopment of existing paved alleys, streets, or roads when designed and constructed in accordance with USEPA Green Streets Guidance to the Maximum Extent Possible (MEP). A Water Quality Management Plan (WQMP) will not be prepared, and instead an analogous planning document will be prepared per the Green Streets Exemption Guidance. Applicable green streets projects are not PDPs and are not required to meet alternative compliance options if stormwater management controls are installed in a manner consistent with the MEP standard; hydromodification design is not included in this scope of work. Where feasible, treatment of stormwater from public streets shall be provided using LID principles within the Right of Way between the back of curb and sidewalk. The Final Water Quality Green Streets Planning Document shall be processed through the City of Murrieta.

Assumptions: The project qualifies for the Green Streets PDP Exemption. The project is exempt from hydromodification due to the Green Streets PDP Exemption and existing condition calculations are therefore not required.

Deliverables: Preliminary and Final Water Quality Green Streets Planning Document

Task 8: Stormwater Pollution Prevention Plan

Task 8.1 Stormwater Pollution Prevention Plan

Michael Baker shall prepare and submit a Notice of Intent (NOI) and a Stormwater Pollution Prevention Plan (SWPPP) for the Project to the State Water Resources Control Board (SWRCB). A copy of the SWPPP and the Waste Discharge

Identification Number (WDID No.) shall be supplied to the client. Michael Baker shall comply with the Construction General Permit (CGP), 2022-0057-DWQ effective after September 1st, 2023. Michael Baker shall comply with the CGP by preparing and submitting the project registration documents online to the SWRCB, these documents include a risk analysis and the SWPPP document.

Assumptions: Any further updates or actions necessary for upkeep, inspections, or maintenance of the SWPPP shall be prepared by the general contractor, erosion control contractor, or other party. This includes but is not limited to Annual Reporting, Rain Event Action Plans, Inspection Logs, Changes of Information, and the Notice of Termination.

Deliverables: SWPPP and WDID No.

Task 9: Plans, Specifications, and Estimate

Task 9.1 Preliminary Design 35% Plans and Estimate

Michael Baker will develop 35% plans showing the vertical and horizontal alignment for the proposed improvements. The 35% Plans will include all necessary information such as proposed layouts, dimensions, right of way lines, and utility appurtenances. Michael Baker will also develop an itemized cost estimate to give the City an idea of project cost and ensure the designs are within the available budget.

The anticipated drawings for this project are included in the table below. The designs will be based on current best-practice and will include all necessary information such as proposed layouts, and dimensions. Drawings will be 24" x 36" sheets with standard City title block, signature block, approvals and permits block prepared in AutoCAD, and comply with City CADD standards. Typical sections will be shown on the street improvement plans. All designs will be in accordance with the latest City Standards, Ordinances and Regulations, MUTCD, Caltrans Standard Plans and Specifications, and 2015 Standard Plans and Specifications for Public Works Construction (the "2015 Greenbook") as applicable.

Drawing Name	Scale	No. of Sheets
Title Sheet	Varies	1
Notes and Typical Sections	Varies	1
Construction Details	Varies	1
Street Improvement Plan (Plan and Profile)	1"=40'	4
Signing and Striping Plan	1"=40'	3
Street Lighting Plan	1"=40'	3
Storm Drain Plan	1"=40'	1
Erosion Control Plan	1"=40'	2

Michael Baker will develop an itemized cost estimate to give the City an idea of project cost and ensure the designs are within the available budget. The cost estimate will be prepared in excel format and backup quantities can be provided to the City if requested. The bid item unit costs shall be based on real world current market rates.

Assumptions: Demolition /removal plans, traffic control plans, traffic signal modification plans and utility plans will not be included in our provided drawings. Street Lighting Plan improvements can be tied into an existing service pedestal. Removals and existing utilities will be shown on Street Improvement Plan, Street Lighting Plan, Construction Details, Storm Drain Plan, and Erosion Control Plan sheets. If the City would like any additional plans not listed, MBI can include them for an additional fee.

Deliverables: 35% Plans and Engineers Estimate

Task 9.2 75% Plans and Estimate

Once the preliminary 35% design plans and estimate have been approved by the City, Michael Baker will prepare the 65% design package. The 75% design package will address any comments received from the City on the 35% design package. A comments matrix will be prepared to document any comments received and Michael Baker will address all comments or will provide responses and reasoning as to why comments were not addressed. This comment matrix will remain over the lifetime of the project.

Deliverables: 75% Plans and Engineers Estimate, Comment Response Matrix

Task 9.3 95% Plans, Specifications, and Estimate

Michael Baker will prepare 95% construction drawings and engineer's estimate which will incorporate the City's 75% plan submittal comments. The comments matrix will be updated to document any additional comments received and Michael Baker will address all comments or will provide responses and reasoning as to why comments were not addressed. Michael Baker will also prepare project specifications, which will include the project bid list to match the project cost estimate items and quantities. The project specifications based on either City Boilerplate Specifications or the Standards for Public Works Construction "Greenbook" or a combination of both as determined by the City.

Deliverables: 95% Plans, Specifications, Engineers Estimate, Comment Response Matrix

Task 9.4 100% Plans, Specifications, and Estimate

Any final comments received from the City on the 95% PS&E package will be incorporated in the final submittal package.

The 95% specifications will be finalized based on any City comments or final amendments to the designs. Once the contract documents and engineer's construction cost estimate are complete, Michael Baker will schedule a final project design meeting with the City staff to present the completed contract documents for final review and acceptance.

Deliverables: 100% Plans, Specifications, Engineers Estimate, Comment Response Matrix

Task 10: Geotechnical Services

Michael Baker has partnered with Geocon West, Inc ("Geocon") for Geotechnical Services.

Task 10.1 Geotechnical Investigation and Report

Geocon's scope of services is expected to consist of the following:

• Perform a site reconnaissance to document current topographic and geotechnical conditions.

• Mark the boring locations and notify Underground Surface Alert of Southern California to mark any subsurface utility locations near our proposed excavation locations. Additionally, the civil engineer should provide plans depicting the locations of all utilities in the project area. Prepare and submit a no fee encroachment permit for our work.

• Hire a drilling subcontractor to:

  o Excavate four geotechnical borings east of the existing roadway to obtain samples and document geotechnical conditions for the new roadway, new storm drain, retaining walls, and grading recommendations. Geotechnical borings are expected to be 20 feet deep.
  o Excavate three pavement cores in the existing roadway to document pavement section thicknesses and collect soil samples for laboratory testing for use in providing rehabilitation recommendations. Pavement cores are expected to be 5 feet deep.
  o Excavate up to four percolation tests in two BMP locations (two tests are required per BMP location). Percolation tests are expected to be 5 feet deep.
  o Borings may be terminated at shallower depths if practical refusal is encountered. Borings will be logged in accordance with USCS criteria and samples will be collected for laboratory testing.
  o Borings will be backfilled with native soil upon completion and capped with cold patch asphalt (in pavement areas).
  o Geocon has budgeted for 8 hours on site for drilling.

• Perform laboratory testing which is anticipated to include maximum density/optimum moisture, in situ moisture and density, R-value, corrosion screening, grain size analyses, expansion potential, and direct shear testing. The final laboratory test program will depend on the soil conditions encountered during the investigation with respect to the proposed improvements.

• Prepare a geotechnical report for the project providing the boring logs, existing pavement sections, percolation rates and calculated infiltration rates, a plan depicting the geologic conditions encountered, depth to groundwater (if encountered), laboratory test results, remedial grading and improvement construction recommendations, geotechnical parameters for lighting standards, retaining walls, new storm drain line, new roadway section

Assumptions: Geocon will be provided with access to mark the core/boring locations and perform the fieldwork within the site during regular business hours of 7 am to 5 pm Monday through Friday and no night or weekend work will be required. No environmental permitting will be required to perform the field work. The locations of sensitive habitat areas will be provided prior to our mark out so Geocon can avoid those areas. All existing subsurface utilities will be clearly marked on a plan provided to us prior to Geocon's field work. An engineered traffic control plan will not be needed for the encroachment permit. The traffic control plan will be per 2024 WATCH Manual. A no fee encroachment will be issued for this City project.

Deliverables: Geotechnical Report

Michael Baker Man-Hour Estimate

Michael Baker INTERNATIONAL

City of Murrieta
Whitewood Road Widening Project
Fee Worksheet

Task No.	Task Description	Project Manager $270.00	Assistant Project Manager $180.00	Project Engineer $145.00	Civil Designer $130.00	Drainage Lead $185.00	Drainage Civil Designer $120.00	Planner Lead $275.00	Assistant Planner Lead $185.00	Senior Planner $175.00	Planner $155.00	Associate Planner $130.00	Planning Technician $120.00	Director of Survey $345.00	PLS $255.00	Field Supervisor/ Party Chief $195.00	Survey Senior Analyst $210.00	Survey/ Mapping Analyst $140.00	Survey Chainman $165.00	Mapping Lead $280.00	Mapping Senior Analyst $205.00	Michael Baker Hours	Michael Baker Fee	BCR Consulting, Inc.	Geocon West, Inc.	C Below (Optional)	Total Fee
1	**Project Management, Coordination and Meetings**	**16**	**60**	**8**	**0**	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**108**	**$22,000**				**$22,000**
1.1	Project Management, Coordination and Meetings	16	60	8		8		8							8							108	$22,000				$22,000
2	**Records Research and Field Investigation**	**0**	**8**	**12**	**8**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**$6,660**				**$6,660**
2.1	Records Research and Field Investigation		8	12	8	8	8															44	$6,660				$6,660
3	**Utility Research and Coordination**	**0**	**6**	**8**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**54**	**$7,440**			**$15,300**	**$22,740**
3.1	Utility Research and Coordination		2	8	32																	42	$5,680				$5,680
~~3.2~~	~~Potholing (Optional)~~		~~4~~		~~8~~																	~~12~~	~~$1,760~~			~~$15,300~~	~~$17,060~~
4	**Survey**	**0**	**4**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**28**	**102**	**24**	**58**	**90**	**8**	**10**	**344**	**$65,230**				**$65,230**
4.1	Topographic Survey		2		4									8	24	88	20	16	78			240	$46,230				$46,230
4.2	Record Data Mapping		2		4									4	4	14	4	42	12	8	10	104	$19,000				$19,000
5	**Environmental & Cultural**	**14**	**0**	**0**	**0**	**0**	**0**	**68**	**175**	**178**	**280**	**387**	**146**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,248**	**$197,235**	**$4,600**			**$201,835**
5.1	**Project Initiation and Project Description**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**14**	**0**	**0**	**18**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**$7,610**				**$7,610**
5.1.1	Project Initiation/Kick-Off Meeting							4	6			4										14	$2,730				$2,730
5.1.2	Research and Investigation and Project Description							4	8			14	4									30	$4,880				$4,880
5.2	**Technical Studies**	**12**	**0**	**0**	**0**	**0**	**0**	**32**	**107**	**156**	**252**	**299**	**130**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**988**	**$152,665**	**$4,600**			**$157,265**
5.2.1	Air Quality, Energy, and Greenhouse Gas Analysis							2	6	10	30	30	2									80	$12,200				$12,200
5.2.2	Cultural Resources Analysis (Optional)							2														2	$550	$4,600			$5,150
5.2.3	Noise Analysis							2	3	6	24	35										70	$10,425				$10,425
5.2.4	Habitat Assessment and WRCMSHCP Consistency Analysis							3	20	20	25	22	25									115	$17,760				$17,760
5.2.5	Focused Special-Status Plant Surveys and Report							4	18	20	24	16	12									94	$15,170				$15,170
5.2.6	Aquatic Resources Delineation Report							3	16	18	21	12	20									90	$14,150				$14,150
5.2.7	MSCHP Joint Project Review							2	10	12												24	$4,500				$4,500
5.2.8	Focused Burrowing Owl Survey and Report (Optional)							2	6	12	22	40	5									87	$12,970				$12,970
5.2.9	Focused Crotch's Bumble Bee Survey and Report (Optional)							2	6	10	22	40	5									85	$12,620				$12,620
5.2.10	DBESP Report (Optional)	2						2	4	10	20	20	22									80	$11,920				$11,920
~~5.2.11~~	~~USACE Approved Jurisdictional Determination (Optional)~~	~~2~~						~~2~~	~~4~~	~~4~~	~~12~~	~~14~~	~~4~~									~~42~~	~~$6,690~~				~~$6,690~~
~~5.2.12~~	~~RWQCB Waste Discharge Requirements (Optional)~~	~~2~~						~~2~~	~~4~~	~~10~~	~~16~~	~~20~~	~~14~~									~~68~~	~~$10,340~~				~~$10,340~~
~~5.2.13~~	~~CDFW Streambed Alteration Agreement (Optional)~~	~~2~~						~~2~~	~~4~~	~~8~~	~~16~~	~~20~~	~~5~~									~~57~~	~~$8,910~~				~~$8,910~~
~~5.2.14~~	~~Regulatory Permit Processing and Resource Agency Coordination (Optional)~~	~~4~~						~~2~~	~~6~~	~~16~~	~~20~~	~~30~~	~~16~~									~~94~~	~~$14,460~~				~~$14,460~~
5.3	**Environmental Checklist Application**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**18**	**14**	**26**	**70**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**$23,650**				**$23,650**
5.3.1	Draft Environmental Checklist							8	12	10	16	50	8									104	$16,110				$16,110
5.3.2	Final Environmental Checklist							4	6	4	10	20	4									48	$7,540				$7,540
5.4	**Public Hearings and Meetings**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**$5,330**				**$5,330**
5.4.1	Public Hearings							6	4													10	$2,390				$2,390
5.4.2	Coordination Meetings							8	4													12	$2,940				$2,940
5.5	**MSHCP Minor Amendment**	**2**	**0**	**0**	**0**	**0**	**0**	**2**	**28**	**8**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**$7,980**				**$7,980**
5.5.1	MSHCP Minor Amendment	2						2	28	8	2											42	$7,980				$7,980
6	**Hydrology and Hydraulics Report**	**0**	**0**	**0**	**0**	**30**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**110**	**$15,150**				**$15,150**
6.1	Hydrology and Hydraulics Report					30	80															110	$15,150				$15,150
7	**Water Quality Green Streets Planning Document**	**0**	**0**	**0**	**0**	**20**	**45**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**65**	**$9,100**				**$9,100**
7.1	Water Quality Green Streets Planning Document					20	45															65	$9,100				$9,100
8	**Stormwater Pollution Prevention Plan**	**0**	**0**	**0**	**0**	**20**	**50**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**70**	**$9,700**				**$9,700**
8.1	Stormwater Pollution Prevention Plan					20	50															70					$9,700
9	**Final PS&E**	**16**	**52**	**200**	**290**	**10**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**600**	**$86,070**				**$86,070**
9.1	35% Plans and Estimate	4	16	65	95	4	12															196	$27,915				$27,915
9.2	75% Plans and Estimate	4	20	75	105	4	12															220	$31,385				$31,385
9.3	95% PS&E	4	8	40	60	1	4															117	$16,785				$16,785
9.4	100% PS&E	4	8	20	30	1	4															67	$9,985				$9,985
10	**Geotechnical Services**	**1**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**$1,570**		**$20,505**		**$22,075**
10.1	Geotechnical Investigation and Report	1	4	4																		9	$1,570		$20,505		$22,075
	SUBTOTAL HOURS:	**47**	**134**	**232**	**346**	**96**	**215**	**76**	**175**	**178**	**280**	**387**	**146**	**12**	**36**	**102**	**24**	**58**	**90**	**8**	**10**	**2,652**	**$420,155**	**$4,600**	**$20,505**	**$15,300**	**$460,560**
	OTHER DIRECT COSTS - MILEAGE/POSTAGE																						**$5,000**				**$5,000**
	OPTIONAL OTHER DIRECT COSTS - MILEAGE/POSTAGE																						**$3,000**				**$3,000**
	TOTAL FEE	**$12,690**	**$24,120**	**$33,640**	**$44,980**	**$17,760**	**$25,800**	**$20,900**	**$32,375**	**$31,150**	**$43,400**	**$50,310**	**$17,520**	**$4,140**	**$9,180**	**$19,890**	**$5,040**	**$8,120**	**$14,850**	**$2,240**	**$2,050**		**Total with Optional Tasks**				**$468,560**
																							Total without Optional Tasks				**$365,440**

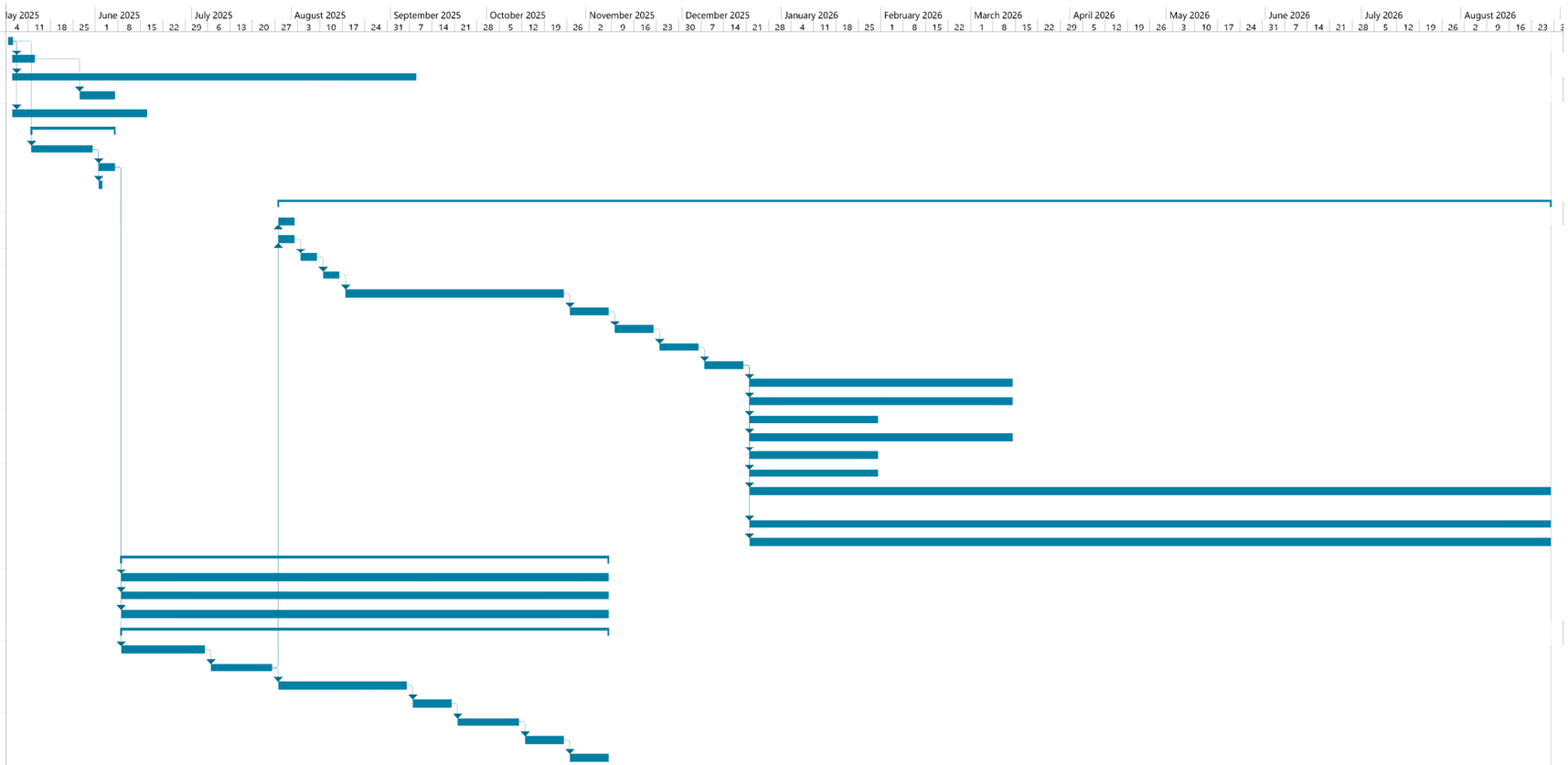
ABSTAINING THE FOLLOWING OPTIONAL TASKS:
3.2
5.2.11
5.2.12
5.2.13
5.2.14

ACCEPTING THE FOLLOWING OPTIONAL TASKS:
5.2.2
5.2.8
5.2.9
5.2.10

TOTAL WITH SELECTED OPTIONAL TASKS: $411,100

Project Schedule

ID	Task Name	Start	Finish	Duration
1	Notice to Proceed	Mon 5/5/25	Mon 5/5/25	1 day
2	Records Research	Tue 5/6/25	Mon 5/12/25	5 days
3	Utility Research and Coordination	Tue 5/6/25	Mon 9/8/25	90 days
4	Potholing (Optional)	Tue 5/27/25	Fri 6/6/25	9 days
5	Geotechnical	Tue 5/6/25	Mon 6/16/25	6 wks
6	Survey	**Mon 5/12/25**	**Fri 6/6/25**	**20 days**
7	Topographic Survey	Mon 5/12/25	Fri 5/30/25	3 wks
8	Record Data Mapping	Mon 6/2/25	Fri 6/6/25	5 days
9	Field Investigation	Mon 6/2/25	Mon 6/2/25	1 day
10	Environmental & Cultural	**Mon 7/28/25**	**Fri 8/28/26**	**285 days**
11	Project Initiation/Kick-Off Meeting	Mon 7/28/25	Fri 8/1/25	1 wk
12	Research and Investigation and Project Description	Mon 7/28/25	Fri 8/1/25	1 wk
13	Project Description	Mon 8/4/25	Fri 8/8/25	1 wk
14	City Review	Mon 8/11/25	Fri 8/15/25	1 wk
15	Technical Studies	Mon 8/18/25	Fri 10/24/25	10 wks
16	Draft Environmental Checklist	Mon 10/27/25	Fri 11/7/25	2 wks
17	City Review	Mon 11/10/25	Fri 11/21/25	2 wks
18	Final Environmental Checklist	Mon 11/24/25	Fri 12/5/25	2 wks
19	City Review	Mon 12/8/25	Fri 12/19/25	2 wks
20	Focused Burrowing Owl Survey and Report (Optional)	Mon 12/22/25	Fri 3/13/26	60 days
21	Focused Crotch's Bumble Bee Survey and Report (Optional)	Mon 12/22/25	Fri 3/13/26	60 days
22	DBESP Report (Optional)	Mon 12/22/25	Fri 1/30/26	30 days
23	USACE Approved Jurisdictional Determination (Optional)	Mon 12/22/25	Fri 3/13/26	60 days
24	RWQCG Waste Discharge Requirements (Optional)	Mon 12/22/25	Fri 1/30/26	30 days
25	CDFW Streambed Alteration Agreement (Optional)	Mon 12/22/25	Fri 1/30/26	30 days
26	Regulatory Permit Processing and Resource Agency Coordination (Optional)	Mon 12/22/25	Fri 8/28/26	180 days
27	Public Hearings	**Mon 12/22/25**	**Fri 8/28/26**	**180 days**
28	Coordination Meetings	**Mon 12/22/25**	**Fri 8/28/26**	**180 days**
29	Stormwater	**Mon 6/9/25**	**Fri 11/7/25**	**110 days**
30	Hydrology and Hydraulics Report	Mon 6/9/25	Fri 11/7/25	110 days
31	Water Quality Green Streets Planning Document	Mon 6/9/25	Fri 11/7/25	110 days
32	Stormwater Pollution Prevention Plan	Mon 6/9/25	Fri 11/7/25	110 days
33	Final PS&E	**Mon 6/9/25**	**Fri 11/7/25**	**110 days**
34	35% Plans and Estimate	Mon 6/9/25	Fri 7/4/25	4 wks
35	City Review	Mon 7/7/25	Fri 7/25/25	3 wks
36	75% Plans and Estimate	Mon 7/28/25	Fri 9/5/25	6 wks
37	City Review	Mon 9/8/25	Fri 9/19/25	2 wks
38	95% PS&E	Mon 9/22/25	Fri 10/10/25	3 wks
39	City Review	Mon 10/13/25	Fri 10/24/25	2 wks
40	100% PS&E	Mon 10/27/25	Fri 11/7/25	2 wks



FIRM QUALIFICATIONS

Michael Baker draws from the talents of our staff that specializes in civil engineering, traffic planning and engineering, bridge design, storm water management/water quality, environmental and land planning, regulatory compliance/permitting, public participation programs and related services to provide a comprehensive approach to project solutions. Experienced staff have a solid understanding of local issues, regulatory and public policy affecting local projects and has developed relationships in the communities we serve.

Street Improvements

Michael Baker has provided professional design services to public agencies for over 30 years. Our capabilities include transportation planning, design, and construction. Design services include conceptual, preliminary, and final design plans with associated, specifications, and estimates for local roads, arterial highways, and transportation corridor systems. Michael Baker incorporates in-house services of several disciplines to provide a comprehensive team to complete a range of tasks that include:

- Roadway rehabilitation and widening;
- Intersection and interchanges;
- Bridge design;
- Signing, striping and stage construction plans;
- Right-of-way mapping;
- Utility relocation coordination;
- Agency permitting;
- Specifications and bid documents;
- Construction survey staking and construction management.
- PS&E;
- Traffic Engineering;
- Utility Design;
- Storm Water Design;
- Water Quality;
- Erosion control (QSD/QSP);
- Environmental (CEQA);
- Regulatory Permitting;
- Monumentation

Coordination, Utilities, and Agencies

Michael Baker staff has experience coordinating the various tasks of highway projects to gain appropriate clearance and permitting from local agencies. We maintain an ongoing dialogue with local, regional, state, and Federal jurisdictional agencies and continually keeps abreast of the changing requirements and procedures for each agency. Michael Baker always incorporates geometric design standards of the appropriate jurisdictional agency into the engineering plans of public works projects.

ADA Compliance: State regulations for the Americans with Disabilities Act (ADA)

Michael Baker consults regulating documents to determine the dimension of curb ramps, location and transition from walks, gutters, and streets, appropriate materials, amount of access from the street, and prevention of obstruction from vehicles.

Civil Engineering

Michael Baker engineers design solutions for land use opportunities and site planning. For decades, Michael Baker has worked to assist clients to improve and rehabilitate existing streets, roadways, and major arterials.

Survey / Mapping

Michael Baker survey personnel have performed complete project services, from initial design topography through final monumentation and construction staking, on many varied public and private developments throughout the western United States. All survey crew's work under the direct supervision of a Licensed Land Surveyor registered in the State of practice. Each survey crew is equipped with the latest survey equipment state of the art instruments, GPS receivers and notebook computers. Field data collectors are interfaced with our office wide area network computer system and Internet uplink to insure accurate and timely information transfers. This means fast turn arounds for tightly scheduled projects. All survey vehicles are equipped with radios and cellular phones for efficient and effective response time. All field personnel have been trained in safety, cost and budget controls.

- ALTA Maps / ACSM Survey Maps
- Aerial Ground Control and Profiles
- Record Research
- Right-of-Way Surveys

- Boundary Surveys and Boundary Analysis
- Construction Staking
- Corner Records
- Digital Submission of Maps
- Final Tract maps
- GPS Surveys
- Legal Descriptions and Mapping
- Lot Line Adjustment
- Monitoring Surveys
- Record of Surveys
- Tentative Parcel Maps
- Topographic and Hydrographic Surveys
- Topographic Mapping / Cross Sections
- Photogrammetry:
  - Aerial Photography
  - Analytical Bridging
  - Topographic Mapping
  - Digital Terrain Models
  - Ortho-Rectified Imagery
  - Light Detection and Ranging (LiDAR)

Traffic Planning

Michael Baker provides complete services for the planning and preliminary engineering design of local roads, streets, arterial highways, and transportation corridors to public agencies and private developers. Michael Baker's specific transportation planning capabilities include:

- Route Alignment Studies
- Traffic Impact Studies
- Preliminary Intersection/Interchange Design
- Circulation Elements
- Preliminary Cost Estimates
- Bicycle/Equestrian/Pedestrian Trail Systems
- Traffic Impact Fee Programs
- Land Use Impact Analysis
- Congestion Management Plans (CMP)
- Construction Traffic Management Plan (TMP)

The Transportation Planning Department of Michael Baker has an outstanding reputation with over 30 years of experience in the fields of transportation master planning and civil engineering. Members of the firm have extensive experience working directly for municipal, county, state, and federal agencies, as well as providing consulting services to private clients.

Based on proven engineering principles, Michael Baker's experienced staff incorporates the geometric standards of alignment, grade, cross section, access control, and intersection/interchange design into the planning and engineering of new roadways and highways. Michael Baker has extensive experience in the redesigning of existing highways and intersections to increase capacity and improve safety.

Michael Baker emphasizes traffic planning and design techniques to satisfy the requirements of a study site's traffic while minimizing the impact on non-site traffic. This is accomplished by utilizing any or all of the following external study site traffic analysis. Such an analysis includes:

- Traffic Generation
- Directional Distribution of Traffic
- Access Design Criteria
- Traffic Signal Considerations
- Adjacent Land Access Needs
- Impact on Existing Streets
- Evaluation of Alternate Designs
- Intersection Capacity Utilization

Michael Baker transportation projects include the planning of major regional transportation facilities. Our staff is also actively involved in various arterial highway widening studies and freeway interchange studies and maintains an on-going dialogue with local, regional, state, and federal agencies.

Michael Baker provides a wide range of transportation engineering design services to numerous public agencies and private developers. Michael Baker's specific transportation engineering capabilities include:

- Roadway Widening Design
- Highway, Freeway, and Tollway Design
- Intersection and Interchange Design
- Bridge and Structures Design
- Signing, Striping, and Stage Construction Plans
- Right of way Mapping
- Agency Permitting
- Utility Relocation Coordination
- Preparation of Specifications and Bid Documents
- Construction Survey Staking, and Construction Management

Many of Michael Baker's experienced staff of registered civil engineers, licensed land surveyors and designers have had the benefit of long careers and have worked with several public agencies during their tenure at Michael Baker. Their

background and experience have proven invaluable in the early identification of the needs of each of our public agency clients and created the ability for Michael Baker to respond with the appropriate level of detail and cost saving design solutions. Michael Baker's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State and local agencies.

Storm Water / Water Quality

The Michael Baker team has a broad base of experience that can provide a wide variety of services to meet the challenges associated with storm water quality. Current projects give the Michael Baker Team a unique and clear understanding of the requirements that the regulated community faces in complying with Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations and other related storm water activities. In addition to this experience, several members of the Team are participants in the California Storm Water Quality Association.

Michael Baker's Storm Water Quality capabilities include the identification of constituents of concern, research relative to Best Management Practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring.

Municipal Stormwater Program Development

Michael Baker develops municipal storm water programs for both Phase I and Phase II communities. Project elements include program organization, legal authority, BMP approaches for new development, existing development and construction activities, illegal discharge / illicit connections, community participation and education, staff training, annual reporting, monitoring program development and implementation, and overall program implementation.

NPDES Compliance

Michael Baker has assisted public and private sector clients with NPDES compliance services. Relevant experience includes construction and industrial site inspection, permit requirement interpretation, response to notices from regulators, Storm Water Pollution Prevention Plan (SWPPP) preparation and review, Water Quality Management Plan (WQMP) preparation and review, training, and annual reporting.

Air Quality Assessments

Michael Baker's air quality services include project-specific analysis of regulatory impacts, short-term construction emissions, long-term operational emissions, including both stationary and mobile source emissions and both regional and local emission levels, and computer modeling of source-specific pollutant emissions and dispersion analysis. Additionally, Michael Baker has carried out mitigation programs for commercial, transportation, and industrial projects; and General Plan Air Quality Elements. Michael Baker staff has also performed a variety of global climate change analyses and are familiar with the requirements of Assembly Bill 32 (Global Warming Solutions Act).

Noise Impact Assessments/Analyses

Michael Baker's acoustical services include instrument-assisted noise and vibration field surveys, commercial and industrial stationary sources noise impact analyses, Federal Highway Administration (FHWA) computer modeling of motor vehicle noise impacts for roadway and freeway projects, and rail noise impact analysis. Michael Baker's acoustical staff also prepare transportation-related sound wall design, evaluation of sound insulation performance, manufacturing and industrial noise impact mitigation, building exterior and interior sound and vibration isolation analysis, room acoustics and interior finish study, and General Plan Noise Elements.

Biology

The Michael Baker Team will prepare the appropriate biological resources related reports to support CEQA analysis. Michael Baker maintains a highly-trained team of professional biologists with the expertise to perform:

- Habitat Assessments
- General Biological Surveys
- Focused Sensitive Species Surveys
- Jurisdictional Wetland Delineations
- Wildlife Corridor Analysis
- Regulatory Permitting
- Section 7 Consultations

Our biologists maintain the necessary recovery permits necessary to conduct focused species surveys for numerous Federal threatened, endangered, and candidate species.

Michael Baker's work effort would include both primary and secondary research to establish the baseline biological conditions on the site, to understand, in detail the environmental impacts to biological resources associated with the proposed project. Michael Baker's team can also identify project alternatives to avoid, minimize, and mitigate potential impacts associated with project. Depending on the physical resources onsite and the number and type of agencies involved, we may recommend early coordination with Responsible and Trustee Agencies, as well as other public agencies with an interest in the proposed project.

Representative projects are presented below, highlighting the Michael Baker Team's extensive, Street rehabilitation and improvement projects in the Temecula and Murrieta Communities. These projects demonstrate our ability to complete projects similar in magnitude and design requirements on schedule, in an efficient cost-effective manner using innovative design techniques. The representative projects presented involved many of the same professional design services that will be part of the Whitewood Widening project.

I-15 / Nutmeg Street

- Michael Baker prepared a Combined PSR/PR, Geometric Approval drawings and final PS&E to construct a four-lane overcrossing of I-15 between the existing Clinton Keith Road interchange which is located 2.8 kilometers to the north and the California Oaks interchange which is located 2.1 kilometers to the south in the City of Murrieta. The Nutmeg Street Overcrossing provides a connection between the existing Nutmeg Street roadway approaches that were constructed in conjunction with the development of the adjacent residential tracts in the late 1980's. The existing Nutmeg Street cross section, both east and west of I-15, provides a curb to curb width of 19.5 m within a right-of-way of 26.8 m. The existing roadway overcrossing approaches and the new overcrossing structure were delineated to provide two travel lanes, a bike lane, and sidewalk in each direction of travel with a striped median.

I-215 / Los Alamos Road

- Michael Baker provided environmental evaluation, structures engineering, survey and right-of-way engineering for improvements to the I-215 / Los Alamos Road interchange.
- The project included widening of the existing bridge from 15.1 meters to 36.6 meters. The 60 meter two-span structure utilized 1.22-meter-deep post tensioned box girder bridges with end diaphragm type abutments for both right and left bridges. The abutments and bent are supported on cast-in-drilled hole (CIDH) piles. The project had several critical structural issues to resolve.
- The type selection process required seismic evaluation of the combined structure and presenting the proposed retrofit at the combined Type Selection / Retrofit Strategy meeting to Caltrans for approval prior to final design. Seismic evaluation and retrofit of the existing structure were required. Following the type selection approval Michael Baker prepared and processed the final bridge PS&E and received Caltrans approval in 16 weeks.

Old Town 5th Street Widening

- Michael Baker prepared Street Improvement, Traffic Control and Signing & Striping plans to include street widening and sidewalk improvements on the easterly side of 5th Street, between Mercedes Street and the tie-in point 120 LF northerly of the Old Town Front Street intersection.



Pauba Road Widening

- Michael Baker prepared Street Improvement, Traffic Control and Signing plans to include half-width and sidewalk improvements on the north side of Pauba Road. Improvements extended roughly from 500 LF easterly of the Pauba Road / La Primavera Street intersection to Ynez Road, roughly 1,900 LF.



- Michael Baker was responsible for providing surveying and engineering services for the widening of the Diaz Road Bridge. This construction project funded by Lennar Homes and directed by the City of Temecula required field and office surveys that included staking for right-of-way, bridge abutments, pile locations, bridge deck, and curb.

Ynez Bridge Widening

- Michael Baker was responsible for aerial mapping, GPS, utility location, and street cross section surveys to facilitate preparation of improvement plans for Margarita Road northerly from Solana Way to Winchester Road.

Margarita Road Extension

- Michael Baker was responsible for the design survey project to facilitate road widening for five miles of Scott Road in Riverside County. The work included aerial mapping control, field topographic surveys and road alignment and right-of-way surveys performed to specific standards required by the Riverside County Survey Department.

Scott Road Widening

- Michael Baker submitted 16 plan sheets of Right-of-Way Maps and seven sheets of survey analysis hardcopy, 180 legal descriptions, and exhibits for approximately three miles of State Route 74. All plan sheets and the utility identification maps were prepared on Intergraph MicroStation.

SR 74 R/W Engineering



- Michael Baker prepared the Delineation of Jurisdictional Waters and processed resource agency permit applications with the U.S. Army Corps of Engineers (Section 404 Nationwide Permit); the California Department of Fish and Wildlife (1602 Streambed Alteration Agreements); and the Regional Water Quality Control Board (Section 401 Water Quality Certification); for the proposed Jackson Avenue Street Improvement Project, located in the City of Murrieta, County of Riverside, CA. Specifically, the project site trends along Jackson Avenue from Interstate 15 to where Jackson Avenue turns into Diaz Road. Currently Warm Springs Creek within the vicinity of the project site is a low water crossing. The project included Jackson Avenue improvements and a Hydro arch bridge over Warm Springs Creek.

Jackson Ave Street Improvements



- Michael Baker, under contract with the City of Temecula, was responsible for the beautification and traffic improvement designs to the existing raised medians and four signalized intersections in a two mile segment of Highway 79 - Winchester Road.
- The design team, led by Michael Baker landscape architects and supported by Michael Baker water quality, civil and traffic engineers, worked closely with City engineers and landscape maintenance managers to develop a landscape and traffic solution that was beautiful, improved the level of service and was maintainable under the City's current maintenance regiment.

Winchester Road Beautification

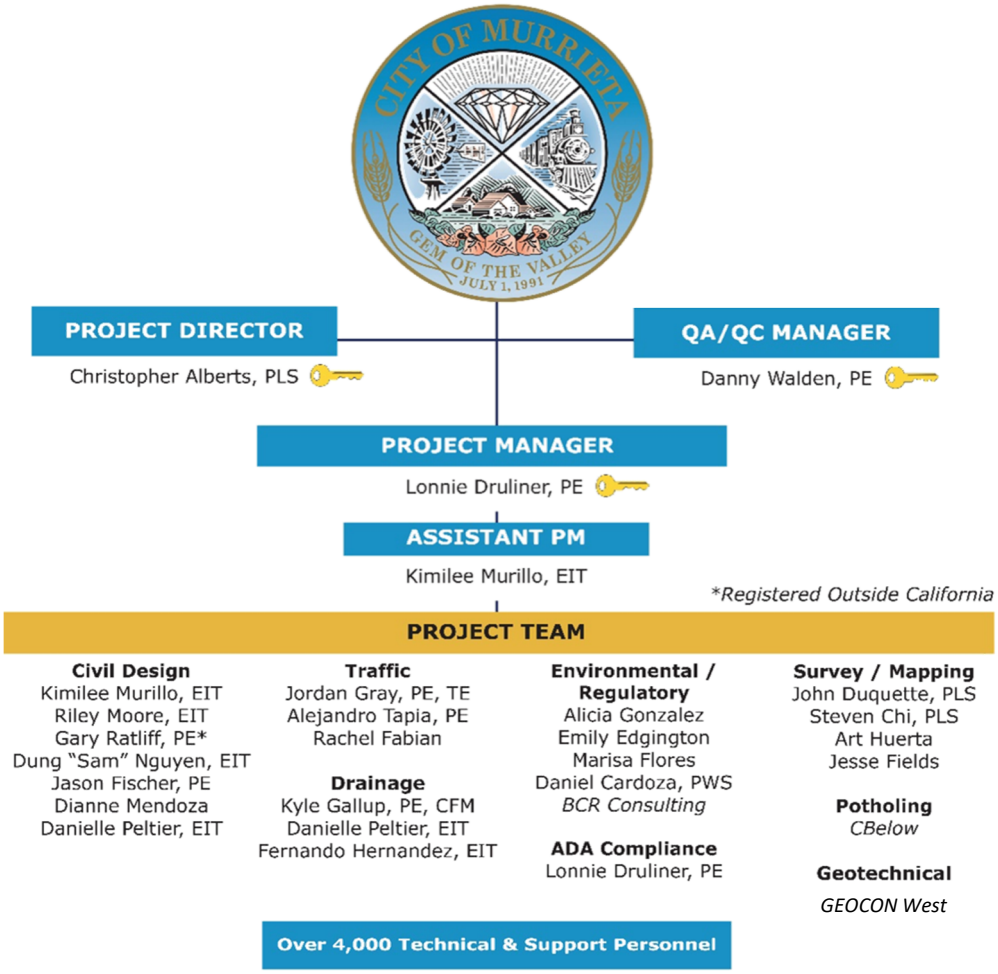
PROJECT TEAM

Our team has meticulously tailored its organizational structure specifically for this project. With a profound understanding of local high school traffic impacts, ADA compliance, habitat and environmental constraints, as well as potential drainage issues, our team is well-prepared to handle these challenges seamlessly.

Our project management team oversees the entire process, ensuring effective coordination and communication among all disciplines. They collaborate closely with our technical services team, who are experienced in the preparation of roadway widening documents and possess a deep understanding of City and County requirements.

Organization Chart

The following chart illustrates the depth of resources our team brings to this project, showcasing our commitment to delivering exceptional results:



Project Team Qualifications Matrix

Below we provide a summary of our key personnel that demonstrate our qualifications. Our team of dedicated professionals brings expertise in roadway widening while mitigating impacts on the Community. With their specialized knowledge and proven track record, our key personnel are well-equipped to handle the complexities of this project. The list of reference projects in the previous section showcases our successful completion of projects of varying scales and complexities, highlighting our commitment to delivering quality results. The City can have confidence in partnering with a team that has the expertise and experience necessary for the successful completion of this important infrastructure improvement project.

Team Member / Role	Yrs of Exp	Education / Licenses/Certifications
Project Management Team		
Lonnie Druliner Project Manager	14	M.Eng., 2012, Civil Engineering, Tufts University B.S., 2010, Structural Engineering, UC San Diego **Licenses/Certifications** Professional Engineer – Civil, CA, 2016, 86346
Kimilee Murillo Assistant Project Manager	7	B.S., 2018, Civil Engineering, CalPoly Pomona **Licenses/Certifications** Engineer In Training, CA, 2018, 167995
Danny Walden QA/QC Manager	20	B.S., 2008, Civil Engineering/Transportation, California State Polytechnic University, Pomona **Licenses/Certifications** Professional Engineer, California, 2014, 82536
Christopher Alberts, PLS Project Director	29	Coursework, San Jacinto College Coursework, General Studies, South Dakota State University **Licenses/Certifications** Professional Land Surveyor, CA, 2008, LS8508
Project Team *(Alphabetically)*		
Daniel Cardoza Regulatory Permitting	19	M.S., 2011, Environmental Studies/Environmental Planning, California State University at Fullerton B.A., 2009, Environmental Science/Policy, California State University at Long Beach **Licenses/Certifications** CRAM for Riverine Wetlands-Certified Practitioner, California, 2012 Wetland Delineator Certification Program, California, 2011 Professional Wetland Scientist, California, 2016, 2756
Steven Chi Survey	38	Professional Land Surveyor, CA, 2010, 8860
John Duquette Survey Lead	32	A.S., 1996, Surveying and Mapping, Santa Ana College **Licenses/Certifications** Professional Land Surveyor, California, 1999, 7566
Emily Edgington Environmental	3	B.S., 2022, Fisheries Biologist & Communications, California State Polytechnic University, Humbolt
Rachel Fabian Traffic	9	B.A., 2016, Environmental Studies, University of Oregon
Jesse Fields Survey	15	Diploma, General Studies **Licenses/Certifications** Certified Party Chief
Jason Fischer Civil Design	19	B.S., 2007, Civil Engineer, North Dakota State University **Licenses/Certifications** Professional Engineer – Civil, CA, 78608

Team Member / Role	Yrs of Exp	Education / Licenses/Certifications
Marisa Flores Biologist	18	B.S., 2003, Ecology and Evolution, University of California, Davis **Licenses/Certifications** CRAM for Riverine Wetlands – Certified Practitioner, CA, 2012 CRAM for Estuarine Wetlands – Certified Practitioner, CA, 2013
Kyle Gallup Drainage	20	B.S., 2005, Civil Engineer, San Diego State University **Licenses/Certifications** Professional Engineer - Civil, California, 2009, 74610 Certified Floodplain Manager, 2018, US-18-10783
Alicia Gonzalez Environmental	11	B.S., 2014, Biological Science, California State University, San Marcos
Jordan Gray Traffic	10	B.S., 2014, Civil Engineering, San Diego State University **Licenses/Certifications** Professional Engineer - Civil, California, 2018, 89288 Professional Traffic Engineer, California, 2021, TR 2987
Fernando Hernandez Drainage	2	B.S., 2023, Civil Engineering, CalPoly Pomona Licenses/Certifications Engineer In Training, CA, 2023, 179519
Art Huerta Survey	30	Diploma, General Studies, Perris High School
Dianne Mendoza Utilities	7	B.S., 2018, Civil Engineering, CalPoly Pomona **Licenses/Certifications** Engineer-In-Training, CA, 163351
Riley Moore Civil Design	5	B.S., 2020, Civil Engineering, CalPoly Pomona **Licenses/Certifications** Engineer In Training, CA, 2021, 174122
Gary Ratliff Civil Design	7	B.S., 2019, Civil Engineering, Brigham Young University, Idaho Campus **Licenses/Certifications** Engineer-In-Training, California, 2022, 177926 Professional Engineer - Civil, Nevada, 2023, 031173
Dung "Sam" Nguyen Civil Design	3	B.S., 2022, Civil Engineering, CalPoly Pomona **Licenses/Certifications** Engineer In Training, CA, 2023, 178356
Danielle Peltier Drainage and Civil Design	6	B.S., 2020, Environmental Engineering, University of California, Riverside **Licenses/Certifications** Engineer-In-Training, 2020
Ciprian Stelea Structural Engineering	21	M.S., 2006, Civil Engineering/Structures, University of California, Irvine B.S., 2004, Civil Engineering, Central Connecticut State University **Licenses/Certifications** Professional Engineer - Civil, California, 2008, 73379
Alejandro Tapia Traffic Engineer	7	B.S., 2019, Civil Engineering, CalPoly Pomona **Licenses/Certifications** Professional Engineer – Civil, California, 2023, 94642

Key Project Team Resumes

Lonnie Druliner, PE | *Project Manager*



Ms. Druliner has many years of experience in land development in both private and public sectors throughout southern California. Her project experience range from residential, multi-family, and commercial development to Capital Improvement Projects (CIP). Her experience has developed her skills in grading and improvement plans, storm water calculations, hydrology analyses, utility designs, and SWPPP reporting. She has focused on ADA design and upgrade projects and is familiar with Public Right Of Way Accessibility Guidelines (PROWAG) which were recently adopted, California Building Code (CBC) Chapter 11B, and City Standards.
Ms. Druliner led Capital Improvement Projects (CIP) for the City of Escondido. Includes Active Transportation Projects (ATP) throughout the City to improve sidewalk curb and gutter, adding bicycle lanes, implementing traffic calming measures, and promote safe routes to school. Various phases of the projects were environmental (CEQA and NEPA), engineering and specifications, and construction. Grants ranged from $1.2M to 1.6M. Reporting and submittals were coordinated with Caltrans, SANDAG, and California Transportation Commission (CTC).

Michael Baker INTERNATIONAL

Years with Michael Baker
2

Years of Experience
14

Education
M.Eng., 2012, Civil Engineering, Tufts University

B.S., 2010, Structural Engineering, University of California, San Diego

Licenses/Certifications
Professional Engineer - Civil, California, 2016, 86346

RELEVANT EXPERIENCE

Ynez Road Sidewalk Improvements. City of Temecula. Project Engineer. Responsibilities included updating Extra Work Requests (EWRs), coordinating with the City, and providing a earthwork quantity estimate, cost estimate and coordination support. The project includes providing a sidewalk to an existing street and locate necessary areas for concrete retaining curbs. Additionally, two curb returns needed to be modified to meet ADA and City requirements.

Frisbie SRTS Project. City of Rialto. Overseeing civil and traffic design to design 70 new curb ramps, review 10 existing ramps, reconstruct 58 driveways, design 6,000 linear feet of new and reconstructing sidewalk, and providing signing and striping for upgraded crosswalks and school signage.

Button Parking Lot Project. City of Rancho Mirage. Overseeing civil, landscape architecture, and electrical disciplines to design and grade roughly 2.3 acres of parking lots to be used for the Rancho Mirage Amphitheater and weekly farmers markets. Street improvement and ramps are being updated to comply with ADA requirements. Coordinating with the City to develop material needed for City Council, including 3D renderings.

Rose Hills Court and Washington Arts (Affordable Housing and Sustainable Communities, AHSC, Round 5), City of Los Angeles. Project Manager. The project entails a PS&E package modifying curb ramps to meet ADA requirements, improving portions of curb, gutter, and sidewalk on an existing street, bulb outs for traffic calming measures, and landscaping at multiple locations throughout Los Angeles.

Morrison Park Pump Track & Site Improvements Project. City of Murrieta. Oversee the expansion design of Morrison Park which includes the addition of a parking lot with ADA compliant stalls, accessible routes, restroom, pump track, lighting, detention basin, flow track, bicycle playground, and trail path. Managed multiple engineering disciplines, including electrical, stormwater, civil, geotechnical, and landscape architecture, in collaboration with the pump track team, to deliver the plans, specifications, and estimate package to the City in a timely manner.

Section 24 (Phase 2) and Section 33 Infrastructure Improvements. Agua Caliente Tribe. Project Manager. The project consists of adding a new street, providing curb, gutter, and sidewalk on an existing street, street widening, traffic modification with connection a flashing sign next to a fire station, and street lights along a corridor.

Grape Day Park Improvements Project. City of Escondido. Focused relocating a restroom within Grape Day Park and providing ADA access to the restrooms from the various access points of the park. Coordination efforts were made with utility companies, Escondido Police Department, Escondido Parks and Recreation Department, Escondido's Historic Preservation Committee, California Center for the Arts - Escondido, and design consultants to provide the best service to all parties and especially the residents.

Capital Improvement Projects (CIP). City of Escondido. Includes Active Transportation Projects (ATP) throughout the City to improve sidewalk curb and gutter, adding bicycle lanes, implementing traffic calming measures, and promote safe routes to school. Various phases of the projects were environmental (CEQA and NEPA), meeting with residents, engineering, specifications, and construction.

CHRISTOPHER ALBERTS, PLS | *Project Director*



Mr. Alberts has combined consulting experience in field and office operations. As Riverside and San Bernardino Offices Executive, Mr. Alberts oversees the office environment and employee engagement to develop and grow the region's capabilities. He is responsible for office and discipline operations, maintaining client relationships, quality control of plans and deliverables, staff allocation, scheduling, and verification of client satisfaction. He is active on a number of professional state and local association boards and chairman of a professional practice committee serving three southern California counties.

Michael Baker INTERNATIONAL

Years with Michael Baker
23

Years of Experience
29

Education
Coursework, General Studies, San Jacinto College
Coursework, General Studies, South Dakota State University

Licenses/Certifications
Professional Land Surveyor, California, 2008, 8508

RELEVANT EXPERIENCE

Avenue 42 (Phase 1) Street Improvements, Indio, California. City of Indio. Surveyor. Responsible for field surveys. Michael Baker provided engineering services for the widening of Avenue 42, which consisted of more than one mile. This project widened the two lane roadway with median to a six lane section.

Adams Street Bridge, La Quinta, California. City of La Quinta. Surveyor. Responsible for field surveys. Michael Baker provided environmental clearance and oversight of the bridge and roadway improvements for a 440-foot bridge project over the Coachella Valley Stormwater Channel. The project, which used Federal HBRR funds, replaced the existing low-water crossing with a bridge to provide the city with a more reliable arterial roadway during inclement weather for the general public and emergency personnel. The project provided a four-lane roadway and bridge with raised median north of Highway 111 to Westward Ho Drive.

Jefferson Street and Varner Road Improvement Project, Indio, California. City of Indio. Surveyor. Responsible for field surveys. Michael Baker prepared roadway designs to widen Jefferson Street and realign Varner Road to accommodate anticipated future traffic volume due to the I-10 interchange. The proposed project will improve Varner Road, east and west of Jefferson Street north, and Jefferson Street north to the required roadway sections per the Interchange traffic analysis report. Varner Road will be widened to four through lanes with dual left turn lanes in the eastbound to northbound direction, dual right turn lanes in the eastbound to future southbound direction, and triple left turn lanes in the westbound to future southbound direction. Jefferson Street will be widened to six through lanes within the project limits, dual left turn lanes in the southbound to eastbound direction and a free right turn lane in the future northbound to eastbound direction.

Interstate 10/Jefferson Street Interchange Improvements, Indio, California. County of Riverside Transportation Department. Mapping Specialist. Responsible for mapping. Michael Baker performed environmental and engineering services for the preparation of the project report (PR), modified access report (MAR), and plans, specifications, and estimates for I-10/Jefferson Street interchange improvements. This project will balance several complex geometric constraints to eliminate the discontinuity of the arterial street through movements within the interchange. The interchange is included in the I-10 Corridor Plan, prepared by the Coachella Valley Association of Governments (CVAG), which requires specific architectural and landscape treatments to the improved or new interchanges located within the plan. The modifications include replacement and relocation of the Jefferson Street/I-10 overcrossing, additional loop on-ramps, and realignment of Varner Road and Jefferson Street. Michael Baker was responsible for alternatives analysis and design, environmental investigations, roadway design, traffic studies, drainage studies, and structure advance-planning studies. Working closely with Caltrans and the City of Indio, Michael Baker provided a wide range of environmental consulting services. Michael Baker prepared the following studies in support of a joint initial study-environmental assessment (IS/EA): Visual impact analysis (VIA); noise impact report, per TNAP; initial site assessment; natural environment study; report-biological assessment, HPSR/ASR/AER; air quality report and CO hotspot analysis; Section 7 consultation; and Section 106 compliance. In addition, Michael Baker developed the final plans, specifications, and estimates. Preparation of construction plans included roadway layouts and profiles, bridge plans, retaining walls, grading, drainage, signing and striping, traffic signal, lighting, and staged construction.

DANNY WALDEN, PE | *QA/QC Manager*



Mr. Walden has experience in the design and preparation of preliminary engineering study documents, and final design construction documents. His experience includes transportation roadway design, grading and modeling for freeway, infrastructure and street improvement plans for the California Department of Transportation (Caltrans), and municipal clientele. He has extensive knowledge of Caltrans design standards, and his experience working with Caltrans on design-build projects affords him the understanding of working with multiple agencies simultaneously. Mr. Walden has held roles as task lead, and lead design engineer on three of Southern California's most complex design-build projects. Additionally, he has worked on a variety of projects ranging in size from $1 million to $1.6 billion; most recently working with the San Bernardino County Transportation Authority (SBCTA) on the I-10 Corridor Express Lanes Project Design-Build.

Michael Baker INTERNATIONAL

Years with Michael Baker
8

Years of Experience
20

Education
B.S., 2008, Civil Engineering/Transportation, CalPoly Pomona

Licenses/Certifications
Professional Engineer - Civil, California, 2014, C 82536

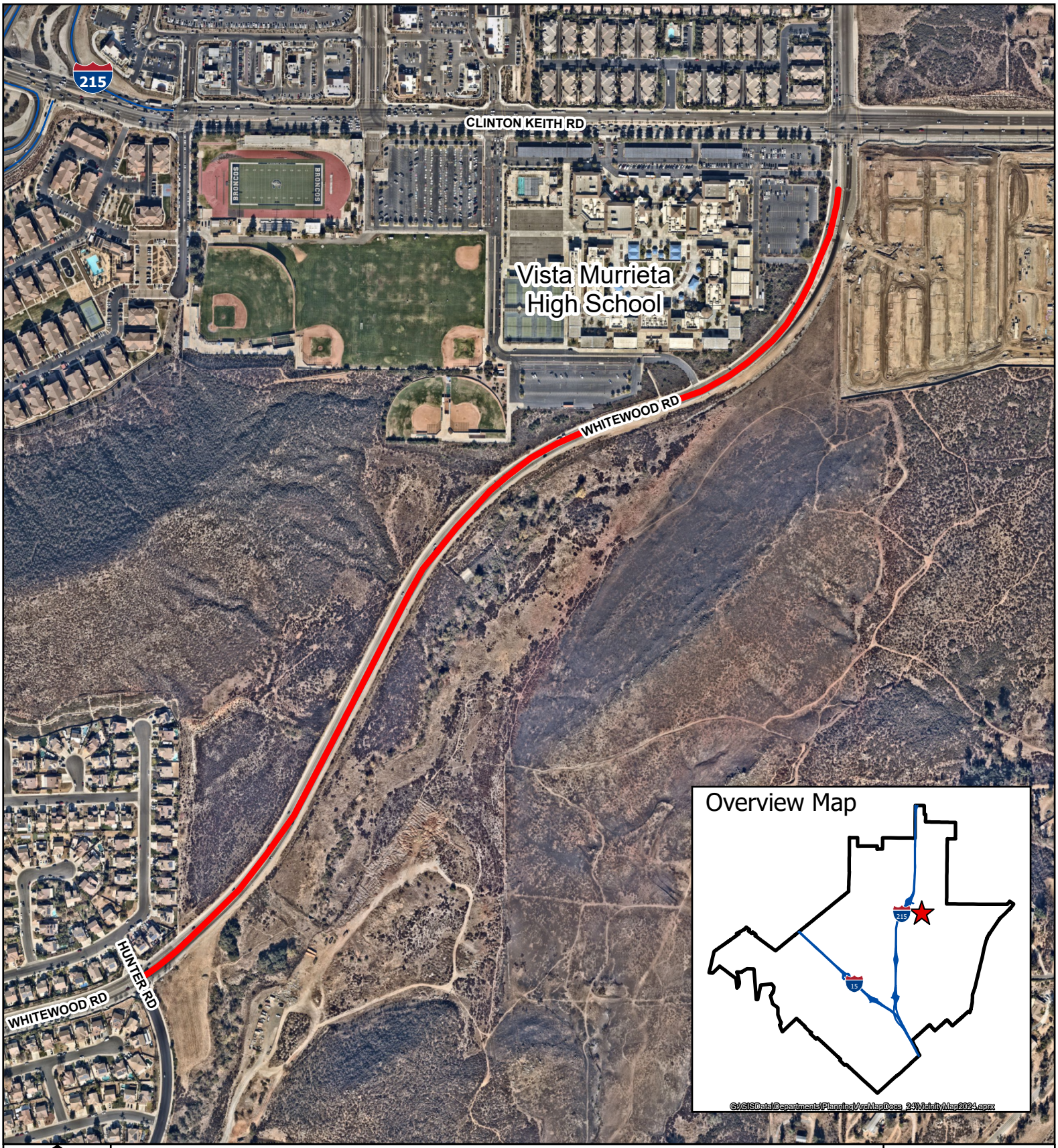
RELEVANT EXPERIENCE

S.R. 91 Corridor Improvement Project (CIP) Design-Build, Riverside County, California. Riverside County Transportation Commission. Segment Roadway Lead. This project consisted of 16 miles of outside and median freeway widening on the S.R. 91 and I-15 freeways to extend the existing S.R. 91 express lanes 7.5 miles east, and provide direct connector toll lanes to southbound I-15. Segment Roadway Lead responsible for coordinating, submitting, and acquiring approval for two of seven design packages, totaling 6 miles of improvements. Completed Design Exception Fact Sheets, horizontal, vertical, superelevation design, and grading, while coordinating with multiple disciplines. Worked closely with RCTC and Caltrans in Over-the-Shoulder and Joint Resolution Team meetings to manage design issues, resolve comments, and maintain the accelerated design schedule. Assisted in managing compliance with quality control for each package submittal.

I-405 Sepulveda Pass HOV Widening Design-Build, Los Angeles County, California. Metro; Lead Roadway Design Engineer. This project added an additional mixed-flow lane to I-405, an HOV lane in the northbound direction, and included reconstruction of 7 interchanges along the 10-mile corridor. Responsible for leading the effort to finalize the roadway geometry while incorporating innovative design refinements, such as a mainline shift near the Getty Center to avoid relocation of a large MWD Line, reducing the impact on construction schedule and cost. Also responsible for coordinating, submitting, and acquiring approval for six of seven design packages, while coordinating with stage construction, drainage, and structure disciplines. Worked directly, and daily, with Metro and Caltrans staff on design solutions, comment resolution, and approval of Design Exception Fact Sheets for over 100 nonstandard design elements.

Pavement Resurfacing, La Sierra Avenue, Riverside, California. Riverside County. Senior Engineer. Responsible for development and obtaining approval of the PS&E package under an aggressive schedule to ensure that the project was able to receive the necessary funding. Michael Baker provided design services for the improvement and repair of La Sierra Avenue's pavement. The project included completing field reviews to identify damaged areas in need of repair and upgrades, identifying impacted utilities for necessary relocation and adjustment, and preparing plans, specifications, and estimates. Additionally, Michael Baker reconstructed AC Dike, upgraded metal beam guard railing, roadside signs, pavement markings, and reconstructed curb ramps to meet Americans with Disabilities Act (ADA) requirements.

Ramona Resurfacing - RCTD. Riverside County. Senior Engineer. Responsible for development and obtaining approval of the PS&E package under an aggressive schedule to ensure that the project was able to receive the necessary funding.



Whitewood RD Widening Project
CIP No. 8389

8/6/25

0 500 1,000 Feet

Vicinity Map

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Kristen Crane, Assistant City Manager

SUBJECT:
Receive and File Status Update on City Council Priorities Since Workshop on February 10, 2025

RECOMMENDATION

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

PRIOR ACTION/VOTE

On February 10, 2025, the City Council held a workshop to review the City's top priorities through a tiered system (Non-action item).

On July 31, 2024, the City Council held a workshop to establish a tiered list of the City's projects based on factors such as priority and funding availability (Non-action item).

CITY COUNCIL GOAL

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

DISCUSSION

On February 10, 2025, the City Council held a workshop to conduct a comprehensive review of the City of Murrieta's (City) top priorities, organized through a three-tiered system. This tiered framework was first established during a previous workshop in July 2024. At the February session, the City Council reviewed the status of each project, reassessed their prioritization, and, by consensus, confirmed or adjusted the level of priority as needed. Several new projects were also added to the list. The purpose of this prioritization process is to ensure the City is effectively addressing community needs and enhancing services that are vital to the community's growth and well-being. The resulting list provides strategic direction to staff on where to focus time and resources, while also offering transparency to community stakeholders about the City's key initiatives.

The three (3) tiers are defined as follows:

- Tier 1 - Projects are fully-programmed with strategies, workplans, and dedicated resources. While the individual Tier 1 projects may not be fully-funded to completion, work is underway on the current phase by staff and consultants, and the project is generally funded for that phase and potentially beyond;

- Tier 2 - Projects are partially-programmed with conceptual strategies, but additional work plans and/or resource dedication are necessary; and

- Tier 3 - Projects are unprogrammed and not yet prioritized by City Council pending development of strategies, workplans, and dedicated resources. They have generally been identified as something of interest and importance but not funded and/or not a major staff work plan item.

Significant highlights from each Tier include:

Tier 1 -
- Amphitheater parking lot - Completed
- Closed escrow on Fire Station 6 property - Completed
- City Hall roof replacement - Completed
- Groundbreaking for Murrieta Hot Springs Road Widening - Completed
- Tot-lot renovations/replacements - Completed
- Ribbon Cutting for Glen Arbor Dog Park - Completed
- Murrieta Innovation Center generator - In progress, near completion

Tier 2 -
- Public Safety Training Facility Conceptual Design - Completed
- PD Building Improvements; Funding for paint and locker rooms - Completed
- Community Pool Redesign Community Outreach - Completed
- Jefferson Street and Magnolia Street Traffic Signal Engineering Design - In progress

Tier 3 -
- City Hall HVAC replacement - Completed
- *Equestrian Center Evacuation - Policy drafted, and stakeholders meetings to take place

Attachment 1 to this report provides the status of each project prioritized as Tier 1, 2, or 3 and outlines the planned next steps.

Staff recommends that the City Council receive and file this report as part of the ongoing efforts to strengthen City governance and enhance responsiveness to community needs. The next City Council workshop is planned for January/February 2026 to review the project list and affirm the prioritization.

FISCAL IMPACT

None.

ATTACHMENTS

1. City Council Priorities Tiers 1, 2, and 3

2. Tier 1, 2, and 3 Priorities Organized by City Council Goals

Council Priorities
Tier 1 – Fully Programmed

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

LARGE SCALE PROJECTS	
Fire Station 6 2-3 years after start of design $10M - $15M	**Description:** Build a new Fire Station 6 at the northeast end of the City. Explore interim solutions/service level options to enable service sooner. **Major Milestones:** ✓ Acquire property (fall 2024; escrow closed April 2025) – Complete • Plan to budget an estimated $3M(+/-) for annual operating expenses • Prepare conceptual design and cost estimates • Pursue grants and alternative funding sources • Plan to secure bond funding when the project advances • Extend water and natural gas infrastructure to the site • Finalize design • Begin construction **Progress Since February 10, 2025, Workshop:** ✓ Acquired property (November 2024; escrow opened December 2024; closed April 2025) – Complete ✓ Installed perimeter fencing to prevent trespassing and illegal dumping – Complete **Anticipated Next Steps through June 30, 2026:** ✓ Resolve title issues – Complete • Review potential interim operational models • Release RFP for design once financial commitment is secured • Extend utilities to the future fire station site **Project Lead:** Municipal Services, Fire, City Manager's Office **Project Support:** Development Services, Public Works/Engineering **Estimated Council Meetings:** 2-5
Amphitheater Parking Lot 2024- 2025 $3.5M	**Description:** Construct parking for the amphitheater, including ADA, landscaping, and monument sign. **Major Milestones:** ✓ Design (summer 2024) – Complete ✓ Bid process (fall 2024) – Complete ✓ Construction (spring 2025) – Complete **Progress Since February 10, 2025, Workshop:** ✓ Construction (November 2024; February 2025) – Complete ✓ Notice of Completion issued July 2025 – Complete

	Anticipated Next Steps through June 30, 2026: • N/A **Project Lead:** Community Services **Project Support:** City Manager's Office, Public Works/Engineering **Estimated Council Meetings:** 1-2
Los Alamos Soccer Complex 2024-2028 $10M-$15M	**Description:** Rehabilitate existing fields, build new fields and related facilities. **Major Milestones:** • Revised Murrieta Soccer pro forma (fall 2024) — Murrieta Soccer currently on hold pending merger with a new soccer club • Bond financing (winter 2024) — On hold pending environmental review • Rehab existing fields (fall 2024 through summer 2025) — On hold pending Murrieta Soccer readiness to proceed • Environmental clearances for expansion (2026–2027) • Design new fields/facilities (2026) • Construction (2027–2028) **Progress Since February 10, 2025, Workshop:** • Met with Murrieta Soccer Club (September), including follow-up phone conversations • City Council's Ad-Hoc Subcommittee met to discuss environmental clearances • Pro Forma received; currently under review (July 2025) **Anticipated Next Steps through June 30, 2026:** • Ad-Hoc Subcommittee to review and recommend to staff and City Council – On-going • Continue progress on required environmental clearances – On-going **Project Lead:** City Manager's Office, Development Services **Project Support:** Community Services, Finance, Public Works/Engineering, Municipal Services **Estimated Council Meetings:** 4-6
Keller Road Interchange $55M	**Description:** Build a new interchange at Keller Road and Interstate 215. **Major Milestones:** • Rights of Way acquisition • Preliminary design at 65% plans • Environmental document approval • Design Plans/Specs/Estimates • Secure $29+ million in additional funding • Construction **Progress Since February 10, 2025, Workshop:** ✓ Cooperative Agreement with Caltrans for Plans, Specifications, and Engineering (PS&E) and Right-of-Way process (November 2024) – Approved

	✓ Draft Environmental Document (DED) underway by Caltrans – In review ✓ Technical memos and documents updated – Approved ✓ Vehicle Miles Travelled (VMT) exemption – Approved ✓ Federal RAISE/BUILD grant application – Submitted **Anticipated Next Steps through June 30, 2026:** ✓ Circulate DED for review (through July 29, 2025) – Complete • Preliminary Right of Way engineering – Started • Final Environmental Document approval anticipated (December 2025) • Final Project Report approval anticipated (December 2025) • Mark Thomas & Company hired to complete 65%–100% design plans (August 2025); estimated completion (June 2026) **Project Lead:** Public Works/Engineering, City Manager's Office **Project Support:** Public Works/Engineering **Estimated Council Meetings:** 4-6
Library Expansion 2024-2026 $8M	**Description:** Expand Library facility by approximately 4,500 square feet. **Major Milestones:** ✓ Conceptual design (spring 2024) – Complete ✓ Funding plan determined (summer 2024) – Complete ✓ Final design (summer 2024 through spring 2025) – Complete • Construction begins (summer 2025) – On-going • Construction complete (summer 2026) **Progress Since February 10, 2025, Workshop:** ✓ Design development – Complete ✓ Construction bid package – Complete ✓ Project bidding – Complete • Fundraising for $500,000 **Anticipated Next Steps through June 30, 2026:** ✓ Award of construction contract (August 2025) – Complete ✓ Approve interfund loan (August 2025) – Complete • Enhance fundraising efforts to support the Library Foundation in achieving its goal • Construction anticipated completion (summer 2026) • Purchase furnishings and equipment using cooperative purchasing contracts **Project Lead:** Municipal Services **Project Support:** City Manager's Office, Public Works/Engineering, Community Services **Estimated Council Meetings:** 2-3
Murrieta Hot Springs Road Widening	**Description:** Widen Murrieta Hot Springs Road between Margarita and Winchester Roads.

2024-2026 $15M	**Major Milestones:** ✓ Design – Complete ✓ Right-of-Way Acquisition – Complete ✓ Construction anticipated to begin (August 2025) – Complete • Public Outreach during construction – On-going **Progress Since February 10, 2025, Workshop:** ✓ Utility easements obtained – Complete ✓ Construction contract out to bid (December 2024) – Complete ✓ Opened bids (April 2025) – Complete ✓ Awarded construction contract (June 2025) – Complete ✓ Strategic communications with public and local businesses – On-going **Anticipated Next Steps through June 30, 2026:** • Continue strategic communications with the public and local businesses throughout construction – On-going • Begin construction (August 2025); complete (June 2026) **Project Lead:** Public Works/Engineering **Project Support:** City Manager's Office **Estimated Council Meetings:** 1-3
Pickleball Courts 2024 – 2025 $400K	**Description:** Build new pickleball courts to accommodate significant demand. **Major Milestones:** ✓ Identify and select locations (fall 2024) – Complete ✓ CEQA analysis, where necessary – Complete • Design • Construction (winter 2025) **Progress Since February 10, 2025, Workshop:** ✓ Project plans for Firefighters Park (November 2024) – Complete ✓ 95% project plans for Alderwood Park (January 2025) – Complete **Anticipated Next Steps through June 30, 2026:** • 100% project plans for Alderwood Park (August 2025) • Develop job order contracting proposal (October 2025) • Construction contract approval (November 2025) • Begin construction on Alderwood Park (November 2025) **Project Lead:** Municipal Services **Project Support:** City Manager's Office, Community Services **Estimated Council Meetings:** 2-3
Fire Stations 1, 2, and 3 Remodel $5.6M	**Description:** Stations need updating and coed facilities added. **Major Milestones:** • Funding for Station 1 - $1.6M – Complete • Secure funding for Stations 2 and 3 - $4M combined • Design • Construction

	Progress Since February 10, 2025, Workshop: • Station 1 Design Concept – Complete • Architect advancing 100% construction plans and specifications; estimated completion (November 2025) • *Moved from Tier 2 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Complete 100% construction plans and specifications, and final plan check, for Station 1 (November 2025) • Bid Station 1 Improvement Project (January 2026) • Begin Station 1 Construction (March 2026) • Complete remodel of Station 1 (November 2026) • Move to Station 3 design (January 2026) **Project Lead:** Fire **Project Support:** City Manager's Office, Municipal Services **Estimated Council Meetings:** 1-2
Equestrian Facility – Evaluation of Options	**Description:** Work with the Sheriff's Department to explore a long-term partnership for their use of the space and improvements. Also work with the Juniper Trails tenant. **Major Milestones:** ✓ Determine needs of the Sheriff's Office – Complete ✓ Determine needs of tenant Juniper Trails – Complete ✓ Draft MOU outlining roles and responsibilities– N/A • Review and revise site leases • Complete or oversee site improvements **Progress February 10, 2025, Workshop:** ✓ Sheriff's Department is not interested at this time – Complete ✓ Negotiated a short-term license agreement extension with Juniper Trails approved by City Council (January 21, 2025) – Complete ✓ Completed roof repairs for one of the structures on the property to prevent further water intrusion and damage – Complete **Anticipated Next Steps through June 30, 2026:** • Explore facility needs and concepts for a potential long-term plan to make the space usable • Will need to work on more long-term plan for Juniper Trails since new temporary license agreement is short-term • Need to consider emergency repairs, temporary preventative maintenance, and critical maintenance for the overall property, to include roof repairs **Project Lead:** City Manager's Office, Community Services **Project Support:** Public Works/Engineering, Development Services, Municipal Services **Estimated Council Meetings:** 2

General Plan Cleanup 2025-2026 Phase 1 $410K (funded) Phase 2 $390K (unfunded)	**Description:** Major elements of the update include revising Climate Action Plan, traffic model, Safety Element, mapping/graphics updates, other miscellaneous document updates, updated noise ordinance, and updated lighting ordinance. **Major Milestones:** • Revisions to various General Plan elements (spring 2025); 75% complete; expect full completion (fall 2025) ✓ Public Outreach (spring 2025) – Complete • CEQA Document Preparation (summer 2025); delayed due to Keyhole overlay zone considerations/timing and need to complete Plan elements (winter 2025) • Draft General Plan Document Preparation (fall 2025) • Public Hearings/Final Documents (winter 2025) **Progress Since February 10, 2025, Workshop:** ✓ Project kick-off with Consultant Team – Complete • Bi-weekly meetings – On-going **Anticipated Next Steps through June 30, 2026:** • Preparing revisions to the General Plan and associated documents • Public Workshop(s) • Fully fund Phase 2 work for CAP and CEQA document **Project Lead:** Development Services **Project support:** Public Works/Engineering, Fire, Police, Community Services, Economic Development, City Manager's Office **Planning Commission Meetings:** 2-3 **Council Meetings:** 2-3
Sidewalk Vendor Policy	**Description:** New regulations addressing street vending. **Progress Since February 10, 2025, Workshop:** • *Moved from Tier 3 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Preparing revisions to the Municipal Code • Depending on timing, consider incorporating into Code Enforcement Ad-hoc Subcommittee recommendations and next steps **Project Lead:** Development Services **Project support:** City Attorney, City Manager's Office, Police **Planning Commission Meetings:** 1 **Council Meetings:** 2
Keyhole Overlay Zone	**Description:** Develop an Overlay Zone for the "keyhole area," comprised of 51 properties in the area bordered by Clinton Keith Road, Whitewood Road, Baxter Road, and the City boundary on the east. The area lacks water infrastructure and consolidated planning, hindering development. **Progress Since February 10, 2025, Workshop:**

	• On-going meetings with Eastern Municipal Water District (EMWD) and property owners regarding future development • Prepared draft guiding principles for infrastructure build-out, MWD Annexation process, development timing, financing, etc. • Incorporating this project into the General Plan clean-up project • *Moved from Tier 3 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Continue conversations with property owners, EMWD, and City staff **Project Lead:** City Manager's Office and Development Services **Project support:** Public Works/Engineering, Economic Development, Fire, City Attorney, City Manager's Office, Finance **Planning Commission Meetings:** 1 **Council Meetings:** 2
Development Approval Process Deep Dive	**Description:** An opportunity for a more elaborate examination of current staffing and processes to identify opportunities for improvement. **Progress Since February 10, 2025, Workshop:** • Internal City Manager/Director meetings to review SWOT analysis – In progress • Identifying initial action steps to gather feedback – In progress • *Moved from Tier 3 – Feb 2025*
Line F Drainage Improvements $9M	**Description:** Improve Line F to address area flooding in and around Kalmia Street and enable property development. Project extends from Washington Avenue to Murrieta Creek. **Major Milestones:** • Environmental and Civil Engineering Design • Secure Funding • Regulatory Agency Permits • Construction **Progress Since February 10, 2025, Workshop:** ✓ Funding request from Riverside County Flood Control District (RCFCD) Zone 7 CIP – Denied ✓ Issued RFQ for design services (February 2025) ✓ Prepared Project Schedule – Complete ✓ Design agreement (July 2025) – Approved and Complete • *Moved from Tier 2 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Start Phase 1 preliminary engineering with RCFCD • Proceed with Phase 2 final engineering • Continue securing funding; reapply for RCFCD Zone 7 CIP

Line G Drainage Improvements $10M	**Description:** Improve Line G and address flooding at Washington Avenue and public safety concerns. Project extends from Nutmeg Street crossing to Murrieta Creek. **Major Milestones:** • Environmental and Civil Engineering Design • Secure Funding • Regulatory Agency Permits • Construction **Progress Since February 10, 2025, Workshop:** • Project pending start • *Moved from Tier 2 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Prepare project schedule • Prepare RFQ to select design consultant
Line D Box Culvert Extension $1.5M	**Description:** Re-build Line D box culvert to allow the widening of Murrieta Hot Springs Road. **Major Milestones:** • Environmental and Civil Engineering Design • Regulatory Agency Permits • Construction **Progress Since February 10, 2025, Workshop:** • Project pending start • *Moved from Tier 2 – February 2025* **Anticipated Next Steps through June 30, 2026:** • Prepare project schedule • Prepare RFP to select design consultant • Commence with environmental and civil engineering design
Town Hall Meeting/ Community Summit regarding Changes in California Housing Law	**Description:** Hold a Town Hall meeting or community summit to discuss changes in California multi-family housing building laws and affordable housing. Assist with supporting City Council effort to disseminate the resolution regarding local control approved by the City Council in December 2024. **Progress Since February 10, 2025, Workshop:** • *Moved from Tier 3 – February 2025* **Anticipated Next Steps through June 30, 2026:** ✓ Townhall (April 15, 2025) – Complete **Project Lead:** City Manager's Office, Development Services **Project support:** City Clerk's Office **Planning Commission Meetings:** Not Applicable **Council Meetings:** Not Applicable

Pursuit of a Statewide Ballot Initiative re. Local Control for Land Use	**Description:** Consider pursuing a statewide ballot initiative for the November 2026 ballot for a State Constitutional Amendment regarding local control for land use. **Anticipated Next Steps through June 30, 2026:** ✓ Prepare for City Council consideration a road map of what the steps would be and what the City's role could be – Complete ✓ Prepare project schedule – Complete • Formulate next steps based on City Council direction • Based on timing required for (November 2026) ballot, City Council Members were going to take the lead on soliciting other cities to pass the resolution **Project Lead:** City Manager's Office, City Attorney's Office **Project support:** City Clerk's Office, Development Services **Planning Commission Meetings:** Not Applicable **Council Meetings:** 1-3
Traffic Pilot Program	**Description:** Implement traffic pilot program along Los Alamos Road, between Hospitality Place and Whitewood Road, to determine effectiveness of implementing manual traffic control within the Traffic Management Center during peak congestion. **Progress Since February 10, 2025, Workshop:** ✓ Pilot program concept presented to City Council – Approved ✓ Updated traffic signal coordination timing with Caltrans intersections on Los Alamos Road – Complete ✓ Initial travel runs performed (April 2025) – Complete ✓ Staff observations: o East-bound left-turn at Whitewood Road backed up to I-215 South-bound ramps during PM peak period. o Westbound left-turn at Hancock Avenue exceeds storage, and queues into through travel lanes during peak periods. o Left-turn at I-215 North-bound ramp causes left-turn vehicles to queue into the through lanes during AM peak period. • New in February 2025 **Anticipated Next Steps through June 30, 2026:** • Prepare updated timing plans to increase overall cycle length to reduce queuing at Whitewood Road. • Install dual left-turn lanes for the west-bound approach to Hancock Avenue to address storage issues. This can be done with the Los Alamos Pavement Rehabilitation project planned for (fall 2025). • Work with Caltrans to change the left-turn at the I-215 signals to leading instead of lagging. • After completion of changes, perform travel runs again when school is in session to determine effectiveness of improvements. Expected (spring 2026). • Report back findings to City Council.

SMALL SCALE PROJECTS	
ADA Improvements	**Description:** Preparation of ADA Transition Plan is complete. Annual curb ramp, sidewalk, and traffic signal retrofit per consent decree. Additional improvements are required at parks, facilities, trails, and other programmatic and physical areas. Projects will take place over 25 years. Estimated to cost $62 million. **Progress Since February 10, 2025, Workshop:** ✓ Court Consent Decree between parties (November 2024) – Approved ✓ Funded work identified in the ADA Transition Plan and Consent Decree during the biennial budget process – Complete **Anticipated Next Steps through June 30, 2026:** • Consultant will continue to work with staff to track and complete first year of work specified in the Consent Decree • Consultant will continue to work with staff to track and complete additional work identified in the ADA Transition Plan
Improvements at the MIC	**Progress Since July 31, 2024, Workshop:** ✓ Expanding resources at Murrieta Innovation Center (MIC) – In progress ✓ Grant funds awarded and reimbursed; design and bid process – Complete **Anticipated Next Steps through June 30, 2026:** ✓ Construction contract awarded (February 2025) – Complete ✓ Construction began (March 2025) – Complete • Currently 20% complete; framing 90% complete • Tentative completion; turnover to City Q4 (November 2025) • Estimated groundbreaking (January 2026)
Tot Lot Replacement	**Description:** Four (4) additional tot-lots to be designed and constructed. **Progress Since February 10, 2025, Workshop:** ✓ Construction improvements approved by City Council (July 2025) – Complete
City Hall Roof Replacement	**Description:** Needed to address aging facility. **Progress Since February 10, 2025, Workshop:** ✓ Bidding for Project – Complete ✓ Construction started (July 2025); and finished (August 2025) – Complete **Anticipated Next Steps through June 30, 2026:** • Notice of Completion to Council (September 2025)
City Hall and Fire Generators	**Progress Since February 10, 2025, Workshop:** ✓ Replacing emergency generators; grant acquired – Complete ✓ Design finalized; contractor on-board – Complete **Anticipated Next Steps through June 30, 2026:** ✓ Generator installation scheduled, pending generator availability due to long lead time; estimated cost $800,000 (spring 2025) – Complete

Municipal Services Yard Modular Offices	**Description:** Construct site improvements and install new module offices at Municipal Services Yard. **Progress Since February 10, 2025, Workshop:** ✓ LAFCO to consider annexation of Municipal Services Yard into Rancho California Water District (water) and Eastern Municipal Water District (wastewater) (July 2025). – Complete **Anticipated Next Steps through June 30, 2026:** • Reassess staff space needs for 5–10 years (July 2025) • Solicit modular office vendor proposals (August 2025) • Finalize site preparation design for modulars (October 2025) • Project bidding (December 2025) • Start construction (February 2026) • Install modular offices (May 2026)
Fire Station #1 Concrete Replacement	**Description:** Project to replace concrete driveways at Fire Admin/Station 1 and connect the facility to the sewer system. Construction schedule is dependent on funding and could be scheduled for fall 2025 with an estimated cost of $3M for construction and an additional $450,000 for a 15% construction contingency.
Library Flooring and Soundproof Walls	**Description:** Installation of new flooring and soundproofing panels. Work to be coordinated with Library expansion to minimize disruptions.
Glen Arbor Dog Park	**Description:** Construct large and small dog area, provide ADA accessibility, and construct new parking lot. **Progress Since February 10, 2025, Workshop:** ✓ Design – Complete ✓ Construction began (April 2025) – Complete **Anticipated Next Steps through June 30, 2026:** ✓ Construction finished (August 2025) – Complete • Notice of Completion (September 2025)
Murrieta Hot Springs and Alta Murrieta Intersection	**Description:** Eastbound right-turn lane into Murrieta Plaza shopping center. **Progress Since February 10, 2025, Workshop:** ✓ Design and Right-of-Way acquisition – Complete ✓ Bid construction (February 2025) – Complete ✓ Award construction contract (April 2025) – Complete ✓ Issue Notice to Proceed (June 15, 2025) – Complete **Anticipated Next Steps through June 30, 2026:** • Contractor waiting on approval of materials submittals to Eastern Municipal Water District • Construction anticipated to commence (September 2025); and completed (January 2026)
Various Storm Drain Trash Interceptors	**Description:** Install trash interceptors in existing storm drain catch basins within multi-family, commercial, and industrial zones, as required by the National Pollutant Discharge Elimination System (NPDES) permit.

Traffic Signal Sync	**Description:** Traffic signal modifications to optimize traffic flow utilizing Air Quality Management District (AQMD) funds.
Hillside Ordinance	**Progress Since February 10, 2025, Workshop:** • Reviewing and adjusting regulations for development on hillsides **Anticipated Next Steps through June 30, 2026:** • A series of workshops is due back to City Council (fall 2025)
6th Code Update	✓ 6th Code revisions have been approved by City Council – Complete
Code Enforcement Revisions	**Progress Since February 10, 2025, Workshop:** ✓ Facilitated meetings of City Council Code Enforcement Ad-Hoc Subcommittee – On-going ✓ Ad-Hoc Subcommittee has identified recommendations and findings for City Council consideration in a future workshop – On-going **Anticipated Next Steps through June 30, 2026:** • Next steps for action items will be determined based on future City Council workshop and City Council direction
Surplus Lands Act	**Progress Since February 10, 2025, Workshop:** • Staff examining opportunities for disposition of various City property holdings **Anticipated Next Steps through June 30, 2026:** • Continued work on the SLA process as applicable
Public Safety Community Financing District (CFD)	**Description:** An effort to create a new assessment district to ensure the City's public safety agencies can maintain standards as the City grows. **Progress Since February 10, 2025, Workshop:** • Work continued to establish the first CFD for Public Safety Services **Anticipated Next Steps through June 30, 2026:** ✓ Adoption of the Resolution of Intention to form and public hearing scheduled for Q2 (2025) – Complete ✓ Formation of CFD 2025-S for public safety established (July 2025) – Complete • Meeting with DSD + Engineer to establish procedures to include annexation requirements as part of COA

Council Priorities
Tier 2 – Partially Programmed

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

LARGE SCALE PROJECTS	
Public Safety Training Facility $20M - $27M for Phase I $18M for Phase II	**Description:** Phase I: Construct a fire tower, indoor shooting range, and classroom space for regional public safety and education agencies. Phase II: Construct additional storage space and a multi-story commercial training facility. **Major Milestones for Phase I:** ✓ Conceptual design – Complete • Seek funding partners • Design – including value engineering to reduce costs • Construction • May require relocation of the Public Works Yard **Progress Since February 10, 2025, Workshop:** • None **Anticipated Next Steps through June 30, 2026:** • Meet with Mt. San Jacinto Community College District to explore, confirm, and solidify partnership and MSJC funding contribution • Pending information on MSJC funding and timing, reengage the contracted designer to begin work on construction documents for the facility, or look at phasing alternatives
Madison Specific Plan/ Infrastructure Development 2025-2026 $525K	**Description:** Partner with RCWD/WMWD to use ARPA funds to extend water and sewer infrastructure and plan area for economic development. Additionally, a Specific Plan would be developed to promote economic development. **Major Milestones:** • Secure funding for Specific Plan from City Council (spring 2025); project remained unfunded after budget process • Issue RFP for specific plan preparation; CEQA document (summer 2025) • Community Outreach (fall 2025); on hold until project funded • Draft Specific Plan and CEQA document (winter 2026); on hold until project is funded • Public Hearings (spring 2026); on hold until project is funded **Progress Since February 10, 2025, Workshop:** • None (not funded) **Anticipated Next Steps through June 30, 2026:** • Include funding in the budget (FY 2025/26); on hold until project is funded • Issue an RFP for a consultant (summer 2025); on hold until project is funded

	• Consultant selection (summer 2025); on hold until project is funded • Public scoping meetings (fall/winter 2025); on hold until project is funded Final draft specific plan and CEQA doc preparation (summer 2026); on hold until project is funded • Adoption (fall 2026; on hold until project is funded) **Project Lead:** Development Services **Project Support:** Public Works/Engineering, City Manager's Office, Economic Development **Planning Commission Meetings:** 2-3 **Estimated Council Meetings:** 2-4
Fire Station 5 Permanent Structure $4M	**Description:** Adding a permanent structure at Station 5 to replace the modular. **Major Milestones:** • Secure funding • Design/selection • Construction **Progress Since February 10, 2025, Workshop:** • None **Anticipated Next Steps through June 30, 2026:** • Monitor development and road networks on west side of City to determine if current site will be suitable to serve western portion of City at build-out
Community Pool Redesign $10M - $13M	**Description:** Locate and construct the Community Pool. **Major Milestones:** ✓ Extensive community outreach – Complete • Draft conceptual plan developed; not presented to City Council since work was stopped based on prioritization and resource availability. • Secure funding • Design • Construction **Progress Since February 10, 2025, Workshop:** • None, Funding has not been identified **Anticipated Next Steps through June 30, 2026:** • None
Water System Infrastructure Review	**Description:** Work with the four local water districts to understand and consider build-out infrastructure that may be needed to support anticipated development and potential financing strategies. **Progress Since February 10, 2025, Workshop:** • Staff has provided Western Municipal Water District with information on potential future development within their service area for consideration as part of their master plan update.

	• Ongoing discussions with Eastern Municipal Water District with information on potential future development within their service area, including the Keyhole. • *New in February 2025*
Citywide Drainage Improvement Projects Plan	**Description:** Develop a work plan for moving forward with drainage projects around the City that are funded/partially-funded in the Capital Improvement Plan. **Major Milestones:** • Review the list of partially-funded drainage projects in the CIP to prioritize and develop a work plan for moving forward • Develop a funding plan • Design / Environmental / Construction **Progress Since February 10, 2025, Workshop:** • Assigned staffing to Line F project and distributed RFQ to select consultant. **Anticipated Next Steps through June 30, 2026:** • Establish Work Plan to manage the work effort for the various large Drainage Improvement projects in the CIP • Develop realistic schedule based on current staffing • Develop funding strategy, including available grants and RCFCD funding
Open Channel Drainage Maintenance Permit $1.25M	**Description:** Permit the City to perform regular maintenance of open drainage channels within the City. **Major Milestones:** • Phase 1: Research and establish regulatory framework needed to permit • Phase 2: Technical studies, establish open channel maintenance priorities • Phase 3: Establish impacts, mitigation plans, permitting with Regulatory Agencies • Secure funding • Prepare operations plan to perform maintenance **Progress Since February 10, 2025, Workshop:** • Reissue the RFQ • Complete the selection process • Move the project forward without further delay • Assign a dedicated project manager to oversee progress and manage the project **Anticipated Next Steps through June 30, 2026:** • Select environmental consultant • Commence with Phase 1 and Phase 2

Jefferson St. and Magnolia St. Traffic Signal $1M	**Description:** Traffic signal installation to address increased traffic volumes; project cost estimate of $1M utilizes DIF – Traffic signals. **Major Milestones:** • Civil engineering design • Funding secured • Construction **Progress Since February 10, 2025, Workshop:** ✓ Commenced with engineering design through 90% – In progress **Anticipated Next Steps through June 30, 2026:** • Design completion expected (August 2025) • Bid and award project (October 2025) • Signal expected to start construction (end of 2025 to May 2026)
Tour de Murrieta	**Description:** An opportunity to make Tour de Murrieta a marquee annual event for the City and the best cycling race in the state. **Progress Since February 10, 2025, Workshop:** • A meeting occurred with the event organizer. A meeting and site visit are being scheduled with the City of Redlands, which hosts the Tour de Redlands, to seek clarity on their governing model, operations, and financial structure to see if that could be a template for something similar in Murrieta. • *Moved from Tier 3 – February 2025*
SMALL SCALE PROJECTS	
PD Building Improvements	✓ Funding for paint and locker rooms secured – Complete • Traffic Bureau remodel (estimate $115K) – In progress
Murrieta Creek Drainage Improvements	**Description:** Army Corp of Engineers project. • Phase 2B: Rancho California Road to Winchester Road is scheduled to begin construction in 2025. • Phase 2C: Winchester Road fix bridge abutment repair, not included with the 2025 construction and is unfunded. • Phase 3: Unfunded and the schedule is unknown at this time.
Various Traffic Signal Upgrades	**Description:** Ongoing program to modify existing traffic signals as needed; $150,000 utilizes Measure A and Gas Tax for maintenance operations.
Storm Drain Master Plan	**Description:** Prepare citywide master drainage plan to identify deficient drainage facilities to address flood control needs. $250,000 budgeted. RFP prepared and to be issued to select a consultant to commence in 2025. Completion expected in 2026.
Vintage Reserve Restroom	**Description:** A new project listed on the Development Impact Fee (DIF) schedule to replace existing porta-potty at Vintage Reserve Park and construct permanent facility. Work to include new water service. **Progress Since February 10, 2025, Workshop:** • *Moved from Tier 3 – February 2025*

Council Priorities
Tier 3 – Unprogrammed

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

LARGE SCALE PROJECTS	
Parking Structure	**Description:** Consider assessing the need, identifying a site, and constructing a parking lot or parking structure to support downtown.
Civic Center Development	**Description:** Space plan for future expansion of City Hall and other potential uses.
Expand PD Facility	**Description:** Needed to accommodate growing staff – funding for this project should be in place (FY30); estimated at $10 to $15M). PD site has room for expansion.
Murrieta Youth Center Phase 2	**Description:** Original construction of Youth Center contemplated a future Phase 2 – gymnasium expansion.
Develop Pioneer Park	**Description:** An opportunity to meet the growing demand for park amenities.
Murrieta Creek Regional Trail	**Description:** Connecting existing regional trail segments. Trails Master Plan will address this. **Progress Since February 10, 2025, Workshop:** ✓ Work continued and approved on draft Trails Master Plan by City Council on (June 3, 2025) – Complete
~~**Loan Program for Water/Sewer Connections**~~	~~A potential strategy to offset the high costs of extending infrastructure in some locations.~~ ***(Remove; No longer a priority)***
Create a Public Art Program	**Description:** An opportunity to beautify the community and reinforce community connection. • Staff working group developed smaller-scale pilot program ideas • Program on hold (due to FY2024/25-2025/26) budget reductions, and other priorities.
Regular Community Cleanup Events	**Description:** An opportunity to beautify the community. Involves City staff facilitating community clean-up events with volunteers.
Develop BMX Pump Track	**Description:** An opportunity for new recreational facilities.
SMALL SCALE PROJECTS	
Alderwood Park Splash Pad	**Description:** Creates an opportunity for water-related play. Availability of funding will be determined after the construction of pickleball courts.
Vacant Land Planning	**Description:** Addressing needs and potential opportunities with City-owned land.
Whitewood Widening Hunter to Clinton Keith	**Description:** Addition of second northbound lane to complete four-lane section; recently requested TUMF funding to offset costs; utilize DIF –Streets for design and construction. **Progress Since February 10, 2025, Workshop:**

	✓ RFP prepared and distributed (February 2025) – Complete ✓ Negotiating Fee with Design Consultant – Complete ✓ City Council awarded a design contract at the City Council meeting (August 19, 2025) – Complete **Anticipated Next Steps through June 30, 2026:** • Approve design agreement (fall 2025) • Commence with civil design and environmental
Roadside Memorial Policy	**Description:** Requested by some residents to create a policy governing roadside memorials.
Replace Kitchen at the Community Center	**Description:** Project consists of renovating the kitchen at the Murrieta Community Center, including bringing issues into compliance, upgrades to commercial appliances, and overall renovations. • Project on hold due to funding and priority.
City Hall HVAC Replacement	✓ Needed to address aging facility. – Complete
Support New Community and Holiday Events	**Description:** Interest in creating new community celebrations and connections.
Greater Activation of Amphitheater	**Description:** Pursue opportunities to expand programming using the City's Amphitheater. City Council ad hoc committee formed. • Ad-Hoc Committee is meeting to review policies and fee schedule.
Revamp PEG Channel	**Description:** Enhance public outreach content.
Equestrian Evacuation Guidelines	**Description:** Establish equestrian evacuation guidelines. **Progress Since February 10, 2025, Workshop:** ✓ Staff conducted an Equestrian Round Table to discuss the current and planned large animal evacuation plans. This meeting was attended by City staff, City Council Members, and members of the public/equestrian community stakeholders (October 7, 2024). – Complete ✓ Continued work to coordinate with Riverside County Emergency. Management Department (EMD) and various public stakeholders for animal evacuations. – Complete ✓ Development of a draft evacuation plan that can be shared with emergency responders. – Complete ✓ Continued work with Genasys Evacuation Software for improved messaging during evacuations. – Complete • This plan is in place and will require regular upkeep and community events, but there will not likely be more plan development. *Policy drafted and meetings with stakeholders to take place.
Hawk Ranch	✓ Meeting with Hawk Ranch regarding new Conditional Use Permit (CUP) requirements. – Complete
~~**Champions for Murrieta**~~	~~Add presentation to Council meetings to recognize individual local community champion selected by a Council Member on a rotating basis.~~ ***(Remove; now an operational item)***

City Council Priorities Tiers 1, 2, and 3 Organized by City Council Goals – Based on Current Prioritization City Council Update

Provide a High Level of Innovative Public Safety	Aggressively Pursue Economic Development	Maintain a High-Performing Organization…	Plan, Program & Create Infrastructure Development	Coordinate & Develop Responsive, Effective Community Services	Foster & Promote an Engaged Connected & Caring Community
TIER 1	**TIER 1**	**TIER 1**	**TIER 1**	**TIER 1**	**TIER 1**
Fire Station 6	Improvements at the MIC	City Hall and Fire Generator Replacement	Amphitheater Parking Lot	Los Alamos Soccer Complex	Sidewalk Vendor Policy (Moved from Tier 3 – Feb 2025)
Fire Station 1 Concrete Replacement	Surplus Lands Act	Public Works Modular Offices	Keller Road Interchange	Library Expansion	Town Hall Meeting/Comm. Summit Re: Changes in Ca. Housing Law - (Moved from Tier 3 – Feb 2025)
Public Safety CFD	Keyhole Overlay Zone (Moved from Tier 3 – Feb 2025)	~~City Hall Roof Replacement – Done~~	Murrieta Hot Springs Road Widening	Pickleball Courts	Ballot Measure - (New in Feb 2025)
Remodel Fire Stations 1,2 & 3 (Moved from Tier 2 – Feb 2025)	**TIER 2**	Development Approval Process Deep Dive – (Moved from Tier 3 – Feb 2025)	ADA Improvements	Equestrian Facility – Eval of Options	**TIER 2**
TIER 2	Madison Specific Plan	**TIER 2**	Murrieta Hot Springs/Alta Murrieta Intersection	Tot Lot Replacement	**TIER 3**
Public Safety Training Facility	Tour de Murrieta (Moved from Tier 3 – Feb 2025)	**TIER 3**	Various Storm Drain Trash Interceptors	Library Flooring and Soundproof Walls	Create a Public Art Program
Fire Station 5 Permanent Structure	**TIER 3**	Civic Center Development	Hillside Ordinance	~~Glen Arbor Dog Park - Done~~	Support Community Events New Holiday Events
PD Building Improvements	Downtown Parking Structure	Replace kitchen at Community Center	General Plan Cleanup	Traffic Signal Synchronization	Greater Activation of Amphitheater
TIER 3	Vacant Land Planning	~~City Hall HVAC Replacement - Done~~	Traffic Pilot Program (New in Feb 2025)	Code Enforcement Revisions	Revamp PEG Channel
Expand PD Facility			Line F Drainage Improvements (Moved from Tier 2 – Feb 2025)	**TIER 2**	
			Line G Drainage Improvements (Moved from Tier 2 – Feb 2025)	Community Pool Redesign	
			Line D Box Culvert Extension (Moved from Tier 2 – Feb 2025)	Vintage Reserve Restroom (Moved from Tier 3 – Feb 2025)	
			TIER 2	**TIER 3**	
			Citywide Drainage Improvement Projects Plan	Murrieta Youth Center Phase 2	
			Open Channel Drainage Maintenance Permit	Develop Pioneer Park	
			Jefferson St. and Magnolia St. Traffic Signal	Murrieta Creek Regional Trail	
			Murrieta Creek Drainage Improvements	Regular Community Cleanup Events	
			Various Traffic Signal Upgrades	Alderwood Park Splash Pad	
			Storm Drain Master Plan	Roadside Memorial Policy	
			Water System Infrastructure Review – (New in Feb 2025)	Develop BMX Pump Track	
			TIER 3	*Equestrian Evac. Guidelines – (Policy drafted, meetings w/stakeholders TBD)	
			Whitewood Widening-Hunter to Clinton Keith Rd		

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT:

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

RECOMMENDATION

Conduct the Public Hearing;

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

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

PRIOR ACTION/VOTE

On August 20, 2024, the City Council took several actions approving the 2024 Addendum, Specific Plan Amendment 2023-00003, Tentative Tract Map 38622 (TTM-2022-2706), and Development Plan 2022-2705 (Vote: 5-0).

On September 3, 2024, the City Council adopted Ordinance No. 607-24 approving and adopting Triangle Specific Plan Amendment No. 2 (Specific Plan Amendment 2023-00003), to Specific Plan No. 276 (Vote: 5-0).

On August 13, 2025, after conducting a public hearing, the Planning Commission voted to recommend that the City Council find that adoption of an ordinance approving the proposed Development Agreement was consistent with the approved 2024 Addendum to the Subsequent Environmental Impact Report certified for the Triangle Specific Plan (State Clearinghouse No. 2008061104), and recommended approval of the proposed Development Agreement (Vote: 3-0-1-1).

Prior to the most recent City actions referenced above, the County of Riverside and City took actions to

approve development on the site in 1990 and 2013, respectively, for development of the property at issue.

CITY COUNCIL GOAL

Aggressively pursue economic development.

DISCUSSION

The development history of the project goes back to 1990, when, prior to the City of Murrieta's (City) incorporation, the County of Riverside approved a specific plan for the property (Specific Plan 276, or SP-276) for the development of the Murrieta Springs Mall. It anticipated a 1.76 million-square-foot retail shopping center. The County entered into Development Agreement (DA) No. 54, vesting the Specific Plan, which remained effective even after the City's incorporation. The City approved amendments to DA No. 54, recording an amendment on February 23, 1994.

The terms of the DA No. 54 continued into 2023, but the agreement has now expired. In 2013, the City approved the first amendment to SP-276, changing the project's name to "The Triangle." The amendment anticipated an outdoor mall instead of an indoor mall, changing development standards accordingly, and changed the amount of retail, office, restaurant, and entertainment square footage to be developed as shown below:

Specific Plan Amendment No. 1 Anticipated Development

Land Use	**Anticipated Building Area (Square Feet)**
Retail	640,914
Office	779,082
Hotel (220 Rooms)	148,000
Entertainment	74,660
Restaurant	125,258
Maximum Area	1,767,914

In 2024, the City approved Specific Plan (SP) Amendment No. 2 to SP-276 and further modified development standards, approved a new tentative map to establish new parcel boundaries over the site, updated the project environmental documents, and approved an updated site plan. The approved site plan builds on the outdoor retail center approach, providing approximately 279,500 square feet of retail development on 36.46 acres to begin development in an initial phase, accounting for approximately 25 buildings with twelve (12) pad buildings located along Murrieta Hot Springs Road. Larger retail buildings are "in-line" towards the rear of the first phase development area and accommodate retailers with larger building footprints. The approved 2024 entitlements are hereinafter referred to as "Project." Approximately 26 acres will remain undeveloped for future phases, and .72 acres are designated for public road purposes. The approved site plan is attached as Attachment 1.

Development Agreement Summary

The City has a strategic interest in creating pathways forward on specific development issues or removing obstacles to facilitate the Project. Rising development costs, a difficult construction financing environment, and the constantly changing nature of retail add risk to the Developer (Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC.) that could further delay development of the Project. Cities use DAs to provide more certainty to developers who are undertaking large projects by reducing developer risk in exchange for benefits

for the general public.

Through a DA, cities can minimize risk for the benefit of project development by using powers and authorities under state law that are only reserved for public agencies in exchange for obtaining public benefits. For the proposed DA, the Developer has requested assistance in addressing specific issues that help reduce Project costs for the items described below:

- Billboard Relocation

The site has two static billboards located on Interstate 15. The Developer requests that these billboards be allowed to be converted into a digital format through a future Relocation Agreement. Advertising revenue would be a Project benefit to the Developer to help offset Project costs. Typically, the City's Zoning Code (Title 16 of the Murrieta Municipal Code) requires removal of billboards rather than allowing them to be relocated and upgraded. Section 5 of the proposed DA addresses this topic. The terms of the Billboard Relocation will be subject to the Relocation Agreement, which will need to be approved by the City Council.

- Off-Site Traffic Improvements

The development of the Project has always required improvement of an off-site intersection located on the north side of Murrieta Hot Springs Road at Sparkman Drive, across from the Project. The intersection improvements would align with the Project's western driveway and will require the acquisition of land from property located at the northwest corner of Murrieta Hot Springs Road and Sparkman Drive for intersection widening. The current intersection is being improved in conjunction with the development of a multi-family project known as the Terraces, but it does not include widening the intersection beyond the existing Sparkman Drive public right-of-way.

Staff notes Sparkman Drive will eventually become Monroe Avenue. The proposed DA would allow the City to assist the Developer with property acquisition if needed, although the Developer must initially attempt acquisition of land needed to widen the intersection through private negotiation. Should the private negotiations fail, the City could seek to acquire the property needed through condemnation proceedings. The Developer would contribute funds to the acquisition activities based on an appraisal approach commonly used for acquiring public rights-of-way. The City would cover the cost of its attorney's fees and the cost of land over the Developer's appraised value of the property to be acquired. This topic is covered in Sections 3.8 and 3.9 of the proposed DA.

- Public Benefits

A number of public benefits are listed in Section 4 of the DA. The benefits are strategic in nature and include: 1) Expanding economic development opportunities and facilitation of job creation in the City by establishing new retail uses on vacant land in a developing area; 2) Assisting the region in achieving jobs/housing balance region-wide by attracting new businesses to the City providing additional job opportunities in a housing rich area, and thereby providing a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment; and 3) Providing for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations. Estimated job increases and revenues to the City are contained in the Fiscal Impact section below. The construction of off-site improvements described above are also a public benefit.

- Miscellaneous Provisions

In addition to the topics described above, the DA includes other sections that are typically found in development agreements addressing term, cancellation, amendments, insurance and indemnification, and defaults and remedies. In order to track the implementation of the DA over time, an annual review process is included in Section 6.1. The proposed DA would have a term of 10 years.

FISCAL IMPACT

The development of the Project will increase the amount of retail development occurring within the City, which is anticipated by and consistent with the General Plan. The demand for City services will increase proportionally with the addition of commercial development.

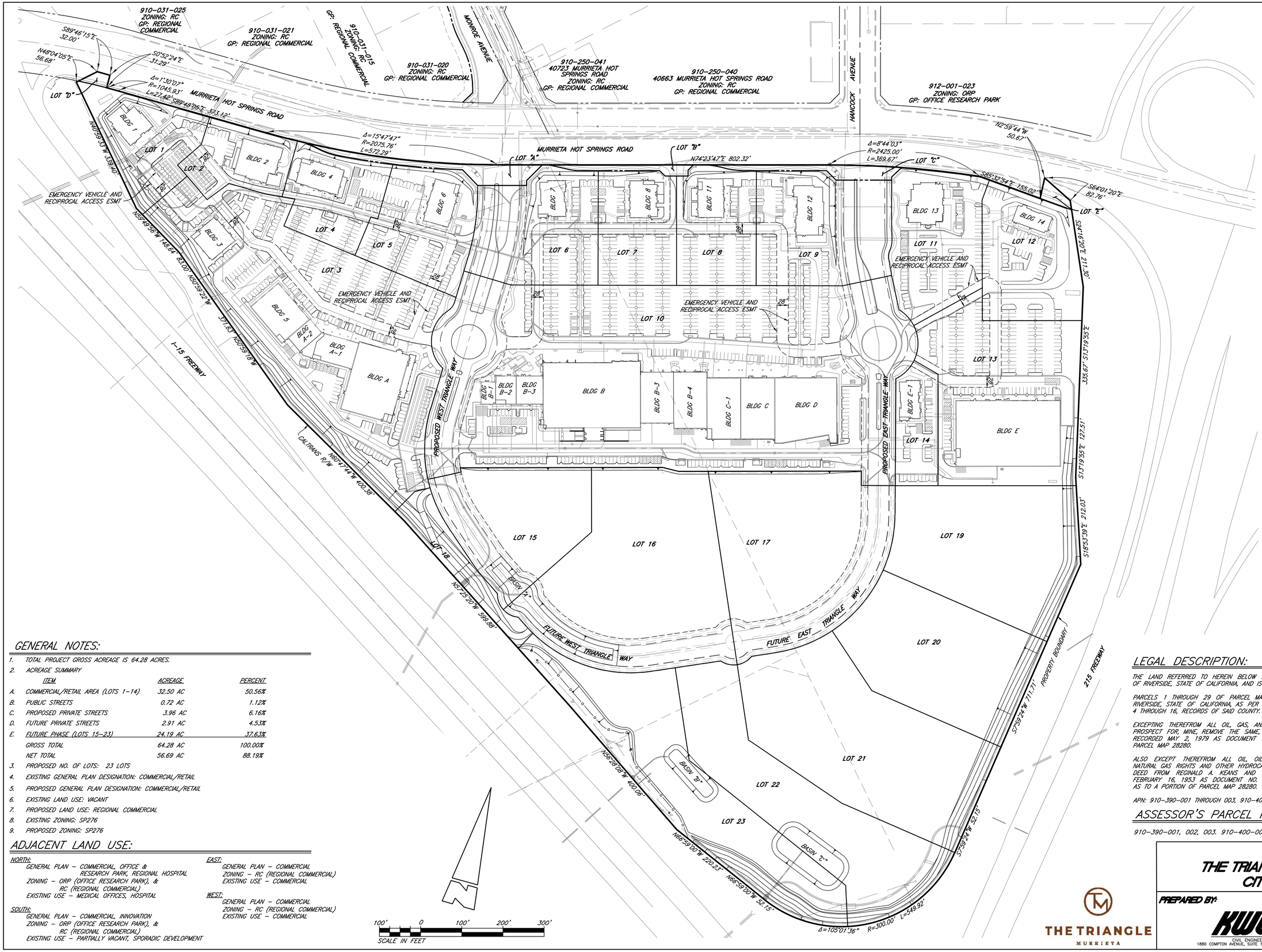
Using established average employment, sales tax standards, and construction costs, development of the Project's initial phase will result in approximately 900 new permanent jobs, over 500 construction jobs, and at least a $210 million increase in improvement value to the property from new buildings and site improvements. Property tax revenue would be roughly $283,000 per year to the City based on a $210 million increase in improvement value. The estimated sales tax revenue at build-out could reach an average of $900,000 per year, depending on tenants and economic factors. Potential revenue sharing through a billboard relocation agreement could result in $500,000 per year to the City, based on recent revenue estimates prepared for other revenue sharing agreements the City is involved in with digital billboard advertising. It is estimated that the City's one-time financial commitment to potential off-site property acquisition would be less than $1 million.

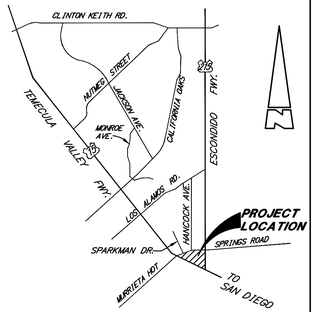
ENVIRONMENTAL

On August 20, 2024, the City Council considered and approved an Addendum (2024 Addendum) to the previously adopted Subsequent Environmental Impact Report pursuant to the California Environmental Quality Act Guidelines (Cal. Code Regs. Title 14) Sections 15162 and 15164 by adopting Resolution No. 24-4779 for The Shops at the Triangle project. The proposed DA is consistent with the 2024 Addendum, as it was a contemplated subsequent activity that was anticipated to be carried out in the 2024 Addendum.

ATTACHMENTS

1. Approved Site Plan
2. Ordinance 623-25
3. Planning Commission Staff Report and Resolution





VICINITY MAP

NOT TO SCALE

OWNER/APPLICANT:

DOMENIGONI-BARTON PROPERTIES, LLC
31755 WINCHESTER ROAD
WINCHESTER, CA 92596
(714) 694-0135
ATTN: ANDY DOMENIGONI

OWNER/APPLICANT:

TRES ESTRELLAS, LLC
618 WEST BASELINE ROAD
CLAREMONT, CA 91711
(909) 445-9135
ATTN: SAUL JAFFE

UTILITY CONTACTS:

WATER: EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

SEWER: EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

GAS: SOUTHERN CALIFORNIA GAS CO.
P.O. BOX 3003
REDLANDS, CA 92373
(800) 427-2200

POWER: SOUTHERN CALIFORNIA EDISON CO.
1351 E. FRANCIS ST
ONTARIO, CA 91761
(909) 930-8591

PHONE: AT&T
1265 N. VAN BUREN ST., #180
ANAHEIM, CA 92807
(714) 666-5423

CABLE: TIME WARNER
558 BIRCH STREET,
LAKE ELSINORE, CA 92530
(888) 892-2253

GENERAL NOTES:

1. TOTAL PROJECT GROSS ACREAGE IS 64.28 ACRES.
2. ACREAGE SUMMARY

	ITEM	ACREAGE	PERCENT
A.	COMMERCIAL/RETAIL AREA (LOTS 1-14)	32.50 AC	50.56%
B.	PUBLIC STREETS	0.72 AC	1.12%
C.	PROPOSED PRIVATE STREETS	3.96 AC	6.16%
D.	FUTURE PRIVATE STREETS	2.91 AC	4.53%
E.	FUTURE PHASE (LOTS 15-23)	24.19 AC	37.63%
	GROSS TOTAL	64.28 AC	100.00%
	NET TOTAL	56.69 AC	88.19%

3. PROPOSED NO. OF LOTS: 23 LOTS
4. EXISTING GENERAL PLAN DESIGNATION: COMMERCIAL/RETAIL
5. PROPOSED GENERAL PLAN DESIGNATION: COMMERCIAL/RETAIL
6. EXISTING LAND USE: VACANT
7. PROPOSED LAND USE: REGIONAL COMMERCIAL
8. EXISTING ZONING: SP276
9. PROPOSED ZONING: SP276

ADJACENT LAND USE:

NORTH:
GENERAL PLAN - COMMERCIAL, OFFICE & RESEARCH PARK, REGIONAL HOSPITAL
ZONING - ORP (OFFICE RESEARCH PARK), & RC (REGIONAL COMMERCIAL)
EXISTING USE - MEDICAL OFFICES, HOSPITAL

SOUTH:
GENERAL PLAN - COMMERCIAL, INNOVATION
ZONING - ORP (OFFICE RESEARCH PARK), & RC (REGIONAL COMMERCIAL)
EXISTING USE - PARTIALLY VACANT, SPORADIC DEVELOPMENT

EAST:
GENERAL PLAN - COMMERCIAL
ZONING - RC (REGIONAL COMMERCIAL)
EXISTING USE - COMMERCIAL

WEST:
GENERAL PLAN - COMMERCIAL
ZONING - RC (REGIONAL COMMERCIAL)
EXISTING USE - COMMERCIAL

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 THROUGH 29 OF PARCEL MAP NO. 28280, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 197 OF PARCEL MAPS, PAGES 4 THROUGH 16, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL SUBSTANCES WITH THE RIGHTS TO PROSPECT FOR, MINE, REMOVE THE SAME, AS RESERVED BY DAN L. STEPHENSON, ET AL., IN DEED RECORDED MAY 2, 1979 AS DOCUMENT NO. 89187, OF OFFICIAL RECORDS, AS TO PORTION OF PARCEL MAP 28280.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, AS RESERVED IN DEED FROM REGINALD A. KEANS AND MARJORIE A. KEANS, HUSBAND AND WIFE, RECORDED FEBRUARY 16, 1953 AS DOCUMENT NO. 7351 IN BOOK 1441 PAGE 526, OF OFFICIAL RECORDS, AS TO A PORTION OF PARCEL MAP 28280.

APN: 910-390-001 THROUGH 003, 910-400-001 THROUGH 018, 910-390-008 THROUGH 022

ASSESSOR'S PARCEL NUMBERS:

910-390-001, 002, 003. 910-400-001 THROUGH 018. 910-390-008 THROUGH 022

THE TRIANGLE
MURRIETA

PLAN TITLE
THE TRIANGLE - DP-2022-2705
CITY OF MURRIETA

PREPARED BY:
KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 CORONA, CA 92881-3370 951-734-2130

SHEET 1 OF 1 SHEET

JOB_#18.1821 R:\18\1821\PRELIM\CIVIL\1821 DP Submittal Title Block and Information.dwg 06/18/2024 14:52

ORDINANCE NO. 623-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA APPROVING DEVELOPMENT AGREEMENT 2024-00004 WITH TRES ESTRELLAS, LLC AND DOMENIGONI BARTON PROPERTIES, LLC FOR THE SHOPS AT THE TRIANGLE PROJECT LOCATED ON APPROXIMATELY 64.3 ACRES LOCATED ON THE SOUTH SIDE OF MURRIETA HOT SPRINGS ROAD BETWEEN INTERSTATE 15 AND INTERSTATE 215

Summary: This ordinance approves an agreement relating to the development of approximately 64-acres known as the Triangle between Interstate 15 and Interstate 215.

WHEREAS, the City Council of the City of Murrieta ("City Council") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to Government Code Sections 65864, et seq., and Murrieta Municipal Code Chapter 16.54 the City is authorized to enter into development agreements providing for the development of land under terms and conditions as set forth therein; and

WHEREAS, on August 20, 2024 the City Council considered and approved an Addendum to a previously certified Subsequent EIR (SEIR), Conducted the First reading of Ordinance No. 607-24 for Specific Plan Amendment No. 2 (SP-2023-00003) to Specific Plan 276 (The Triangle), and approved Tentative Tract Map 38622 (TTM-2022-2706) and Development Plan 2022-2705 for the development of a 279,538 square foot regional commercial center on approximately 36.5 acres of a 64.3 acre site referred to as the "Shops at the Triangle", and subsequently conducted a Second Reading of Ordinance No. 607-24 on September 3, 2024 (Project); and

WHEREAS, in order to provide a greater degree of certainty regarding the orderly, timely, and economic development of Specific Plan No. 276 (also known as the Triangle Specific Plan), and to secure various public benefits for the community, the City has determined it is in the public interest to enter into a development agreement pursuant to the State of California's Development Agreement Statute (California Government Code Sections 65864–65869.5), and has prepared Development Agreement DA-2024-00004 ("Development Agreement") with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC (collectively, the "Applicant") in connection with the Project, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the term of the Development Agreement will commence upon the Effective Date and will continue for a term of ten (10 years); and

WHEREAS the Project site is generally located on the south side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215; and

WHEREAS, a public hearing was duly noticed for the Planning Commission meeting of August 13, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 1, 2025, publishing the notice in the Press Enterprise newspaper on August 1, 2025; and

WHEREAS, on August 13, 2025, the Planning Commission of the City of Murrieta held a duly noticed public hearing on the Development Agreement and considered all written and oral reports of staff, public testimony on the matter, and written and oral testimony provided by the Applicant and such other matters as are reflected in the record of this matter; and

WHEREAS, the Planning Commission used its independent judgment and considered all the reports, recommendations, and testimony set forth above; and

WHEREAS, on August 13, 2025 the Planning Commission recommended that the City Council determine that the approval of the Development Agreement is a subsequent action contemplated as part of the Project consistent with the Addendum approved for the Project in 2024; and voted (4-0-0) to recommend approval of the Development Agreement to the City Council; and

WHEREAS, a public hearing on the matter was duly noticed as provided in Murrieta Development Code section 16.78.050 for the City Council meeting of September 2, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 22, 2025, publishing the notice in the Press Enterprise newspaper on August 22, 2025; and

WHEREAS, the City Council held a duly-noticed public hearing on September 2, 2025, at which time, the City Council considered the Planning Commission recommendations, staff report and public comments, both oral and written.

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

SECTION 1. The above recitals are true and correct and hereby incorporated by this reference.

SECTION 2. The City Council hereby makes the following findings regarding Development Agreement DA-2024-00004 in accordance with Chapter 16.54 of the Murrieta Municipal Code, and based upon the facts and statements of public and city staff, and information of record provided at the public hearing in this matter:

A. The Development Agreement is consistent with the applicable existing land use regulations including without limitations the City's General Plan, the City's Municipal Code and the Triangle Specific Plan.

FACTS: The proposed Development Agreement will facilitate the development of the Project which is a major land use initiative within the City's General Plan. The Project, and by association the proposed Development Agreement, implements the following General Plan policies:

- General Plan Goal LU-1 -"A complimentary balance of land uses throughout the community that meets the needs of existing residents and businesses as well as anticipated growth, and achieves the community's vision."
- Policy LU-1.2, Ensure future development provides for a variety of commercial, industry, and housing that serve the spectrum of incomes within the region.
- Policy LU-1.3, Establish a range of residential density and non-residential intensities to encourage a wide range of development opportunities.
- Policy LU-1.5, Encourage a wide variety of retail and commercial services, such as restaurants, and cultural arts/entertainment, in appropriate locations. Goal LU-7 "Economically viable, vital, and attractive commercial centers throughout the City that serve the needs of the community."
- Policy LU-7.1, Work with property owners of vacant commercially zoned property to develop their sites into appropriate, economically viable projects.
- Policy LU7.5, Provide convenient freeway access for regionally-serving commercial centers to attract a regional customer base.
- Policy LU-7.6, Focus commercial retail centers adjacent to major transportation corridors
- Policy LU-7.8, Encourage consolidation of parking and reciprocal access agreements between adjacent business and commercial center property owners.
- Policy LU-7.9, Encourage opportunities for complementary retail and service uses to serve local residents and the daytime employment population.
- Policy LU-7.10, Encourage a range of retail uses that serve local residents in the region. Goal LU-8 –"A community that provides opportunities for mixed use and/or transit-oriented development." 4
- Policy LU-8.1, Encourage integrated development that incorporates a mix of uses (residential, commercial, office) in mixed use or transit-oriented development areas.
- Policy LU-8.6, Encourage higher density residential, commercial, and employment development near a future Metrolink or High Speed Rail Station, along other major public transportation routes, and at other suitable locations. Goal LU-12 –"A focused development and economic development strategy that emphasizes specialized land use policies within identified Focus Areas."
- Policy LU-12.1, Provide for the highest level of retail and job-creating uses in areas adjacent to the I-15 and I-215 freeways. This includes the North Murrieta Business Corridor, Golden Triangle North (Central Murrieta), and South Murrieta Business Corridor Focus Areas. Goal ED-1- "A highly visible and attractive commercial mixed-use regional hub located at the confluence of the I-15 and I-215 freeways in central Murrieta" and policies ED-1.1 & ED-1.3. The project provides the opportunity for a variety of commercial uses including retail, food/restaurant, and service uses which is conveniently located near two major freeways that will serve the region and the local residents. The planned additional services, employment opportunities, and potential fiscal revenue

sources are intended to bring further balance to the existing and planned future residential uses in the city. The Specific Plan allows for a higher intensity of development and the Development Plan represents a phase within the specific plan with additional vacant land remaining for future development. Other specific goals and policies the Project is consistent with are: General Plan Goal CIR1. “A circulation system that serves the internal circulation needs of the City, while also addressing the inter-community or through travel needs and corresponding policies” (Policy CIR-1.1, CIR-1.2, CIR-1.3, CIR-1.10), Goal CIR-6 “Alternative travel modes and facilities are available to serve residents and employers/employees and reduce vehicle miles traveled”. (Policy CIR-6.8, CIR-6.9, and CIR-6.13).

The Project meets Infrastructure Element Goal INF-1, “New development and redevelopment is coordinated with the provision of adequate infrastructure for water, sewer, storm water, and energy.” and corresponding policies INF-1.1, INF-1.4, and INF1.21. The project will construct facilities both on- and off-site to support the area and help protect off-site areas from inundation. These facilities will be constructed by the Developer and then dedicated to the appropriate public agency for ownership.

Furthermore, the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the area in which the Property is located; is in conformity with and will promote public convenience, general welfare and good land use practice; will not be detrimental to the public health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property values in the immediate neighborhood and general surrounding area; and will promote and encourage the development of the Property by providing a greater degree of certainty by providing a 10-year timeframe for the Applicant to develop the Project.

B.. The Development Agreement will be in the best interests of the City.

FACTS: The Project accomplishes the City’s goals and policies set forth in the General Plan by achieving the following objectives:

- Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.
- Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.
- Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing-rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

- Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.
- Implement the type and amount of retail uses at the Property that are viable based on market demand.
- Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements
- Provide for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.
- Construction of public improvements that would have otherwise been carried out by the City through its Capital Improvement Program and/or Development Impact Fee program.

SECTION 3. Approval.

As summarized in the finding above, the City Council finds that the provisions of the Development Agreement attached hereto as Exhibit A are consistent with the General Plan and the zoning code, and comply with the requirements of development agreement law and the Murrieta Development Code, and that the Development Agreement (A) will be in the best interest of the City and (B) will be consistent with the objectives, policies, general land uses, and programs of the General Plan and the applicable Specific Plan and Murrieta Development Code and hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement with the Applicant attached as Exhibit A.

SECTION 4. Further Actions Authorized.

The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the Development Agreement.

SECTION 5. Recordation.

Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said DA with the County Recorder within 10 days after the Mayor's signing of the DA.

SECTION 6. Periodic Review.

A periodic review will be conducted to monitor the implementation of the Development Agreement and to ensure that the provisions of the Development Agreement are consistent with the General Plan and Murrieta Municipal Code.

SECTION 7. CEQA

The City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq*.) ("CEQA") requirements with respect to the approval of

this Development Agreement and of the Project, through the City Council's prior determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, such that no further CEQA review is required.

SECTION 8. Notice of Adoption.

This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

SECTION 9. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED AND ADOPTED this 2nd day of September 2025.

_____

Cindy Warren, Mayor

ATTEST:

_____

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)§

CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 623-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 2nd day of September, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 623-25 was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____ , 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

_____

Cristal McDonald, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Murrieta
One Town Square
Murrieta, CA 92562

Attention: City Clerk

APNs: 910-390-001, 002, 003, 910-400-001 THROUGH 018

910-290-008 THROUGH 022

(Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

DEVELOPMENT AGREEMENT
(Triangle)

between

CITY OF MURRIETA,
a California general law city and municipal corporation

and

DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company

and

TRES ESTRELLAS, LLC,
a California limited liability company

Reference dated as of _____, 2025

TABLE OF CONTENTS

Page

RECITALS 1

1. DEFINITIONS AND EXHIBITS 2
   - 1.1 Definitions 2
   - 1.2 Exhibits 6

2. GENERAL PROVISIONS 7
   - 2.1 Binding Effect of Agreement 7
   - 2.2 Term 7
   - 2.3 Assignment and Transfer 7
   - 2.4 Voluntary Amendment or Cancellation of Agreement 7
   - 2.5 Termination 7
   - 2.6 Representations and Warranties 8
   - 2.7 Notices 9

3. DEVELOPMENT OF THE PROPERTY 10
   - 3.1 Vested Right to Develop 10
   - 3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals 10
   - 3.3 Timing of Development; Public Improvements Phasing 10
   - 3.4 Changes and Amendments to Existing or Subsequent Development Approvals 11
   - 3.5 Reservations of Authority 11
   - 3.6 Subsequent Development Approvals 12
   - 3.7 Modification or Suspension by State or Federal Law 13
   - 3.8 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes 13
   - 3.9 Costs for Specific Public Right of Way Acquisition 13
   - 3.10 Future Use of EIR 14
   - 3.11 City Acceptance of Project Offsite Public Improvements 14
   - 3.12 Third Party Permits and Approvals and Utilities 15

4. PUBLIC BENEFITS 16
   - 4.1 Project Objectives 16
   - 4.2 Credit/Reimbursement for Offsite Improvements 16
   - 4.3 Offsite Improvements 16

5. BILLBOARD RELOCATION 16

6. REVIEW FOR COMPLIANCE 16
   - 6.1 Periodic Review 17
   - 6.2 Procedure 17
   - 6.3 No Waiver 17
   - 6.4 Proceedings for Modification or Termination 17
   - 6.5 Hearing on Modification or Termination 18

Page

6.6 Certificate of Agreement Compliance 18
6.7 No Cross-Defaults 18

7. INTENTIONALLY OMITTED 18

8. DEFAULT AND REMEDIES 18
8.1 Remedies in General 18
8.2 Specific Performance 19
8.3 Release 19
8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default 19
8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default 20
8.6 Informal Resolution 20

9. THIRD PARTY LITIGATION 20
9.1 Defense of Third Party Litigation 20
9.2 Extension of Term 20

10. MORTGAGEES 21
10.1 Mortgagee Protection 21

11. INSURANCE; INDEMNIFICATION 21
11.1 Insurance 21
11.2 Indemnification 23

12. MISCELLANEOUS PROVISIONS 24
12.1 Recordation of Agreement 24
12.2 Entire Agreement 24
12.3 Estoppel Certificates 24
12.4 Severability 24
12.5 Interpretation and Governing Law 24
12.6 Section Headings 25
12.7 Singular and Plural 25
12.8 Including 25
12.9 Time of Essence 25
12.10 Calendar Periods 25
12.11 Waiver 25
12.12 No Third Party Beneficiaries 25
12.13 Permitted Delays 25
12.14 Successors in Interest 25
12.15 Counterparts 25
12.16 Jurisdiction and Venue 25
12.17 Project as a Private Undertaking 26
12.18 Further Actions and Instruments 26
12.19 Eminent Domain 26

Page

12.20 Attorneys' Fees 26
12.21 Authority to Execute 26

DEVELOPMENT AGREEMENT

(Triangle)

This Development Agreement ("Agreement") is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation ("City"); and DOMENIGONI BARTON PROPERTIES, LLC, a Delaware limited liability company, and TRES ESTRELLAS, LLC, a California limited liability company (collectively, "Developer"). This Agreement is dated as of _____, 2025 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. On October 30, 1990, the County of Riverside adopted Specific Plan 276, for the Murrieta Springs Mall, consisting of 1.76 million square feet including uses such as offices, restaurants, entertainment, and hotel uses in an indoor retail mall format. The County's specific plan approval included certification of Environmental Impact Report 358.

B. On October 15, 2013 the City Council approved Ordinance No. 481-13, amending and restating Specific Plan 276, enacting the "Triangle Specific Plan" (effective date November 15, 2013), including the adoption of a resolution certifying a Subsequent Environmental Impact Report (SEIR – SCH No. 2008061104)) (the "SEIR") and adopting a Statement of Overriding Considerations, Findings and Facts of Findings, and the Mitigation, Monitoring, and Reporting Program ("MMRP") for the Triangle Specific Plan.

C. On August 20, 2024 the City Council adopted a Resolution of the City Council of the City of Murrieta Approving the Environmental Determination, Development Plan 2022-2705 and Tentative Tract Map 2022-2706 (TTM 38622) for The Shops at the Triangle, a 64.3-Acre Site to be developed with a 279,538 square foot regional shopping center on approximately 36.5 acres and to subdivide the 64.3-acre site into 23 parcels and Related Improvements for Circulation, Infrastructure, and Landscaping Located southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through-018, 910-390-020 through 910-390-022, 910-400-001 through -018) within the Commercial (C) Zone of the Triangle Specific Plan Area; subject to certain specified Conditions of Approval.

D. On August 20, 2024 the City Council approved Ordinance No. 607-24, approving and adopting Specific Plan Amendment No. 2 (Specific Plan 276 Amendment No. 2 – formerly named Murrieta Springs Mall) for property located on 64.3 acres southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through -018, 910-390-020 through 910-390-022, 910-400-001 through -018) (Planning Case No. SP-2023-00003); subject to the Conditions of Approval specified therein.

E. City is authorized under Government Code Section 65864, *et seq*. ("Development Agreement Law") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of that property.

F. Developer owns or has an equitable interest in real property currently consisting of the approximately sixty-four and three tenths (64.3) gross acres of land ("Property") legally described on the attached Exhibit A and depicted on the attached Exhibit B ("Site Plan").

G. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. The City Planning Commission ("Planning Commission") and the City Council ("City Council") have conducted public hearings and have found that this Agreement is consistent with City's General Plan ("General Plan"), including the General Plan Land Use Element.

On _____, 2025, the Planning Commission adopted Resolution No. ____- recommending that the City Council approve an ordinance approving this Agreement.

H. On _____, 2025, the City Council adopted Ordinance No. ____- ("Enacting Ordinance"), which approved this Agreement.

I. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City's citizens and the health, safety and welfare of the public.

J. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of this Agreement and of the Project, through the City Council's determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, and that no further CEQA review is required.

K. Developer proposes to subdivide and develop the Property in accordance with the Existing Development Approvals on 63.5 net acres ("Project") and has obtained City's approval of the following Development Approvals: Specific Plan Amendment 2023-0003, Tentative Tract Map 38622 (TTM-2022-2706), Development Plan 2022-2705, and an Addendum to the previously adopted SEIR (the "SEIR Addendum").

L. All of City's prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

M. The development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

"Agreement" means this Development Agreement and all attachments and exhibits thereto.

"Annual Monitoring Report" has the meaning ascribed to the term in Section 6.1.

"Billboards" shall mean the two (2) double-sided billboards/outdoor advertising signs existing on the property on the Effective Date of this Agreement.

"CEQA" has the meaning ascribed to the term in Recital J.

"Certificate of Agreement Compliance" or "Certificate" has the meaning ascribed to the term in Section 6.6.

"Certificate of Occupancy" means a document issued by City's Building Department, certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

"City" means the City of Murrieta, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

"City Council" means the City Council of the City of Murrieta.

"Construct and Dedicate" means the obligation to acquire all necessary real property interests required for, to construct in accordance with City-approved plans and specifications, and to thereafter dedicate to City in accordance with City's standards, practices and requirements for the dedication of public improvements, the applicable public improvement to which the term "Construct and Dedicate" is made applicable by this Agreement, all at no cost or expense to City except as provided in Section 4.3. Developer's obligation to Construct and Dedicate will be fulfilled only upon City's inspection and acceptance of the dedicated improvements into City's system of public improvements.

"Developer" means, collectively, Domenigoni Barton Properties, LLC, a Delaware limited liability company, and Tres Estrellas, LLC, a California limited liability company, and their permitted successors and assigns.

"Development" means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. "Development" does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

"Development Agreement Law" has the meaning ascribed to the term in Recital A.

"Development Approvals" mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

"Development Exactions" mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

"Development Impact Fee" means a monetary payment authorized by Government Code Section 66001, *et seq.*, whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

"Development Plan" means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

"Director" means the Director of Development Services.

"Effective Date" means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

"EIR" has the meaning ascribed to the term in Recital B and shall include the EIR as modified by the SEIR and the SEIR Addendum.("Enacting Ordinance" has the meaning ascribed to the term in Recital H.)

"Existing Development Approvals" mean all Development Approvals approved or issued by City prior to or the same day as the second reading and adoption of the Enacting Ordinance, including the Development Approvals described in Recital K. "Existing Development Approvals" do not include the EIR.

"Existing Land Use Regulations" mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance.

"General Plan" has the meaning ascribed to the term in Recital C.

"Land Use Regulations" mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; development impact fees; design, improvement and construction standards applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. "Land Use Regulations" do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

"Lot" means any legally subdivided lot of the Property which is intended for commercial uses, including any future parcel maps, lot mergers, and lot line adjustments.

"Minor Amendment" has the meaning ascribed to the term in Section 3.4.A.

"Mitigation Monitoring and Reporting Program" or "MMRP" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. 24-4779 on August 20, 2024 in conjunction with the City Council's approval of the Addendum to the Subsequent Environmental Impact Report.

"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

"Notice" has the meaning ascribed to the term in Section 2.7.a.

"Parties" mean City and Developer, collectively.

"Party" means either City or Developer, individually.

"Permitted Delay" means delays in a Party's performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Existing Development Approvals; or, other circumstances beyond a Party's reasonable control and which substantially interfere with either Party's ability to perform its obligations under this Agreement. "Permitted Delays" do not include delays attributable to Developer's inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

The period of a "Permitted Delay" will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

"Person" means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

"Planning Commission" means the Planning Commission of the City of Murrieta.

"Project" means the Development of the Property in accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

"Property" means the real property described on Exhibit A and depicted on Exhibit B.

"Reservations of Authority" mean the rights reserved to City under Section 3.5.

"Site Plan" has the meaning ascribed to the term in Recital F.

"Subsequent Development Approvals" mean all Development Approvals approved by City subsequent to the Effective Date.

"Subsequent Land Use Regulations" mean all Land Use Regulations adopted and effective after the Effective Date.

"Term" has the meaning ascribed to the term in Section 2.2.

"Transfer" has the meaning ascribed to the term in Section 2.3.

"Transferee" has the meaning ascribed to the term in Section 2.3.

"Transferor" has the meaning ascribed to the term in Section 2.3.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Section 1.1, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Site Plan
Exhibit C	Planning, Public Works, and Engineering Conditions of Approval

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term ("Term") of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accord with Section 9.2.

2.3 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, "Transfer") the Property in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any Person at any time; provided that any Transfer shall be subject to City's reasonable review and approval, including a review of any unmet conditions of development, which approval shall not be unreasonably withheld. City's City Manager's approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City's City Manager describing the proposed Transfer and the Transferee. If City fails to provide Notice within the thirty (30) day period, then City's approval will be deemed to be irrevocably given and the Transferor and the Transferee may rely on City's deemed approval. As used in this Agreement, the term "Transferor" means the Person (including Developer) making the Transfer and the term "Transferee" means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.3.

2.4 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.4 does not limit the operation of Government Code Section 65869.5.

2.5 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

a. The expiration of the Term.

b. The entry of a final judgment setting aside, voiding or annulling the City Council's adoption of the Enacting Ordinance.

c. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

d. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy for the Property and the acceptance of all required public dedications.

e. Upon a Party's election to terminate this Agreement under Section 8.4 and Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.6 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Each tenant in common of the Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Delaware and the State of California, as applicable, and is authorized to do business in the State of California. The execution and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

ii. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

iii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iv. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

v. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

2.7 Notices.

a. As used in this Agreement, the term "Notice" means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

If to City:

City of Murrieta
One Town Square
Murrieta, CA 92562
Attn: City Manager

with a copy to:

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Tiffany J. Israel

If to Developer:

Domenigoni Barton Properties, LLC
31851 Winchester Road

Winchester, CA 92596
Attn: Andy Domenigoni, Manager

with a copy to:

Tres Estrellas, LLC
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

with a copy to:

Claremont Law Group, Inc.
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the project, in the order, at the

rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the EIR, the MMRP, and this Agreement.

3.4 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accord with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the Director in the case of minor changes, as authorized in Specific Plan Amendment No. 2.

ii. By the City Council in the case of any other changes not subject to paragraph (1), above.

iii. The City Manager and City Attorney will determine whether a proposed change is subject to approval by the Director or the City Council, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

a. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

i. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

ii. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

iii. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all

purposes pursuant to this Agreement generally, and this paragraph (iii) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (ii) regulate the timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

iv. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

v. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

3.6 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of competing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person

meeting with the relevant City departments and personnel to resolve open items, subject to City's availability.

3.7 Modification or Suspension by State or Federal Law. If a State or Federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting State or Federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting State or Federal law. Upon the repeal of the conflicting State or Federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.7 will terminate.

3.8 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). All costs of acquisition shall be the responsibility of Developer except as provided in Section 3.9. This Section 3.8 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If Developer is unable to acquire such Offsite Property, and following the written request from Developer to City, City agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If City is unable to acquire the Offsite Property by negotiation, the City Council will consider whether to initiate proceedings to utilize its power of eminent domain to acquire that Offsite Property consistent with all applicable laws, subject to the conditions set forth in this Section 3.8. The decision to utilize the City's power of eminent domain shall be in the sole and absolute discretion of the City.

a. Owner's Option to Terminate Proceedings. If the City elects to utilize its power of eminent domain, City shall provide written notice to Developer no later than fifteen (15) days prior to the date of the hearing on City's intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings.

If Developer does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed. If the City Council elects to adopt a resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Costs for Specific Public Right of Way Acquisition. This Section 3.9 assigns responsibility for the costs of right of way acquisition for improvements at the intersection of Sparkman Drive and Murrieta Hot Springs Road to satisfy (a) project design features, and (b) mitigation requirements set forth in the EIR, or both, if the City Council elects to undertake the acquisition. If a third party acquires the right of way or the Project is redesigned to no longer require right of way acquisition this Section shall be of no further force or effect.

Developer and the City agree that the Developer shall only be responsible for the agricultural value for the Offsite Property to be acquired (the "Developer Contribution") for dedication to the City once the roadway improvements have been constructed. The Developer Contribution will be determined by Developer and the City each updating their appraisals once this Agreement is effective. The Developer acknowledges that it shall be responsible for both the acquisition of a fee interest and for certain temporary construction easements which are needed to complete the required improvements.

Should the City Council commence an eminent domain process to acquire land from a third party ("Property Owner") as is contemplated in this Section, the City agrees to fund a portion of the fair market value of the interests needed ("Acquisition Properties") as follows: the City will pay the difference between the Developer Contribution and the amount determined by negotiation with the Property Owner or such other amount as is determined through an eminent domain proceeding, if negotiations with the Property Owner are unsuccessful.

Developer shall deposit the Developer Contribution with the City within ten (10) days of a written request from the City. The Developer Contribution will be held in trust by City in a "Deposit Account" and shall not earn interest payable to Developer. City may withdraw from the Deposit Account as needed to pay any documented costs associated with the acquisition of the right of way.

3.10 Future Use of EIR. The Parties understand that the EIR is intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the EIR in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.11 City Acceptance of Project Offsite Public Improvements. City agrees and acknowledges that City's timely acceptance of the Project Offsite Public Improvements upon their completion is crucial for the release of Developer's bonds for the improvements. After the completion of the Project Offsite Public Improvements by Developer to City's satisfaction, City shall accept the Project Offsite Public Improvements within thirty (30) days of receiving a written request from Developer for City to accept the Project Offsite Public Improvements, which will allow City to reduce the construction bonds to warranty bonds.

3.12 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and

approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer's request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City's entire direct and indirect cost of the same.

4. PUBLIC BENEFITS.

4.1 Project Objectives. The Project accomplishes the City's goals and policies set forth in the General Plan by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.

c. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

d. Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.

e. Implement the type and amount of retail uses at the Property that are viable based on market demand.

f. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

g. Provide for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.

4.2 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement

for any Project improvements that exceed Developer's Development Impact Fee obligation before commencement of construction of any improvements for which Developer desires a development impact fee credit or reimbursement.

4.3 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit C ("Project Offsite Public Improvements"), as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

5. BILLBOARD RELOCATION.

The California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 et seq.), and specifically Sections 5412 and 5443.5, empowers cities and sign owners to enter into billboard relocation agreements on whatever terms are agreeable to such parties. The Property includes two existing double sided static Billboards. Developer may apply for a billboard relocation agreement pursuant to Title 16 of the Murrieta Municipal Code ("Relocation Agreement") which, if approved, will memorialize the terms and conditions upon which Developer may provide for the (a) relocation and/or reconstruction of the Billboards within the Property, and/or (b) construction of new outdoor billboard/outdoor advertising sign(s) upon the Property in accordance with the Relocation Agreement.

Developer shall maintain, repair, and improve the existing Billboards and any newly approved or reconstructed billboards in accordance with the standards of the outdoor advertising industry and the requirements set forth in the approved Relocation Agreement. Any new billboards may be at the maximum dimensions or standards allowable under state law. Any violation of the Relocation Agreement shall be considered a default under this Agreement.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. The Director will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1 and Murrieta Municipal Code Section 16.54.100. The purpose of the review will be to ascertain Developer's good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report ("Annual Monitoring Report"), in a form prepared and approved by the City Manager within thirty (30) days after the City Manager's written request. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer's compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City's sole expense.

6.2 Procedure.

a. During either a periodic review or a special review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager's conclusions concerning Developer's good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting Transferee. Parties agree that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or

ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or

iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

i. Money damages are unavailable against the Parties.

ii. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but

can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including but not limited to challenges of the environmental review of the Project and this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of Developer's selection, reasonably acceptable to City), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

10. MORTGAGEES.

10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's

representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

11. INSURANCE; INDEMNIFICATION.

11.1 Insurance.

a. Types of Insurance.

i. Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Two Million Dollars ($2,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iii. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

iv. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance

companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

v. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30 days) after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

11.2 Indemnification.

a. General. Each Party shall indemnify the other Party and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by

any person, firm, or entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment.

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including by not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the other Party, its agents and employees.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation of it will be recorded with the Riverside County Recorder by the City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within thirty (30) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.11 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 9, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused a Permitted Delay.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' permitted successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

a. Is for the benefit of and is a burden upon all portions of the Property.

b. Runs with the Property and all portions.

c. Is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement may be executed in counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

[*Signature pages follow*]

SIGNATURE PAGE

TO

TRIANGLE DEVELOPMENT AGREEMENT

"CITY"

CITY OF MURRIETA,
a California general law city and municipal corporation

By: _____
Its: _____
Name: _____

SIGNATURE PAGE

TO

TRIANGLE DEVELOPMENT AGREEMENT

"DEVELOPER"

DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Its: Co. Manager
Name: Andy Domenigoni

TRES ESTRELLAS, LLC,
a California limited liability company

By: _____
Its: MANAGER
Name: SAUL SAFFE

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On August 26th, 2025, before me, Zachary Brown, a Notary Public, personally appeared Saul Jaffe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ZACHARY BROWN
Notary Public - California
Los Angeles County
Commission # 2518420
My Comm. Expires Apr 26, 2029

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On August 28th, 2025, before me, Richard Lewis Wimer, a Notary Public, personally appeared Andy Domenigoni, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature Richard Lewis Wimer (Seal)

NRO1 RICHARD LEWIS WIMER COMM. #2433555 Notary Public - California Riverside County My Comm. Expires Jan. 8, 2027 NRO1

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

TO

TRIANGLE DEVELOPMENT AGREEMENT

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 THROUGH 29 OF PARCEL MAP NO. 28280, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 197, PAGES 4 THROUGH 16, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL SUBSTANCES WITH THE RIGHTS TO PROSPECT FOR, MINE, REMOVE THE SAME, AS RESERVED BY DAN L. STEPHENSON, ET AL., IN DEED RECORDED MAY 2, 1979 AS INSTRUMENT NO. 89187, OF OFFICIAL RECORDS, AS TO PORTION OF PARCEL MAP 28280.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, AS RESERVED IN DEED FROM REGINALD A. KEANS AND MARJORIE A. KEANS, HUSBAND AND WIFE, RECORDED FEBRUARY 16, 1953 AS INSTRUMENT NO. 7351, IN BOOK 1441 PAGE 526, OF OFFICIAL RECORDS, AS TO A PORTION OF PARCEL MAP 28280.

APN 910-390-001, APN 910-390-002, APN 910-390-003, APN 910-390-008 THROUGH APN 910-390-018, APN 910-390-020, APN 910-390-021, APN 910-390-022, APN 910-400-001 THROUGH APN 910-400-018

EXHIBIT B

TO

TRIANGLE DEVELOPMENT AGREEMENT

Site Plan

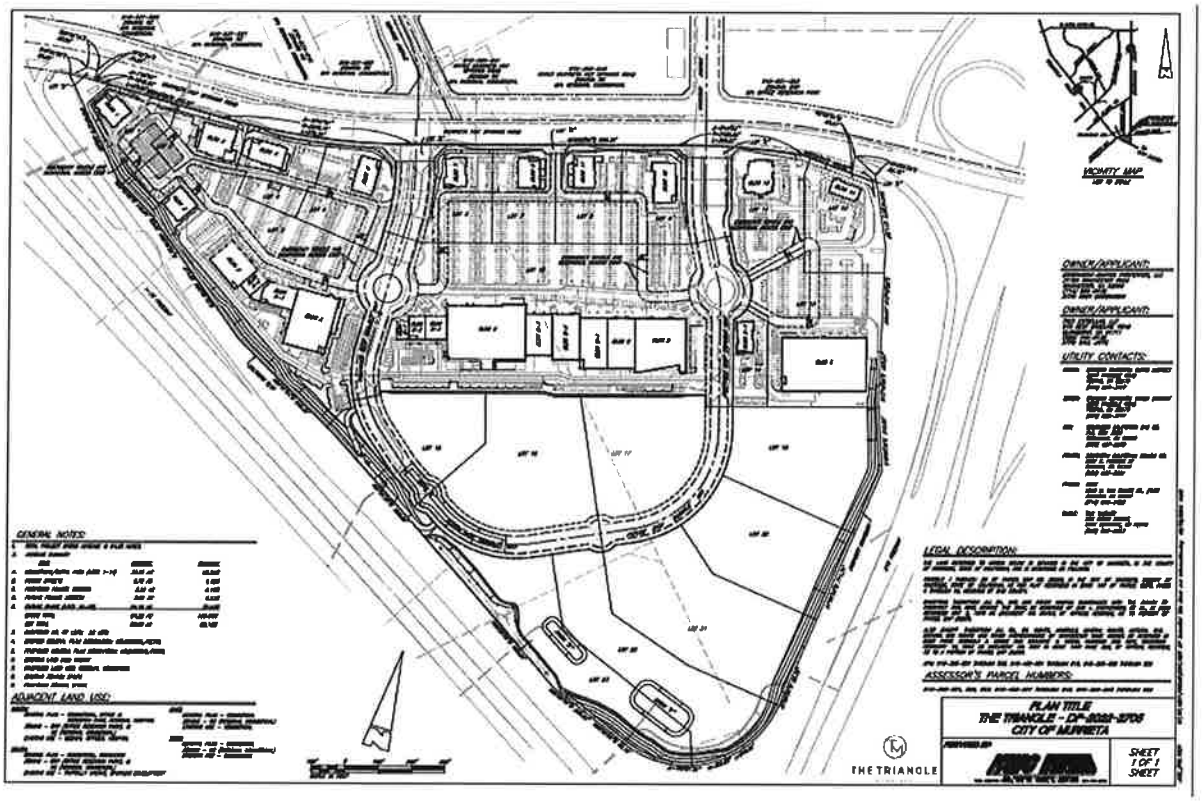


EXHIBIT C

TO

TRIANGLE DEVELOPMENT AGREEMENT

Conditions of Approval

CONDITIONS OF APPROVAL
FOR
DEVELOPMENT PLAN 2022-2705 (EPL # 2023-00017)
AUGUST 20, 2024

GENERAL:

The project approval represents the initial construction of SP 276 (The Triangle). DP-2022-2705 consists of the construction of a 268,438 square foot regional shopping center with approximately 11,100 s.f. of outdoor dining area (total = 279,538 square foot) within 18 buildings, 1675 parking spaces, on 36.46 net acres of an overall total project site of 64.28 acres. ("Project"). All construction plans and use shall be in substantial conformance with the approved site plans, floor plans, elevations, material and color board, landscaping plans. This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval of Development Plan 2022-2705. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.

3. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a $50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.

4. This approval shall be implemented within four (4) years of approval date, August 20, 2024, otherwise it shall become null and void and of no effect whatsoever in accordance with SP 276 (The Triangle) and Development Code Section 16.52.060.B and 16.80.50.

5. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.1-Development Plans.

6. This implementing Development Plan is within Planning Area(s) 1,2, and 3.
This implementing project consists of 36.46 acres.
This implementing project consists of:

195,997	square feet of retail/service,
1,194	square feet of office
82,347 +11,100 (outdoor)	square feet of restaurant
0	square feet of hospitality (# of rooms)
279,538 square feet + 11,100 outdoor dining	

7. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision-making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.

8. The development of the premises shall comply with the standards of the City's Development Code, The Triangle Specific Plan, and all other applicable State and Federal Codes.

9. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the conditions of approval, interpretations of the conditions of approval relative to intent, necessity of, and timing, may be approved by the Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code.

10. The Permittee/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.

12. The Permittee/Owner shall comply with all applicable provisions of federal, state and local ordinances in effect at the time of building permit issuance.

13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.

14. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

    For each permit request, the applicant shall submit a Mitigation Monitoring Reporting Program Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

15. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.

16. The project site shall be the point-of-sale for the purpose of collecting any sales tax on goods that are sold, delivered or rented on the site.

Parking, Loading, and Lighting

17. Parking for this project was determined on the basis of the parking standards contained in the Triangle Specific Plan, which requires a minimum of 1675 parking spaces in accordance with the approved site plan showing 279,538 square feet of retail, restaurant/food, outdoor dining, and office uses. The number of parking spaces required are established based on the uses and building square footage identified on Sheet A-00.1-Parking Data. The project shall provide 1675 parking spaces as identified on the site plan. Any changes to the number of parking spaces shall be based on the city minimum requirement and is subject to review in accordance with SP 276, Section 4.5.3.

18. All parking shall be designed and improved pursuant to parking standards contained in the Triangle Specific Plan, and when not clearly addressed Chapter 16.34 of the Murrieta Development Code, and shall be in conformance with the approved site plan.

19. There shall be no parking of semi-truck with trailers, unless associated with a service provided to the site. This condition does not apply to vehicles parked overnight in the loading areas.

20. A minimum of 84 bicycle rack/spaces (1675 x 5%) shall be provided in compliance with the Triangle Specific Plan. 120 bicycle spaces are shown on the approved preliminary site plan. A reduced number of bicycle racks/spaces (from the 120 spaces shown) may be provided as long as the 5% is maintained and the bicycle rack/spaces are

conveniently spaced throughout the center consistent with the spacing shown on the preliminary site plans.

Bicycle spaces for employees shall be secure, enclosed spaces that are located in a key-accessed area and are illuminated at night. Bicycle spaces for visitors and customers shall include bicycle racks located in areas that are clearly visible from a primary building entrance, illuminated at night, and protected from damage from moving and parked vehicles. These racks shall include provision for securing bicycles in which the user may lock the frame and wheels. (Triangle Specific Plan 2.9, No. 8/ PDF 2-3/ /PDF 10-6).

21. Parking spaces(s) for persons with disabilities shall be provided as shown on APPROVED PLANS. Each parking space reserved for persons with disabilities shall: (a) be identified by a permanently affixed reflective sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility; (b) not be smaller than 70 square inches in area; (c) be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade; and (d) have a surface identification sign duplicating the symbol of the accessibility in blue paint of at least 3 square feet in size.

22. A sign shall be posted in a conspicuous place at each entrance to the off-street parking area, not less than 17-inches by 22-inches, clearly and conspicuously stating the language provided by the Building and Safety Division regarding accessible parking.

23. A minimum of fourteen (14) loading spaces(s) shall be provided in accordance with Section 16.34.100 of the Development Code as shown on the approved plans or as otherwise provided for as shared loading spaces under SP 276. The loading space shall be surfaced with six (6) inches of concrete over a suitable base and shall not be less than 15 feet wide by 25 feet long, with 14 feet vertical clearance.

24. The retail area shall post signs limiting idling time for commercial vehicles to no more than five minutes. (Triangle Specific Plan 2.9, No. 6/ PDF 11-4) Sign(s) stating "EXTENDED (MORE THAN 5 MINUTES) IDLING FOR COMMERCIAL VEHICLES IS NOT PERMITED" shall be located at the loading area of the and at the truck parking areas. The sign(s) shall not be less than twenty-four inches square and will provide directions to truck parking spaces with electrical hookups. The hookups will provide power for refrigerated trailers that need to be parked on-sight for more than 15 minutes.

25. All exterior lighting shall comply with the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 and Section 16.18.100 Lighting of the Development Code.

26. All lighting fixtures including within parking areas shall be designed with shielding or cut-off fixtures to project in a downward manner to minimize glare and to not shine directly upon adjoining property or public rights-of-way.

Other

27. Pedestrian site design elements such as enhanced walking paths, trellis, and arbors as shown on the site plan shall be incorporated into the construction drawings and installed prior to any occupancy.

28. Roof gutters and downspouts are not permitted on the exterior of the front elevation of a building or building elevation facing Murrieta Hot Springs Road when the building is located within 100 feet of Murrieta Hot Springs Road, unless architecturally integrated into the building architecture. When roof gutters and downspouts are permitted on the exterior building elevation, they shall be painted the same color as the underlying wall color.

29. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign program shall be submitted to and approved by the Planning Division (Planning).

30. All trash bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code. The location of the enclosures must be shown on the precise grade plan and shall provide a minimum of 2021 square feet of refuse storage area (1010.5 square feet for refuse and 1010.5 square feet for recycling).

    a. Refuse/recycle/organic bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code as shown on Sheet A-040 through A-042 of the approved plans.

    b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with concrete with a concrete apron a minimum of 6 inches thickness

31. Two trash compactors, as shown on the site plan, shall be provided for the project in-lieu of providing the minimum of 576 square feet of refuse/recycle area (288 square feet for refuse and 288 square feet for recycling) in accordance with Section 16.18.150. Prior to building permit issuance, the permittee shall provide verification from the waste provider of their ability to serve the site with the two compactors and that the area is adequate for the necessary refuse/recycling containers.

    a. Compactors shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code.

    b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with a concrete apron a minimum of 6 inches thickness.

32. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (Triangle Specific Plan 2.9, No. 7/ PDF 9-4/ PDF 11-5).

33. Product deliveries to this location shall not be permitted between the hours of 10:00pm and 6:00am. In accordance with Development Code Section 16.30.130 B.

34. All installed landscaping shall be maintained in good order and health in compliance with the approved landscape plans.

35. Any mechanical equipment and vents (ground or rooftop) shall be screened from view (per the approved plan) from any public right of ways (including Interstate 15 & 215), landscaping area, and open space area unless otherwise provided for under SPA 276. Line of sight details shall be included in/on the plans for review for building permit issuance and stamped by a licensed architect. In addition, details including the height of the roof-top equipment and height of the parapet must be a detail within/on the plans for building permit issuance.

    If any time during the building inspection process, any roof-top equipment is found to exceed the height provided in the details of the approved plans for building permit issuance, the applicant must submit proposed method for screening of the equipment. Approval of such screening method is at the discretion of the Planning Division. Planning Division approval and Building Permit issuance must be obtained prior to any installation of the proposed screening method.

36. If applicable: An interior room which may be shared by more than one tenant, with direct exterior access, shall be provided for the placement of main utility electrical switch gear distribution, roof access ladders and any other mechanical or utility equipment.

37. Walls or retaining walls proposed on-site shall be decorative and be comprised of the slump-stone, split face material, or approved landscaped geofabric interlocking landscape walls. All proposed walls shall comply with the Development Code with regards to setbacks and height limitations.

38. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:

    a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.

    b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.

    c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.

39. All flat, non-visible portions of building roofs shall be cool colors that have a high solar reflectance and thermal emittance. These characteristics reflect light, thereby reducing heat transfer and further the ability to allow heat to escape from a surface once it has been absorbed (SP Section 2.9, No 5/ PDF 11-3).

40. Prior to issuance of occupancy permits, and in coordination with the City of Murrieta, the Property Owner/Developer shall implement security measures and design features to

reduce the demand for police services. Additional security measures may include, but not be limited to:

- Private security personnel staffed at the project site;
- On-site security cameras that are monitored;
- Increased lighting around facilities and parking lots;
- Anti-graffiti measures;
- On-site medical aide; and
- On-site, private, plain-clothed store security in retail businesses or anti-theft electronic monitors.

Evidence that security measures have been implemented to the satisfaction of the City shall be provided to the Community Development Department and Police Department. (MM 9-1).

41. Prior to building permit issuance for Building E, the permittee shall provide modifications to the Internal Connector Road and Murrieta Hot Spring Road facing building elevations to address the following Specific Plan Design Guidelines requirements:

a) Massing -Provide horizontal and vertical wall articulation through the use of arcades, towers, wall recesses/ projections, and setting back the upper floors. Facades shall incorporate wall plane projections and recesses having a depth of at least three percent of the length of the façade and extending at least twenty percent of the length of the façade. (16.10.030.C.3.a.1)

b) Facades of buildings facing the Internal Connector Road and Murrieta Hot Springs Road shall be fully articulated. Facades of buildings facing the freeway and rear may incorporate less detailing in consideration of the distance to the highway, but these facades shall include design elements that provide an appropriate level of interest.

42. Prior to occupancy, the permittee shall coordinate with the Police Department to provide an office space for use by the City of Murrieta Police Department, within the project boundaries, with the size, location, timing, and scope to be determined by staff in coordination with the Permittee.

Prior to Grading Permit Issuance

43. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.

44. Prior to the issuance of grading permits, the project applicant shall comply with the provisions of any existing City ordinance that has been established as a mitigation measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.

45. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.

46. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.

47. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.

48. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Building Permit Issuance

49. If applicable, a minimum of 30-days prior to building permit issuance, the applicant shall submit an application for addressing.

50. The local postal delivery office shall review and approve all proposed postal delivery arrangements. The applicant shall provide the City with evidence of postal service approval.

51. All exterior/outdoor lighting fixtures including parking lot lights and outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval and shall comply with the requirements of Development Code Section 16.18.100-Lighting and 16.18.110-Mt Palomar Lighting Standards.

52. A comprehensive master sign program for the project shall be submitted to the Planning Division for review, and approved prior to any building occupancy (PDF 1-9).

53. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.

Prior to Occupancy

54. Unless otherwise indicated, all conditions, and other requirements shall be fully constructed and implemented prior to final inspection of the building and/or site improvements.

55. The applicant shall contact the Planning Division a minimum of 72-hours to allow for scheduling of any inspection required for this project.

56. Comprehensive Sign Program for the project shall be approved.

57. All existing outdoor advertising displays, signs shall be removed, except for signs permitted by the Development Code.

58. Prior to the first release of occupancy for any development or building on any parcel approved by this development plan permit, a plan shall be provided to the City for and shall provide/identify temporary landscaping and a decorative barrier around the perimeter of undeveloped parcels. The temporary landscaping is subject to the approval of the City Landscape Architect and the Public Works Division. Temporary landscaping

shall also include a temporary irrigation system. All exterior perimeter landscaping, on-site driveway(s), parking areas, common areas, and pedestrian linkages shall be constructed prior to the release of first/any occupancy.

59. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (PDF 9-4/PDF 11-5).

General Plan Mitigation Measures

60. (AES-2) During Pre-Construction and Construction-Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.

61. (AES-3) During Pre-Construction and Construction-Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.

62. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, historian, architect, paleontologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.

63. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.

64. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.

65. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or

EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.

66. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.

67. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.

68. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.

69. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

70. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.

71. Printed copies and one digital copy of landscape construction plans shall be submitted to the Planning Division. Verify quantity of printed copies with Planning Division prior to submission. A licensed Landscape Architect shall prepare the plans. Applicant shall also verify with MCSD submittal requirements for any proposed MCSD maintained landscape areas.

72. The landscape construction plans shall be in substantial conformance with the preliminary landscape plans as approved by the City's Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.

73. Landscape plans shall be drawn at a scale of 1" equals 20'-0" or larger. The City Landscape Architect will not accept plans drawing at 1" equals 30'-0" or smaller.

74. It is the responsibility of the landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and current State of California water efficient landscape requirements.

75. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.

76. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides regulations for the protection, preservation, and maintenance of significant tree

resources and establishes minimum mitigation measures for trees removed as a result of new development.

77. All planter areas shall provide a minimum 5 feet wide planter area clear of curbs, concrete step-out strips, walkways, walls, footings, and overhead supports. Planters of lesser widths may be allowed provided they are in substantial conformance with the preliminary approved landscape concept plans or the Triangle Specific Plan 276. Plant materials for narrow planters shall fit within the provided planter width at maturity and shall not infringe upon or otherwise restrict use of adjacent required pedestrian access ways.

78. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.

79. Diamond-in-profile tree planters are to be configured at sidewalks when directly adjacent to parking spaces. The diamond-in-profile shape will achieve a sufficient plantable area while avoiding conflicts with pedestrian path of travel. Interior plantable area is to be a minimum of 20 square feet, however, 25 square feet is preferred.

80. All bumper overhang areas shall be planted with a low-growing groundcover, highly tolerant of foot traffic, growing no greater than 6" high at maturity. All bumper overhang areas shall be shown graphically on plan and labeled clearly. Bumper overhang areas shall not count towards the minimum required landscape area.

81. No trees shall be located within the required bumper overhang area. Trees located at head of parking stalls, directly adjacent to bumper overhang area, shall be centered to align trunks with parking stall lines to minimize potential future conflicts between trunks and bumpers. All trees adjacent to bumper overhang area shall be standard form to avoid conflicts between car bumpers and tree trunks.

82. Curb-adjacent street trees shall be provided where the interior width of the parkway planter between the curb and sidewalk is 6'-0" or greater in width. Street tree selection in these areas shall be upright, narrow canopy trees that will avoid conflicts with adjacent traffic at maturity and provide minimum required pedestrian clearance along sidewalk as well. Proposed tree selections for right-of-way parkway trees shall be provided to Planning Division, Public Works Department, and City's Landscape Architect for review and approval.

83. Trees located in the frontage area along Murrieta Hot Springs Road, from the southern edge of the public side to approximately 25'-0 to 30'-0" south toward the onsite building, shall be provided at an average rate of 1 tree per 500 square feet. Trees in this area should include a combination of naturalistic stands of 3 – 5 canopy trees and compatible flowering understory trees placed between, creating an aesthetically pleasing rhythm of canopy and understory trees. Along building perimeters, trees shall be provided at minimum at a rate of 1 tree per 30 lineal feet of building perimeter. Trees shall generally be evenly dispersed but may be clustered where views into the site are desired, subject to Planning Division and City Landscape Architect review.

Tree species for frontage area shall be per the approved landscape concept plans. Cercis canadensis 'Vanillia Twist' shall be replaced within the frontage area with Cercis occidentalis, Cercis canadensis 'Forest Pansy,' or a similar understory, deciduous tree tolerant of drought and suited to slope conditions.

84. Fire apparatus access roads shall be illustrated, diminished, and labeled on planting plan. Trees are to be located so that the mature canopies do not encroach into the access road clear zone of 28 feet wide and 13.5 feet high. Notes shall be added to the plans stating that the trees shall be maintained clear of all vertical and horizontal fire access areas. Maintenance for fire access shall be included in the comprehensive maintenance schedule for the project and included within the plan set, as required per the City's Landscape Architectural Plan Check checklist.

85. Perimeter landscape design shall coordinate with surrounding properties. Shrub and ground cover selections are to match or complement adjacent developments.

86. Enhanced corner planting using specimen trees and accent shrubs that do not conflict with vehicular line of sight. Limit shrubs to a maximum of 30" natural height. On center spacing of enhanced corner planting will be reviewed at time of plan check. Planting at corner shall be sized and spaced to be a minimum of 80% infilled at time of installation and fully infilled within 2 years from installation.

87. Avoid plants that require cutting back to keep them within a specific area or at a trimmed height. Carefully select and locate plants where they will be allowed to grow to maturity and keep their natural shape.

88. Plant materials within vehicular line of sight impact areas are to be limited to a maximum of 30" natural height. Impact areas include but are not limited to project entries, drive aisles, and parking lot island planters. Project Landscape Architect shall coordinate with Project Engineer to determine limited sight areas at corners as described per City Standard Plan No. 214. Intersection Sight Distance.

89. Slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. A combination of erosion control groundcover, shrubs, and trees shall be provided.

90. Linear root barriers shall be installed for all trees located within 5 feet of paving and within 10 feet of city sidewalks. Root barrier for trees in these locations shall be a minimum length of 20 linear feet centered on the tree trunk and a minimum depth of 24" inch or greater if required by other department standards.

91. Minimum clearance at all fire equipment and hydrants shall be provided. Within clearance area, only low growing groundcovers may be planted.

92. Utilities and light standard locations shall be coordinated with Owner's engineering team to avoid conflicts with required tree locations and utility screening. Show the outline of any access areas required by the utility purveyor and provide suitable screening shrubs in 15 gallon size outside of access area, as needed to screen from public view. No light

fixture, electric transformer, fire detector check, or fire hydrant shall be designated for any location in a planting area that would make it necessary to eliminate a tree.

93. Plant materials shall be installed from the container sizes consistent with Murrieta Municipal Code Section 16.28.080, Table 3-5, Minimum Mix of Plant Materials. Where plans have proposed sizes greater than Table 3-5, the larger size shall be provided.

94. All groundcovers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years from installation.

95. All headlight glare from drive aisles and parking stalls shall be screened from public view. An opaque screen shall be installed along all drive aisles and parking areas abutting public streets and rights-of-way. The screening shall have a height of not less than thirty (30) inches and not more than forty-two (42) inches at maturity. For areas which would produce headlight glare impacting freeway, screening shrubs shall be 15 gallon size minimum and spaced closely to provide immediate screening at time of installation. Spacing for screen shrubs should be as close as feasible while still allowing for healthy long-term growth and condition at maturity. Screen walls shall be provided as indicated per the approved landscape concept plan and the approved wall and fence conceptual plan.

    The City, City's Landscape Inspector, and the City's Landscape Architect reserve the right to require additional 15 gallon screening shrubs at time of plan check and at time of final landscape inspection where necessary to screen headlights, utilities, bare or blank buildings facades and walls, and other unforeseen unsightly field conditions that may arise during the course of construction.

96. An updated shading exhibit shall be provided. A minimum of 50% of the total parking stall area shall be shaded at maturity by tree canopy, at approximately 15 years realistic canopy growth. Projected canopy size for trees in trees wells at parking lot interiors should consider the unfavorable parking lot conditions and reflected heat in these areas.

97. Required plaza/courtyard amenity areas shall be clearly delineated, dimensioned, and labeled on the landscape plans and all amenities shall be in substantial conformance with the amenities shown on the approved landscape concept plans, provided; however, that amenities can be adjusted and modified to address leasing requirements of tenants provided that it remains in compliance with the requirement of SP 276 and the Triangle Specific Plan Design Guidelines.

98. A landscape phasing exhibit shall be submitted to the Planning Division with the overall site phasing exhibit detailing the sequence of installation for all landscape improvements. All offsite improvements, including right-of-way landscaping along Murrieta Hot Springs Road, median landscaping, and similar shall be shown in the first phase of development. City may require perimeter fencing and perimeter screening and screening shrubs also be provided prior to first occupancy. Landscaping adjacent to the freeways may be reasonably adjusted based on the phasing of development.

99. Commercial zoning requires a minimum of 20% of the total onsite area be provided as landscape. In no case shall the total landscape area fall below the minimum requirement

for the Project as a whole or the 15% requirement within each Planning Area.

Prior to issuance of a Building Permit:

100. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner.

Prior to the initiation of landscape construction:

101. Contact City's Assigned Planner or Landscape Architect to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.

102. Contact Murrieta Community Services Department to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.

Prior to the issuance of occupancy permits:

103. All offsite and street frontage landscape improvements for Murrieta Hot Springs Road as described by the approved landscaping phasing exhibit shall be provided prior to first occupancy for any building.

104. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's contractor, construction manager, or Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City's Assigned Planner with a Landscape Certificate of Completion documentation package at the time of final inspection request. The City will review the Certificate of Completion and conduct a final inspection to ensure that the landscape installation is in compliance with all City policies, practices and the approved landscape plans. The Certificate of Completion shall be complete with irrigation water audit, irrigation schedules, landscape maintenance schedules, and soil management report.

    A separate, complete Certificate of Completion package shall be provided for each plan set and each phase of occupancy, at time of final inspection request.

105. Performance securities, in the amount determined by the City to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City, shall be posted with the Planning Division. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities shall be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained and inspected. A deposit to cover this re-inspection of the landscape, at the current City rate, shall be posted with the Planning Division prior to re-inspection for maintenance bond release. Contact Planning Division

to verify current fee schedules and requirements prior to issuance.

DEPARTMENT OF PUBLIC WORKS

106. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.

107. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.

108. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.

109. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.

110. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).

111. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.

112. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.

113. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit. All discretionary documents shall serve as a reference for final document preparation and approval, and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.

114. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any

other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.

115. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.

116. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.

117. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.

118. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.

119. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.

    a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.

120. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.

121. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.

122. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings,

Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.

123. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.

124. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

PRIOR TO ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

Acquiring Offsite Property/Easement

125. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).

126. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

127. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
    a. prior to improvement plan approval with a deferred map if applicable,
    b. but not with a final map approval with a deferred improvement plan.

128. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned

    a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.

    b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

129. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.

130. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.

131. All easements and/or right-of-way dedications shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s).

132. All dedications shall be free from all encumbrances as approved by the Engineering Department.

133. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

134. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.

135. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.

136. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.

137. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.

138. Subject to the discretion of, and final approval by, the City Council, the City shall vacate/abandon a portion of the following street's right-of-way.

a. Sparkman Court, aka Monroe Ave

b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

139. The Street Improvement Plan shall include the following "Improvement Note" to identify required improvements prior to first occupancy:

a. "All public improvements, as identified in the project's conditions of approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy.

140. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:

a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.

i. The Street Improvement Plan may include within it, but may not be limited to, the following:

1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.

2. Signing and Striping plan, included with the street improvement plans for the project.

3. Traffic Signal Plan included with the street improvement plans for the project.

4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.

b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering; construction management, etc.

141. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices; signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.

a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-

five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:

i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.

ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.

iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.

iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound trave/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.

v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.

vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:

1. Murrieta Hot Springs Rd & Monroe Ave

2. Murrieta Hot Springs Rd & Hancock Avenue

vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.

viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.

1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.

142. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.

143. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian

improvements/pathways.

144. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.

145. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.

a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.

b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.

146. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway to ensure public safety, to the satisfaction of the City Engineer.

147. The Permittee/Owner shall provide a design for bus turnouts with shelters at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.

A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.

B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans..

148. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City, and recorded on a city-approved format.

149. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

150. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.

151. Driveways and Site Access shall conform to Development Code 16.34.080.

152. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.

153. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.

154. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.

155. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.

156. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:

    a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.

    b. Submit a landscape plan to the Planning Division that addresses both short term and long term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.

    c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.

    d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that

phase will be treated and retained to meet water quality and hydro-modification requirements.

157. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, and 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

158. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.

A. Set street centerline monumentation for the following street(s) and/or following intersection(s):

i) Murrieta Hot Springs Rd & Monroe Ave

159. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

160. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.

161. The Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.

162. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-or-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.

163. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.

164. Prior to issuance of Certificate of Occupancy permits for Phase 1A uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

165. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.

166. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	$0.37
537,497 - 1,240,556	$3.21
1,240,557 – 1,767,914	$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

167. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.

168. The Permittee/Owner shall design and guarantee the construction of all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

169. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).

A. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.

B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.

C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.

170. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.

171. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

172. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:

a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.

i. The Grading Plan shall include within it the following:

1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

3. An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering; construction management, etc.

173. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:

a. Include a topographic map prepared by a Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.

b. Depict the limits of grading and provide cross sections as needed.

c. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.

d. Incorporate all stormwater best management practices as quantified in the Water Quality Management Plan.

e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.

f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.

174. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.

175. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:

A. Riverside County Area Drainage Fee
B. Kangaroo Rat Fee
C. Multiple Species Habitat Conversation Plan (MSHCP) Fee

176. Obtain written clearance, as deemed necessary by the Engineering Department, from the following departments/agencies:

A. Planning Division

B. Community Services Department
C. Building Division
D. Fire Department
E. Landscape (Planning Division)
F. Sewer and Water District(s)

177. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.

178. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.

179. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.

180. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.

181. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.

182. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.

183. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.

184. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City and recorded on a city-approved format.

A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

185. All existing property monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged,

existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

Geotechnical

186. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department as part of the initial grading plan check.

A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to:

i) a percolation/infiltration analysis;

ii) identify any geotechnical hazards for the site;

iii) provide recommendations for the construction of engineered structures,

iv) provide preliminary pavement sections,

v) provide slope stability analysis,

vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.

vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.

viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.

ix) Provide recommendations for any special construction methods as necessary.

B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.

187. If project is determined to be a "Priority Development Project", a geotechnical engineer, civil engineer, certified engineering geologist or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).

A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook, as a guide for preparing the analysis.

B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g. Table 1 Infiltration Testing Requirements).

C. A note shall be added on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

188. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.

189. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific WQMP.

190. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:

A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.

B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85^{th} percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.

C. The 85^{th} percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.

D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

E. The WQMP shall incorporate, but not be limited to, the following:

i) Site design BMP's,

ii)Source control BMP's,

iii) Pollutant control BMP's,

iv) Hydromodification

v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project

pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.

vi) Long term operation and maintenance requirements, inspection and maintenance checklist;

vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.

viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.

F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.

i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.

ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.

G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.

191. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.

192. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.

193. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.

194. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and, at the discretion of the Public Works Director.

195. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

196. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.

197. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.

198. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.

199. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.

200. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.

201. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.

202. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:

A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.

B. Do not significantly exceed the existing natural discharge quantities.

C. Street storm flows shall not exceed top of curb for the 10-year storm event.

D. Must contain storm flows within the street right-of-way for the 100-year event.

E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.

F. Sump conditions shall be designed to convey the 100-year storm flows

G. Secondary emergency escape path shall be provided.

H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.

I. Standing water is not permitted.

J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.

203. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

204. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a SWPPP concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.

205. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

206. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.

207. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.

208. All open or undeveloped land shall be maintained to prevent wind/water erosion of said land. All disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

209. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.

210. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.

211. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.

212. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.

213. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes and ordinances, and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

Final Map

214. The Permittee/Owner shall submit a Final Map prepared in accordance with the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.

215. The Final Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act Section 66411.1. The following improvements notes shall be added on the Final Map:

    A. All public improvements, as identified per the conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.

216. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.

217. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "Public *drainage easements shall be kept free of buildings and obstructions.*"

218. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and

pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on number of parcels.

219. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.

220. All offers of dedication and conveyances shall be submitted for review and approval, and recorded as directed by the Engineering Department.

221. All easements and/or right-of-way dedications shall be offered on the Final Map to the City, or other appropriate agency, and shall continue in force until the City, or other agency, accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.

222. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.

223. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.

224. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.

225. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

226. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.

227. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Department and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.

228. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.

229. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.

230. The building pad shall be certified by a registered Civil Engineer for location and

elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

231. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.

232. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

233. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.

234. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.

a. Minor field changes may occur at the discretion of the City's Construction Manager.

b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.

235. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.

a. Minor field changes may occur at the discretion of the City's Construction Manager.

b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.

236. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.

237. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.

238. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

239. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever

is greater.

240. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.

241. The Permittee/owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required and BMP designs may be impacted.

242. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

243. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.

244. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.

245. Obtain clearance from the dry utility companies and gas company.

a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.

246. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

a. Building pad certification shall be obtained prior to building footing inspection.

b. Building pad certification shall be obtained prior to building foundation cement pour.

247. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

248. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department. The

Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.

249. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.

250. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.

251. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.

252. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

253. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.

A. Set street centerline monumentation for the following street(s) and/or following intersection(s):

i) Murrieta Hot Springs Rd & Monroe Ave.

254. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

255. Prior to the issuance of the first (1st) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.

256. Prior to, but not necessarily the last, issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.

257. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.

258. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.

259. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.

260. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.

261. Demonstrate that all treatment control BMP's described in the Final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved Final project-specific WQMP.

262. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.

    a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.

263. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.

264. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.

265. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department[2]. Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.

    a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.

    b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.

266. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:

    A. Planning Division

    B. Engineering Department

    C. Building & Safety Division

D. Fire Department

E. Landscape (Planning)

F. Community Services Department

G. Sewer and Water District(s)

H. Utility Companies

I. Southern California Edison Company

BUILDING DIVISION

General

267. All construction shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Murrieta, as follows: The California Model Codes currently in effect are the 2022 California Codes, based on the 2021 International Residential Code (IRC), 2021 Uniform Plumbing and Mechanical Codes (UPC, UMC), 2020 National Electric Code(NEC), 2021 International Building Code (IBC), 2021 International Fire Code (IFC) and the 2022 California Energy Code, 2022 California Green Building Standard Code ("Cal Green"}; and the City of Murrieta Ordinance for Universal Design Residential Dwellings, to include applicable Murrieta City municipal codes.

268. Digital sets of plans shall be submitted for all building and exterior site improvements; and shall include building data, building use/occupancy, construction type, actual building square foot area and related building means of egress and ensuing egress discharge to the public right-of-way.

269. Architectural site and on-site civil design shall correlate, and details shall comply with accessibility standards of the State of California during plan review.

270. Construction plan submittals shall be subject to the current California Green Building Standards Code, wherein provisions for means of achieving material conservation and resource efficiency through construction waste reduction of at least 65% recycling and/or salvage for reuse, diversion, and employment of techniques to reduce pollution through recycling of materials.

271. Any proposed exterior lighting shall be shown on building permit plans and shall comply with the City of Murrieta's MMC Sec.16.18.110, Mt. Palomar Lighting Pollution Control Standards and/or equal. LED limits are 4050 lumens maximum per fixture and 3000K kelvin color rendition. Photometric plans are required.

272. Separate permits shall be obtained from the City of Murrieta Building & Safety Department, for individual structures and appurtenances e.g., construction trailer(s), parking lot lighting, masonry walls, retaining walls, monument signs, building and monument wall signs, site amenities, EV chargers, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.

273. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially from plans previously reviewed and approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, City Engineer and/or Director of Building and Safety.

274. Detectable warnings shall be cast in place and comply with the following:

A) Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)

B) Detectable Warnings Shall be referenced at all outside curbs and drive lanes.

275. Walkways that are utilized for exterior routes of accessible travel shall be a minimum 48" inches in width, but when parked vehicles (head-in) abut to walkways, they shall be a minimum of 6'ft. wide (vehicle front-end overhang) or, wheel stops shall be used at those vehicle parking spaces. Complete dimensions shall be clearly identified on plans.

276. All Exterior Path of Travels Shall conform to current CA Building Codes and Accessible Standards.

277. Indicate a 12" inch wide step out curb at parking spaces located adjacent to island planters. Construction Details will be required during plan review.

278. All required Accessible spaces shall not be obstructed by landscaping and landscaping diamond/triangle feature areas and these shall not project into required parking space(s) accessibility dimensions.

279. Access to all required Accessible and EV Charging equipment from parking space(s) shall not be obstructed or blocked by any landscaping diamond/triangle areas or any similar physical barriers, such as landscaping features, etc.

280. Van accessible EVCS charging spaces shall be shown as 12' ft. wide and 18' ft. long, with a 5' ft wide by 18' ft. long access aisle. Accessible EVCS that serve a particular building or facility shall be located on an accessible route to an accessible entrance.

281. Van accessible spaces as required by the current California Building Code Chapter 11B shall be configured and shown as 12' ft wide with a minimum 5' ft wide access aisle on the passenger side of the parking space. See clarification below, and note that requirements will be required during plan review:

a. Required detailed dimensions for Accessible parking spaces shall comply with the following: Van accessible & EV spaces shall be configured as 12' ft minimum width, 5' ft minimum wide access aisle on the passenger side of the vehicle space and 18' ft minimum length.

b. Note that striping for EV access aisles that serve only the EV spaces shall not be Blue color used for accessible spaces. The preferred color is Green.

c. Typical length of all parking spaces shall be a minimum of 18 feet.

d. Standard accessible spaces shall be shown as 9' ft minimum width and a minimum 5' ft wide access aisle on a minimum of one side of the space.

282. All "NO Building" Zones Shall be recorded with Riverside County Assessor and referenced/superimposed on the site plan.

283. A pre-construction meeting shall be scheduled with the City of Murrieta Inspector of Record, prior to the first requested inspection.

Building Permit Application:

284. Digital sets of building construction plans shall be submitted, including a set of supplemental current soil report, structural calculations, energy calculations, etc. Submittals shall conform to the Electronic Plan Check Submittal Guide (Building Form IB-110). Plans must conform to Digital Submittal Requirements (Building Form DS-162). Plans shall conform to submittal requirements for new commercial structures (Form DS-136).

285. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city departments Conditions of Approval.

286. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.

287. Will serve or first release forms from the governing water and sewer districts will be required.

288. Property and/or Building addressing shall be assigned by Planning and incorporated into the plan set, application and all related documents at time of building plan submission.

Prior to Permit Issuance:

289. A Waste Management Plan (Building Form DS-153), which may include a C & D letter from the Waste Management Company for the recycling, reuse and diversion of construction waste materials from landfills is required prior to the permit issuance.

290. All applicable fees and forms shall be paid. This may include TUMF, School, DIF, etc.

291. Verification of an approved, stamped and signed by the City of Murrieta Engineer, grading plan.

292. A fire access plan shall be approved by Murrieta City Fire Marshal and a copy or notice of approval by the City Fire Marshal shall be received by Building & Safety.

Prior to Building Final:

293. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments, which may include Fire, Planning, Engineering, Building & Safety, and the City Landscape Architect prior to the issuance of a Certificate of Occupancy from the City of Murrieta Building and Safety Division.

294. TCO requests Shall be submitted Seven business days prior to the TCO occupancy request Date (DS-130 Bulletin).

FIRE DEPARTMENT

General:

295. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.

296. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.

297. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.

298. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.

a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.

b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

299. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.

300. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:

a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.

b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.

d. A minimum of two points of connection to public water shall be provided for the private fire-line water.

e. The private underground fire-line system shall be a looped design.

f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.

g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.

301. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.

302. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.

303. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.

304. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.

305. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

306. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.

307. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.

308. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

309. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.

310. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall be installed per Community Service District's (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.

311. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.

312. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

POLICE DEPARTMENT

General Conditions

313. Prior to building permit issuance, the Permittee/Owner shall coordinate with the Police Department to implement Mitigation Measure 9-1.

314. Roof Address Numbering: The number of each independently addressed building on the property shall be marked with a reflective material (vinyl or paint), or in a color that contrasts the color of the roofing material. The lettering must be at least 24 inches in height so that the address can be viewed from the sky and is on the flat portion of the roof of the building and does not negatively impact the aesthetics of the project. The

lettering must be positioned so that the address faces the direction of the corresponding street for which the address is assigned.

315. A "No Smoking" sign shall be placed outside the main entrances of any business in compliance with 5.23.060(a) MMC and referencing this section to prevent smoking within 15 feet of entrances. The signs must be at a minimum, 12" high by 9" wide and clearly state "No Smoking within 15 feet of doorway" with the universal no smoking logo on the sign and section 5.23.040(a) MMC referenced on the sign.

WATER DISTRICT

316. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

SCHOOL DISTRICT

317. Prior to the issuance of building permits, the Permittee/Owner shall pay the school district the required mitigation fee in effect at the time of request.

END CONDITIONS

CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP NO. 38622 (TTM-2022-2706) (EP&L # MAP-2023-00013)
(ASSOC W/DP-2022-2705 (EPL # DP-2023-00017)
AUGUST 20, 2024

GENERAL:

Tentative Tract Map 38622 represents the subdivision of a 64.28-gross acres parcel into twenty-three (23) parcels totaling 63.56 acres and five (5) lettered parcels totaling 0.72 acres within Specific Plan 276 (The Triangle), (APNs: 910-390-001 through 910-390-003, 910-400-001 through -018, 910-390-008 through -022) in conjunction with Development Plan 2022-2705 ("Project"). This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Subdivider/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval of Tentative Tract Map 2022-2706. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.

3. The land division hereby permitted is to subdivide an existing 64.28-gross acre project area consisting of multiple existing parcels into twenty-three (23) parcels. Any proposed change substantially different than the approved tentative map shall require an amendment to this approval in accordance with the Triangle Specific Plan 276.

4. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.

5. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a $50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant

shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.

6. Tentative Tract Map 38622 shall record within three (3) years from the date of the approval or it shall become null and void unless an extension of time is granted pursuant to City requirements.

7. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.2.

8. The development of the premises shall comply with the standards of The Triangle Specific Plan, City's Development Code, and all other applicable State and Federal Codes.

9. Subsequent modifications of this map approval shall be pursuant to The Triangle Specific Plan Section 4.2.2. and Development Code Section 18.86-Subdivisions.

10. The Subdivider/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.

12. This land division shall comply with the State of California Subdivision Map Act and with all requirements of the City's Development Code, and all other applicable State and Federal codes.

13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.

14. The City is located within the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 of the Development Code, low pressure sodium vapor lighting or overhead high-pressure sodium vapor lighting with shields or cut off luminaries, or other complying lighting shall be utilized.

15. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation

Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

For each permit request, the applicant shall submit a Mitigation Monitoring & Reporting Program (MMRP) Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

16. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.

17. The Subdivider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of the proposed parcel and any slopes, landscaped areas and irrigation systems on the subject property.

18. Walls or retaining walls proposed on-site shall be decorative and be comprised of a split face or other decorative block material or approved geofabric interlocking landscape walls. All proposed walls shall comply with The Triangle Specific Plan and Development Code (Section 16.22) with regards to setbacks and height limitations.

19. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:

    a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.

    b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.

    c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.

Prior to Grading Permit Issuance

20. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.

21. Prior to the issuance of grading permits, the project Subdivider shall comply with the provisions of any existing City ordinance that has been established as a mitigation

measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.

22. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.

23. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.

24. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.

25. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Final Map Recordation

26. After approval of the Tentative Map and prior to the expiration of the map, the Subdivider shall cause the real property included within the Tentative Map, or any part thereof, to be surveyed and a Final Map (application) be submitted to the Engineering Department for review and approval.

27. The Final Map shall include easements and documentation for emergency access, legal access to each parcel, reciprocal access, and parking, including provisions for shared parking (if applicable).

28. The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 16.98.060.R of the City's Development Code, which shall be filed simultaneously with the plan check review of the final map. A note shall be placed below the surveyor's notes on the final map stating the following:

"ENVIRONMENTAL CONSTRAINTS NOTE: Environmental Constraints Sheet Affecting this map is on file in the E.C.S. Book__ , Page____. This note affects Lots Nos.____ or Parcel No.___ ."

29. The ECS shall be labeled "ENVIRONMENTAL CONSTRAINTS SHEET" in the top margin. Applicable items shall be shown under a heading labeled "Environmental Constraints Notes" and shall contain the following statement:

"The environmental constraint information shown on this sheet is for informational purposes describing conditions as of the date of filing and is not intended to affect record title interest. This information is derived from public records or reports and does not imply the correctness or sufficiency of those records or reports by the preparer of this map sheet."

30. The following notes shall be placed on the Environmental Constraints Sheet:

a. "This property is subject to lighting restrictions as required by Murrieta Municipal Code (MMC) Title 16.18.110 (Mount Palomar Lighting), which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with MMC 16.18.110."
b. The natural watercourse that traverses Parcels 19, 20, 21, 22, and 23 shall be delineated and labeled on the environmental constraint sheet to accompany the final map. Notes shall be placed on the environmental constraint sheet stating that unless otherwise permitted pursuant to separate approvals by the appropriate state and federal regulatory agencies:
    i. "The water courses must be kept free of all buildings and obstructions." and
    ii. "No disturbances may occur within the boundaries of the of the constraint areas."
    iii.
c. "A cultural resources assessment was prepared for this property on July 16, 2008, by Brian Glenn of BonTerra Consulting" and is on file at the City of Murrieta Planning Division. The property is subject to surface alteration restrictions based on the results of the report."

31. The permittee/owner shall submit the following documents to the City for review and approval by the City Attorney. The intent is to establish a Declaration to insure maintenance of the landscaping, parking spaces (lot), detention basin(s) (drainage), common area(s) and reciprocal access and shared parking requirements.

a. A cover letter identifying the project for which approval is sought;

b. A signed and notarized declaration of covenants, conditions, and restrictions ("Declaration"); and

c. A sample document conveying title to the purchaser of an individual lot or unit which provides that the lot is subject to the Declaration.

d. The Declaration submitted for review shall (a) provide for a minimum term of 60 years, (b) provide reciprocal easements for ingress, egress, and parking, including shared parking (c) provide the Declarant to maintain the common areas and improvements, and (d) contain the following provisions verbatim:

    i. "Notwithstanding any provision in this Declaration to the contrary, the following provision shall apply:

    ii. The Declarant shall manage and continuously maintain the 'landscape area, parking spaces (lot), detention basin(s) (drainage), and common area(s) set forth in the.

    iii. The Declarant shall have the right to assess the owners of each individual parcel for the reasonable cost of maintaining the Common Areas and Common Area Improvements and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance

assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

iv. The provisions of the Declaration set forth above shall not be terminated, substantially amended, or property deannexed therefrom absent the prior written consent of the Development Services Director of the City of Murrieta or the City's successor-in-interest.

v. A proposed amendment shall be considered substantial if it affects the extent, usage or maintenance of the 'landscape area, parking spaces (lot), detention basin(s) (drainage) and common area(s)' legal access, emergency access, or reciprocal easement established pursuant to the Declaration."

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws or the property owners association Rules and Regulations, if any, this declaration shall control.

Once approved by the City Attorney, the Declaration shall be recorded prior to final map recordation. A copy of the Declaration shall be provided to the City and retained for the project file at City Hall.

Prior to Building Permit Issuance

32. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.

33. Project shall demonstrate the tentative map/final map is consistent with Development Plan 2022-2705 or any subsequent approved Development Plan or revision thereof.

General Plan Mitigation Measures

34. (AES-2) During Pre-Construction and Construction-Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.

35. (AES-3) During Pre-Construction and Construction-Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.

36. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the

significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find(s) has been appropriately avoided or mitigated, work in the area may resume.

37. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.

38. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.

39. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.

40. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.

41. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.

42. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.

43. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

44. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.

45. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides

regulations for the protection, preservation, and maintenance of significant tree resources and establishes minimum mitigation measures for trees removed as a result of new development.

46. Slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. A combination of erosion control groundcover, shrubs, and trees shall be provided.

DEPARTMENT OF PUBLIC WORKS

47. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.

48. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.

49. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.

50. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.

51. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).

52. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.

53. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.

54. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of

a permit. All discretionary documents shall serve as a reference for final document preparation and approval and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.

55. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.

56. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.

57. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.

58. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.

59. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.

60. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.

    a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.

61. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.

62. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants

address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.

63. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings, Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.

64. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.

65. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

PRIOR TO ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

Acquiring Offsite Property/Easement

66. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).

67. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

68. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
    a. prior to improvement plan approval with a deferred map if applicable,
    b. but not with a final map approval with a deferred improvement plan.

69. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned.

a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.

b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

70. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.

71. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.

72. All easements and/or right-of-way dedications shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.

73. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

74. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.

75. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.

76. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.

77. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.

78. Subject to the discretion of, and final approval by, the City Council, the City shall

vacate/abandon a portion of the following street's right-of-way.

a. Sparkman Court, aka Monroe Ave

b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

79. The Street Improvement Plan shall include the following "Improvement Note" to identify required improvements prior to first occupancy:

a. "All public improvements, as identified in the project's conditions of approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy.

80. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:

a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.

i. The Street Improvement Plan may include within it, but may not be limited to, the following:

1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.

2. Signing and Striping plan, included with the street improvement plans for the project.

3. Traffic Signal Plan included with the street improvement plans for the project.

4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.

b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering, construction management, etc.

81. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices;

signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.

a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:

i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.

ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.

iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.

iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound trave/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.

v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.

vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:

1. Murrieta Hot Springs Rd & Monroe Ave

2. Murrieta Hot Springs Rd & Hancock Avenue

vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.

viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.

1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.

82. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.

83. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian improvements/pathways.

84. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.

85. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.

    a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.

    b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.

86. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway to ensure public safety, to the satisfaction of the City Engineer.

87. The Permittee/Owner shall provide a design for bus turnouts with shelter at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.

    A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.

    B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans.

88. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City and recorded on a city-approved format.

89. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

90. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.

91. Driveways and Site Access shall conform to Development Code 16.34.080.

92. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.

93. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.

94. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.

95. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.

96. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:

    a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.

    b. Submit a landscape plan to the Planning Division that addresses both short term and long-term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.

    c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.

    d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for

each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that phase will be treated and retained to meet water quality and hydro-modification requirements.

97. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, and 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

98. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.

A. Set street centerline monumentation for the following street(s) and/or following intersection(s):

i) Murrieta Hot Springs Rd & Monroe Ave

99. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

100. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.

101. The Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.

102. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-or-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.

103. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.

104. Prior to issuance of Certificate of Occupancy permits for Phase 1 uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

105. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.

106. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	$0.37
537,497 - 1,240,556	$3.21
1,240,557 – 1,767,914	$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

107. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.

108. The Permittee/Owner shall design and guarantee the construction of all sewer and water

improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

109. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).

A. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.

B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.

C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.

110. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.

111. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

112. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:

a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.

i. The Grading Plan shall include within it the following:

1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

3. An Erosion Control Plan prepared by a registered Civil Engineer in

accordance with City standards and approved by the Engineering Department.

b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering, construction management, etc.

113. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:

a. Include a topographic map prepared by a Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.

b. Depict the limits of grading and provide cross sections as needed.

c. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.

d. Incorporate all stormwater best management practices as quantified in the Water Quality Management Plan.

e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.

f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.

114. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.

115. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:

A. Riverside County Area Drainage Fee
B. Kangaroo Rat Fee
C. Multiple Species Habitat Conversation Plan (MSHCP) Fee

116. Obtain written clearance, as deemed necessary by the Engineering Department, from

the following departments/agencies:

A. Planning Division
B. Community Services Department
C. Building Division
D. Fire Department
E. Landscape (Planning)
F. Sewer and Water District(s)

117. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.

118. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.

119. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.

120. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.

121. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.

122. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.

123. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.

124. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City and recorded on a city-approved format.

A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

125. All existing property monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed

land surveyor or a qualified registered civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

Geotechnical

126. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department as part of the initial grading plan check.

A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to:

i) a percolation/infiltration analysis;

ii) identify any geotechnical hazards for the site;

iii) provide recommendations for the construction of engineered structures,

iv) provide preliminary pavement sections,

v) provide slope stability analysis,

vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.

vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.

viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.

ix) Provide recommendations for any special construction methods as necessary.

B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.

127. If project is determined to be a "Priority Development Project", a geotechnical engineer, civil engineer, certified engineering geologist or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).

A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook, as a guide for preparing the analysis.

B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g. Table 1 Infiltration Testing Requirements).

C. A note shall be added on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

128. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.

129. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific WQMP.

130. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:

A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.

B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85th percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.

C. The 85th percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.

D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

E. The WQMP shall incorporate, but not be limited to, the following:

i) Site design BMP's,

ii) Source control BMP's,

iii) Pollutant control BMP's,

iv) Hydromodification

v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.

vi) Long term operation and maintenance requirements, inspection and maintenance checklist;

vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.

viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.

F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.

i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.

ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.

G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.

131. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.

132. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.

133. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.

134. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and at the discretion of the Public Works Director.

135. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

136. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.

137. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.

138. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.

139. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.

140. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.

141. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.

142. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:

    A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.

    B. Do not significantly exceed the existing natural discharge quantities.

C. Street storm flows shall not exceed top of curb for the 10-year storm event.

D. Must contain storm flows within the street right-of-way for the 100-year event.

E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.

F. Sump conditions shall be designed to convey the 100-year storm flows

G. Secondary emergency escape path shall be provided.

H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.

I. Standing water is not permitted.

J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.

143. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

144. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a SWPPP concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.

145. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

146. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.

147. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.

148. All open or undeveloped land shall be maintained to prevent wind/water erosion of said

land. All disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

149. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.

150. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.

151. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.

152. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.

153. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes and ordinances, and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

Final Map

154. The Permittee/Owner shall submit a Final Map prepared in accordance to the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.

155. The Final Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act 66411.1. The following improvements notes shall be added on the Final Map:

A. All public improvements, as identified per the conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.

156. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.

157. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "Public *drainage easements shall be kept free of buildings and*

obstructions."

158. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on the number of parcels.

159. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.

160. All offers of dedication and conveyances shall be submitted for review and approval and recorded as directed by the Engineering Department.

161. All easements and/or right-of-way dedications shall be offered on the Final Map to the City, or other appropriate agency, and shall continue in force until the City, or other agency, accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.

162. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.

163. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.

164. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.

165. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

166. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.

167. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Division and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.

168. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.

169. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.

170. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

171. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.

172. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

173. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.

174. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.

a. Minor field changes may occur at the discretion of the City's Construction Manager.

b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.

175. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.

a. Minor field changes may occur at the discretion of the City's Construction Manager.

b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.

176. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.

177. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.

178. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

179. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever is greater.

180. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.

181. The Permittee/owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required and BMP designs may be impacted.

182. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

183. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.

184. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.

185. Obtain clearance from the dry utility companies and gas company.

    a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.

186. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

    a. Building pad certification shall be obtained prior to building footing inspection.

    b. Building pad certification shall be obtained prior to building foundation cement pour.

187. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

188. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department. The Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.

189. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.

190. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.

191. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.

192. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

193. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.

A. Set street centerline monumentation for the following street(s) and/or following intersection(s):

i) Murrieta Hot Springs Rd & Monroe Ave.

194. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

195. Prior to the issuance of the first (1st) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.

196. Prior to, but not necessarily the last, issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.

197. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.

198. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.

199. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.

200. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.

201. Demonstrate that all treatment control BMP's described in the Final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved Final project-specific WQMP.

202. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.

    a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.

203. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.

204. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.

205. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department[2]. Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.

    a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.

    b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.

206. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:

    A. Planning Division

B. Engineering Department
C. Building Division
D. Fire Department
E. Landscape (Planning)
F. Community Services Department
G. Sewer and Water District(s)
H. Utility Companies
I. Southern California Edison Company

FIRE DEPARTMENT

General:

207. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.

208. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.

209. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.

210. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.

a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.

b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

211. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow

requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.

212. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:

a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.

b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.

d. A minimum of two points of connection to public water shall be provided for the private fire-line water.

e. The private underground fire-line system shall be a looped design.

f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.

g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.

213. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.

214. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.

215. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.

216. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.

217. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

218. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.

219. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.

220. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

221. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.

222. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall be installed per Community Service District's (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.

223. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.

224. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

WATER DISTRICT

225. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

END CONDITIONS

Attachment 2- Planning Commission Documents

CITY OF MURRIETA

Legislation Text

File #: 25-1565, **Version:** 1

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT:

Consideration of a Development Agreement related to the development of the Triangle Project.

RECOMMENDATION

1. Open the public hearing and receive public comment;
2. Find that the action is consistent with the approved 2024 Addendum to the Subsequent Environmental Impact Report certified for the Triangle Specific Plan (State Clearinghouse [SCH] No. 2008061104) as described in this staff report and the attached Resolution; and,
3. Approve the attached Resolution recommending that the City Council approve the proposed Development Agreement attached as an exhibit to the Resolution.

ENVIRONMENTAL

On August 20, 2024 the City Council considered and approved an Addendum (2024 Addendum) to the previously adopted Subsequent Environmental Impact Report pursuant to the California Environmental Quality Act Guidelines (Cal. Code Regs. Title 14) Sections 15162 and 15164 by adopting Resolution No. 24-4779 for The Shops at the Triangle project. The proposed Development Agreement is consistent with the 2024 Addendum as it contemplates activities that were anticipated to be carried out.

PRIOR ACTION/VOTE

On August 20, 2024 the City Council took several actions approving the 2024 Addendum, Specific Plan Amendment 2023-00003, Tentative Tract Map 38622 (TTM-2022-2706) and Development Plan 2022-2705.

On September 3, 2024 the City Council Adopted Ordinance No. 607-24 approving and adopting Triangle Specific Plan Amendment No. 2 (Specific Plan Amendment 2023-00003), to Specific Plan No. 276.

Prior to the most recent City actions referenced above, the County of Riverside and City took actions to approve development on the site in 1990 and 2013 respectively for development of the property.

EXECUTIVE SUMMARY

The Planning Commission will make a recommendation to the City Council on a proposed Development Agreement (DA) for the development of the Triangle retail development project. The proposed DA addresses Billboard Relocation for two existing billboards located on the site, and potential assistance to the Applicant (Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC.) for off-site property acquisition for street widening purposes at the intersection of Murrieta Hot Springs Road and Sparkman Drive.

BACKGROUND

The development history of the project goes back to 1990 when prior to the City's incorporation, the County of Riverside approved a specific plan for the property (Specific Plan 276, or SP-276) for the development of the Murrieta Springs Mall. It anticipated a 1.76 million square foot retail shopping center. The County entered into Development Agreement 54 (DA No. 54) vesting the Specific Plan which remained effective even after City's incorporation. The City approved amendments to the DA, recording an amendment on February 23, 1994. The terms of the DA continued into 2023 but is now expired. In 2013, the City approved the first amendment to SP-276 changing the name to "The Triangle". The amendment anticipated an outdoor mall instead of an indoor mall, changed development standards accordingly, and changed the amount retail, office, restaurant, and entertainment square footage to be developed as shown below: Specific Plan Amendment No. 1 Anticipated Development **Land Use Anticipated Building Area (Square Feet)** Retail 640,914 Office 779,082 Hotel (220 Rooms) 148,000 Entertainment 74,660 Restaurant 125,258 **Maximum Total for all Land Use Categories** 1,767,914 In 2024, the City approved Specific Plan Amendment No. 2 to SP-276 and further modified development standards, approved a new tentative map to establish new parcel boundaries over the site, updated the project environmental documents and approved an updated site plan. The approved site plan builds on the outdoor retail center approach providing for approximately 279,500 square feet of retail development on 36.46 acres to begin development in an initial phase, accounting for approximately 25 buildings with twelve (12) of the buildings being pad buildings located along Murrieta Hot Springs Road. Larger retail buildings are "in-line" towards the rear of the first phase development area and accommodate retailers with larger building footprints. The approved 2024 entitlements are hereinafter referred to as "Project". Approximately 26 acres will remain undeveloped for future phases and .72 acres are designated for public road purposes. ***Proposed Development Agreement Summary*** The City has a strategic interest in creating pathways forward on specific development issues or removing obstacles to facilitate the Project. Rising development costs, a difficult construction financing environment, and the constant changing nature of retail add risk to the Developer that could further delay development of the Project. Cities use development agreements (DAs) to provide more certainty to developers who are undertaking large projects by reducing developer risk. Through a DA, cities can take on risk for the benefit of project development by using powers and authorities under state law that are only reserved for public agencies. For the proposed DA, the Developer has requested assistance in addressing specific issues that help reduce Project costs for the items described below: Billboard Relocation The site has two static billboards located on each freeway frontage. The Developer requests that these billboards be allowed to be converted into a digital format through a future Relation Agreement. Advertising revenue would be a Project benefit to the Developer to help offset Project costs. Typically, the City's Zoning Code (Title 16 of the Murrieta Municipal Code) requires removal of billboards rather than allowing them to be relocated and upgraded. Section 5 of the proposed DA addresses this topic. The terms of the Billboard Relocation will be subject to the Relocation Agreement which is approved by the City Council. Off-Site Traffic Improvements The development of the Project has always required improvement of an off-site intersection located on the north side of Murrieta Hot Springs Road at Sparkman Drive across from the Project. The intersection improvements would align with the Project's western driveway but would require the acquisition of land from property located at the northwest corner of Murrieta Hot Springs Road and Sparkman Drive for intersection widening. The current intersection is being improved in conjunction with the

development of a multi-family project known as the Terraces, but it does not include widening the intersection beyond the existing Sparkman Drive public right-of-way. Staff notes Sparkman Drive will eventually become Monroe Avenue. The proposed DA would allow the City to assist the Developer with property acquisition if needed. The DA requires the Developer to initially attempt acquisition of land needed to widen the intersection through private negotiation. Should the private negotiations fail, the City could acquire the property needed through condemnation proceedings. The Developer would contribute funds to the acquisition activities based on an appraisal approach commonly used for acquiring public rights-of-way. The City would cover the cost of its attorney's fees and the cost of land over the Developer's appraised value of the property to be acquired. This topic is covered in Sections 3.8 and 3.9 of the proposed DA. Miscellaneous Provisions In addition to the topics described above, the DA includes other sections that are typically found in development agreements addressing term, cancellation, amendments, insurance and indemnification, and defaults and remedies. In order to track the implementation of the DA over time, an annual review process is included in the proposed DA at Section 6.1. Staff notes the proposed DA would have a term of 10 years.

ATTACHMENTS

Attachment 1 - Resolution and Proposed Development Agreement

Docusign Envelope ID: E484A940-E1AB-4727-8CA6-69F952065957

PLANNING COMMISSION
RESOLUTION NO. 2025-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MURRIETA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ORDINANCE NO. [NEXT IN ORDER] APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MURRIETA AND DOMENIGONI BARTON PARTNERS, LLC., AND TRES ESTRELLAS, LLC., AND FINDING THE DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE PREVIOUSLY APPROVED ADDENDUM TO THE PREVIOUSLY ADOPTED SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2008061104) FOR THE TRIANGLE SPECIFIC PLAN.

WHEREAS, on August 20, 2024 the City Council considered and approved an Addendum (2024 Addendum) to the previously adopted Subsequent Environmental Impact Report pursuant to the California Environmental Quality Act Guidelines (Cal. Code Regs. Title 14) Sections 15162 and 15164 by adopting Resolution No. 24-4779 for The Shops at the Triangle project (Project), and also approved Specific Plan Amendment 2023-00003, Tentative Tract Map 38622 (TTM-2022-2706) and Development Plan 2022-2705 consisting of approximately 279,500 square feet of commercial development on 36.46 acres in an initial phase; and

WHEREAS, pursuant to state law and Murrieta Municipal Code Chapter 16.54, a Development Agreement must be approved by ordinance following public hearings by the Planning Commission and City Council; and

WHEREAS, the City proposes an Ordinance approving a Development Agreement with Domenigoni Barton Properties, LLC and Tres Estrellas, LLC (Developer) addressing the relocation of existing billboards situated on the property and off-site property acquisition, among other things; and

WHEREAS, the proposed Development Agreement establishes obligations of the City and the Developer and also sets forth the benefits to be received by the City; and

WHEREAS, the Development Agreement is consistent with the August 20, 2024 approvals described above; and

WHEREAS, on August 13, 2025, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Ordinance approving the Development Agreement, at which a staff report was presented and evidence was provided in the record to support the findings required by Murrieta Development Code Section 16.54.070; and

WHEREAS, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and has determined that the proposed Ordinance approving the Development Agreement is appropriate; and

WHEREAS, the Planning Commission has considered the potential for environmental effects as a result of the proposed Development Agreement pursuant to the California Environmental Quality Act (CEQA) and concurs with staff's recommendation.

NOW, THEREFORE, the Planning Commission of the City of Murrieta does resolve as follows:

Docusign Envelope ID: E484A940-E1AB-4727-8CA6-69F952065957

A. The foregoing recitals are true and correct and are incorporated by this reference as if set forth in full.

B. The Planning Commission makes the following findings based on the following facts:

1. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code.

FACTS: The proposed Development Agreement will facilitate the development of the Project which is a major land use initiative within the City's General Plan. The Project, and by association the proposed Development Agreement, implements the following General Plan policies:

• General Plan Goal LU-1 - "A complimentary balance of land uses throughout the community that meets the needs of existing residents and businesses as well as anticipated growth, and achieves the community's vision."

• Policy LU-1.2, Ensure future development provides for a variety of commercial, industry, and housing that serve the spectrum of incomes within the region.

• Policy LU-1.3, Establish a range of residential density and non-residential intensities to encourage a wide range of development opportunities.

• Policy LU-1.5, Encourage a wide variety of retail and commercial services, such as restaurants, and cultural arts/entertainment, in appropriate locations. Goal LU-7 "Economically viable, vital, and attractive commercial centers throughout the City that serve the needs of the community."

• Policy LU-7.1, Work with property owners of vacant commercially zoned property to develop their sites into appropriate, economically viable projects.

• Policy LU7.5, Provide convenient freeway access for regionally-serving commercial centers to attract a regional customer base.

• Policy LU-7.6, Focus commercial retail centers adjacent to major transportation corridors

• Policy LU-7.8, Encourage consolidation of parking and reciprocal access agreements between adjacent business and commercial center property owners.

• Policy LU-7.9, Encourage opportunities for complementary retail and service uses to serve local residents and the daytime employment population.

• Policy LU-7.10, Encourage a range of retail uses that serve local residents in the region. Goal LU-8 –"A community that provides opportunities for mixed use and/or transit-oriented development." 4

• Policy LU-8.1, Encourage integrated development that incorporates a mix of uses (residential, commercial, office) in mixed use or transit-oriented development areas.

• Policy LU-8.6, Encourage higher density residential, commercial, and employment development near a future Metrolink or High Speed Rail Station, along other major public transportation routes, and at other suitable locations. Goal LU-12 –"A focused development and economic development strategy that emphasizes specialized land use policies within identified Focus Areas."

• Policy LU-12.1, Provide for the highest level of retail and job-creating uses in areas adjacent to the I-15 and I-215 freeways. This includes the North Murrieta Business Corridor, Golden Triangle

Docusign Envelope ID: E484A940-E1AB-4727-8CA6-69F952065957

North (Central Murrieta), and South Murrieta Business Corridor Focus Areas. Goal ED-1- "A highly visible and attractive commercial mixed-use regional hub located at the confluence of the I-15 and I-215 freeways in central Murrieta" and policies ED-1.1 & ED-1.3. The project provides the opportunity for a variety of commercial uses including retail, food/restaurant, and service uses which is conveniently located near two major freeways that will serve the region and the local residents. The planned additional services, employment opportunities, and potential fiscal revenue sources are intended to bring further balance to the existing and planned future residential uses in the city. The Specific Plan allows for a higher intensity of development and the Development Plan represents a phase within the specific plan with additional vacant land remaining for future development. Other specific goals and policies the Project is consistent with are: General Plan Goal CIR1. "A circulation system that serves the internal circulation needs of the City, while also addressing the inter-community or through travel needs and corresponding policies" (Policy CIR-1.1, CIR-1.2, CIR-1.3, CIR-1.10), Goal CIR-6 "Alternative travel modes and facilities are available to serve residents and employers/employees and reduce vehicle miles traveled". (Policy CIR-6.8, CIR-6.9, and CIR-6.13).

The Project meets Infrastructure Element Goal INF-1, "New development and redevelopment is coordinated with the provision of adequate infrastructure for water, sewer, storm water, and energy." and corresponding policies INF-1.1, INF-1.4, and INF1.21. The project will construct facilities both on- and off-site to support the area and help protect off-site areas from inundation. These facilities will be constructed by the Developer and then dedicated to the appropriate public agency for ownership.

2. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be in the best interest of the City.

FACTS: The proposed Development Agreement establishes the responsibilities of the City and Developer in carrying out the Project. The City has a strategic interest in creating pathways forward on specific development issues or removing obstacles to facilitate the Project. Rising development costs, a difficult construction financing environment, and the constant changing nature of retail add risk to the Developer that could further delay development of the Project. The proposed Development Agreement allows the Developer to rely on the City to help facilitate specific activities required to develop the Project – relocation of existing billboards and off-site acquisition of property for public right-of-way purposes if needed.

3. The proposed Development Agreement is internally consistent with other applicable provisions of the Development Code.

FACTS: The proposed Development Agreement is consistent with applicable provisions of the Development Code by implementing the Project as approved by the City Council.

4. The proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA).

FACTS: The approval of the proposed Development Agreement is a contemplated subsequent activity covered by the 2024 Addendum approved for the development of the Project by the City Council on August 20, 2024. The proposed Development Agreement implements activities required to carry out the Project covered by the proposed Development Agreement.

Docusign Envelope ID: E484A940-E1AB-4727-8CA6-69F952065957

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Murrieta, California, held on the 13th day of August, 2025.

Dennis Vrooman
Planning Commission Chairperson

ATTEST:

Carl Stiehl
Carl Stiehl, City Planner

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the 13th day of August, 2025 by the following roll call vote:

AYES:	Vrooman, DeSena, Rose
NOES:	None
ABSENT:	LaPaglia
ABSTAINED:	None
RECUSED:	Wojcik

Carl Stiehl
Carl Stiehl, City Planner

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT:

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

RECOMMENDATION

Conduct the Public Hearing and receive public comments;

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

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

PRIOR ACTION/VOTE

On August 13, 2025, the Planning Commission voted to recommend that the City Council approve the proposed ordinance, with the caveat that a greater separation distance be considered (Vote: 3-0-2).

In 2007, the City Council adopted Ordinance No. 382-07, establishing definitions and development standards for group homes, including sober living homes (Vote: 5-0).

In 2010, the City Council adopted Ordinance No. 441-10 clarifying and revising development standards for group homes, including sober living homes (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

Sober living homes came into existence out of the founding of Alcoholics Anonymous through the establishment of “Twelve Step Homes,” as an alternative to institutional treatment for individuals recovering from alcohol addiction in the 1940s. While residents of sober living homes are in recovery, they are considered to be disabled under state and federal disability laws. Operation of these homes requires no state license, and until recently, the operation of a sober living home could not be subject to any local zoning laws that did not otherwise apply to single-family homes.

Sober Living Homes Description

Sober living homes are operated as housing for individuals recovering from drug and alcohol addiction. Federal laws, such as the Fair Housing Amendments Act of 1988 (42 USC §§ 3601-3631) and the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336, 104 Stat. 328 (1990)), protect recovering individuals' rights to live in residential neighborhoods. California law, including the Lanterman Act (Welfare & Inst. Code § 5000 et seq.), Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and California Community Care Facilities Act (Health & Safety Code §§ 1500 - 1567.94), provide similar protections for licensed residential care facilities for six or fewer individuals, requiring local agencies to consider the residents and operator as a family and preventing such facilities from being prohibited. These laws apply to both General Law and charter cities.

Sober living homes today operate largely on a private, market-based model. Because the residents of these homes are considered disabled during their recovery, state and federal laws prioritize the rights of individuals to obtain housing over city and neighborhood concerns regarding traffic, noise, crime, and neighborhood character. The City of Murrieta (City) does not track or otherwise monitor existing sober living homes; however, staff estimates there are around a dozen homes currently operating in the City based on information available on the internet.

Operational Issues

While the intent of sober living homes is to support residents in recovery in a community-based setting, the lack of regulation has led to harmful impacts for both neighborhoods and the disabled residents they serve. Overcrowding, excessive noise, transient populations, and traffic congestion have affected neighborhood stability, while poorly managed or profit-driven operations often fail to provide the supportive, home-like environment envisioned by disability laws. Cities have sought to correct these issues by establishing operational and spacing standards that preserve neighborhood character and prevent “institutionalization” of recovery housing. The operational issues addressed in the proposed ordinance benefit the disabled by promoting stable living environments that foster long-term recovery and align with the principles of resident well-being, safety, and equal housing access.

Documentation of Sober Living Home Operational Impacts on Residents in Recovery

The availability of government funding for the treatment of people suffering from drug and alcohol addiction resulted in the establishment of an extraordinary number of sober living homes that, in some cases, overwhelmed single-family neighborhoods. In 2017, an investigative series by the Southern California News Group (SCNG), identified the extensive and often problematic network of drug and alcohol rehabilitation centers across Southern California it dubbed the “Rehab Riviera” due to the widespread use of unlicensed sober living homes, frequently prioritizing profits over the well-being of recovering addicts. The report highlighted significant harms to both residents of sober living homes and the neighborhoods the homes were

in, and documented issues such as home overcrowding, home overconcentration, resident relapses, emergency service strains, and elevated crime in surrounding areas. For reference, SCNG's reporting is available online at: https://www.ocregister.com/rehab-riviera/. SCNG is the publisher of regional daily newspapers in Southern California, such as the *Press-Enterprise* and the *Orange County Register*.

City of Costa Mesa's Sober Living Ordinance

Federal, state, and local efforts to curb the negative issues commonly associated with unlicensed sober living homes were unsuccessful until 2024 when the City of Costa Mesa's ordinance addressing sober living homes was upheld by the Ninth Circuit Court of Appeals in *THE OHIO HOUSE, LLC V. CITY OF COSTA MESA, No. 22-56181 (9th Cir. 2024).* Generally, the court held that the City's standards benefited disabled residents by establishing requirements that essentially raised the quality of care a disabled resident was likely to receive while recovering from addiction. Costa Mesa's ordinance addresses the following topics:

- Identification of the operators and house manager responsible for the occupants of the home;
- The legal entity responsible for operating the home;
- Policies and procedures critical to operation of the home;
- A limitation on the number of occupants;
- Parking requirements
- Limitations on "care and supervision" as defined by state law;
- House operating requirements;
- Notification requirements to County and City service providers in the event of an eviction;
- Transportation requirements for residents
- Separation requirements to prevent overconcentration of sober living homes in one neighborhood; and
- Rules of conduct for home occupants.

In addition, the ordinance established an application procedure giving city staff the ability to ensure all city standards were met before the sober living home began operations. Existing sober living homes were also required to obtain a use permit.

City of Murrieta Proposed Approach

With the establishment of procedures and operational requirements that prioritized the well-being of sober living home residents, Costa Mesa's ordinance was deemed valid and paved the way for cities to emulate the approaches adopted by Costa Mesa for the benefit of disabled residents. Staff is recommending the City follow Costa Mesa's approach to achieve the same benefits for its current and future residents who may be recovering from drug and alcohol addiction. The proposed ordinance in Attachment 1 lays out an approach styled after Costa Mesa's ordinance.

The only distinction between Costa Mesa's ordinance and the Planning Commission's recommended standards is the separation requirements between sober living homes. Costa Mesa's separation approach is essentially based on a "one home per block" approach. Using that approach, staff recommended the Planning Commission consider a 500-foot separation requirement in single-family zones, and 850 feet in the Rural Residential zone. While the Commission accepted the standards suggested by staff, the Planning Commission encouraged that a greater distance be considered if possible. The record of the Commission's action is included in Attachment 2.

In support of the Planning Commission's motion to the City Council, staff further evaluated the separation requirements. For context, Costa Mesa has a population density of approximately 7,000 persons per square mile over an area of 15.8 square miles. Single-family lot sizes are typically around 6,000 square feet. In contrast, Murrieta's population density is 3,300 persons per square mile over a land area of 33.6 square miles, with minimum lot sizes reaching up to 2.5 acres. The City's character is of a much lower density than Costa

Mesa by roughly half. To maintain a separation requirement that follows Costa Mesa's approach validated by the *Ohio House* decision but in keeping with Murrieta's low-density character, staff recommends the City Council use a 1,000-foot separation requirement for all single-family zones. The proposed standard would allow residents of sober living homes to enjoy the same low-density character that currently exists within the community by doubling the prior recommended approach based on the City's population density per square mile, thus diminishing the possibility of neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise in order to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential environment on par with Murrieta's current character.

Miscellaneous Changes

To accommodate the proposed changes to the Murrieta Municipal Code (MMC) for sober living homes, MMC Section 16.44.150 is replaced in its entirety to omit references to sober living homes adopted in prior ordinances. Similarly, the definitions of "Rooming and Boarding Houses" and Residential Care Homes were modified to omit references to sober living homes in MMC Chapter 16.110. Sober living homes are also now included in the definition of a "Group Home". Operational standards for sober living homes are contained in a new section at MMC 16.44.045.

Reasonable Accommodation

It is important to note that nearly any City standard related to housing is subject to "reasonable accommodation" pursuant to the Americans with Disabilities Act of 1990. Persons with disabilities may apply to have standards or requirements modified in order to have an equal opportunity to use or enjoy housing. The City's requirements for consideration of a reasonable accommodation request are contained in MMC Chapter 16.73. The proposed 1,000-foot separation requirement would be subject to the City's reasonable accommodation process and could result in a reduced separation if granted. The requests are considered on a case-by-case basis by the Development Services Director. The decisions are appealable to the Planning Commission and City Council.

ENVIRONMENTAL

The adoption of the proposed ordinance will not result in a change in the environment and is therefore not a project as defined by CEQA. The proposed changes establish operational development standards to improve the spacing and operations of sober living homes by preventing overcrowding to help disabled residents live in stable, quiet environments. Therefore, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment, whereas here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment.

FISCAL IMPACT

There is no direct impact on the City's budget to adopt the ordinance. The proposed regulations may reduce calls for service to the Murrieta Fire Department and Murrieta Police Department by establishing requirements that ensure sober living homes are operated in a manner that protects the health, safety, and welfare of sober living home residents, and indirectly the neighborhoods in which they are located.

ATTACHMENTS

1. Ordinance No. 624-25
2. Planning Commission Resolution

ORDINANCE NO. 624-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16. 44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, under Article XI, Section 7 of the California Constitution, the City has been granted broad police powers to preserve the character and integrity of its residential neighborhoods, which powers have been recognized by both the California Supreme Court and the United States Supreme Court, the latter of which has stated that "it is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled"; and

WHEREAS, the Federal Fair Housing Act Amendments ("FHAA") and the California Fair Employment Housing Act ("FEHA") prohibit enforcement of zoning ordinances which would on their face or have the effect of discriminating against equal housing opportunities for persons with disabilities; and

WHEREAS, a core purpose of the FHAA, FEHA and California's Lanterman Act is to provide a broader range of housing opportunities for persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by the non-disabled; and

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use; and

WHEREAS, in enacting this Ordinance the City Council of the City of Murrieta is attempting to strike a balance between the City's and its residents' interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by the non-disabled; and

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities (hereafter, "sober living homes"); and

WHEREAS, the Substance Abuse and Crime Prevention Act of 2000 (hereafter, "the Act") adopted by California voters provides that specified first-time drug and alcohol offenders

are to be afforded the opportunity to receive substance abuse treatment rather than incarceration thereby increasing the demand for sober living homes; and

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment; and

WHEREAS, the City of Murrieta has seen an increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes; and

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice; and

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered to be disabled under both the FHAA and FEHA; and

WHEREAS, the City has found that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling; and

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory, helping to preserve the residential character of neighborhoods while also furthering the interest of ensuring that individuals with disabilities are not living in overcrowded environments that are counterproductive to their well-being and recovery; and

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations; (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are involuntarily removed from the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay rents that are significantly higher than market rate; and

WHEREAS, the size and makeup of sober living homes is dissimilar and larger than the City's average household size of approximately 3 persons per dwelling (3.09 persons per household according to the 2025 Department of Finance "E-5 Population and Housing Estimates for Cities, Counties, and the State") published May 1, 2025), creating impacts on water, sewer, roads, parking and other City services that are far greater than the average household. A sober living home would typically house six individuals or more, a number at least double the average

household size of 3.17 persons in Riverside County according to the most recent U.S. federal census data and thus represents approximately the top 10% of household sizes in the County; and

WHEREAS, all the individuals residing in a sober living home are generally over the age of 18, while the average household has just 1.76 individuals over the age of 18 according to the most recent federal census data; and

WHEREAS, the City and public utility providers utilize federal census data and other information relating to the characteristics of residential neighborhoods to, among other things: (1) determine the design of residential homes, residential neighborhoods, park systems, library systems, transportation systems; (2) determine parking and garage requirements of various (bedroom) sizes and density of units; (3) develop its General Plan and zoning ordinances; (4) determine police and fire staffing; (5) determine impacts to water, sewer and other services; and (5) establish impacts fees that fairly and proportionally fund facilities for traffic, parks, libraries, police and fire; and

WHEREAS, due to their highly transient populations, above-average numbers of unrelated adults residing in a single dwelling, and limited regulatory oversight, sober living homes present challenges not typically associated with traditional residential uses, including but not limited to: housing large groups of unrelated adults who may or may not be supervised; disproportionately high numbers of vehicles associated with a single residence, resulting in increased traffic and on-street parking congestion; excessive noise and outdoor smoking that interfere with neighbors' enjoyment of their property; neighbors often unaware of who resides in the home; minimal participation in community activities that foster neighborhood cohesion; a history of opening facilities in violation of the Murrieta Municipal Code with little regard for neighborhood impacts; disproportionate demands on public services such as sewer, water, parks, libraries, transportation infrastructure, fire, and police; tendencies for facilities to cluster in certain areas; and the potential influx of individuals with criminal records; and

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the opportunity to live in residential neighborhoods, as well as providing recovery programs for

individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened; and

WHEREAS, in addition to group homes locating in residential neighborhoods, other state-licensed residential care facilities are also taking up residence in these neighborhoods; and

WHEREAS, the purpose of group homes for persons with disabilities is to provide the disabled an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

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

SECTION 1. Section 16.44.045 is hereby added to Chapter 44 of Title 16 of the Murrieta Municipal Code to read as follows:

"16.44.045 Group Homes
Purpose. This Section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Murrieta Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the disabled that is reasonable and actually bears some resemblance to the opportunities afforded non-disabled individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the disabled and for recovering addicts to be successful in their programs.
A. A group home may locate in any single-family zone with a special use permit provided:

(1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following:

(a) The name, address, phone number and driver's license number of the owner/operator;

(b) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

(i) Every general partner of the partnership,

(ii) Every owner with a controlling interest in the corporation,

(iii) The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

(c) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(d) The name, address, phone number and driver's license number of the house manager;

(e) A copy of the group home rules and regulations;

(f) Written intake procedures;

(g) The relapse policy;

(h) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(i) Blank copies of all forms that all residents and potential residents are required to complete; and

(j) A fee for the cost of processing of the application as set by resolution of the City Council.

No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has a secondary accessory unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory secondary unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility. Integral facilities

include any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one (1) operation. Integral uses include any two (2) or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two (2) or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal codes and zoning regulations.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

(a) Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

(b) Contact the Riverside County Department of Social Services and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

(c) Notify the city's Community Services Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

(d) Provide the information obtained from paragraphs b and c of this subsection and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

(e) Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs a through d of this subsection as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

(a) Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

(b) Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (A)(10) and (A)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (A)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

(a) The sober living home is not located within 1,000 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility in any single-family zone..

(b) All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

(c) The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

(d) The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

(e) The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

(f) The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

(g) The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(h) An applicant may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Chapter 16.73 of this Code.

(B) The special use permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (A)(1) through (A)(14) of this section. At least 10 days prior to issuing a special use permit, the Director shall cause written notice to be mailed to the owner of record and occupants of all properties within 500 feet of the location of the group home. Prior to issuance of the special use permit, the Director shall hold a public hearing

for the purpose of receiving information regarding compliance with the applicable provisions of subsections (A) and (B) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

(a) Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

(b) Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

(c) Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

(d) The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the Director that any of the following additional circumstances exist:

(a) Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

(b) The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

(c) The sober living home, as measured by the closest property lines, is located within 1000 feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 1000 feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (A)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Chapter 16.73 of this Code.

C. Compliance

(1) Existing group homes must apply for a special use permit within 90 days of the effective date of this section.

(2) Group homes that are in existence upon the effective date of this section shall have one year from the effective date of this chapter to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum.

(3) Existing group homes obligated by a written lease exceeding one year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year's grace period pursuant to Director approval."

SECTION 2. Paragraph I of Section 16.44.150 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"I. Rooming and Boarding House. A rooming and boarding house as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards (Short-Term Vacation Rentals that are regulated separately fall outside of this criteria. See, Chapter 5.27 (Short-Term Vacation Rentals) of the Murrieta Municipal Code for further criteria on these uses):

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a rooming and boarding house shall include the following information:

a. Any proposed restrictions or limitations on the resident profile, such as men only, women only, families with children, elderly or special needs;

b. The number of rooms to be used for sleeping purposes, and the maximum number of residents including on-site management staff, if any; and

c. Any proposed limitations on the maximum stay for each resident.

2. Site Location Criteria. In evaluating a proposed rooming and boarding house the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether the use will result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. The proximity of the use to shopping and services, and access to public transportation; and

d. To avoid an over-concentration of rooming and boarding houses there shall be a minimum separation requirement of five hundred (500) feet, measured from the nearest outside building walls, between the subject use and any other rooming and boarding home or other group housing as defined in this title or in state law.

3. Development Standards. Any rooming and boarding house shall comply with the following:

a. Structures and landscaping shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met; and

e. Signs as permitted in Chapter 16.38.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities. Upon the expiration of any conditional use permit, an existing rooming and boarding house or sober living home must comply with the requirements of this Section 16.44.150.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants or residents, or any modifications to the conditions of approval pursuant to the required conditional use permit, shall require the immediate submittal of a request for revision of the required conditional use permit.

J. Parolee-Probationer Home. A parolee-probationer home, as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards.

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a parolee-probationer home shall include the following information:

a. Client profile (the subgroup of the population the facility is intended to serve);

b. Maximum number of occupants, including support staff;

c. Proposed maximum stay for each parolee-probationer;

d. A description of support services to be provided on-site and projected staffing level, if any;

e. Site plan and floor plans; and

f. Rules of conduct and business management plan.

2. Site Location Criteria. In evaluating a proposed parolee-probationer home, the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether establishment of the facility will not result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. Facility shall be located along or near a collector or arterial street with reasonable access to public transportation;

d. Facility shall be accessible to necessary support services;

e. To avoid an over-concentration of parolee-probationer homes, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other parolee-probationer home or other group housing as defined in this title or in state law;

f. To avoid an over-concentration of group housing facilities, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other group housing set forth in this subsection; and

g. That parolee-probationer homes shall not be located within one thousand (1,000) feet of a public or private school (pre-school through twelfth (12th) grade), student housing, senior housing, child care facilities, public parks and trails, or businesses licensed for on- or off-site sales of alcoholic beverages, as measured from any point on the outside walls of the parolee-probationer home to the nearest property line of the noted use.

3. Development Standards. Any parolee-probationer home shall comply with the following:

a. Facility shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met;

e. Signs as permitted in Chapter 16.38;

f. On-site staff supervision shall be required for parolee-probationer homes during all hours of operation;

g. Individual client stays at parolee-probationer homes shall not exceed one hundred eighty (180) days; and

h. The facility's management shall participate in any formal residential crime prevention program (i.e., Crime Free Multi-Housing Program) provided by the city and as required under the conditional use permit and, if the program offers certification, then that certification shall be obtained and maintained in current status.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities.

a. Upon the expiration of any conditional use permit, an existing parolee-probationer home must comply with the requirements of this Section 16.44.150.J.

b. An existing parolee-probationer home established pursuant to any conditional use permit discontinued for any period of time, excluding a maximum thirty- (30-) day closure required to perform necessary repair or restoration which does not increase the square footage of the residence, is deemed abandoned and any subsequent establishment of a parolee-probationer home on the premises shall be required to first obtain a new conditional use permit.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants, residents or parolees-probationers, or modifications to the conditions of approval pursuant to the required conditional use permit shall require the immediate submittal of a request for revision of the required conditional use permit.

SECTION 3. Table 16.08-2 of Section 16.08.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

TABLE 16.08-1
USE TABLE
FOR RESIDENTIAL (SINGLE-FAMILY) ZONING DISTRICTS
Permit Requirement by District

Symbol	Applicable Process						See Chapter
P	**Permitted Land Use - Compliance with development standards and zoning clearance required**						**16.74**
C	**Conditional Use - Conditional use permit required**						**16.52**
"Blank"	**Land use not permitted**						
Land Use (1) (2)	**RR**	**ER-1**	**ER-2**	**ER-3**	**SF-1**	**SF-2**	**See Standards in Section**
Agriculture, Open Space and Resources							
Animal Keeping	P	P	P	P	P	P	16.44.040
Crop Production, Commercial	P	P	P				
Electric Vehicle Charging Stations (7)	P	P	P	P	P	P	15.63, 16.34, 16.44.115
Equestrian Facilities, Commercial	P	P	P	P	P	P	
Kennels Residential/Commercial	P(3)						16.44.040.E. 2.
Nature Preserves	P	P	P				
Plant Nurseries, Commercial	C	C	C				
Open Space	P	P	P	P	P	P	
Wind Conversion Energy Systems (non-commercial)	C						
Communication Facilities							
Satellite Dishes/Antennas	P	P	P	P	P	P	16.44.170A
Wireless Communication Facilities	C	C	C	C	C	C	16.44.170B

Education, Public Assembly and Recreation							
Bingo	C	C	C	C	C	C	16.44.210
Cannabis Cultivation, Processing, Delivery, and Dispensary (Commercial)							
Cannabis Testing Laboratory							
Cannabis Dispensary (Recreational Retail Storefront)							
Medicinal Cannabis Delivery Service (Mobile Activities for Patients and Caregivers)	P	P	P	P	P	P	16.44.250
Medicinal Cannabis Delivery Service (Physical Delivery Logistics Location)							
Churches, places of worship	C	C	C	C	C	C	
Cemeteries, Mortuaries, Crematoriums, Mausoleums	C	C	C				
Golf Courses, Country Clubs, Driving Ranges	C	C	C	C	C		
Private Residential Recreational Facilities	P	P	P	P	P	P	See definition
Schools	C	C	C	C	C	C	
Residential							
Accessory Dwelling Units	P	P	P	P	P	P	16.44.160
Assisted Living/Skilled Nursing	C	C	C	C	C	C	

Bed and Breakfast Inns	C	C	C				
Child Day Care Centers	C	C	C	C	C	C	16.44.050
Group Homes	P(11)	P(11)	P(11)	P(11)	P(11)	P(11)	16.44.045
Home Occupations	P	P	P	P	P	P	16.60.030
Junior Accessory Dwelling Unit	P	P	P	P	P	P	16.44.160
Large Family Day-Care Homes - 9 to 14 children(5)	P	P	P	P	P	P	16.44.050
Manufactured Housing (including mobile homes)(6)	P	P	P	P	P	P	16.44.050
Marijuana Cultivation, Processing, Delivery, and Dispensary							
Medical Marijuana Dispensary							
Medical Marijuana Dispensary, Mobile							
Mobile Home Parks	C	C	C	C	C	C	
Model Homes/Sales Office	P	P	P	P	P	P	
Multi-family Housing						P	
Personal Services (Limited)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	See Definition 5.18, 16.44.270
Residential Accessory Uses and Structures	P	P	P	P	P	P	16.44.150
Residential Care Homes - up to 6 Clients	P	P	P	P	P	P	

Residential Care Homes - 7+ Clients	C	C	C	C	C	C	
Residential Wedding/Event Facilities[4]	C	C	C				16.44.230
Rooming/Boarding Houses	C	C	C	C	C	C	16.44.150I
Short-Term Vacation Rentals (STVRs) - Hosted[8]	P	P	P	P	P	P	5.27 and 16.44.260
Short-Term Vacation Rentals (STVRs) - Non-Hosted[8]	P	P	P				5.27 and 16.44.260
Single-family Homes	P	P	P	P	P	P	
Small Family Day-Care Homes - Up to 8 children[5]	P	P	P	P	P	P	16.44.050
Supportive Housing	P	P	P	P	P	P	16.44.200
Transitional Housing (including SRO/Efficiency units	P	P	P	P	P	P	16.44.200

Notes:
(1) See Section 16.04.020 regarding uses not listed.
(2) See Article VI for definitions of the land uses listed.
(3) Kennels existing as of January 1, 2014 within the RR zone are a legal-conforming land use and are permitted to continue in operation subject to no changes in the existing operation and/or compliance with the development standards contained in Section 16.44.040.E.2.
(4) Minimum five (5) acre property.
(5) Zoning clearance not required.
(6) Any development standards imposed shall be limited to those specified in state law. See California Code of Regulations, Title 25 (Housing and Community Development), Division 1 for additional details and requirements.
(7) For EVCS - Subject to the Minor Conditional Use Permit appeal provisions for identified Public Health and Safety issues as described in Chapter 15.63.
(8) For STVRs - Subject to the Citywide maximum, locational, and operational criteria, as described in Chapter 5.27 and Section 16.44.260 of this Municipal Code.
(9) Limited to a massage accessory use in conjunction with establishment of the following primary uses: assisted living/skilled nursing. No other personal service are permitted. Refer to Section 16.44.270.B.3

(Massage Accessory Use) and Chapter 5.18 (Massage Businesses and Massage Therapists) for additional details.
(10) Refer to Section 5.18.150 (Exemptions) for the types of "Professions and Services" which shall not be classified as a massage establishment.
(11) Subject to a Special Permit issued pursuant to Section 16.44.045.

SECTION 4. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended to revise the following definition to read as follows:

"Rooming and Boarding Houses. A residence or dwelling, other than a hotel, wherein three (3) or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent or rental manager is in residence. Included within the definition of "rooming and boarding house" are parolee-probationer homes as defined herein. Does not include short-term vacation rentals, which are defined under this section and regulated under Chapter 5.27 (Short-Term Vacation Rentals) and Title 16.

SECTION 5. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by adding the following definition:

"Group Home. A facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes include sober living homes but shall not include the following as defined in this code: Assisted Living/Skilled Nursing, Bed and Breakfast Inn, Short-Term Vacation Rental (STVR), Hotel or Motel, Live/Work Facility, Residential Care Homes, Rooming and Boarding Houses, Senior Citizen Congregate Care Housing, Single Room Occupancy (SRO) (also known as an Efficiency Unit), Skilled Nursing-Short Term, Supportive Housing, Transitional Housing and Transitional Housing Development."

SECTION 6 Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by revising the following definition to read as follows:

"Residential Care Homes. Facilities providing residential social and personal care for children, the elderly, and people with limited ability for self-care, but where medical care is not a major element. Includes: children's homes; transitional houses; orphanages; rehabilitation centers; and self-help group homes. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of "Assisted Living/Skilled Nursing." This use definition does not include sober living homes or any other facility that meets the definition of a Group Home, whether licensed or unlicensed."

SECTION 7. This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this 2nd day of September, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 624-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 2nd day of September, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 624-25 was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

_____
Cristal McDonald, City Clerk



Attachment 2- Planning Commission Documents

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

PLANNING COMMISSION
RESOLUTION NO. 2025-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MURRIETA, RECOMMENDING THAT THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT CODE AMENDMENT TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16. 44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, the City of Murrieta ("City") proposes an amendment to the City's Development Code for the purpose of revising and updating Sections 16.08.010 and 16.44.150 ("Development Code Amendment"); and

WHEREAS, the Development Code Amendment makes modifications that address sober living homes group homes and residential care facilities; and

WHEREAS, on August 13, 2025, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Development Code Amendment, at which a staff report was presented, and evidence in the record was provided to support the findings required by the Development Code Section 16.58.080; and

WHEREAS, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and has determined that the proposed Development Code Amendment is appropriate; and

WHEREAS, the Planning Commission, after notice duly given as required by law, held a public hearing on August 13, 2025, at 6:00 p.m., in the City Hall council chamber to consider this proposed Ordinance No. ___-25, and heard all arguments for and against this proposal.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Murrieta does resolve as follows:

Findings and Recommended Approval for Development Code Amendments:

1. The proposed amendment ensures and maintains internal consistency with all of the objectives, policies, general plan land uses, programs and actions of all elements of the general plan;

FACTS: The Development Code is the primary tool for implementing the General Plan, providing regulating standards, identification of permitted uses, and other regulations that support the proper implementation of the General Plan Land Use Element. This Development Code Amendment updates and amends Chapters 16.08, and 16.44 in order to address group homes, sober living homes, and residential care facilities due to the resolution of certain legal issues by the Ninth Circuit Federal Court of Appeals.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

2. The proposed amendment would not be detrimental to the public convenience, health, safety or general welfare of the City;

FACTS: The General Plan promotes the health, safety, and welfare of the City through the listed goals and policies included within each element, the proposed project includes reasonable regulations to ensure that the public convenience, health, safety, and general welfare are protected. The proposed changes would ensure that disabled residents have the same opportunity to enjoy housing as non-disabled residents of the City.

3. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

FACTS: The proposed amendment creates new sections and revises existing new sections within the Development Code related to the topic of group homes, sober living homes, and residential care facilities to ensure there are no inconsistencies.

4. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA);

FACTS: The proposed ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

BE IT FURTHER RESOLVED that based on the written information provided, the public comments received, and findings stated above, the Planning Commission recommends that the City Council adopt the environmental determination and approve the Development Code Amendment amending Chapters 16.08 and 16.44 as shown in the proposed ordinance.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF August, 2025 by the following call vote:

Dennis Vrooman
Planning Commission Chairperson

ATTEST:

Carl Stiehl
Carl Stiehl, City Planner

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the 13th day of August, 2025 by the following roll call vote:

AYES:	Vrooman, Wojcik, Rose
NOES:	None
ABSENT:	LaPaglia
ABSTAINED:	None
RECUSED:	DeSena

Carl Stiehl

Carl Stiehl, City Planner

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16. 44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, under Article XI, Section 7 of the California Constitution, the City has been granted broad police powers to preserve the character and integrity of its residential neighborhoods, which powers have been recognized by both the California Supreme Court and the United States Supreme Court, the latter of which has stated that "it is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled"; and

WHEREAS, the Federal Fair Housing Act Amendments ("FHAA") and the California Fair Employment Housing Act ("FEHA") prohibit enforcement of zoning ordinances which would on their face or have the effect of discriminating against equal housing opportunities for persons with disabilities; and

WHEREAS, a core purpose of the FHAA, FEHA and California's Lanterman Act is to provide a broader range of housing opportunities for persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by the non-disabled; and

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use; and

WHEREAS, in enacting this Ordinance the City Council of the City of Murrieta is attempting to strike a balance between the City's and its residents' interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by the non-disabled; and

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities (hereafter, "sober living homes"); and

WHEREAS, the Substance Abuse and Crime Prevention Act of 2000 (hereafter, "the Act") adopted by California voters provides that specified first-time drug and alcohol offenders

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

are to be afforded the opportunity to receive substance abuse treatment rather than incarceration thereby increasing the demand for sober living homes; and

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment; and

WHEREAS, the City of Murrieta has seen an increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes; and

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice; and

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered to be disabled under both the FHAA and FEHA; and

WHEREAS, the City has found that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling; and

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory, helping to preserve the residential character of neighborhoods while also furthering the interest of ensuring that individuals with disabilities are not living in overcrowded environments that are counterproductive to their well-being and recovery; and

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations; (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are involuntarily removed from the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay rents that are significantly higher than market rate; and

WHEREAS, the size and makeup of sober living homes is dissimilar and larger than the City's average household size of approximately 3 persons per dwelling (3.09 persons per household according to the 2025 Department of Finance "E-5 Population and Housing Estimates for Cities, Counties, and the State") published May 1, 2025), creating impacts on water, sewer, roads, parking and other City services that are far greater than the average household. A sober

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

living home would typically house six individuals or more, a number at least double the average household size of 3.17 persons in Riverside County according to the most recent U.S. federal census data and thus represents approximately the top 10% of household sizes in the County; and

WHEREAS, all the individuals residing in a sober living home are generally over the age of 18, while the average household has just 1.76 individuals over the age of 18 according to the most recent federal census data; and

WHEREAS, the City and public utility providers utilize federal census data and other information relating to the characteristics of residential neighborhoods to, among other things: (1) determine the design of residential homes, residential neighborhoods, park systems, library systems, transportation systems; (2) determine parking and garage requirements of various (bedroom) sizes and density of units; (3) develop its General Plan and zoning ordinances; (4) determine police and fire staffing; (5) determine impacts to water, sewer and other services; and (5) establish impacts fees that fairly and proportionally fund facilities for traffic, parks, libraries, police and fire; and

WHEREAS, due to their highly transient populations, above-average numbers of unrelated adults residing in a single dwelling, and limited regulatory oversight, sober living homes present challenges not typically associated with traditional residential uses, including but not limited to: housing large groups of unrelated adults who may or may not be supervised; disproportionately high numbers of vehicles associated with a single residence, resulting in increased traffic and on-street parking congestion; excessive noise and outdoor smoking that interfere with neighbors' enjoyment of their property; neighbors often unaware of who resides in the home; minimal participation in community activities that foster neighborhood cohesion; a history of opening facilities in violation of the Murrieta Municipal Code with little regard for neighborhood impacts; disproportionate demands on public services such as sewer, water, parks, libraries, transportation infrastructure, fire, and police; tendencies for facilities to cluster in certain areas; and the potential influx of individuals with criminal records; and

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

opportunity to live in residential neighborhoods, as well as providing recovery programs for individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened; and

WHEREAS, in addition to group homes locating in residential neighborhoods, other state-licensed residential care facilities are also taking up residence in these neighborhoods; and

WHEREAS, the purpose of group homes for persons with disabilities is to provide the disabled an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

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

SECTION 1. Section 16.44.045 is hereby added to Chapter 44 of Title 16 of the Murrieta Municipal Code to read as follows:

"16.44.045 Group Homes
Purpose. This Section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Murrieta Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the disabled that is reasonable and actually bears some resemblance to the opportunities afforded non-disabled individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the disabled and for recovering addicts to be successful in their programs.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

A. A group home that may otherwise be considered an unpermitted use may locate in any single-family zone with a special use permit provided:

(1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following:

(a) The name, address, phone number and driver's license number of the owner/operator;

(b) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

(i) Every general partner of the partnership,

(ii) Every owner with a controlling interest in the corporation,

(iii) The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

(c) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(d) The name, address, phone number and driver's license number of the house manager;

(e) A copy of the group home rules and regulations;

(f) Written intake procedures;

(g) The relapse policy;

(h) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(i) Blank copies of all forms that all residents and potential residents are required to complete; and

(j) A fee for the cost of processing of the application as set by resolution of the City Council.

No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has a secondary accessory unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory secondary unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility. Integral facilities include any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one (1) operation. Integral uses include any two (2) or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two (2) or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal codes and zoning regulations.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

(a) Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

(b) Contact the Riverside County Department of Social Services and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

(c) Notify the city's Community Services Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

(d) Provide the information obtained from paragraphs b and c of this subsection and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

(e) Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs a through d of this subsection as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

(a) Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

(b) Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (A)(10) and (A)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (A)(11) of this section by providing remuneration to the occupant for the cost of transportation.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

(a) The sober living home is not located within 500 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility in single-family zones other than the Rural Residential (RR) zone. In the RR zone a sober living home shall not be located within 1,000 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility.

(b) All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

(c) The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

(d) The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

(e) The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

(f) The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

(g) The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(h) An applicant may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

accommodation over and above this section is necessary under state and federal laws, pursuant to Chapter 16.73 of tis Code.

(B) The special use permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (A)(1) through (A)(14) of this section. At least 10 days prior to issuing a special use permit, the Director shall cause written notice to be mailed to the owner of record and occupants of all properties within 500 feet of the location of the group home. Prior to issuance of the special use permit, the Director shall hold a public hearing for the purpose of receiving information regarding compliance with the applicable provisions of subsections (A) and (B) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

(a) Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

(b) Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

(c) Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

(d) The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the Director that any of the following additional circumstances exist:

(a) Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

(b) The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

(c) The sober living home, as measured by the closest property lines, is located within 500 feet, or 1000 feet if in an RR zone, of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 500 feet, or 1000 feet in an RR zone, of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (A)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Chapter 16.73 of this Code.

C. Compliance

(1) Existing group homes must apply for a special use permit within 90 days of the effective date of this section.

(2) Group homes that are in existence upon the effective date of this section shall have one year from the effective date of this chapter to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum.

(3) Existing group homes obligated by a written lease exceeding one year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year's grace period pursuant to Director approval."

SECTION 2. Paragraph I of Section 16.44.150 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"I. Rooming and Boarding House. A rooming and boarding house as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards (Short-Term Vacation Rentals that are regulated separately fall outside of this criteria. See, Chapter 5.27 (Short-Term Vacation Rentals) of the Murrieta Municipal Code for further criteria on these uses):

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a rooming and boarding house shall include the following information:

a. Any proposed restrictions or limitations on the resident profile, such as men only, women only, families with children, elderly or special needs;

b. The number of rooms to be used for sleeping purposes, and the maximum number of residents including on-site management staff, if any; and

c. Any proposed limitations on the maximum stay for each resident.

2. Site Location Criteria. In evaluating a proposed rooming and boarding house the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether the use will result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. The proximity of the use to shopping and services, and access to public transportation; and

d. To avoid an over-concentration of rooming and boarding houses there shall be a minimum separation requirement of five hundred (500) feet, measured from the nearest outside

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

building walls, between the subject use and any other rooming and boarding home or other group housing as defined in this title or in state law.

3. Development Standards. Any rooming and boarding house shall comply with the following:

a. Structures and landscaping shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met; and

e. Signs as permitted in Chapter 16.38.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities. Upon the expiration of any conditional use permit, an existing rooming and boarding house or sober living home must comply with the requirements of this Section 16.44.150.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants or residents, or any modifications to the conditions of approval pursuant to the required conditional use permit, shall require the immediate submittal of a request for revision of the required conditional use permit.

J. Parolee-Probationer Home. A parolee-probationer home, as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards.

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a parolee-probationer home shall include the following information:

a. Client profile (the subgroup of the population the facility is intended to serve);

b. Maximum number of occupants, including support staff;

c. Proposed maximum stay for each parolee-probationer;

d. A description of support services to be provided on-site and projected staffing level, if any;

e. Site plan and floor plans; and

f. Rules of conduct and business management plan.

2. Site Location Criteria. In evaluating a proposed parolee-probationer home, the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether establishment of the facility will not result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. Facility shall be located along or near a collector or arterial street with reasonable access to public transportation;

d. Facility shall be accessible to necessary support services;

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

e. To avoid an over-concentration of parolee-probationer homes, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other parolee-probationer home or other group housing as defined in this title or in state law;

f. To avoid an over-concentration of group housing facilities, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other group housing set forth in this subsection; and

g. That parolee-probationer homes shall not be located within one thousand (1,000) feet of a public or private school (pre-school through twelfth (12th) grade), student housing, senior housing, child care facilities, public parks and trails, or businesses licensed for on- or off-site sales of alcoholic beverages, as measured from any point on the outside walls of the parolee-probationer home to the nearest property line of the noted use.

3. Development Standards. Any parolee-probationer home shall comply with the following:

a. Facility shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met;

e. Signs as permitted in Chapter 16.38;

f. On-site staff supervision shall be required for parolee-probationer homes during all hours of operation;

g. Individual client stays at parolee-probationer homes shall not exceed one hundred eighty (180) days; and

h. The facility's management shall participate in any formal residential crime prevention program (i.e., Crime Free Multi-Housing Program) provided by the city and as required under the conditional use permit and, if the program offers certification, then that certification shall be obtained and maintained in current status.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities.

a. Upon the expiration of any conditional use permit, an existing parolee-probationer home must comply with the requirements of this Section 16.44.150.J.

b. An existing parolee-probationer home established pursuant to any conditional use permit discontinued for any period of time, excluding a maximum thirty- (30-) day closure required to perform necessary repair or restoration which does not increase the square footage of the residence, is deemed abandoned and any subsequent establishment of a parolee-probationer home on the premises shall be required to first obtain a new conditional use permit.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants, residents or parolees-probationers, or modifications to the conditions of approval pursuant to the required conditional use permit shall require the immediate submittal of a request for revision of the required conditional use permit.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

SECTION 3. Table 16.08-2 of Section 16.08.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

TABLE 16.08-1 USE TABLE FOR RESIDENTIAL (SINGLE-FAMILY) ZONING DISTRICTS Permit Requirement by District							
Symbol	**Applicable Process**						**See Chapter**
P	**Permitted Land Use - Compliance with development standards and zoning clearance required**						**16.74**
C	**Conditional Use - Conditional use permit required**						**16.52**
"Blank"	**Land use not permitted**						
Land Use (1) (2)	**RR**	**ER-1**	**ER-2**	**ER-3**	**SF-1**	**SF-2**	**See Standards in Section**
Agriculture, Open Space and Resources							
Animal Keeping	P	P	P	P	P	P	16.44.040
Crop Production, Commercial	P	P	P				
Group Homes	P(11)	P(11)	P(11)	P(11)	P(11)	P(11)	16.44.045
Electric Vehicle Charging Stations (7)	P	P	P	P	P	P	15.63, 16.34, 16.44.115
Equestrian Facilities, Commercial	P	P	P	P	P	P	
Kennels Residential/Commercial	P(3)						16.44.040.E. 2.
Nature Preserves	P	P	P				
Plant Nurseries, Commercial	C	C	C				
Open Space	P	P	P	P	P	P	

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

Wind Conversion Energy Systems (non-commercial)	C						
Communication Facilities							
Satellite Dishes/Antennas	P	P	P	P	P	P	16.44.170A
Wireless Communication Facilities	C	C	C	C	C	C	16.44.170B
Education, Public Assembly and Recreation							
Bingo	C	C	C	C	C	C	16.44.210
Cannabis Cultivation, Processing, Delivery, and Dispensary (Commercial)							
Cannabis Testing Laboratory							
Cannabis Dispensary (Recreational Retail Storefront)							
Medicinal Cannabis Delivery Service (Mobile Activities for Patients and Caregivers)	P	P	P	P	P	P	16.44.250
Medicinal Cannabis Delivery Service (Physical Delivery Logistics Location)							
Churches, places of worship	C	C	C	C	C	C	
Cemeteries, Mortuaries, Crematoriums, Mausoleums	C	C	C				
Golf Courses, Country Clubs, Driving Ranges	C	C	C	C	C		

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

Private Residential Recreational Facilities	P	P	P	P	P	P	See definition
Schools	C	C	C	C	C	C	
Residential							
Accessory Dwelling Units	P	P	P	P	P	P	16.44.160
Assisted Living/Skilled Nursing	C	C	C	C	C	C	
Bed and Breakfast Inns	C	C	C				
Child Day Care Centers	C	C	C	C	C	C	16.44.050
Home Occupations	P	P	P	P	P	P	16.60.030
Junior Accessory Dwelling Unit	P	P	P	P	P	P	16.44.160
Large Family Day-Care Homes - 9 to 14 children(5)	P	P	P	P	P	P	16.44.050
Manufactured Home (including mobile homes)(6)	P	P	P	P	P	P	16.44.050
Marijuana Cultivation, Processing, Delivery, and Dispensary							
Medical Marijuana Dispensary							
Medical Marijuana Dispensary, Mobile							
Mobile Home Parks	C	C	C	C	C	C	
Model Homes/Sales Office	P	P	P	P	P	P	
Multi-family Housing						P	

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

Personal Services (Limited)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	See Definition 5.18, 16.44.270
Residential Accessory Uses and Structures	P	P	P	P	P	P	16.44.150
Residential Care Homes - up to 6 Clients	P	P	P	P	P	P	
Residential Care Homes - 7+ Clients	C	C	C	C	C	C	
Residential Wedding/Event Facilities(4)	C	C	C				16.44.230
Rooming/Boarding Houses	C	C	C	C	C	C	16.44.150I
Short-Term Vacation Rentals (STVRs) - Hosted(8)	P	P	P	P	P	P	5.27 and 16.44.260
Short-Term Vacation Rentals (STVRs) - Non-Hosted(8)	P	P	P				5.27 and 16.44.260
Single-family Homes	P	P	P	P	P	P	
Small Family Day-Care Homes - Up to 8 children(5)	P	P	P	P	P	P	16.44.050
Supportive Housing	P	P	P	P	P	P	16.44.200
Transitional Housing (including SRO/Efficiency units	P	P	P	P	P	P	16.44.200

Notes:
(1) See Section 16.04.020 regarding uses not listed.
(2) See Article VI for definitions of the land uses listed.
(3) Kennels existing as of January 1, 2014 within the RR zone are a legal-conforming land use and are permitted to continue in operation subject to no changes in the existing operation and/or compliance with the development standards contained in Section 16.44.040.E.2.
(4) Minimum five (5) acre property.
(5) Zoning clearance not required.

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

(6) Any development standards imposed shall be limited to those specified in state law. See California Code of Regulations, Title 25 (Housing and Community Development), Division 1 for additional details and requirements.
(7) For EVCS - Subject to the Minor Conditional Use Permit appeal provisions for identified Public Health and Safety issues as described in Chapter 15.63.
(8) For STVRs - Subject to the Citywide maximum, locational, and operational criteria, as described in Chapter 5.27 and Section 16.44.260 of this Municipal Code.
(9) Limited to a massage accessory use in conjunction with establishment of the following primary uses: assisted living/skilled nursing. No other personal service are permitted. Refer to Section 16.44.270.B.3 (Massage Accessory Use) and Chapter 5.18 (Massage Businesses and Massage Therapists) for additional details.
(10) Refer to Section 5.18.150 (Exemptions) for the types of "Professions and Services" which shall not be classified as a massage establishment.
(11) Subject to a Special Permit issued pursuant to Section 16.44.045.

SECTION 4. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended to revise the following definition to read as follows:

"Rooming and Boarding Houses. A residence or dwelling, other than a hotel, wherein three (3) or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent or rental manager is in residence. Included within the definition of "rooming and boarding house" are parolee-probationer homes as defined herein. Does not include short-term vacation rentals, which are defined under this section and regulated under Chapter 5.27 (Short-Term Vacation Rentals) and Title 16.

SECTION 5. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by adding the following definition:

"Group Home. A facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes include sober living homes but shall not include the following as defined in this code: Assisted Living/Skilled Nursing, Bed and Breakfast Inn, Short-Term Vacation Rental (STVR), Hotel or Motel, Live/Work Facility, Residential Care Homes, Rooming and Boarding Houses, Senior Citizen Congregate Care Housing, Single Room Occupancy (SRO) (also known as an Efficiency Unit), Skilled Nursing-Short Term, Supportive Housing, Transitional Housing and Transitional Housing Development."

SECTION 6 Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by revising the following definition to read as follows:

"Residential Care Homes. Facilities providing residential social and personal care for children, the elderly, and people with limited ability for self-care, but where medical care is not a major element. Includes: children's homes; transitional houses; orphanages; rehabilitation centers; and self-help

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

group homes. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of "Assisted Living/Skilled Nursing." This use definition does not include sober living homes or any other facility that meets the definition of a Group Home, whether licensed or unlicensed."

SECTION 7. This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

Docusign Envelope ID: 735B7106-0D84-4617-90F7-381CD360407C

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 25-_____ was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 25-____ was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16. 44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, under Article XI, Section 7 of the California Constitution, the City has been granted broad police powers to preserve the character and integrity of its residential neighborhoods, which powers have been recognized by both the California Supreme Court and the United States Supreme Court, the latter of which has stated that "it is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled"; and

WHEREAS, the Federal Fair Housing Act Amendments ("FHAA") and the California Fair Employment Housing Act ("FEHA") prohibit enforcement of zoning ordinances which would on their face or have the effect of discriminating against equal housing opportunities for persons with disabilities; and

WHEREAS, a core purpose of the FHAA, FEHA and California's Lanterman Act is to provide a broader range of housing opportunities for persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by the non-disabled; and

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use; and

WHEREAS, in enacting this Ordinance the City Council of the City of Murrieta is attempting to strike a balance between the City's and its residents' interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by the non-disabled; and

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities (hereafter, "sober living homes"); and

WHEREAS, the Substance Abuse and Crime Prevention Act of 2000 (hereafter, "the Act") adopted by California voters provides that specified first-time drug and alcohol offenders

are to be afforded the opportunity to receive substance abuse treatment rather than incarceration thereby increasing the demand for sober living homes; and

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment; and

WHEREAS, the City of Murrieta has seen an increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes; and

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice; and

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered to be disabled under both the FHAA and FEHA; and

WHEREAS, the City has found that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling; and

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory, helping to preserve the residential character of neighborhoods while also furthering the interest of ensuring that individuals with disabilities are not living in overcrowded environments that are counterproductive to their well-being and recovery; and

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations; (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are involuntarily removed from the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay rents that are significantly higher than market rate; and

WHEREAS, the size and makeup of sober living homes is dissimilar and larger than the City's average household size of approximately 3 persons per dwelling (3.09 persons per household according to the 2025 Department of Finance "E-5 Population and Housing Estimates for Cities, Counties, and the State") published May 1, 2025), creating impacts on water, sewer, roads, parking and other City services that are far greater than the average household. A sober

living home would typically house six individuals or more, a number at least double the average household size of 3.17 persons in Riverside County according to the most recent U.S. federal census data and thus represents approximately the top 10% of household sizes in the County; and

WHEREAS, all the individuals residing in a sober living home are generally over the age of 18, while the average household has just 1.76 individuals over the age of 18 according to the most recent federal census data; and

WHEREAS, the City and public utility providers utilize federal census data and other information relating to the characteristics of residential neighborhoods to, among other things: (1) determine the design of residential homes, residential neighborhoods, park systems, library systems, transportation systems; (2) determine parking and garage requirements of various (bedroom) sizes and density of units; (3) develop its General Plan and zoning ordinances; (4) determine police and fire staffing; (5) determine impacts to water, sewer and other services; and (5) establish impacts fees that fairly and proportionally fund facilities for traffic, parks, libraries, police and fire; and

WHEREAS, due to their highly transient populations, above-average numbers of unrelated adults residing in a single dwelling, and limited regulatory oversight, sober living homes present challenges not typically associated with traditional residential uses, including but not limited to: housing large groups of unrelated adults who may or may not be supervised; disproportionately high numbers of vehicles associated with a single residence, resulting in increased traffic and on-street parking congestion; excessive noise and outdoor smoking that interfere with neighbors' enjoyment of their property; neighbors often unaware of who resides in the home; minimal participation in community activities that foster neighborhood cohesion; a history of opening facilities in violation of the Murrieta Municipal Code with little regard for neighborhood impacts; disproportionate demands on public services such as sewer, water, parks, libraries, transportation infrastructure, fire, and police; tendencies for facilities to cluster in certain areas; and the potential influx of individuals with criminal records; and

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the

opportunity to live in residential neighborhoods, as well as providing recovery programs for individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened; and

WHEREAS, in addition to group homes locating in residential neighborhoods, other state-licensed residential care facilities are also taking up residence in these neighborhoods; and

WHEREAS, the purpose of group homes for persons with disabilities is to provide the disabled an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

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

SECTION 1. Section 16.44.045 is hereby added to Chapter 44 of Title 16 of the Murrieta Municipal Code to read as follows:

"16.44.045 Group Homes
Purpose. This Section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Murrieta Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the disabled that is reasonable and actually bears some resemblance to the opportunities afforded non-disabled individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the disabled and for recovering addicts to be successful in their programs.

A. A group home that may otherwise be considered an unpermitted use may locate in any single-family zone with a special use permit provided:

(1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following:

(a) The name, address, phone number and driver's license number of the owner/operator;

(b) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

(i) Every general partner of the partnership,

(ii) Every owner with a controlling interest in the corporation,

(iii) The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

(c) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(d) The name, address, phone number and driver's license number of the house manager;

(e) A copy of the group home rules and regulations;

(f) Written intake procedures;

(g) The relapse policy;

(h) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(i) Blank copies of all forms that all residents and potential residents are required to complete; and

(j) A fee for the cost of processing of the application as set by resolution of the City Council.

No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has a secondary accessory unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory secondary unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility. Integral facilities include any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one (1) operation. Integral uses include any two (2) or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two (2) or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal codes and zoning regulations.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

(a) Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

(b) Contact the Riverside County Department of Social Services and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

(c) Notify the city's Community Services Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

(d) Provide the information obtained from paragraphs b and c of this subsection and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

(e) Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs a through d of this subsection as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

(a) Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

(b) Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (A)(10) and (A)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (A)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

(a) The sober living home is not located within 500 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility in single-family zones other than the Rural Residential (RR) zone. In the RR zone a sober living home shall not be located within 1,000 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility.

(b) All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

(c) The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

(d) The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

(e) The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

(f) The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

(g) The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(h) An applicant may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why

accommodation over and above this section is necessary under state and federal laws, pursuant to Chapter 16.73 of tis Code.

(B) The special use permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (A)(1) through (A)(14) of this section. At least 10 days prior to issuing a special use permit, the Director shall cause written notice to be mailed to the owner of record and occupants of all properties within 500 feet of the location of the group home. Prior to issuance of the special use permit, the Director shall hold a public hearing for the purpose of receiving information regarding compliance with the applicable provisions of subsections (A) and (B) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

(a) Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

(b) Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

(c) Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

(d) The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the Director that any of the following additional circumstances exist:

(a) Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

(b) The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

(c) The sober living home, as measured by the closest property lines, is located within 500 feet, or 1000 feet if in an RR zone, of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 500 feet, or 1000 feet in an RR zone, of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (A)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Chapter 16.73 of this Code.

C. Compliance

(1) Existing group homes must apply for a special use permit within 90 days of the effective date of this section.

(2) Group homes that are in existence upon the effective date of this section shall have one year from the effective date of this chapter to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum.

(3) Existing group homes obligated by a written lease exceeding one year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year's grace period pursuant to Director approval."

SECTION 2. Paragraph I of Section 16.44.150 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"I. Rooming and Boarding House. A rooming and boarding house as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards (Short-Term Vacation Rentals that are regulated separately fall outside of this criteria. See, Chapter 5.27 (Short-Term Vacation Rentals) of the Murrieta Municipal Code for further criteria on these uses):

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a rooming and boarding house shall include the following information:

a. Any proposed restrictions or limitations on the resident profile, such as men only, women only, families with children, elderly or special needs;

b. The number of rooms to be used for sleeping purposes, and the maximum number of residents including on-site management staff, if any; and

c. Any proposed limitations on the maximum stay for each resident.

2. Site Location Criteria. In evaluating a proposed rooming and boarding house the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether the use will result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. The proximity of the use to shopping and services, and access to public transportation; and

d. To avoid an over-concentration of rooming and boarding houses there shall be a minimum separation requirement of five hundred (500) feet, measured from the nearest outside

building walls, between the subject use and any other rooming and boarding home or other group housing as defined in this title or in state law.

3. Development Standards. Any rooming and boarding house shall comply with the following:

a. Structures and landscaping shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met; and

e. Signs as permitted in Chapter 16.38.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities. Upon the expiration of any conditional use permit, an existing rooming and boarding house or sober living home must comply with the requirements of this Section 16.44.150.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants or residents, or any modifications to the conditions of approval pursuant to the required conditional use permit, shall require the immediate submittal of a request for revision of the required conditional use permit.

J. Parolee-Probationer Home. A parolee-probationer home, as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards.

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a parolee-probationer home shall include the following information:

a. Client profile (the subgroup of the population the facility is intended to serve);

b. Maximum number of occupants, including support staff;

c. Proposed maximum stay for each parolee-probationer;

d. A description of support services to be provided on-site and projected staffing level, if any;

e. Site plan and floor plans; and

f. Rules of conduct and business management plan.

2. Site Location Criteria. In evaluating a proposed parolee-probationer home, the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether establishment of the facility will not result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. Facility shall be located along or near a collector or arterial street with reasonable access to public transportation;

d. Facility shall be accessible to necessary support services;

e. To avoid an over-concentration of parolee-probationer homes, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other parolee-probationer home or other group housing as defined in this title or in state law;

f. To avoid an over-concentration of group housing facilities, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other group housing set forth in this subsection; and

g. That parolee-probationer homes shall not be located within one thousand (1,000) feet of a public or private school (pre-school through twelfth (12th) grade), student housing, senior housing, child care facilities, public parks and trails, or businesses licensed for on- or off-site sales of alcoholic beverages, as measured from any point on the outside walls of the parolee-probationer home to the nearest property line of the noted use.

3. Development Standards. Any parolee-probationer home shall comply with the following:

a. Facility shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met;

e. Signs as permitted in Chapter 16.38;

f. On-site staff supervision shall be required for parolee-probationer homes during all hours of operation;

g. Individual client stays at parolee-probationer homes shall not exceed one hundred eighty (180) days; and

h. The facility's management shall participate in any formal residential crime prevention program (i.e., Crime Free Multi-Housing Program) provided by the city and as required under the conditional use permit and, if the program offers certification, then that certification shall be obtained and maintained in current status.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities.

a. Upon the expiration of any conditional use permit, an existing parolee-probationer home must comply with the requirements of this Section 16.44.150.J.

b. An existing parolee-probationer home established pursuant to any conditional use permit discontinued for any period of time, excluding a maximum thirty- (30-) day closure required to perform necessary repair or restoration which does not increase the square footage of the residence, is deemed abandoned and any subsequent establishment of a parolee-probationer home on the premises shall be required to first obtain a new conditional use permit.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants, residents or parolees-probationers, or modifications to the conditions of approval pursuant to the required conditional use permit shall require the immediate submittal of a request for revision of the required conditional use permit.

SECTION 3. Table 16.08-2 of Section 16.08.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

TABLE 16.08-1 USE TABLE FOR RESIDENTIAL (SINGLE-FAMILY) ZONING DISTRICTS Permit Requirement by District							
Symbol	**Applicable Process**						**See Chapter**
P	**Permitted Land Use - Compliance with development standards and zoning clearance required**						**16.74**
C	**Conditional Use - Conditional use permit required**						**16.52**
"Blank"	**Land use not permitted**						
Land Use (1) (2)	**RR**	**ER-1**	**ER-2**	**ER-3**	**SF-1**	**SF-2**	**See Standards in Section**
Agriculture, Open Space and Resources							
Animal Keeping	P	P	P	P	P	P	16.44.040
Crop Production, Commercial	P	P	P				
Group Homes	P(11)	P(11)	P(11)	P(11)	P(11)	P(11)	16.44.045
Electric Vehicle Charging Stations (7)	P	P	P	P	P	P	15.63, 16.34, 16.44.115
Equestrian Facilities, Commercial	P	P	P	P	P	P	
Kennels Residential/Commercial	P(3)						16.44.040.E. 2.
Nature Preserves	P	P	P				
Plant Nurseries, Commercial	C	C	C				
Open Space	P	P	P	P	P	P	

Wind Conversion Energy Systems (non-commercial)	C						
Communication Facilities							
Satellite Dishes/Antennas	P	P	P	P	P	P	16.44.170A
Wireless Communication Facilities	C	C	C	C	C	C	16.44.170B
Education, Public Assembly and Recreation							
Bingo	C	C	C	C	C	C	16.44.210
Cannabis Cultivation, Processing, Delivery, and Dispensary (Commercial)							
Cannabis Testing Laboratory							
Cannabis Dispensary (Recreational Retail Storefront)							
Medicinal Cannabis Delivery Service (Mobile Activities for Patients and Caregivers)	P	P	P	P	P	P	16.44.250
Medicinal Cannabis Delivery Service (Physical Delivery Logistics Location)							
Churches, places of worship	C	C	C	C	C	C	
Cemeteries, Mortuaries, Crematoriums, Mausoleums	C	C	C				
Golf Courses, Country Clubs, Driving Ranges	C	C	C	C	C		

Private Residential Recreational Facilities	P	P	P	P	P	P	See definition
Schools	C	C	C	C	C	C	
Residential							
Accessory Dwelling Units	P	P	P	P	P	P	16.44.160
Assisted Living/Skilled Nursing	C	C	C	C	C	C	
Bed and Breakfast Inns	C	C	C				
Child Day Care Centers	C	C	C	C	C	C	16.44.050
Home Occupations	P	P	P	P	P	P	16.60.030
Junior Accessory Dwelling Unit	P	P	P	P	P	P	16.44.160
Large Family Day-Care Homes - 9 to 14 children(5)	P	P	P	P	P	P	16.44.050
Manufactured Home (including mobile homes)(6)	P	P	P	P	P	P	16.44.050
Marijuana Cultivation, Processing, Delivery, and Dispensary							
Medical Marijuana Dispensary							
Medical Marijuana Dispensary, Mobile							
Mobile Home Parks	C	C	C	C	C	C	
Model Homes/Sales Office	P	P	P	P	P	P	
Multi-family Housing						P	

Personal Services (Limited)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	P(9)(10)	See Definition 5.18, 16.44.270
Residential Accessory Uses and Structures	P	P	P	P	P	P	16.44.150
Residential Care Homes - up to 6 Clients	P	P	P	P	P	P	
Residential Care Homes - 7+ Clients	C	C	C	C	C	C	
Residential Wedding/Event Facilities(4)	C	C	C				16.44.230
Rooming/Boarding Houses	C	C	C	C	C	C	16.44.150I
Short-Term Vacation Rentals (STVRs) - Hosted(8)	P	P	P	P	P	P	5.27 and 16.44.260
Short-Term Vacation Rentals (STVRs) - Non-Hosted(8)	P	P	P				5.27 and 16.44.260
Single-family Homes	P	P	P	P	P	P	
Small Family Day-Care Homes - Up to 8 children(5)	P	P	P	P	P	P	16.44.050
Supportive Housing	P	P	P	P	P	P	16.44.200
Transitional Housing (including SRO/Efficiency units	P	P	P	P	P	P	16.44.200

Notes:
(1) See Section 16.04.020 regarding uses not listed.
(2) See Article VI for definitions of the land uses listed.
(3) Kennels existing as of January 1, 2014 within the RR zone are a legal-conforming land use and are permitted to continue in operation subject to no changes in the existing operation and/or compliance with the development standards contained in Section 16.44.040.E.2.
(4) Minimum five (5) acre property.
(5) Zoning clearance not required.

(6) Any development standards imposed shall be limited to those specified in state law. See California Code of Regulations, Title 25 (Housing and Community Development), Division 1 for additional details and requirements.
(7) For EVCS - Subject to the Minor Conditional Use Permit appeal provisions for identified Public Health and Safety issues as described in Chapter 15.63.
(8) For STVRs - Subject to the Citywide maximum, locational, and operational criteria, as described in Chapter 5.27 and Section 16.44.260 of this Municipal Code.
(9) Limited to a massage accessory use in conjunction with establishment of the following primary uses: assisted living/skilled nursing. No other personal service are permitted. Refer to Section 16.44.270.B.3 (Massage Accessory Use) and Chapter 5.18 (Massage Businesses and Massage Therapists) for additional details.
(10) Refer to Section 5.18.150 (Exemptions) for the types of "Professions and Services" which shall not be classified as a massage establishment.
(11) Subject to a Special Permit issued pursuant to Section 16.44.045.

SECTION 4. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended to revise the following definition to read as follows:

"Rooming and Boarding Houses. A residence or dwelling, other than a hotel, wherein three (3) or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent or rental manager is in residence. Included within the definition of "rooming and boarding house" are parolee-probationer homes as defined herein. Does not include short-term vacation rentals, which are defined under this section and regulated under Chapter 5.27 (Short-Term Vacation Rentals) and Title 16.

SECTION 5. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by adding the following definition:

"Group Home. A facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes include sober living homes but shall not include the following as defined in this code: Assisted Living/Skilled Nursing, Bed and Breakfast Inn, Short-Term Vacation Rental (STVR), Hotel or Motel, Live/Work Facility, Residential Care Homes, Rooming and Boarding Houses, Senior Citizen Congregate Care Housing, Single Room Occupancy (SRO) (also known as an Efficiency Unit), Skilled Nursing-Short Term, Supportive Housing, Transitional Housing and Transitional Housing Development."

SECTION 6 Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by revising the following definition to read as follows:

"Residential Care Homes. Facilities providing residential social and personal care for children, the elderly, and people with limited ability for self-care, but where medical care is not a major element. Includes: children's homes; transitional houses; orphanages; rehabilitation centers; and self-help

group homes. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of "Assisted Living/Skilled Nursing." This use definition does not include sober living homes or any other facility that meets the definition of a Group Home, whether licensed or unlicensed."

SECTION 7. This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 25-_____ was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 25-____ was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

9/2/2025
Agenda Item No.

Subject:
Notice of Pending Approval of Final Parcel Map - PM 39214

CITY OF MURRIETA
NOTICE OF PENDING APPROVAL OF FINAL PARCEL MAP - PM 39214
FOR ESPRAY, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

NOTICE IS HEREBY GIVEN that on September 2, 2025, at 6:00 PM at City Hall, 1 Town Square, Murrieta, CA 92562, the City Council shall be notified of review and approval of final map application for Parcel Map 39214 (TPM 39214).

An application was filed by Espray, LLC., A California Limited Liability Company for Tentative Parcel Map No. 39214 to subdivide 26.325 gross acres for Finance and Conveyance Purposes.

Engineering staff have completed a review of the final map for conformance with the Subdivision Map Act and the Murrieta Municipal Code. Final Parcel Map PM 39214 conforms to the conditions of approval and the tentative parcel map. All dedications and mitigation required in the conditions of approval have been offered and secured.

The mylars of the original final parcel map are available for review at the Engineering Department Counter, Monday - Friday 8 AM - 5 PM.

Any questions concerning this matter should be directed to Jennifer Chamberlain, Development Services Technician at JChamberlain@MurrietaCA.gov <mailto:JChamberlain@MurrietaCA.gov> or 951-461-6072.