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

Tuesday, November 18, 2025
3:30 PM WORKSHOP
5:00 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

3:30 PM WORKSHOP

CALL TO ORDER

ROLL CALL

WORKSHOP

WS1. Hillside Updates (DCA-2021-2396) - Workshop 5

Recommended Action:

Receive public comments and discuss the proposed ordinance; and

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

RECESS

5:00 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

CLOSED SESSION

CS1. Conference with Legal Counsel
The City Council will conduct a closed session with the City Manager, Assistant City Manager, Administrative Services Director and City Attorney pursuant to Government Code section 54956.95(b), to consider the following worker's compensation claim(s): Weller (Claim No. 23-171302), and Schloss (Claim No. 25014888).

CS2. Conference with Legal Counsel
Anticipated Litigation The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for one case.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER

ANNOUNCEMENT OF CLOSED SESSION ACTION

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

Proclamation: Retirement - Corporal Matt Mozingo

Presentation: Champion for Murrieta

Presentation: Waste Management - Recycling All Stars

APPROVAL OF AGENDA

DEPARTMENT/COMMISSION ANNOUNCEMENTS

CITY MANAGER - ADMINISTRATIVE UPDATE

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

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

PUBLIC COMMENTS (NON-AGENDA)

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

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 12

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 November 4, 2025 Regular City Council meeting minutes.

3. Check Register September 2025

Recommended Action:

Adopt a Resolution 25-4893 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of September 2025*.

4. Monthly Investment Transaction Report for September 2025

Recommended Action:

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

5. Treasurer's Report - Quarter 1 of Fiscal Year 2025/26

Recommended Action:

Receive the Fiscal Year 2025/26 Treasurer's Reports for Quarter 1 (July - September 2025).

6. Murrieta Children's Library Expansion Project - Furniture, Fixtures & Equipment

Recommended Action:

Authorize the purchase and installation of furniture, fixtures, and equipment for the Murrieta Children's Library Expansion Project in an amount not-to-exceed $506,146.05; and

Authorize the City Manager and/or designee to execute all necessary documents to facilitate the purchase of the furniture, fixtures, and equipment for the Expansion Project.

7. Acceptance of a State of California Office of Traffic Safety Grant Award for Fire Department Vehicle Extrication Equipment

Recommended Action:

Adopt a Resolution No. 25-4894 entitled: *A Resolution of the City Council of the City of Murrieta, California Accepting a Grant Award through the Regional Crash Response and Extrication Improvement Program Administered by the State of California Office of Traffic Safety;*

Accept a State of California Office of Traffic Safety Program Grant Award in the amount of $120,000;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the $120,000 in grant funds and carry over any unused grant budget to Fiscal Year 2026/27; and

Authorize the Fire Chief, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designee's earlier execution of the grant agreement.

8. Acceptance of a Grant from the Office of Traffic Safety Department of Alcoholic Beverage Control

Recommended Action:

Adopt Resolution No. 25-4895 entitled: *A Resolution of the City Council of the City of Murrieta, California Accepting a Grant through the Alcohol Policing Partnership Administered by the Department of Alcoholic Beverage Control*; and

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

9. Approve an Agreement with American Emergency Products for Police Vehicle Equipment Installation Services

Recommended Action:

Approve a five year on-call agreement with American Emergency Products for Police Vehicle Equipment Installation Service; and

Authorize the City Manager to execute the Agreement.

10. Agreement for Right-of-Way Consulting Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

Recommended Action:

Approve the Agreement for right-of-way consulting services for the Keller Road at I-215 Interchange, Capital Improvement Plan No. 8449, with Monument ROW, Inc., in the amount of $382,682.16;

Authorize a 10% contingency of $38,268.21; and

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

11. Transportation Uniform Mitigation Fee Reimbursement Agreement - Amendment No. 1 for Keller Road/Interstate 215 Interchange, CIP No. 8449

Recommended Action:

Amend the Fiscal Year (FY) 2025/26 Capital Improvement Plan to establish an appropriation for Capital Improvement Project No. 8449, as detailed in the fiscal impact statement;

Approve Amendment No. 1 to the Reimbursement Agreement with the Western Riverside Council of Governments for the Keller Road at I-215 Interchange Project, CIP No. 8449, WRCOG project number 16-SW-MUR-118; and

Authorize the Mayor to execute the Agreement Amendment No. 1.

12. Update City Public Works Standard Drawings

Recommended Action:

Adopt Resolution No. 25-4896 entitled*: A Resolution of the City Council of the City of Murrieta, California, Adopting the City Public Works Standard Drawings.*

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

13. Public Hearing and Second Reading of Ordinance No. 625-25 Adopting the 2025 California Building Standards Code

Recommended Action:

Conduct a Public Hearing; and

Conduct the Second Reading and adopt Ordinance No. 625-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the 2025 California Building Standards Code*.

14. Second Reading of the 2025 Fire Code and California Wildland Urban Interface Code

Recommended Action:

Conduct a Public Hearing;

Conduct the second reading and approve Ordinance No. 626-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the California Fire Code, 2025 Edition, Based on the 2024 International Fire Code Including Local Amendments and Additions*; and

Conduct the second reading and approve Ordinance No. 627-25 entitled: *An Ordinance of the City Council, Adopting the 2025 California Wildland-Urban Interface Code, Based on the 2024 International Wildland-Urban Interface Code, Including Local Amendments and Additions*.

NOTIFICATIONS

Pending Approval of Final Parcel Map - PM 38310

RECONSIDERATION

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ADJOURNMENT

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

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

SUBJECT: Hillside Updates (DCA-2021-2396) - Workshop 5

RECOMMENDATION

Receive public comments and discuss the proposed ordinance; and

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

PRIOR ACTION/VOTE

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

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

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

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

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

On October 21, 2025, the City Council held its fourth workshop on this item (Attachment 5). The discussion centered on when to apply the standards. The City Council came to consensus on the following topics pertaining to the application of the hillside standards:

- **Applicability of Standards**
  - Hillside Areas shall be limited to those areas shown on the proposed Hillside Overlay Area map,

depicting areas with a slope of 25 percent or greater.

- Hillside Areas will not be applied on a Citywide basis, rather they will be limited to residential and open space areas only.
- The 25 percent slope standard was determined to be the correct standard for a property to be considered in a Hillside Area, and not 20 percent, which is a conflicting standard currently described in the City's Development Code.

- **Specific Plans**

  - Specific Plans will not be subject to the updated Ordinance since they were originally adopted with their own standards.
  - Specific Plans will be shown on the Hillside Overlay Area map with a footnote to refer to the Specific Plan document.
  - Developed and undeveloped parcels will be a layer within the City's Geographic Information System (GIS) data.

- **Use Of Geographic Information Systems (GIS) and Average Slope Formula**

  - Applicants can elect to use the City's Hillside Overlay Area map to replace the average slope formula approach but also retain the ability to use the existing average slope formula in the Development Code with a CAD-based program as an alternative if there is a disagreement over a property's average slope.

CITY COUNCIL GOAL

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

BACKGROUND

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

For details about the historical context of the hillside development standards and why these updates are being brought forward, please refer to the "Background Section" as provided within Attachments 1, 2, 3, 4, and 5. Staff is bringing forward these updates in a continued workshop format for the City Council to review the proposed standards and provide input ahead of a future public hearing.

DISCUSSION / NEXT STEPS

The primary objective of these updates is to enhance the clarity and precision of the development standards, thereby facilitating their consistent application. Through the refinement of language and improved accuracy, these revisions aim to minimize ambiguity, streamline the review process, and promote greater efficiency in the use of time and resources related to hillside development.

In the context of the General Plan, the statements below guide and encourage responsible stewardship, conservation, and sustainable management of the City's hillside resources. The City's standards have sought

to provide a balance between the protection of community interests with the facilitation of responsible and feasible development in hillside areas.

General Plan Statements - Hillside Development

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

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

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

The focus of this next workshop, Workshop 5, is to discuss retaining wall criteria and desired landscaping standards.

Retaining Wall Use & Design in Hillside Areas

Retaining walls are used in hillside areas to stabilize soil, prevent erosion, and create level surfaces that can safely support buildings, driveways, patios, or landscaping. By holding back (retaining) earth that would otherwise slide or wash away, they reduce the risk of slope failure and can protect downslope structures and infrastructure. The use of retaining walls allows property owners to make practical and attractive use of otherwise unusable terrain, turning steep or uneven ground into functional, accessible space.

Best practices for retaining wall design include the following:

- Choosing materials, colors, and textures that complement nearby buildings and natural features.
- Designing walls as a natural element rather than just a means to manipulate a site's topography.
- Terracing tall walls to create a more human scale, turning a potentially large and unyielding monolithic space into layered garden space.
- Integrating seating, planters, or lighting, to soften a wall's appearance and make it functional as well as attractive.
- Using wall placement and curvature to influence how it reads visually, whether it feels harsh and engineered or relates to the development's end users.

The goal is to blend strength with style to allow retaining walls that support the site while enhancing the overall look of a project. With these approaches in mind, staff has crafted the following **Focus Topics** concerning retaining walls, following the same approach used to direct staff on the issue of the "Applicability of Standards" from the Hillside Workshop of October 21, 2025.

Retaining Wall Focus Topic No. 1 - Identify Desired Retaining Wall Forms in both Hillside and Non-Hillside Areas of the City

The most common retaining walls in the City take the form of a traditional concrete masonry unit (CMU) block or geogrid walls. CMU walls rely on the strength of reinforced concrete blocks, while geogrid walls use synthetic grids embedded in soil to stabilize steeper slopes. Examples are shown below.

CMU Retaining Walls

CMU retaining walls are constructed from concrete masonry units, commonly known as concrete blocks. These walls are typically built in layers, with the hollow cores of the blocks reinforced with steel bars and filled with concrete to increase strength and stability. CMU walls can function as gravity walls, relying on their own

weight to resist lateral soil pressure, or as reinforced walls, which incorporate additional steel to support higher loads.

In general, they are durable, fire-resistant, and generally long-lasting. Properly engineered CMU walls provide both structural support and aesthetic flexibility, as they can be textured with stucco, colored, or veneered to blend in with the surrounding environment.



Image 1 - Example of a Decorative Retaining Wall with Stucco Coating to Match Residence



Image 2 - Example of a Decorative Retaining Wall with Stone Veneer Finish with Tiering and Landscaping (Laguna Niguel, CA)



Image 3 - Example of a Decorative Retaining Wall with Stone Veneer Finish



Image 4 - Example of a Decorative Retaining Wall with Split-Face Finish



Image 5 - Example of a Decorative Keystone Wall with Landscaping

Retaining Wall Use Considerations

Pros

- Aesthetic versatility with various finishes (stucco, stone veneer, keystone, split-face).
- Quick to install, especially with modular blocks.
- Ideal for smaller to medium-sized projects.

Cons

- Limited height capacity without a significant footing base width.
- May require extensive trenching/excavation for taller walls.
- They are not suitable for areas with unstable soil or high-water tables without additional reinforcement.



Image 6 - Conventional Retaining Wall Installation

Geogrid Walls

Geogrid retaining walls are structures that stabilize soil by incorporating layers of geogrid, a synthetic, grid-like material, within the backfill behind the wall. These walls rely on the tensile strength of the geogrid to interlock with the soil, creating a reinforced mass that resists lateral earth pressure. The wall face can be constructed from concrete panels, masonry blocks, or other materials, but the structural stability comes primarily from the geogrid-reinforced soil.

Geogrid walls are flexible, allowing them to adapt to minor soil movements without cracking, and are commonly used for tall walls, steep slopes, and hillside developments. They offer advantages such as efficient use of materials, cost-effectiveness, and provide relatively fast construction, though proper engineering, quality backfill, and attention to facing durability are essential for long-term performance.



Image 7 - Example of a Decorative Geogrid Wall with Tiering and Landscaping (Lake Forest, CA)



Image 8 - Example of a Decorative Geogrid Wall with Tiering and Landscaping (Vista, CA)



Image 9 - Example of a Decorative Geogrid Wall with Tiering and Landscaping (San Marcos, CA)



Image 10 - Example of a Geogrid Wall with Tiering - Prior to Landscaping (Temecula, CA)



Image 11 - Example of a Geogrid Wall with Landscaping - Santa Rosa Highlands (Murrieta, CA)

Geogrid Wall Use Considerations

Pros

- Suitable for taller walls with reduced footprint
- Enhanced stability in areas with poor soil conditions
- Improved drainage properties, reducing hydrostatic pressure.
- Cost-effective for large-scale projects

Cons

- Requires significant excavation to install geogrid layers.
- Installation complexity increases with wall height.
- Aesthetic options may be more limited (can't stucco over to match nearby structures) compared to CMU walls.
- May limit the future installation of pools as the geo-fabric cannot be disturbed



Image 12 - Geogrid Wall Installation



Image 13 - Geogrid Wall Installation

Key Policy Questions Regarding Retaining Wall Type

With the descriptions above, the key policy questions concerning retaining walls are as follows:

a) Should the City establish a preference between geogrid and standard (e.g., CMU) retaining walls, or permit both options based on site-specific conditions?

b) Should specific finish materials, such as stucco, split-face block, or stone veneer, be identified as preferred or required treatments?

c) Should geogrid wall systems incorporate decorative color combinations, muted tones, or provide flexibility to allow either approach?

d) Should these retaining wall design standards be implemented citywide, or limited to designated hillside areas?

Retaining Wall Focus Topic No. 2 - Identify Desirable Hillside Retaining Wall Development Standards

Standards for the height and appearance of retaining walls are essential in hillside areas because they balance safety while addressing a hillside's natural character. Height limits help prevent oversized or visually dominant walls. At the same time, aesthetic requirements ensure that walls blend with the surrounding landform, use materials and colors that fit the environment, and consider the scenic quality that hillsides add to a community.

Current Requirements - Hillside Retaining Walls:
The following standards apply to retaining walls in hillside areas and are summarized from MDC Section 16.24.060. The standards address height as well as design:

• **Hillside walls cannot be too tall at once -** Walls can be up to six (6) feet tall. The use of multiple walls requires a terraced approach with six (6) feet of landscaping between them. No more than two walls can be used together. The standards do not explain the ability to use this approach more than once. It is implied that a series of walls could be used if there is more than a six foot horizontal separation without limit, such as a design that spaces retaining walls every 6.5 feet.

• **Front yards have extra limits -** In front yards, each wall can only be three (3) feet tall, and terraced walls need three (3) feet of space between them for landscaping.

• **Some walls can be higher if part of a building -** If the wall is built into the house structure, it can be taller but must fit land contours and landscaped.

• **Special "crib walls" could be allowed -** These are approved case-by-case.

• **Walls should match adjacent buildings -** Materials and colors should look similar to what's next to them. Natural stone is encouraged.

• **Walls seen from the street must have visual interest -** Designs should incorporate planters, differing materials, and plane variation.

• **Walls must follow the shape of the land -** Walls should follow land contours.

Retaining Wall Height and Design Considerations

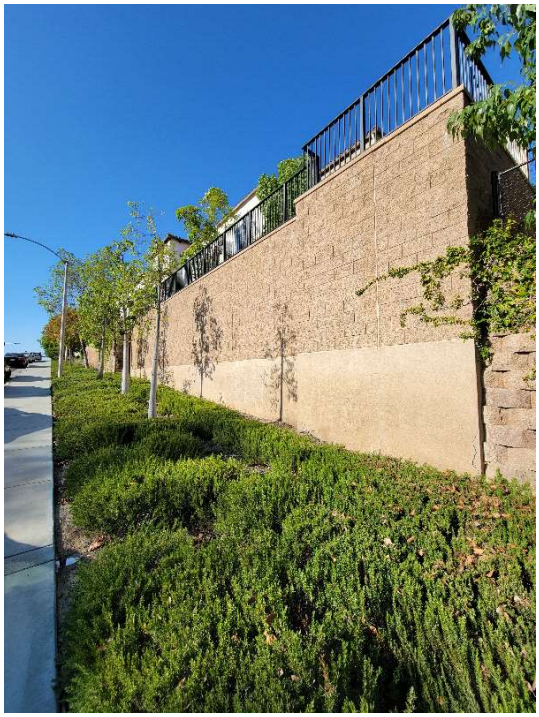
Pros

- Multiple levels prevent wall failure and soil slippage, especially in steep or expansive soil conditions.
- A stepped design allows better water infiltration and drainage between wall levels, reducing hydrostatic pressure behind the wall.
- Step-backs soften the visual impact of a tall retaining wall by breaking it into smaller, landscaped tiers.
- Allows for integration of plants, shrubs, or decorative rock features, enhancing curb appeal and blending into natural surroundings.
- Terraced walls can promote vegetation growth, reduce erosion, and create opportunities for stormwater absorption.
- Smaller, segmented wall sections are easier to repair or replace than one large, continuous structure.

Cons

- Step-back wall designs require more horizontal space on the slope, which can reduce usable lot area - particularly with smaller properties.
- Allowing an unlimited number of stepped retaining walls reduces the natural appearance of hillside areas.
- Terraces with vegetation may require ongoing irrigation and upkeep to remain attractive and functional.
- Not practical in locations where setbacks, property lines, or existing structures limit available space for the step-back.

Retaining Wall Focus Topic No. 3 - Identifying Desired Retaining Wall Forms in Both Hillside and Non-Hillside Areas of the City



Current Requirements - Non-Hillside Retaining Walls:

The following information summarizes the Municipal Development Code (MDC) requirements for retaining walls, including standards for height, setbacks, materials, and landscaping to ensure safety and compatibility with surrounding development.

Sections 16.18.140 and Chapter 16.22 applies to all walls built in non-hillside areas of the City:

- **Small walls do not have many rules -** Retaining walls up to four (4) feet can be built in a setback.

Image 14 - Non-Hillside, Tall Retaining Wall without a Step-back

(Murrieta, CA)

- **Walls up to six (6) feet have simple rules -** They can be within a setback as long as the exposed side faces into the property.

- **Walls over six (6) feet follow building setback rules -** These walls must follow the same setback rules as a house, even if they are not as tall as the building.

- **Fence Height Limits**
    i. Fences can be up to three (3) feet tall in the front setback and up to six (6) feet everywhere else. Two additional feet are allowed if the top uses wrought iron or other see-through material.
    ii. Fences can go up to 10 feet tall using the setback requirements for the zone.
    iii. A fence taller than 10 feet might be allowed subject to Director approval.

Recommendation

Non-Hillside Areas

In the absence of landscaping with a proposed retaining wall design, staff recommends a minimum step-back of six feet for retaining walls at a wall elevation of twelve feet in height. Currently, a retaining wall could be installed as high as 10 feet or more if approved by the Director provided it is outside of a given setback. Having a maximum height limit is preferred.

Implementing a terraced step-back feature to help counteract a tall wall interface would facilitate vegetation establishment, mitigate erosion, and enhance opportunities for stormwater infiltration. Conversely, when landscaping is incorporated into the retaining wall design, staff's recommended approach is that a potentially greater wall height may be permitted, as the additional vegetation serves to reduce visual impacts and soften the edges of the wall face.

Hillside Areas

Currently, terraced retaining walls in Hillside Areas are limited to six feet in height, must be separated by a minimum of six feet, and no more than two walls may be placed together. Walls within front yard setbacks are limited to three feet in height, must be separated by at least three feet, and require landscaping for screening.

Staff recommends there be greater flexibility by potentially removing the three-foot front step-back and increasing the two-wall limitation while maintaining step-backs equal to the wall height with a maximum height of six (6) feet. Consistent with the approach in Non-Hillside Areas, incorporating landscaping into the retaining

wall design may allow for greater wall heights, as the vegetation helps reduce visual impacts and soften slope edges.

Key Policy Questions To Resolve Concerning Retaining Wall Form

a) Should a minimum six-foot horizontal step-back be implemented at twelve feet in Non-Hillside Areas?

b) Should more than two walls be allowed in a stepped fashion, and should the maximum wall height and landscaped setback remain at six (6) feet?

c) Should wider landscaped areas between walls allow for increased wall heights, and what standards should define “acceptable” height increases in both Hillside and Non-Hillside Areas?

d) Should the current restrictions on front-yard retaining wall criteria in Hillside Areas, specifically the three -foot step-back at three feet in elevation, be removed to allow greater design flexibility?

HILLSIDE LANDSCAPING

Time permitting at the workshop, staff has included the Landscape Focus Topic for discussion.

Landscaping Focus Topic No. 1 - Use of Landscaping to help screen structures on Hillside Areas

Screening Techniques at Hillside Areas

During the City Council workshop on June 17, 2025, several members expressed interest in re-examining the applicability screening techniques for Hillside Areas. While this topic has been discussed at various points in previous workshops, staff is seeking guidance to establish a definitive approach for moving forward.



Image 15 - Example of Landscape Screening on a Hillside

Current Requirements:

The following summarizes the Municipal Development Code (MDC) requirements from Section 16.24.060(E):

• Use plants that naturally belong in the area.
Native and naturalized plants help the hillsides look like they have always been there, rather than looking artificially planted.

• Help development blend into the landscape.

Landscaping should soften or screen man-made features such as walls, graded slopes, and building edges so they do not visually dominate the hillside.

• Restore natural planting patterns.
New landscaping should follow the way plants naturally grow in local canyons and valleys, using irregular groupings instead of uniform rows.

• Replace what was removed.
If trees or other major vegetation are taken out, new plantings should re-create a “green backdrop” and preserve the natural look of the skyline.

• Stabilize slopes and control erosion.
Slopes that have been graded or disturbed must be replanted with deep-rooted groundcover, and taller slopes should also include shrubs and trees to help keep soil in place.

• Use erosion-control materials when needed.
On steeper or freshly graded slopes, or during certain seasons, materials like jute mesh may be required to hold the soil until plants become established.

• Keep natural areas intact where possible.
In canyons or along natural drainage areas, existing native vegetation should be kept and supplemented unless safety or fire rules require otherwise.

• Landscape visible and shared areas well.
Front yards, edges along streets, and common open spaces should be planted and irrigated so they fit comfortably into the hillside setting.

• Use smart, efficient irrigation.
Irrigation should support slope stability without overwatering, rely on efficient methods like drip systems, and be designed so plants eventually need little to no extra water.

• Provide defensible space in fire-prone areas.
Where development borders high fire-risk zones, a maintained buffer area is required to reduce fire danger and protect homes. Defensible space continues to evolve given recent fire regulations adopted by the state, such as “zone zero”, where no flammable material can be located near a structure.

Hillside Landscaping Considerations

Pros

- Landscaping helps new development blend into the natural terrain, reducing the visual impact of structures, retaining walls, or other engineered features.
- Vegetation stabilizes soil on slopes, reducing the risk of landslides or erosion.
- Plantings can improve water absorption and reduce runoff, helping mitigate localized flooding and water pollution.
- Trees, shrubs, and groundcover can visually soften retaining walls, graded slopes, and other structural elements.

Hillside Landscaping Considerations

Cons

- In fire-prone areas, certain types of vegetation may increase wildfire hazards if not properly managed.
- Plants require ongoing care, including irrigation, pruning, and replacement of dead or diseased vegetation.
- New plantings can take several years to fully mature, delaying the visual effectiveness of the screening.
- Taller structures may not be fully hidden by landscaping, particularly in the early years before plants mature.

Alternatives Previously Discussed:

At prior City Council workshops addressing this topic, a variety of aesthetic options were considered to ensure that new development would be visually compatible with the surrounding environment. Among the options discussed were the use of muted earth-tone colors for building facades and for areas of landform depressions at ridgelines (e.g. berms). These concepts were intended to minimize visual contrast and help structures blend more naturally into the landscape.

After reviewing these alternatives, the City Council did not express interest in requiring use of muted earth-tone colors or berms, but did express a clear preference for employing landscaping as a primary screening method. This approach emphasizes the strategic use of vegetation and natural plantings to soften visual impacts, enhance site integration, and provide a more sustainable and aesthetically pleasing solution for both buildings and graded areas. Moving forward, staff intends to prioritize these landscaping techniques as the recommended method for achieving visual compatibility in applicable areas.

Recommendation

Staff agrees that landscaping should be utilized as the primary screening technique in hillside areas due to its ability to enhance visual integration, mitigate environmental impacts, and improve site sustainability. By strategically incorporating native vegetation, trees, and shrubs in concert with working with Murrieta Fire and Rescue, projects in Hillside Areas can blend more seamlessly into the natural terrain, reducing the visual prominence of structures, retaining walls, and graded slopes.

Key Policy Question To Resolve Concerning Landscaping for Screening

a) Does the Council agree with the proposed approach to incorporate landscaping techniques for the screening of structures at Hillside Areas?

Conclusion

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

The primary focus is on revising development standards to make them clearer, more precise, and easier to apply for homeowners, project applicants, and staff. Simplified language and improved accuracy will reduce confusion, streamline reviews, and save time and resources, creating a more transparent and efficient system that benefits everyone.

At the same time, staff recognizes the need to avoid placing undue burdens on homeowners and applicants. The standards aim to strike a careful balance between protecting hillside areas and allowing development. This approach fosters responsible growth that respects environmental conditions while supporting the community's long-term vision for hillside management.

If there is City Council consensus on all questions from the preceding focus topics, the next step will be to introduce an Ordinance for first reading with the proposed modifications. However, the draft ordinance may need to go back to the Planning Commission for a recommendation based on the scope of the proposed modifications compared to what was originally presented. Staff will solicit input from the City Attorney's office on a path forward.

FISCAL IMPACT

None.

ATTACHMENTS

1. Planning Commission Ordinance Introduction Staff Report, June 28, 2023
2. City Council Workshop 1 Staff Report, August 15, 2023
3. City Council Workshop 2 Staff Report, March 5, 2024
4. City Council Workshop 3 Staff Report, June 17, 2025
5. City Council Workshop 4 Staff Report, October 21, 2025
6. Citywide - Hillside Overlay Map Exhibit - With Specific Plans
7. Draft Ordinance - Title 16 - Strikeout-Underline
8. Correspondence - Prior to Workshop 3

Final Action
☒ City Council
☐ Planning Commission

Planning Commission Meeting Agenda Report

Subject:	Hillside Updates (DCA-2021-2396) to amend Chapters 8.20 and 15.52 of the Murrieta Municipal Code, and to amend the Murrieta Development Code (Title 16) for the purpose of revising and updating Chapters 16.08, 16.10, 16.11, 16.12, 16.13, 16.14, 16.18, 16.22, 16.24, 16.28 and new Sections 16.24.080, entitled "Exceptions", 16.24.090, entitled "Reserved", 16.24.100, entitled "Hillside Overlay Map", and 16.24.110, entitled "Prominent Ridgelines Map"
Date:	June 28, 2023
Prepared by:	Christopher Tracy, AICP, Senior Planner
Reviewed by:	Carl Stiehl, Interim City Planner
Approved by:	Jarrett Ramaiya, Deputy Development Services Director
	David Chantarangsu, AICP - Development Services Director

RECOMMENDATION

1. Find that the proposed action is consistent with the Public Resources Code Section 21000 et. Seq. (the California Environmental Quality Act (CEQA)) pursuant to Title 14, Division 6, Chapter 3 of the California Code of Regulations (CEQA Guidelines), Section 15162 for the reasons specified in this report; and

2. Receive public comments; and

3. Adopt a Resolution (Attachment 1) recommending that the City Council introduce and place on first reading an Ordinance for the Title 16 updates reflective of Attachment 1.3 and Attachment 1.4 (Exhibits "C" and "D").

BACKGROUND

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

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

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

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

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

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

Development Advisory Group

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

Planning Commission Workshop 1

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

Planning Commission Workshop 2

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

1. Code conflicts for measuring building height, and staff's recommendation to use an specific grade reference point that accounts for topography.

2. Hillside mapping using Geographic Information Systems (GIS) software.

3. Removal of the Average Slope Calculation from the Development Code and replacement with GIS information for identification of slope contours using 2-foot contour data.

4. Ridgeline mapping using GIS software for identification of these locations and application of techniques for development screening at ridgeline locations.

5. Updated standards for retaining walls, both inside and outside hillside areas.

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

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

Community Outreach Workshop

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

Overview - Greer Ranch and Copper Canyon Specific Plans

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

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

Greer Ranch

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

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

Copper Canyon

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

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

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

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

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

ANALYSIS

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

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

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

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

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

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

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

- Updates Section §16.08.020 “Residential Districts General Development Standards”, Table 16.08-04 “Residential (Multi-Family) Zones General Development Standards” refers back to this footnote.

- **Updates to Section §16.08.030.5.c “Single-family Residential Design Standards and Design Features”**

  - Provides a new cross-reference from Section §16.08.030.5.c “Single-family Residential Design Standards and Design” to Section §16.22.070(F) “Retaining Walls” for someone to locate retaining wall criteria.

- **Updates to Section §16.08.040.7.c “Multi-family Residential Design Standards”**

  - Provides a new cross-reference from Section §16.08.040.7.c “Walls” to Section §16.22.070(F) “Retaining Walls” for the centralized retaining wall criteria.

- **Development Standards Table Updates: Tables 16.10-2, 16.11-2, and 16.12-2**

  - Addition of footnotes on where to go to find the maximum building height and if the property is within a “Hillside Area”.
  - Section §16.10.020 “Commercial District General Development Standards”, Table 16.10-2 “Commercial Zones General Development Standards Requirements” refers to this footnote.
  - Section §16.11.020 “Office Districts General Development Standards”, Table 16.11-2 “Office Districts General Development Standards” refers to this footnote.
  - Section §16.12.020 “Business Park and Industrial Districts General Development Standards”, Table 16.12-2 “Business Park and Industrial Zones General Development Standards” refers to this footnote.

- **Updates to Section §16.12.030 “Business Park and Industrial Zoning Districts Design Standards”**

  - Provides a new cross-reference from Section §16.12.030.4.d “Screen Walls/Fencing” to Section §16.22.070(F) “Retaining Walls” for the centralized retaining wall criteria.

- **Development Standards Table Updates: Tables 16.13-2 and Table 16.14-2**

  - Provides footnotes on where to go to find the maximum building height and if the property is within a “Hillside Area”.

- Section §16.13.020 “Innovation District General Development Standards”, Table 16.13-2 “Innovation District General Development Standards” refers to this footnote.
- Section §16.14.010 “Purpose”, Table 16.14-2 “Special Purpose Districts General Development Standards” refers to this footnote.

- **Updates to Section §16.18.080 “Height Measurement and Height Limit Exceptions”**

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

Background:

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

Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

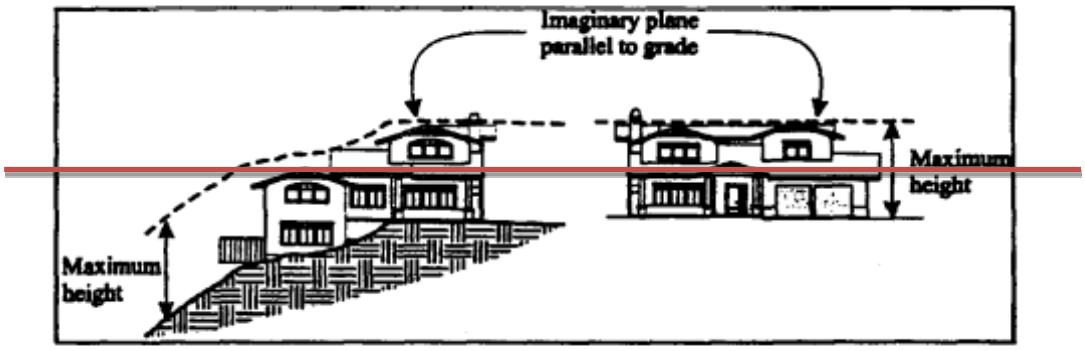
Proposed Modifications / Discussion:

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

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

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

~~**FIGURE 3-1**~~
~~**HEIGHT MEASUREMENT**~~



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

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

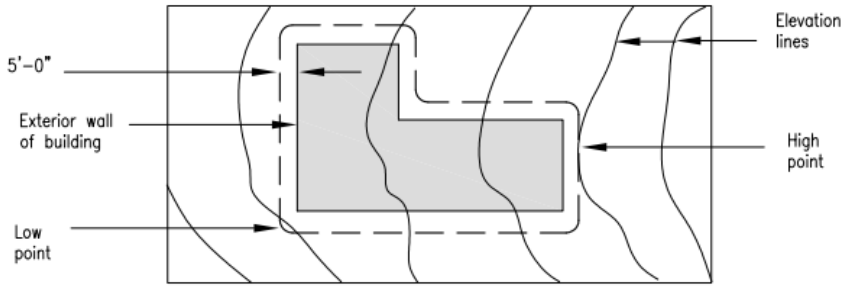


FIGURE 16.18-1
MEASUREMENT LOCATIONS

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

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

Height Measurement on a Slope

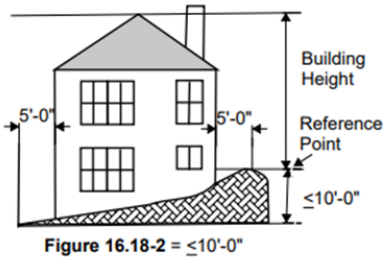


Figure 16.18-2 = ≤10'-0"

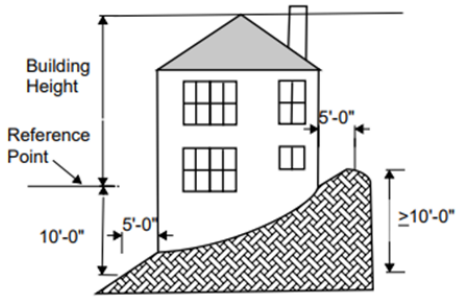


Figure 16.18-3 = ≥10'-0"

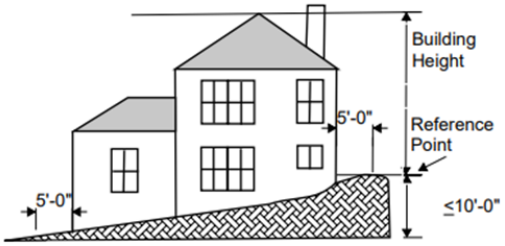


Figure 16.18-4 - Stepped Building = ≤10'-0"

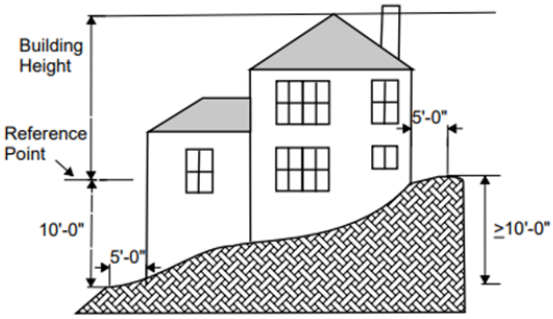


Figure 16.18-5 - Stepped Building = ≥10'-0"

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

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

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

- If the difference in elevation is 10 feet or less, the reference grade height is established at the highest “Adjacent Ground Elevation”. **Figures 16.18-2 and 16.18-4**.

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

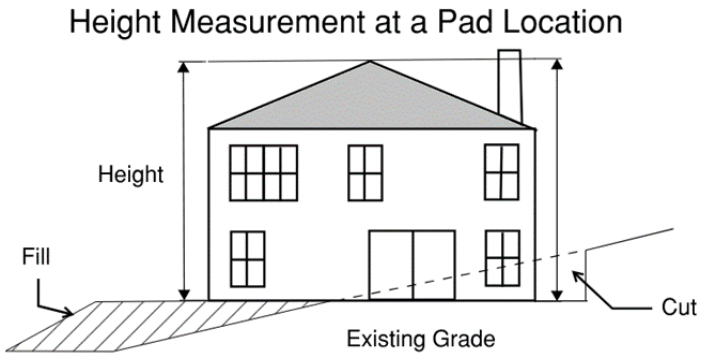


FIGURE 16.18-6
MEASUREMENT WITH PAD CONFIGURATION

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

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

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

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

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

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

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

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

…

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

- **Updates Section §16.18.140.D.4.b "Setback Regulations and Exceptions"**

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

Background:

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

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

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

- Applies Citywide

Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

Proposed Modifications:

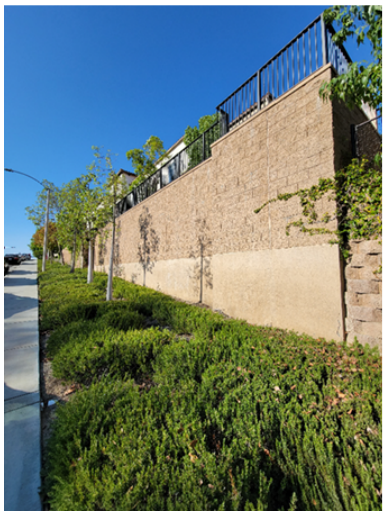
TABLE 16.18-2 RETAINING WALLS - NON-HILLSIDE AREAS	
Criteria	
Facing Outward Within Front or Street-Side Setback	For residential, mixed-use locations, commercial, and industrial, retaining walls within a front yard or street-side setback shall not exceed four feet in height.
Facing Inward	Retaining walls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

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

Discussion:

To walk through the proposed parameters:

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





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

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

- Incorporation of Innovation (INN) Zone fencing criteria in alignment with existing wall standards. This is presently absent.

- Provides for pedestrian and vehicle access standards within the INN Zone with a few exceptions for pedestrian access.

- **New Section §16.22.070.F "Retaining Walls"**

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

  Background:

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

  - Makes our existing standards easier to follow for applicants and staff.

  - Applies Citywide.

  - Provides a variety of design choices.

  Planning Commission Workshop – 1/25/23:

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

  Community Workshop – 4/11/23:

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

  Proposed Modifications / Discussion:

  To highlight the proposed modifications:

  - Providing cross-referencing of unifying standards for all zones with respect to retaining walls for design consistency under Section §16.22.070.F "Retaining Walls".

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

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







Such walls would be subject to the following standards:

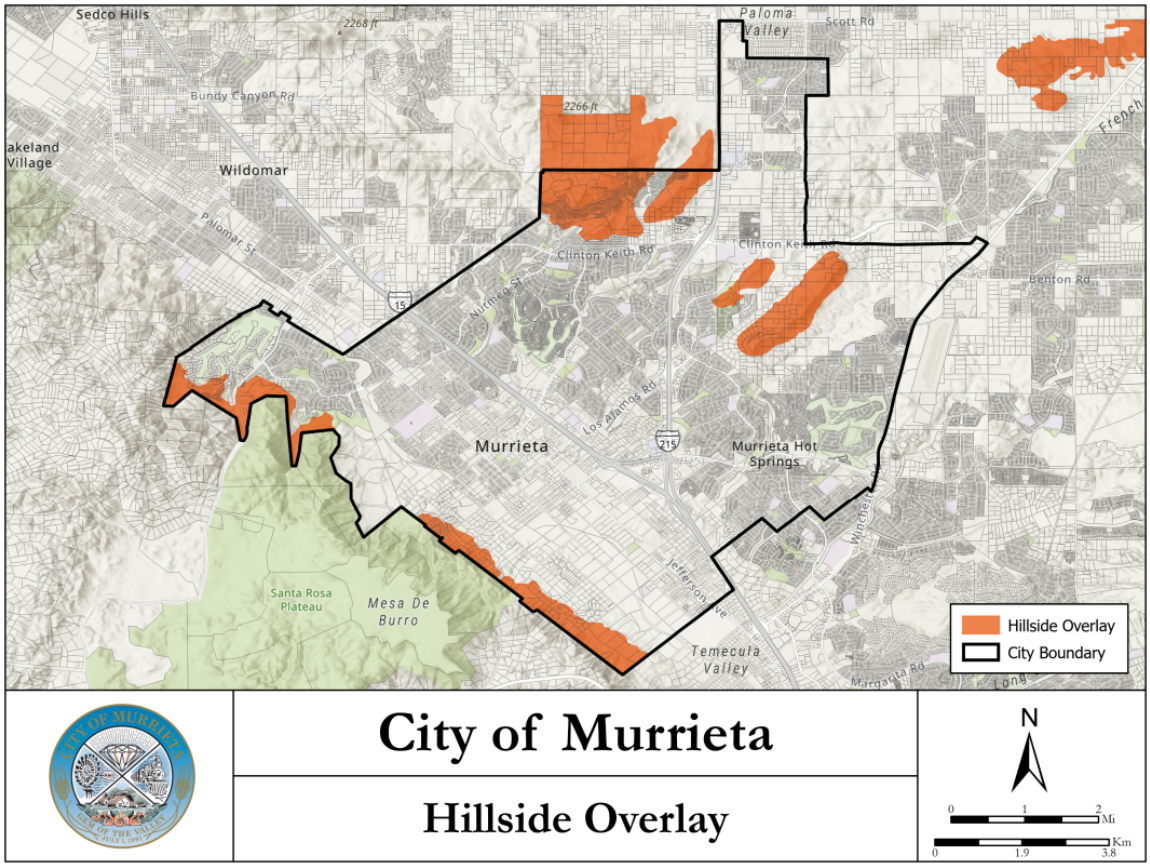
- Utilize a curvilinear slope pattern consistent with the appearance of the natural hillside terrain.
- Be planted with landscape material suitable for the climate and wall exposure relative to the sun.
- The color palette and materials selected for the retaining wall would be required to blend in with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

- **Minor Modifications to Section §16.24.010 "Purpose"**
  - Minor typographical updates with capitalization and italicizes to reference a given definition.
- **Updates to Section §16.24.020 "Applicability"**

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

Background:

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



Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

Proposed Modifications / Discussion:

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

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



- **Updates to Section §16.24.030 "Definitions"**

Removal of Average Slope Calculation

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

Background:

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

~~**Slope, Average.** The method of determining average natural slope of land using the following equation:~~
~~I x L x .0023 where~~
~~A~~
~~I = Contour interval in feet.~~
~~L = Combined length in feet of contour lines measured on the project site.~~
~~.0023 = A constant that converts square feet into acres and expresses slope in percent.~~
~~A = Project site area in acres.~~

Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

Proposed Modifications / Discussion:

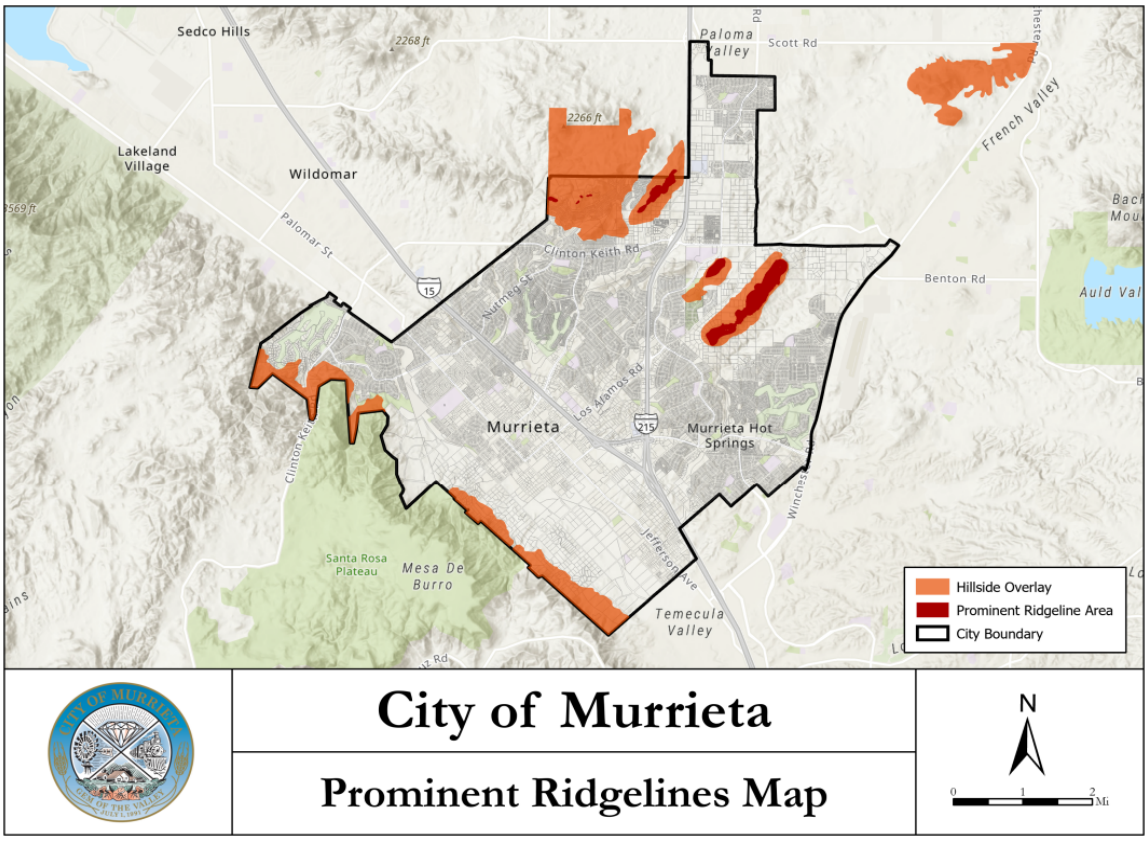
The proposed modifications would remove this formula. As mentioned within the introduction portion of this discussion item, with today's technology, this formula is no longer necessary in the MMC and the slope criteria can be mapped utilizing the City's GIS service using two-foot contours. This will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

Prominent Ridgeline Updates – Part 1

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

Background:

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



Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

Proposed Modifications / Discussion:

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

Other Definition Updates

- Provides new definitions consistent with other portions of the MMC including "City", "City Engineer", "City Manager", and "Director".
- Corrects/updates existing definitions consistent with other portions of the MMC.
- Updates provided to Figure 16.24-1 (Slope Examples) with the inclusion of a new 4:1, 25 percent slope example and clearer graphics.

- **Updates to Section §16.24.040 "Application Submittal Requirements"**
  - Updates to Section §16.24.040. This covers existing standards for the submittal of a natural features map, a conception grading plan, a drainage map, a slope analysis map, slope profile drawings, data sources, provisions for a geotechnical report, objective design guidelines, criteria for when no grading is required, and additional information that may be needed.
  - The proposed language is moving from a subjective interpretation to objective standards. This is consistent and required with recent State housing legislation.
- **Updates to Section §16.24.050 "Project Review Procedures"**
  - Cross-referencing to the Hillside Overlay Map for applicability.
  - Clarification of "Commission" to mean "Planning Commission".
  - Updates with referencing to objective criteria consistent with recent State housing legislation, versus existing subjective criteria and requirements.
- **Updates to Section §16.24.060 "Hillside Development Standards"**

  Retaining Wall Updates – Part 2

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

  Background:

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

E. Walls and Fences.

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

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

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

Planning Commission Workshop – 1/25/23:

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

Community Workshop – 4/11/23:

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

Proposed Modifications / Discussion:

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

Prominent Ridgelines Updates – Part 2

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

Background:

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

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

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

Planning Commission Workshop – 1/25/23:

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

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

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

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

Community Workshop – 4/11/23:

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

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

Proposed Modifications / Discussion:

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

Other General Updates to Section

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



- Minor updates for cross-lot profiles which cover the building envelope for a structure on a downhill lot, the building envelope for an uphill lot, and for the building envelope at cross-lot slopes.

- Minor updates for walls and fencing criteria. Refers to Section §16.22.070.F (Retaining Walls) for additional criteria and for consistency with citywide design standards for retaining walls.

- Cross-referencing for consistency with citywide landscaping standards at sloped areas and use of drought tolerant and fire resistive landscaping materials.

- Updates for grading techniques at hillside areas, drainage improvements at hillside areas, and for public safety.

- **Updates to Section §16.24.070 Hillside Development Guidelines**

  - Minor updates for the site design and building placement of a residence at a site on a slope. Buildings are encouraged to be placed parallel to the slope and not counter to it, which is the current guidance.

  - Minor updates to roadway placement at hillside locations. Placement is encouraged to work with the terrain and not counter to it. These are the current parameters.

  - Minor updates to grading techniques which covers site situations with minimal grading, contour grading, landform grading, and drainage improvements in a more objective and naturalized manner.

  - Cross-referencing of unifying standards for all zones with respect to landscaping on sloped areas.

- **New Section §16.24.080 "Exceptions"**

  - Provide exceptions from requiring a grading permit in a Hillside Area if meets the current criteria as provided under Section §15.52.040 "Permit Exceptions". These exceptions include exploratory excavations, installation of underground utilities, clearing and brushing when directed by the fire chief to mitigate a potential fire hazard, etc.

  - Provides exceptions from requiring a grading permit for flatwork, pools, or spas, which results in the disturbance of 50 cubic yards or less, does not require a grading permit.

  - All other activities resulting in the disturbance of 50 cubic yards or less (excluding those areas that are identified within Section 16.24.060.G "Grading"), shall require the applicant to provide a statement to that effect, which shall be filed with the City Engineer including the following information: parcel boundaries, pad elevations, on or off-site existing grade elevations, vehicular access to and from the project site with

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

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

Conclusion

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

General Plan Consistency

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

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

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

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

ENVIRONMENTAL DETERMINATION

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

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

NOTICING

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

ATTACHMENTS

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

CITY OF MURRIETA
City Council Meeting Agenda Report

8/15/2023
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

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

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

RECOMMENDATION

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

Receive public comments.

PRIOR ACTION/VOTE

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

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

CITY COUNCIL GOAL

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

BACKGROUND

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

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

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

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

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

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

City Council directed staff at its annual priority goals workshop on March 29, 2022, to review the hillside development standards as there were concerns about how it was being interpreted. For reference, the City's existing hillside development standards are contained in MMC Chapter 16.24 "Hillside Development". Lastly, a webpage was created for the proposed modifications to inform the public about the proposed changes at the following link on the City's website: <https://www.murrietaca.gov/1314/Hillside-Ordinance-Updates>.
As with prior workshops, a courtesy notice was distributed to interested parties through email, social media channels, the Press-Enterprise, and posted to the City's website.

Development Advisory Group

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

Planning Commission - Workshop 1

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

Planning Commission - Workshop 2

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

Below is an overview of the discussion items:

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

2. Hillside mapping using GIS software;

3. Removal of the Average Slope Calculation from the Development Code and replacement of the formula by relying on GIS data using 2-foot contour intervals;

4. Ridgeline mapping using GIS software for identification of these locations and application of techniques for development screening at ridgeline locations; and

5. Updated standards for retaining walls, both inside and outside hillside areas.

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

Community Outreach Workshop

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

Planning Commission - Ordinance Introduction

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

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

Greer Ranch and Copper Canyon Specific Plans

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

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

Greer Ranch

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

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

Copper Canyon

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

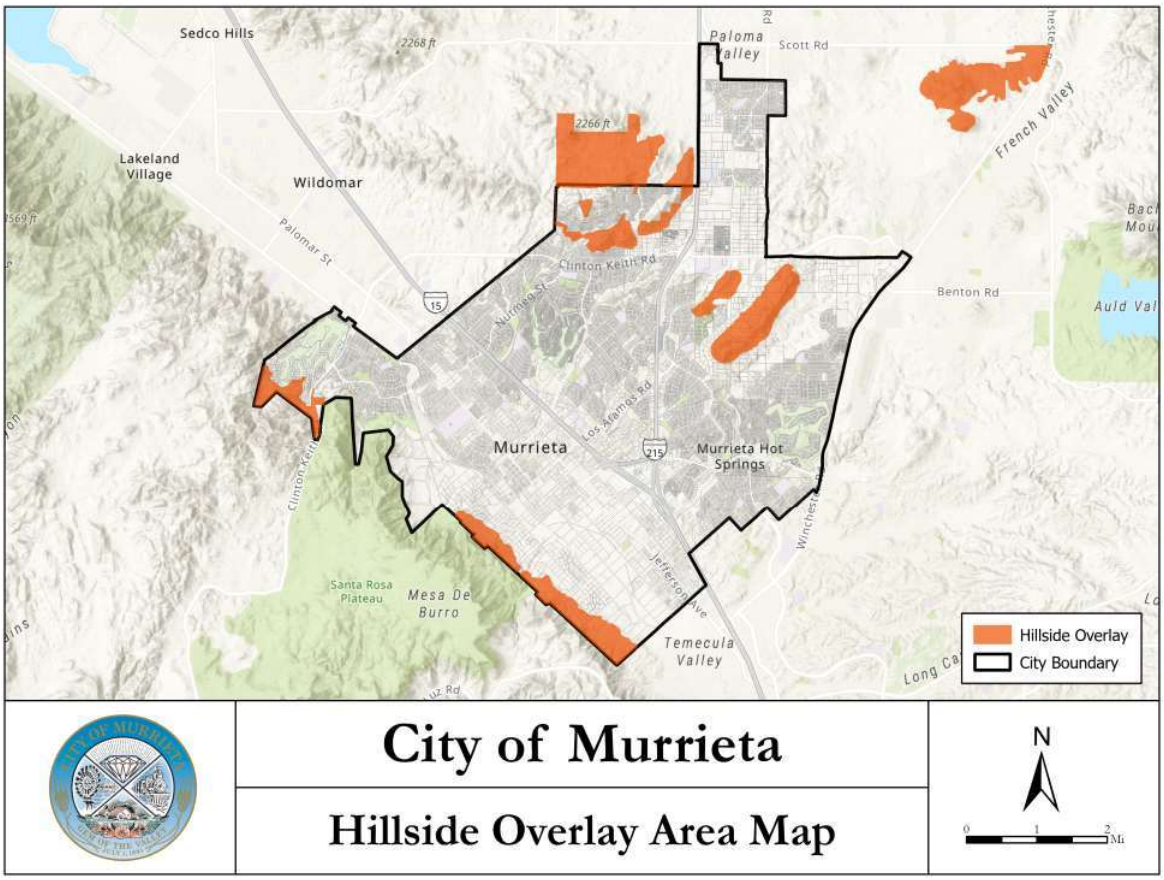
Furthermore, “...A slope analysis of the site was prepared early in the planning process to determine the site development opportunities and constraints. The analysis evaluated slopes of 0-15%, 16-20%, 25%, and 50% with an emphasis on slopes of less than 25% as a benchmark for determining developable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

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

Analysis

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

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



Summary of Proposed Code Modifications - Chapters 8.20 and 15.52:

- **Updates to MMC Section §8.20.030 "Declaration of Nuisance"**
  - Code Enforcement Division's request to address revegetation of sloped areas after a catastrophic event.

- **Updates to MMC Section §15.52.020 "Definitions" for Consistency"**
  - Clarification of a definition for "Hillside Area" and "Hillside Site" for consistency with the proposed updates under Chapter 16.

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

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

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

- **Updates MMC Section §16.18.140.D.4.b "Setback Regulations and Exceptions"**
  - Updates to general retaining wall standards with other components that are needed to address line-of-sight and visibility triangles, required offset for step-back, general design criteria, and a cross-reference to retaining wall criteria in Hillside Areas.

- **New Section MMC §16.22.070.F "Retaining Walls**
  - There is currently a lack of specifics for retaining walls. Proposed updates address this through design choices/techniques.

- **Updates to MMC Section §16.24.020 "Applicability"**
  - Updates address the current issue with the applicability of Hillside Areas on a citywide basis versus having it mapped to a defined area which was the original intention.
- **Updates to MMC Section §16.24.030 "Definitions"**
  - Removal of Average Slope Calculation and utilization of the City's Geographic Information Systems (GIS) to ensure consistent review of slopes within a Hillside Area.
  - Defines where Prominent Ridgelines are located with the implementation of a codified Map (Attachment 4) and use of the available City's GIS to ensure a consistent review.
- **Updates to MMC Section §16.24.060 "Hillside Development Standards"**
  - Retaining Wall Updates for Hillside Areas, similar to updates described above.
  - Prominent Ridgelines Updates with the incorporation of landscaping techniques.

Other Updates from the Proposed Ordinance:

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

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

Conclusion

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

General Plan Consistency

- The proposed updates are consistent with the General Plan Land Use Element in that: "A key component of the Land Use Element is the Land Use Policy Map, which depicts the location of the permitted type and density/intensity of all land uses within the City. Other components include a summary of existing land uses in the City, quantification of 2035 buildout, and the fundamental goals and policies that provide the framework for land use planning and decision making in the City."

    - The following community priorities relate most directly to implementation of this element: "...Protect the natural beauty of the mountains, hills, and waterways."

- It will also be consistent with the Conservation Element in that updates will complement the following statement: "...Murrieta's hills and ridges offer scenic and biological values and are considered to be a community treasure. The City has regulations that protect hillside topography and scenic characteristics and prevent slope erosion and seeks to preserve habitat areas such as the foothills of the Santa Ana Mountains under the MSHCP."

- Furthermore, the updates will be harmonious with Conservation Element - GOAL CSV-4 in that the design parameters for drainage areas in hillsides will consider: "Restoration of the natural function and aesthetic value of creeks, while providing flood control measures and opportunities for recreation", and related implementing Policy CSV-4.2.

    - Policy CSV-4.2 "Consider alternatives to hard-lined bottoms and side slopes within flood control facilities, where technically feasible" in that projects in Hillside Areas will be designed in a manner to work with natural watercourses and natural side slopes.

- The updates are relatable to Goal CSV-5 by maintaining that: "Hills and ridges are protected for their environmental and aesthetic values", and related implementing Policy CSV-5.1. To substantiate this determination, this ordinance update will remain consistent with Policy CSV-5.1 and the following discussion.

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

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

- It should be noted that the updates will also be relatable with the following goal and implementing policies for the Los Alamos Hills community: Land Use Goal LU-22 with "Natural and visual resources are valued resources to maintain the rural character of the Los Alamos Hills" and implemented with all of the following policies:

    - LU-22.1 "Encourage the preservation of natural and visual resources within Los Alamos Hills, such as rock outcroppings and scenic views of the local hills and valleys, to the greatest degree practicable."

    - LU-22.2 "Encourage new construction and landscape design that utilizes grading techniques to mimic the natural terrain"; and,

    - LU-22.3 "Encourage development that minimizes impacts to existing water courses, mature trees, and natural features as much as possible. In those cases that these areas/features are impacted, the final design should provide adequate mitigation on-site and/or in nearby areas."

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

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

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

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

FISCAL IMPACT

None.

ATTACHMENTS

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

CITY OF MURRIETA
City Council Meeting Agenda Report

3/5/2024
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

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

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

RECOMMENDATION

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

Receive public comments.

PRIOR ACTION/VOTE

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

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

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

CITY COUNCIL GOAL

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

BACKGROUND

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

workshop.

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

Analysis

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

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

Hillside Area(s)

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

Prominent Ridgeline(s)

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

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

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

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

Mapping Updates

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

Image 1 - Hillside Overlay Exhibit

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

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

Summary of Proposed Code Modifications - MMC Title 16

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

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

proposed ordinance in redline/strike-through format.

Summary of Changes

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

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

The following points summarize the findings from the mapping analysis:

"Natural" Areas versus "Manufactured" Grading - Ridgeline Discussion and Parameters

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

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

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

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

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

General Plan Provisions and Ridgelines

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

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

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

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

Development Code Provisions and Ridgelines

Chapter 16.24 Current Definitions and Design Parameters:

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

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

A. Site Design.

1. Design of building sites should be sensitive to the natural terrain. Structures should be located to minimize grading and preserve natural features (e.g., prominent knolls, ridgelines, etc.)
2. Preserve views of significant visual features, as designated on the hillside overlay zone map, as seen from both within and outside a hillside development. When designing lots and plotting homes, the following provisions should be considered:
a. Dwellings should be oriented to allow view opportunities even though views may be limited. Residential privacy should not be unreasonably sacrificed, and
b. A significant public vista, skyline, open space corridor, or vertical open space corridor as seen from an interstate, an arterial, or a secondary street should be a major design element in the site planning process

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

e. Manufactured cut and fill slopes exceeding ten feet in height that will be either exposed to permanent public view or are adjacent to environmentally sensitive areas should be designed with features characteristic of natural slopes, where physically feasible so that their ultimate appearance will resemble a natural slope. This will include slopes along streets and highways adjacent to parks, schools, open spaces, other public facilities, and other prominent and visible slopes.

Discussion

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

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

FISCAL IMPACT

None.

ATTACHMENTS

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

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

CITY OF MURRIETA
City Council Meeting Agenda Report

6/17/2025
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

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

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

RECOMMENDATION

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

PRIOR ACTION/VOTE

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

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

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

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

CITY COUNCIL GOAL

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

BACKGROUND

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

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

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

Feedback from Council Workshop 2

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

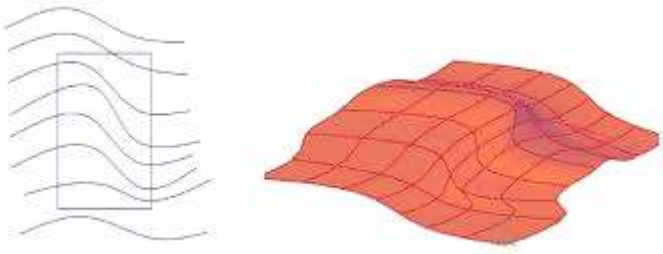
Following are some of the key takeaways from that meeting's public commentators, staff's analysis of each topic, and potential solutions:

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

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

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

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



Example of AutoCAD 3D Terrain Modeling

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

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

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

"Moving the Geogrid wall type outside of the Wall section":

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

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



Image 1 - Geogrid Wall Installation



Image 2 - Geogrid Wall Installation

Image 1 Source: <https://www.paramountmaterials.com/products/retaining-wall-reinforcement-grid>
Image 2 Source: <https://pavetool.com/blogs/pave-tool-blog/how-to-install-geogrid-for-retaining-wall>

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



Image 3 - Conventional Retaining Wall Installation

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

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

placement and height criteria as a typical wall.

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



Image 7 - View of Los Alamos Hills from Sports Park



Image 8 - View westward of the Santa Rosa Plateau

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



Image 9 - View westward of the Santa Rosa Plateau

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

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

add to the existing visual character.

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

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

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

Inland Empire - Hillside Grading Examples



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



Image 11 - Later in the Development of the Project



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



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

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



Image 14 - After

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

Draft Ordinance

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

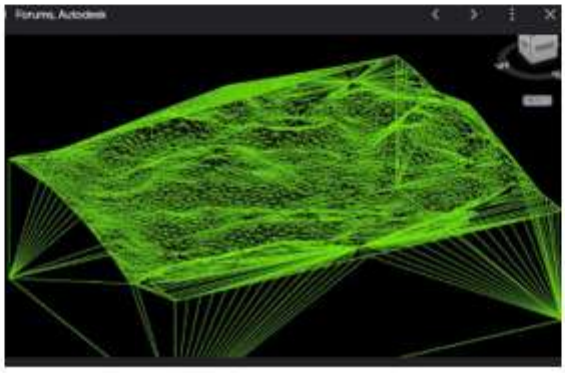
Please note that references to the Commercial Zones, Office Districts, Business Park and Industrial Zones, and Innovation Zones have been removed, as these areas are not impacted by the current version of the Hillside Area Overlay Map. In addition, the Prominent Ridgelines Map exhibit has been omitted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

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

Hillside Updates Ordinance Review

Less Critical	More Critical	What does it potentially do?	
	X	**TABLE 16.08-3** **RESIDENTIAL (SINGLE-FAMILY) ZONES** **GENERAL DEVELOPMENT STANDARDS** • Add a footnote that refers to the Hillside standards for the maximum building height.	
	X	**TABLE 16.08-4** **RESIDENTIAL (MULTI-FAMILY) ZONES** **GENERAL DEVELOPMENT STANDARDS** • Add a footnote that refers to the Hillside standards for the maximum building height.	
X		**16.08.030 "Single-family Residential Design Standards and Design Features"** • Cross-reference to the Retaining Walls section for retaining wall criteria.	
X		**16.08.040 Multi-family Residential Design Standards.** • Cross-reference to the Retaining Walls section for retaining wall criteria.	
X		**TABLE 16.14-2** **SPECIAL PURPOSE DISTRICTS** **GENERAL DEVELOPMENT STANDARDS** • Cross-reference to Hillside standards as a footnote for maximum building height.	
	X	**SECTION 16.18.080 "HEIGHT MEASUREMENT AND HEIGHT LIMIT EXCEPTIONS"** • The current method is difficult to discern. • Easier way to measure height with new images and tools. • A new method for measuring height on a slope is proposed to be taken five feet off of a building edge with a ten-foot allowance to accommodate varying topography.	

Less Critical	More Critical	What does it potentially do?	
		How does it work? • Measure the ground 5 feet away from the lowest place next to the building. Use the lower of the current or planned ground level there. • A building's height is based on this spot. • Can add the allowed height plus the ground height difference between the low and high spots (but only up to 10 extra feet if that difference is more than 10 feet). **Picking the Right Starting Point:** • If the ground around the building doesn't change much (10 feet or less), measure from the highest spot. • If the ground changes a lot (more than 10 feet), start from a point 10 feet above the lowest spot.	
X		**Section 16.18.140.D.4.b "Setback Regulations and Exceptions"** • New Step-back at 12 feet high to accommodate landscaping. • Provides central design information for retaining walls to make it easier to follow for internal staff and the public.	
X		**Section 16.22.030 "General Height Limitations", Table 3-3 "Maximum Height of Fences, Hedges, and Walls"** • Renaming Table.	
X		**16.22.040 "Exceptions to Height Limitations – Non-Retaining Walls"** • Clarification of the applicability of this section to non-retaining walls.	

X		**16.22.060 "Walls Required Between Different Zoning Districts"** • Cleanup of existing standards with the addition of the Innovation (INN) Zone. • This could be fixed within a future overall code update, if needed.	Improvement
X		**16.22.070 "Special Wall and Fencing Requirements"** • Addition of retaining wall criteria in a central location. • Currently lacking.	WHAT'S NEW?
X		**16.24.010 "Purpose"** • Very minor updates to the section.	Improvement
	X	**16.24.020 "Applicability"** • This has been a main area of confusion. • Fixing application errors for slopes of twenty-five (25) percent or greater. • Designated criteria within the boundaries of a Hillside Overlay Map	Improvement
	X	**16.24.030 "Definitions"** • Removal of the Average Slope Calculation Definition and replacement with mapping provisions.  • Corrects/updates existing definitions consistent with other portions of the MMC.	Improvement

	X	**16.24.040 "Application Submittal Requirements"** • Minor updates covering submittal information / technical reports. • Clarifies what a hillside condition is.	
	X	**16.24.050 "Project Review Procedures"** • Adding cross-referencing to the Hillside Overlay Map for applicability. • Clarification of "Commission" to mean "Planning Commission". • Updates to provide objective criteria versus subjective criteria.	
	X	**16.24.060 "Hillside Development Standards"** • Updates to grading terms to match City standards. • Changes to fuel modification based on Fire standards. • Includes updated graphics.	
	X	**16.24.070 "Hillside Development Guidelines"** • Updates covering criteria for site design, driveways & roads, architecture, walls & fences, landscaping, grading techniques (minimal, contour, landform), and drainage requirements. • Provides updated graphics.	
	X	**16.24.080 "Exceptions"** • **New Section** for Exceptions to Hillside Standards.	
X		**16.28.090 "Reserved"** • **New Section** reserved for future updates.	
	X	**16.28.100 "Hillside Overlay Map"** • **New Section** with Hillside Overlay Map. • Reference to the City's online **Geographic Information System (GIS)** as an additional mapping resource for project review.	

X		**16.28.080 "Landscape Standards"** • Relabels **Table 3-5** to **Table 16.28-2** to make it easier to locate. • Adds percentages to the table that were missing from a prior code update.	 Improvement

FISCAL IMPACT

None.

ATTACHMENTS

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

CITY OF MURRIETA
City Council Meeting Agenda Report

10/21/2025
Agenda Item No. WS1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP Development Services Director

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

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

RECOMMENDATION

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

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

PRIOR ACTION/VOTE

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

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

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

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

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

CITY COUNCIL GOAL

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

BACKGROUND

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

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

DISCUSSION / NEXT STEPS

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

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

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

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

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

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

Focus Topic - Applicability of Standards

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

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

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

16.24.020 "Applicability"

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

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

Pros

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

Cons

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

2. 25 Percent Slope Criteria

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

a. MDC Section 16.24.020(D). The development standards, guidelines and provisions of this chapter shall be applied to those portions of land with a predominance of significant natural slopes **exceeding twenty-five (25) percent and areas** that are integrally contiguous, or slopes determined as significant by the director. The provisions of this chapter shall apply to projects relating to subdivisions, permits, uses, structures, specific plans, master development plans, and associated site plans for development review except as specifically exempted by Section 16.02.020 <https://codelibrary.amlegal.com/codes/murrieta/latest/murrieta_ca/0-0-0-24072>."

b. MDC Section 16.24.040(D) **Slope Analysis Map.** A slope analysis map for the purpose of determining the amount and location of land as it exists in its natural state and for calculating average slope categories. A base topographical map of the site shall be prepared and shall have a scale of not less than one inch to two hundred (200) feet. The base topographical map shall include adjoining properties within one hundred (100) feet of the site boundaries to portray the site's context. Slope bands in contrasting colors shall be delineated in the range of zero to twenty-five (0-25) percent, twenty-six to fifty (26-50) percent, and fifty (50) percent or greater. A tabulation of the land area by slope percentage shall also be provided.

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

c. MDC Section 16.24.060(A) identifies slopes up to 25 percent as a non-hillside condition and slopes between 25 and 50 percent as a hillside condition.

d. MDC Chapter 16.110 **- Hillside.** Land with an average rise or fall of **twenty-five (25) percent or greater** or a vertical rise of thirty (30) feet or more.

e. MDC Chapter 16.110 - **Slope, Significant Natural.** A slope that is not man-made **that exceeds twenty-five (25) percent** and a vertical rise of thirty (30) feet or more.

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

Prior Direction

- During the 2022 City Priorities Workshop, staff received direction that the **25 percent criteria should apply** versus the other described criteria in the MDC, and only to designated hillside areas depicted on a non-codified map.

- It was explained to staff by the Mayor and Council at the time of the Workshop **it was never intended to apply on a citywide basis**. However, the original ordinance’s administrative record contains no information. The lack of a clear standard has led to unequal application of the hillside standards.

- A potential recommendation to clarify the conflicting language would be to revise the definition in Section 16.24.020 and adopt the map (Attachment 5) within the Municipal Code to depict the areas to which the Hillside Overlay applies (Attachments 6 through 17 for detailed discussion).

Pros

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

Cons

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

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

Key Policy Questions to Resolve Concerning Slope

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

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

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

3. Specific Plans

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

Pros

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

Cons

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

Recommendation

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

Key Policy Question To Resolve Concerning Specific Plans

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

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

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

Geographic Information Systems (GIS)

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

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

Pros

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

Cons

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

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

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

The average slope formula is defined as follows:

16.24.030 "Definitions"

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

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

I = Contour interval in feet.

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

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

A = Project site area in acres.

Pros

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

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

Cons

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

Recommendation

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

Key Policy Question To Resolve Concerning Average Slope

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

Conclusion

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

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

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

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

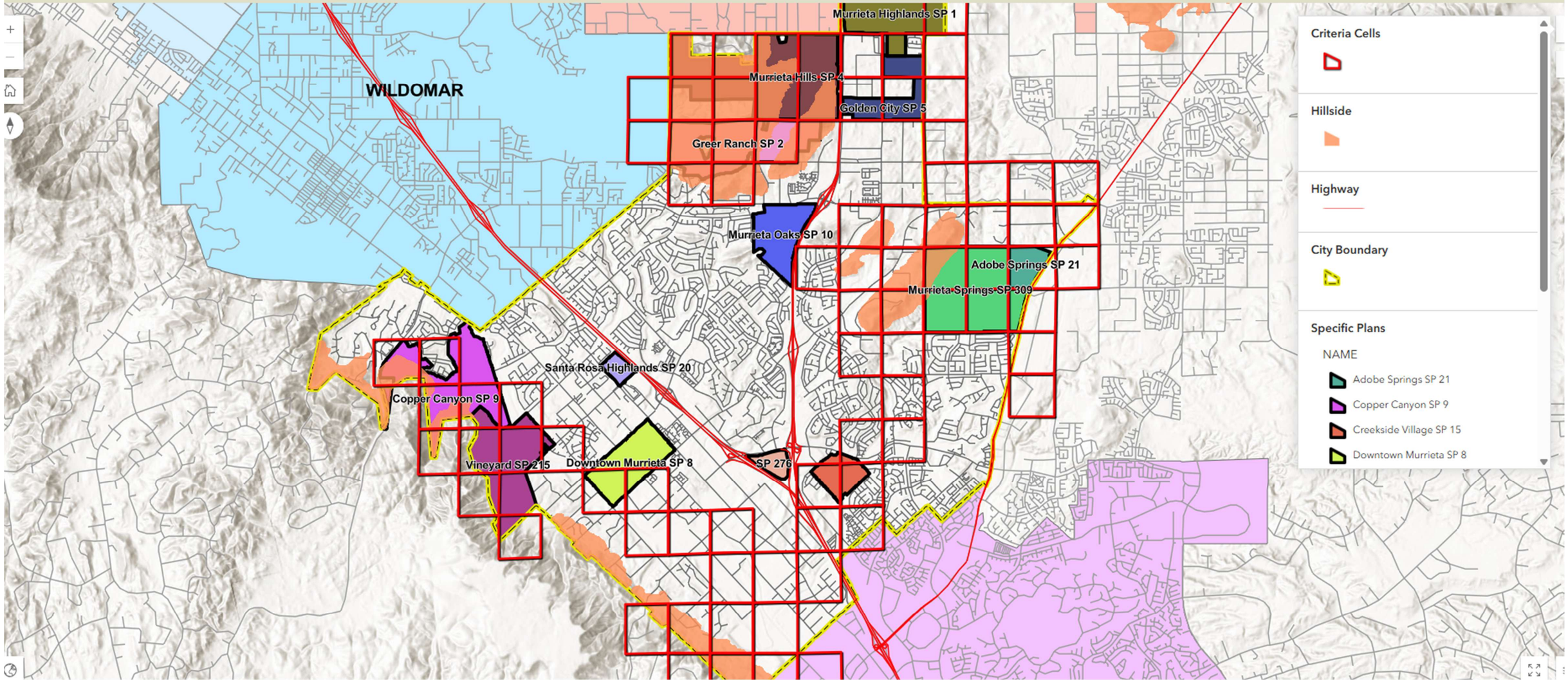
FISCAL IMPACT

None.

ATTACHMENTS

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

Hillside


WILDOMAR
Murrieta Highlands SP 1
Murrieta Hills SP 4
Golden City SP 5
Greer Ranch SP 2
Murrieta Oaks SP 10
Adobe Springs SP 21
Murrieta Springs SP 309
Santa Rosa Highlands SP 20
Copper Canyon SP 9
Vineyard SP 215
Downtown Murrieta SP 8
SP 276
Criteria Cells
Hillside
Highway
City Boundary
Specific Plans
NAME
Adobe Springs SP 21
Copper Canyon SP 9
Creekside Village SP 15
Downtown Murrieta SP 8

ATTACHMENT 6

STRIKEOUT/UNDERLINE VERSION

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

TABLE 16.08-3
RESIDENTIAL (SINGLE-FAMILY) ZONES
GENERAL DEVELOPMENT STANDARDS

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

Maximum Parcel Coverage	25%	25%	35%	35%	35% for two-story; 45% for single story	50%
Maximum Building Height[(4)]	40 feet[(4)]	40 feet[(4)]	40 feet[(4)]	35 feet[(4)]	35 feet[(4)]	35 feet[(4)]
Minimum On-site Landscaping	25% of front yard area					
Small Attached Unit Configuration	Refer to Section 16.16.020 "Planned Residential Development General Standards" for development standards and project review and 16.16.030 "Planned Residential Development Design Standards and Parameters."					

Notes:

(1) A forty (40) foot wide buffer shall be provided along Washington Avenue (from Guava to Elm Street) in the public right-of-way. Landscaping to include six-foot high block wall, pedestrian trails and/or sidewalk, and landscaping berms to act as natural buffers. New residential projects will be allowed to access from Washington Avenue with residential lots abutting Washington Avenue are prohibited from taking direct access from Washington Avenue.

(2) The minimum parcel area for properties zoned RR can include adjacent area to the centerline of the public street right-of-way.

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

(4) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.

"

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

TABLE 16.08-4 RESIDENTIAL (MULTI-FAMILY) ZONES GENERAL DEVELOPMENT STANDARDS				
Development Feature	**MF-1(5)**	**MF-2**	**MF-3**	**MF-4**
Minimum Parcel Size	5 acres	5 acres	5 acres	5 acres
Minimum Parcel Width	100 feet	100 feet	100 feet	100 feet
Density Range	10.1 - 15 du/acre	15.1 - 18.0 du/acre	18.1-29.0 du-acre	Min. 30 du/acre
Minimum Livable Area	500 sq. ft.	500 sq. ft.	500 sq. ft.	500 sq. ft.
Setbacks				
Street	10 feet	10 feet	10 feet	10 feet
Interior	10 feet	10 feet	10 feet	10 feet
Maximum Parcel Coverage	35%	35%	50%	None
Maximum Height Limit	50 feet	50 feet	60 feet	100 feet
Open Space (per dwelling unit)				
Private Open Space	60 sq. ft./upper floor 100 sq. ft./ground floor	60 sq. ft./upper floor 100 sq. ft./ground floor	All units 50 sq. ft.(2)	All units 50 sq. ft.(2)
Common Open Space	200 sq. ft.	200 sq. ft.	150 sq. ft.(3)	150 sq. ft.(3)
Recreational Amenities			For projects containing 25 or more dwelling units, provide one recreational amenity for each 30 dwelling units or fraction thereof(4)	For projects containing 25 or more dwelling units, provide one recreational amenity for each 30 dwelling units or fraction thereof(4)
Minimum On-site Landscaping	10% of the site area			

Notes:

(1) When adjacent to existing single-family residential use or zone, the building setback from the nearest property line shall be 10 feet for the first 25 feet in height, above 25 feet in height the setback shall be 20 feet, and above 50 feet, the setback shall be 30 feet.

(2) For stand-alone multi-family residential projects or as part of a mixed-use development, each residential unit shall be provided with at least one area of private open space accessible directly from the living area of the unit, in the form of fenced yard or patio, a deck or balcony at

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

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

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

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

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

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

“

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

16.08.030 Single-family Residential Design Standards and Design Features.

…

"5. Walls.

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

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

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

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

…

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

16.08.040 Multi-family Residential Design Standards.

…

"**7. Walls.**

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

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

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

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

…

Section 16.10.020 (Commercial District General Development Standards), Table 16.10-2 (Commercial Zones General Development Standards Requirements) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.10.020 Commercial District General Development Standards.

"

TABLE 16.10-2 COMMERCIAL ZONES GENERAL DEVELOPMENT STANDARDS REQUIREMENTS			
Development Feature	**NC**	**CC**	**RC**
Minimum Site Area(1)	None	None	30 acres(2)
Setbacks			
Street	15 feet	25 feet	25 feet
Interior (adjacent to commercially zoned properties)	0 or 10 feet	0 or 10 feet	0 or 10 feet
Interior (adjacent to residential zoned properties)	20 feet minimum or equal to the building height, whichever is greater	20 feet minimum or equal to the building height, whichever is greater	20 feet minimum or equal to the building height, whichever is greater
Interior (adjacent to a freeway)	25 feet minimum	25 feet minimum	25 feet minimum
Accessory Structure	Consistent with Section16.44.150		
Maximum Building Height(4)	35 feet(4)	50 feet(4)	50 feet(4)
Minimum On-site Landscaping(3)	15 percent	20 percent	20 percent
(1) Site area means a parcel or group of parcels, which are considered a unit for purposes of development. (2) Portions of a site may be developed prior to development of the entire site, if it can be demonstrated that the portion does not compromise the overall comprehensive development of the site. (3) See Chapter 16.28 , Landscaping Standards for Water Efficient Landscaping. (4) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.			

"

Section 16.11.020 (Office Districts General Development Standards), Table 16.11-2 (Office Districts General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.11.020 Office Districts General Development Standards.

"

TABLE 16.11-2 OFFICE DISTRICTS GENERAL DEVELOPMENT STANDARDS(1) (2)		
Development Feature	**Office**	**ORP**
Required Building Setbacks		
Street Side	25 feet	25 feet
Interior	25 feet	25 feet
Interior (adjacent to residential zoned properties)	Twice Building Height	Twice Building Height
Interior (adjacent to a freeway)	25 feet minimum	25 feet minimum
Building Height		
Maximum Building Height(3)(6)	90 feet(6)	150 feet(6)
Accessory Structures	Consistent with Section 16.44.150	
Landscaping		
Minimum On-site Landscaping(4)	20 percent	20 percent
Minimum Parking Area Landscaping Based on Parking Lot Size(5)		
5 - 24 spaces	5 percent	5 percent
25 - 49 spaces	7.5 percent	7.5 percent
50 spaces plus	10 percent	10 percent
Parking Requirements		
See Chapter 16.34, Off-Street Parking and Loading Standards		
(1) Portions of a site may be developed prior to development of the entire site, if it can be demonstrated that the portion does not compromise the overall comprehensive development of the site. (2) Development standards may vary for mixed use projects and projects over ten acres in size when comprehensively planned in compliance with Chapter 16.64, Master Development Plans, or Chapter 16.66, Specific Plans. (3) For structures greater than fifty (50) feet in building height and within 500 feet of existing residential homes, a public hearing shall be required, and the review shall include an evaluation of view sheds to maintain views for residential homes and a shadow survey to avoid buildings casting shadows on residential homes. (4) See Chapter 16.28, Landscaping Standards and Water Efficient Landscaping. (5) Minimum required parking lot landscaping area is included in required minimum on-site landscaping area. (6) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.		

"

Section 16.12.020 (Business Park and Industrial Districts General Development Standards), Table 16.12-2 (Business Park and Industrial Zones General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.12.020 Business Park and Industrial Districts General Development Standards.

"

TABLE 16.12-2 BUSINESS PARK AND INDUSTRIAL ZONES GENERAL DEVELOPMENT STANDARDS			
Development Feature	**BP**	**GI**	**GI-A**
Minimum Parcel Size	10,000 square feet	20,000 square feet	10,000 square feet
Minimum Parcel Width	75 feet (minimum average)	75 feet (minimum average)	75 feet (minimum average)
Setbacks Required			
Street	25 feet	25 feet	25 feet
Interior	None	None	10 feet
Interior (adjacent to residential zoned properties)	20 feet minimum or equal to the building height		
Interior (adjacent to a freeway)	25 feet minimum		
Accessory Structures	Same as main structure		
From Residential Areas	50 feet	25 feet	25 feet
Maximum Height Limit(2)	50 feet(2)	40 feet(2)	40 feet(2)
Minimum On-site Landscaping(1)	15 percent	5 percent	5 percent
(1) See Chapter 16.28 , Landscaping Standards and Water Efficient Landscaping (2) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.			

"

Section 16.12.030(A)(4) (Business Park and Industrial Zoning Districts Design Standards) of the Murrieta Municipal Code is hereby amended in part to read as follows:

16.12.030 Business Park and Industrial Zoning Districts Design Standards.

…

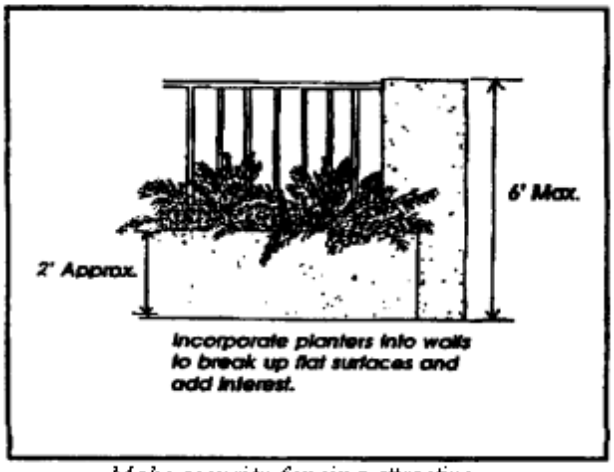
"**4. Screen Walls/Fencing.**

a. Standard: If walls are not required for a specific screening or security purpose they shall not be provided. Walls provide hiding places for intruders and surfaces for graffiti. The intent is to keep walls as low as possible while performing their screening and security functions.

b. Standard: When security fencing is required, it shall not include barbed wire or razor wire. Chain link fencing is not allowed along street frontages. Security fencing shall be:

1) Masonry pillars with open metal grillwork;
2) Short (two-three feet) masonry walls with grillwork on top; and
3) Open grillwork or chainlink fence along side and rear property boundaries or used internally on the site if not visible from the public street.

c. Standard: Long expanses offences and walls shall be offset and architecturally designed to create interest and avoid monotony. Landscape pockets, a minimum of twelve (12) feet wide and four feet deep, shall be provided at forty (40)-foot minimum intervals along the wall. These dimensions may vary somewhat, as long as the overall effect is the same, subject to approval by the director.



Make security fencing attractive

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

…

Section 16.13.020 (Innovation District General Development Standards), Table 16.13-2 (Innovation District General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.13.020 Innovation District General Development Standards.

"

TABLE 16.13-2 INNOVATION DISTRICT GENERAL DEVELOPMENT STANDARDS (1) (2)	
Development Feature	**Standard**
Required Building Setbacks	
Front	10 feet minimum
Rear	10 feet minimum
Street Side(3)	10 feet minimum
Interior Side(3)	10 feet minimum
From Freeway	100 feet minimum
From Residential Districts	75 feet minimum when adjacent to a residential district
Maximum Building Height(4)(7)	150 feet(4)(7)
Minimum Ceiling Heights	14 feet - ground floor 10 feet - above ground floor
Minimum Lot Size	10,000 square feet for 1 and 2 stories, 20,000 square feet for 3 and 4 stories, and 40,000 square feet for 5 or more stories
Required Building Massing Stepbacks	
Floors 3 and Higher	Minimum 10 additional feet from face of second floor below
Accessory Structures	Same as main structure
Public Art Standards	
Minimum Public Art	One percent (1%) of construction costs (capped at $400,000) to public art for projects where a building permit value exceeds $5,000,000
Eligible Artworks	Public art located at or near the site; no commercial messages, including designs and logos
Landscaping/Open Space Standards	
Minimum On-site Landscaping/Open Space(5)	20 percent of the project's lot area. Amenities such as court yards, roof top gardens, outdoor dining, food trucks/vendors spaces, shade structures, plazas, and artwork on-site may count towards landscaping/open space requirements.
Minimum Surface Parking Area Landscaping Standards(6)	
5 - 24 spaces	5 percent of the parking area
25 - 49 spaces	7.5 percent of the parking area
50 spaces plus	10 percent of the parking area
Parking Requirements	

See Chapter 16.34, Off-Street Parking and Loading Standards
(1) Portions of a site may be developed prior to development of the entire site, if it can be demonstrated that the portion does not compromise the overall comprehensive development of the site. (2) Development standards may vary for projects over ten acres in size when comprehensively planned in compliance with Chapter 16.64, Master Development Plans, or Chapter 16.66, Specific Plans. (3) Measured from right of way line or property line. (4) For structures greater than fifty (50) feet in building height and within 500 feet of existing residential districts, a public hearing shall be required, and the review shall include an evaluation of view sheds to maintain views for residential homes in the residential district and a shadow survey to avoid nonresidential buildings casting shadows on residential homes. No building shall exceed any Federal Aviation Administration (FAA) requirements. (5) See Chapter 16.28, Landscaping Standards and Water Efficient Landscaping. (6) Minimum required parking lot landscaping area is included in required minimum on-site landscaping/open space area. (7) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.

“

Section 16.14.010 (Purpose), Table 16.14-2 (Special Purpose Districts General Development Standards) of the Murrieta Municipal Code is hereby amended in its entirety to read as follows:

16.14.010 Purpose.

"

TABLE 16.14-2 SPECIAL PURPOSE DISTRICTS GENERAL DEVELOPMENT STANDARDS			
Development Feature	**P&R**	**C&I**	**OS**
Setbacks			
Street	25 feet	25 feet	25 feet
Interior	20 feet	20 feet	20 feet
From Abutting Residential District	15 feet		
Accessory Structures	Same as Primary Structure		
Maximum Height Limit(1)	35 feet(1)	50 feet(1)	35 feet(1)
(1) For structures located within a Hillside Area, see maximum height criteria as provided within Section 16.24 (Hillside Development) and applicability.			

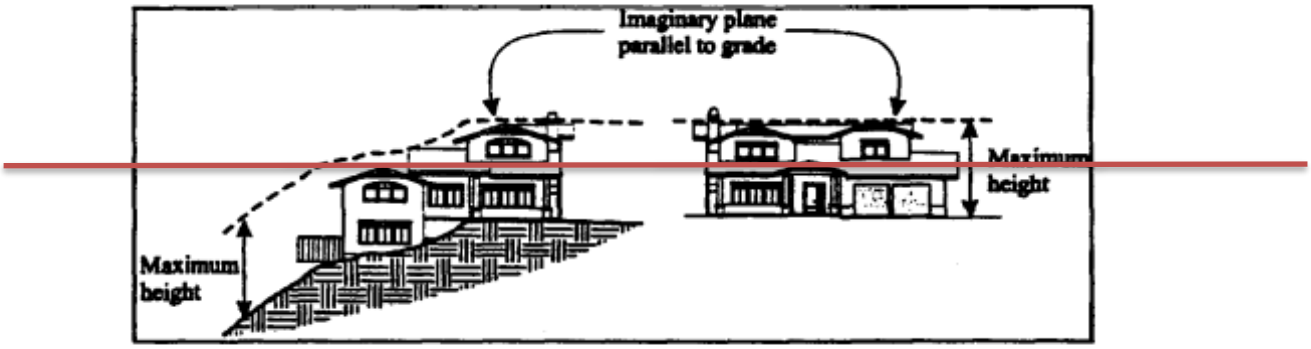
"

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

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

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

~~**FIGURE 3-1**~~
~~**HEIGHT MEASUREMENT**~~



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

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

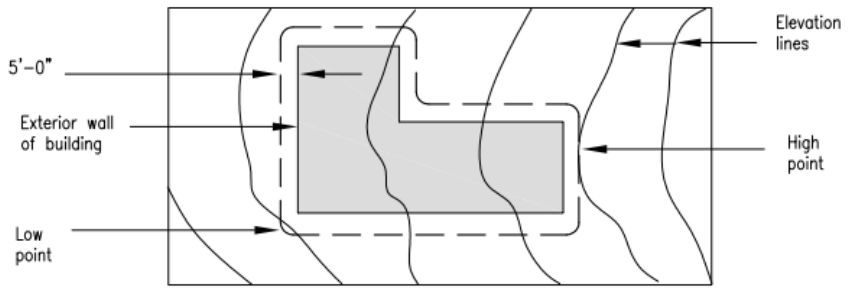


FIGURE 16.18-1
MEASUREMENT LOCATIONS

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

Height Measurement on a Slope

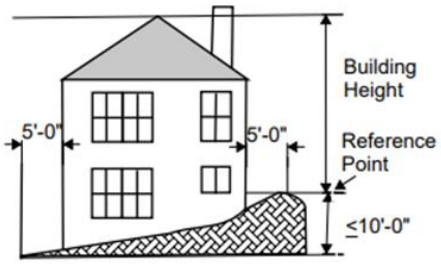


Figure 16.18-2 = ≤10'-0"

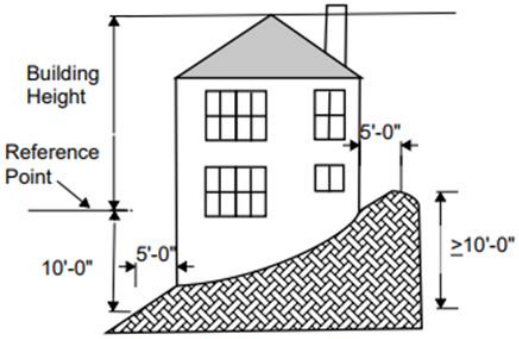


Figure 16.18-3 = ≥10'-0"

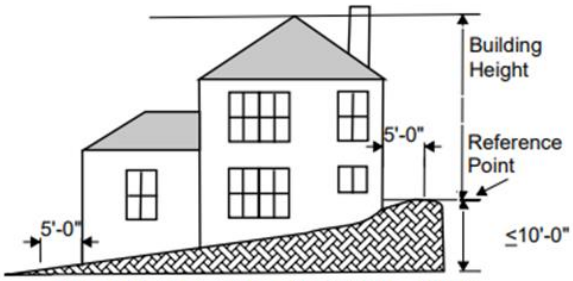


Figure 16.18-4 - Stepped Building = ≤10'-0"

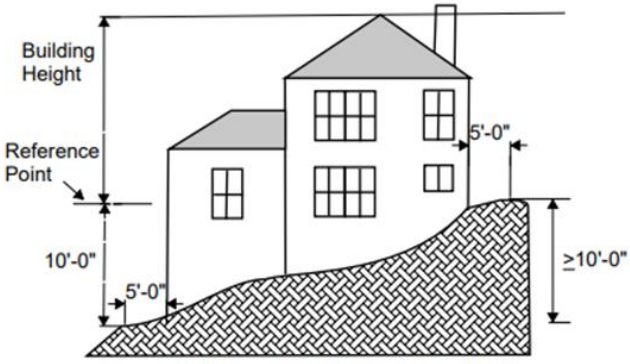


Figure 16.18-5 - Stepped Building = ≥10'-0"

FIGURES 16.18-2, -3, -4. -5
MEASUREMENT CRITERA

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

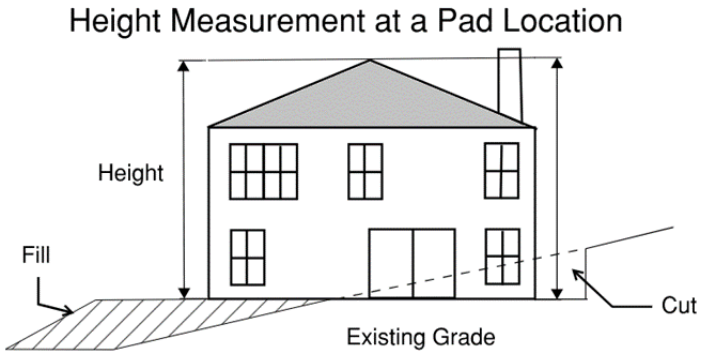


FIGURE 16.18-6
MEASUREMENT WITH PAD CONFIGURATION

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

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

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

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

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

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

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

…

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

16.18.140 – Setback Regulations and Exceptions

..

4. Setback Requirements for Specific Structures:

..

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

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

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

TABLE 16.18-2
RETAINING WALLS - NON-HILLSIDE AREAS

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

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

“

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

16.22.030 General Height Limitations.

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

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

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

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

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

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

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

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

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

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

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

"16.22.050 Measurement of Fence or Wall Height.

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

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

"16.22.060 Walls Required Between Different Zoning Districts.

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

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

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

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

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

1. The existing wall meets or can be modified to conform to the intent of this chapter;

2. Suitable landscaping can be installed adjacent to the existing wall to supplement and enhance the ~~de-sired~~desired physical separation;

3. The existing wall can be protected to prevent vehicle damage~~, if necessary~~; and

4. Concurrence of the adjacent property owner can be obtained, to modify the existing wall to meet the requirements of this chapter."

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

"16.22.070 Special Wall and Fencing Requirements.

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

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

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

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

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

F. Retaining Walls.

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

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

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

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

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

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

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

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

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

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

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

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

"16.24.010 Purpose.

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

A. Providing guidelines and standards for development in visually sensitive ~~hillside areas~~*Hillside Areas* to minimize the ad~~-~~verse impacts of ~~grading~~*grading* and to promote the goals and objectives of the *City's* G~~g~~eneral P~~p~~lan;

B. Maintaining an environmental equilibrium consistent with existing vegetation, wildlife, soils, geology, ~~slopes~~*slopes*, and drainage patterns, and to preserve natural topography and scenic character, including canyons, creeks, knolls, rock outcrops, and ridgelines whenever feasible;

C. Encouraging development proposals that feature water conservation and aquifer recharge techniques;

D. Encouraging development proposals that are sensitive to fire, flood, slide, *erosion*~~erosion~~, pollution, or other safety hazards;

E. Encouraging sensitive development through flexible design and innovative arrangement of building sites by utilizing variable lot sizes, clustering, and setback variations;

F. Utilizing nontraditional design standards for streets and hillside ~~grading~~*grading* where development quality and public safety are not affected;

G. Encouraging developments that incorporate desirable existing features of land (e.g., natural vegetation, viewsheds, topographic features);

H. Protecting significant natural areas for ecologic purposes, educational, and other scientific study purposes; 1. Encouraging the use of drought-tolerant plant material to protect ~~slopes~~*slopes* from soil *erosion*~~erosion~~ and slippage, preserve natural watershed, minimize fire hazard, and minimize the scarring and deformation of the natural landscape;

I~~J~~. Limiting the impact of ~~cut~~*cut* ~~slopes~~*slopes* on adjacent developed and undeveloped properties; and

J~~K~~. Providing for appropriate intensity of development (e.g., density, massing, etc.) ~~in hillside areas~~ through a variety of design techniques to ensure that development intensity decreases as ~~slopes~~*slopes* become steeper (e.g., lot sizes appropriate for steeper topography and separation of structures sufficient to preserve ~~the~~a viewshed).

16.24.020 Applicability.

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

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

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

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

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

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

16.24.030 Definitions.

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

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

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

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

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

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

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

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

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

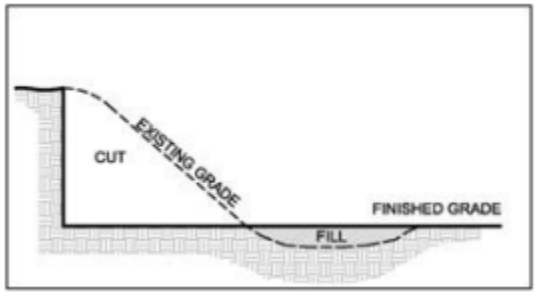
Director. See Section 16.46.050 "Director."

Elevation. Height or distance above mean sea level.

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

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

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



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

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

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

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

view, varying slope gradients, and significant transition zones, between man-made and natural land surfaces~~slopes~~.

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

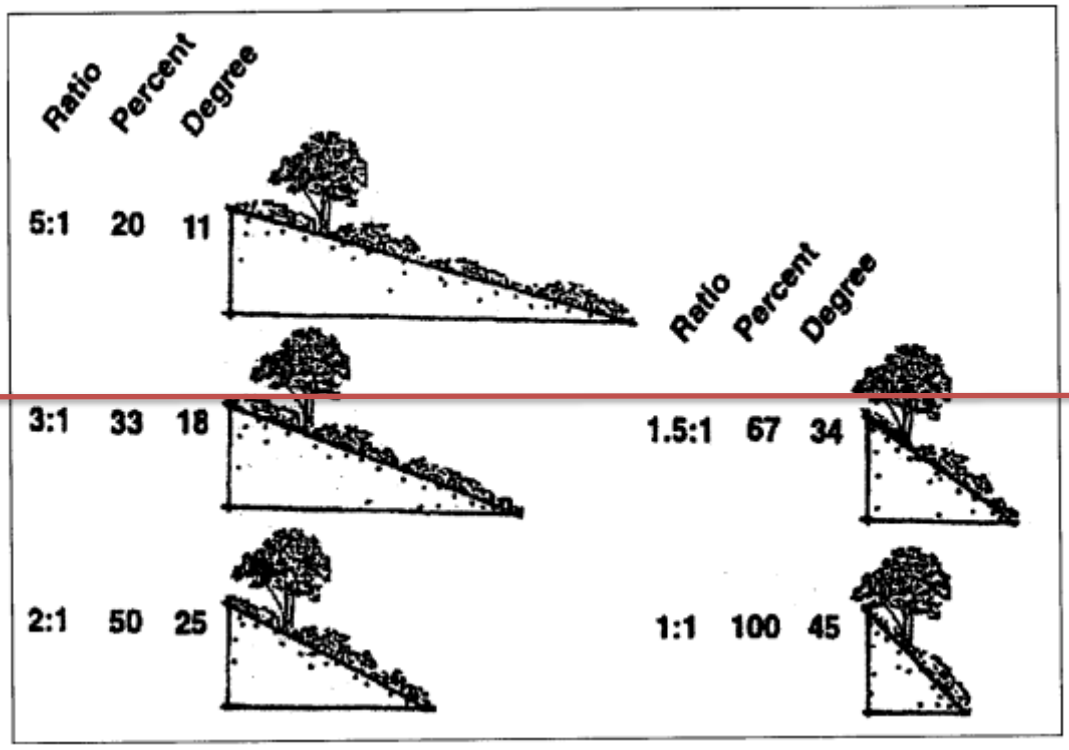
Mass Grading. The movement of large quantities of earth over large areas. Disruption of the majority of the on-site surface terrain resulting in a successive pad/terrace configuration. ~~Modification or elimination of natural landforms may result.~~

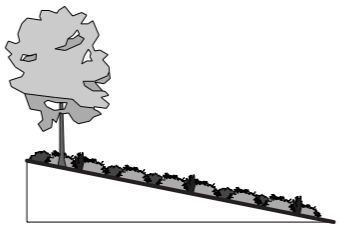
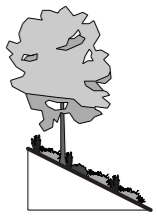
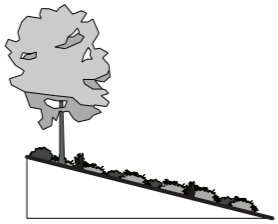
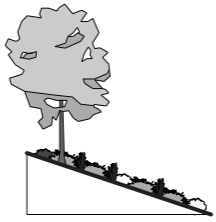
Minimal Grading. A grading concept designed to minimize excavation and filling. Allows the movement of earth for projects (e.g., as individual building foundations, driveways, local roads, and utility excavation). The concept is associated with roads conforming closely to natural contours and with structures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

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

Prominent Ridge. A ridge or hill location that is visible from Interstate 15, Interstate 215, or from an arterial or secondary street, that forms part of the skyline or is seen as a distinct edge against a backdrop of land and has been identified on a "Prominent Ridgelines" Map adopted by the City Council. Refer to Section 16.24.110.
~~Ridge. An extended, narrow, conspicuous elevation of land generally between valleys.~~

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



Ratio	Percent	Degree		Ratio	Percent	Degree	
5:1	20	11		2:1	50	25	
4:1	25	14		1.5:1	67	34	
3:1	33	18		1:1	100	45	

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

~~I x L x .0023 where~~

~~A~~

~~I = Contour interval in feet.~~

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

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

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

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

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

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

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

16.24.040 Application Submittal Requirements.

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

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

Application filing requirements are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~d~~c. Where proposed ~~grading~~*grading* ~~will~~would potentially impact existing natural drainage conditions.

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

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

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

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

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

I. No Grading Permit Required. See 16.24.080 (Exceptions) for applicability.

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

1. A line of sight or view analysis;

2. Photographic and/or computer generated graphic renderings;

3. A topographic model and/or large scale detailed partial model; or

4. Other illustrative techniques determined necessary to aid in review of the project.

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

16.24.050 Project Review Procedures.

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

A. Director Approval. The *Director* shall approve, approve with conditions, or deny development proposal applications pursuant to the authority as referenced under Table 4-1 "Approval Authority and Public Hearing Requirements." ~~when the following conditions apply:~~

~~1. Development plan permits;~~

~~2. Extensions of time; or~~

~~3. Building permit reviews.~~

B. Planning Commission Approval. The Planning C~~c~~ommission shall approve, approve with conditions, or deny development proposal applications pursuant to the authority as referenced under Table 4-1 "Approval Authority and Public Hearing Requirements." ~~when one or more of the following conditions apply:~~

~~1. When padded building sites are proposed; or~~

~~2. Proposals referred to the commission by the director.~~

C. Modification of Requirements. The Planning C~~c~~ommission may modify or waive a development standard:

1. W~~w~~hen an improved or more environmentally sensitive design ~~will~~would result. Further, where it can be demonstrated that imposing the objective hillside development standards would either render a parcel unbuildable and create a loss of its reasonable economic use, or place an undue restriction on the improvement of the property, development consistent with the *City's* G~~g~~eneral P~~p~~lan shall be allowed subject to approval by the Planning C~~c~~ommission, if the following findings can be made:

a. The site is physically suitable for the design and siting of the proposed development. The proposed development will result in minimum disturbance of environmentally sensitive areas;

b. The ~~grading~~*grading* proposed in connection with the development would ~~will~~ not result in soil *erosion*~~erosion~~, silting of lower ~~slopes~~*slopes*, flooding, severe scarring, ~~or~~ create other geological instability conditions, or a fire hazard condition that would affect the public's health, safety and general welfare for the *City*, as determined by the ~~city engineer~~*City Engineer* or their designee;

~~c. The proposed development retains the visual quality of the site, the aesthetic qualities of the area, and the neighborhood characteristics by utilizing proper structural scale and character, varied architectural treatments, and appropriate plant materials; and~~

16.24.060 Hillside Development Standards.

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

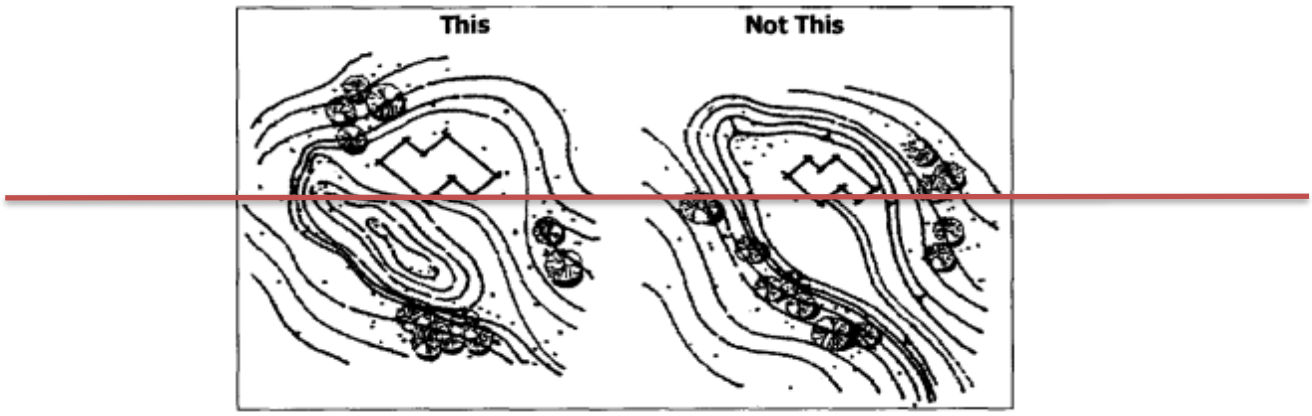
A. Hillside Slope Categories. The following ~~descriptions~~categories serve as guidelines ~~general standards~~ for determining the applicability of hillside ~~slope~~conditions at a subject site ~~categories to ensure that development will compliment the overall character of the landform~~.

TABLE 16.24-1
HILLSIDE DEVELOPMENT STANDARDS

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

B. Site Design.

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



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

to preserve sensitive and ~~hillside areas~~*Hillside Areas*. Lots under five thousand~~thou-sand~~ (5,000) square feet are prohibited in slope areas of twenty-five (25) percent or greater.

C. Driveways and Roadways.

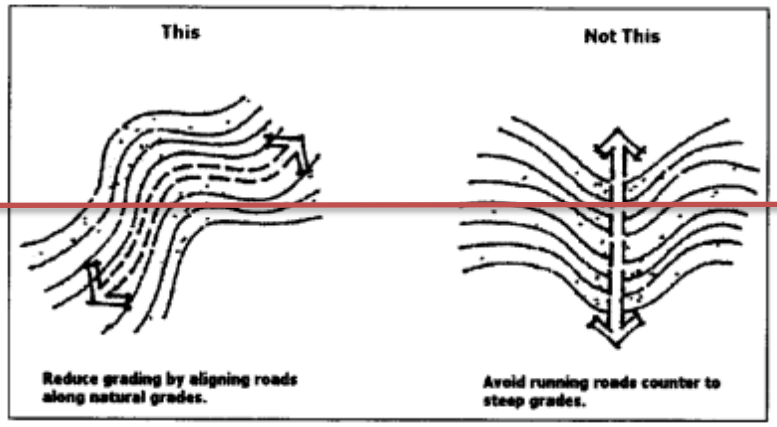
1. ~~-~~Driveways shall be designed in a manner as to when a vehicle is entering a public~~/~~ and/or private streets~~,~~ ~~maintaining~~ adequate sight distance shall be maintained as determined by the ~~city engineer~~*City Engineer* or their designee.

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

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

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

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



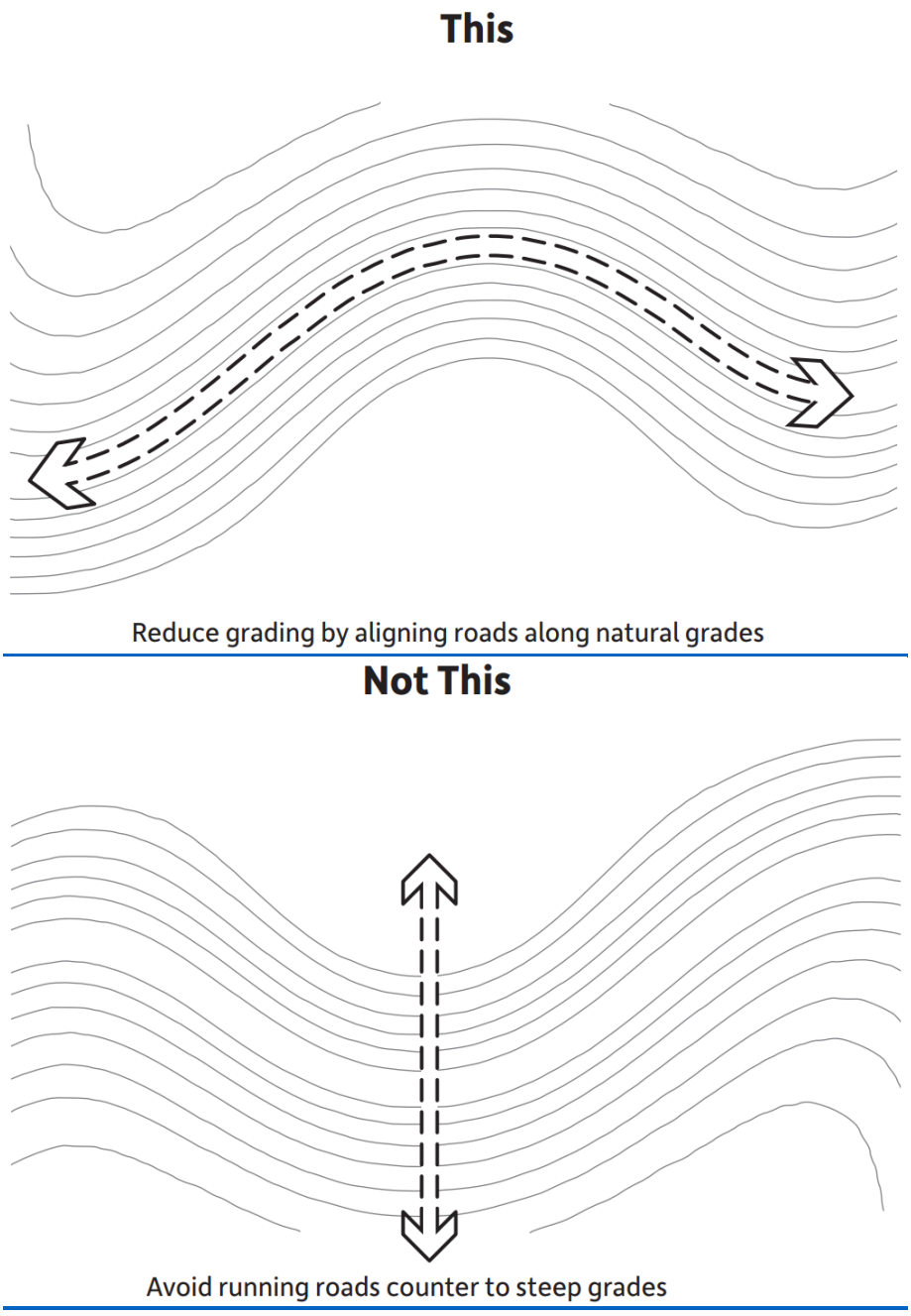


FIGURE 16.24-1
ROADWAY PLACEMENT

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

7. The extent of vegetation and visual disruption shall be minimized by the combined use of retaining structures and regrading to approximate natural ~~slopes~~*slopes*. The view along a street frontage shall be buffered with~~provide a pleasant appearance with a sense of open space~~

~~and~~ landscaping and the maintenance of views shall be preserved as demonstrated on the project plans. The use of terraced walls and landscaping ~~to reduce grading impact associated with retaining walls~~ is a recommended design technique to address this visual impact~~encouraged~~.

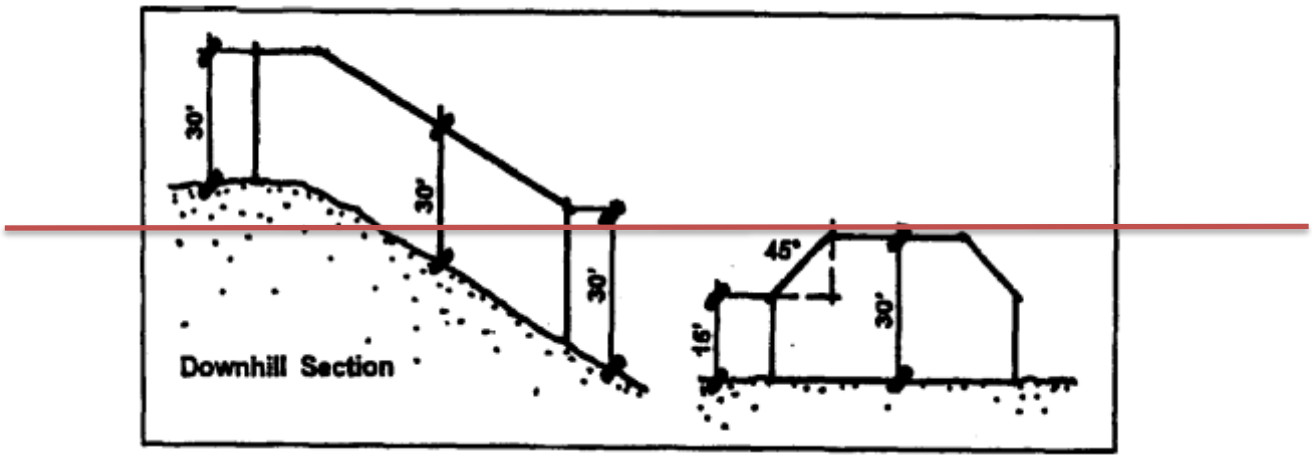
8. Wet utilities shall be placed in the road right-of-way, where feasible and approved by the reviewing agency.

9. Scaled roadway drainage facilities and grades shall be provided consistent with *City* design standards.

D. Architecture.

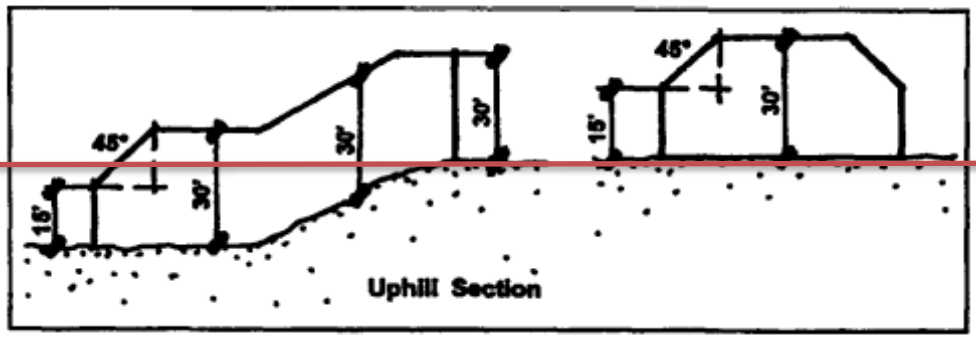
1. ~~The building envelope for primary structures, except for padded building sites,~~ The maximum structure height shall be thirty (30) feet. Refer to Section 16.18.080.A (Maximum Height) for additional criteria on how to calculate the maximum height for a sloped parcel. ~~as follows:~~

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



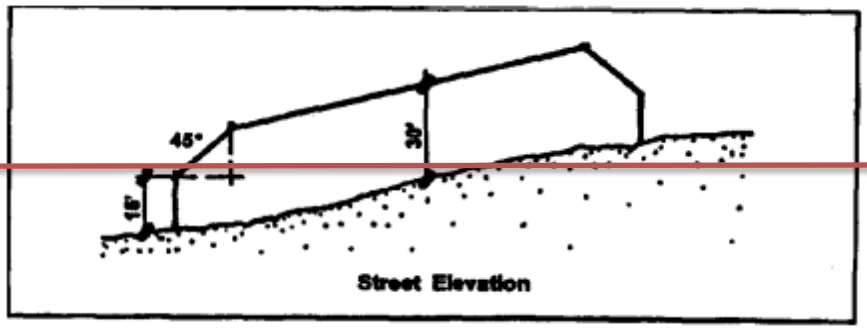
~~**FIGURE 3-4**~~
~~**BUILDING ENVELOPE FOR DOWNHILL LOT**~~

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



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

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



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

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

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

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

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

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

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

E. Walls and Fences.

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

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

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

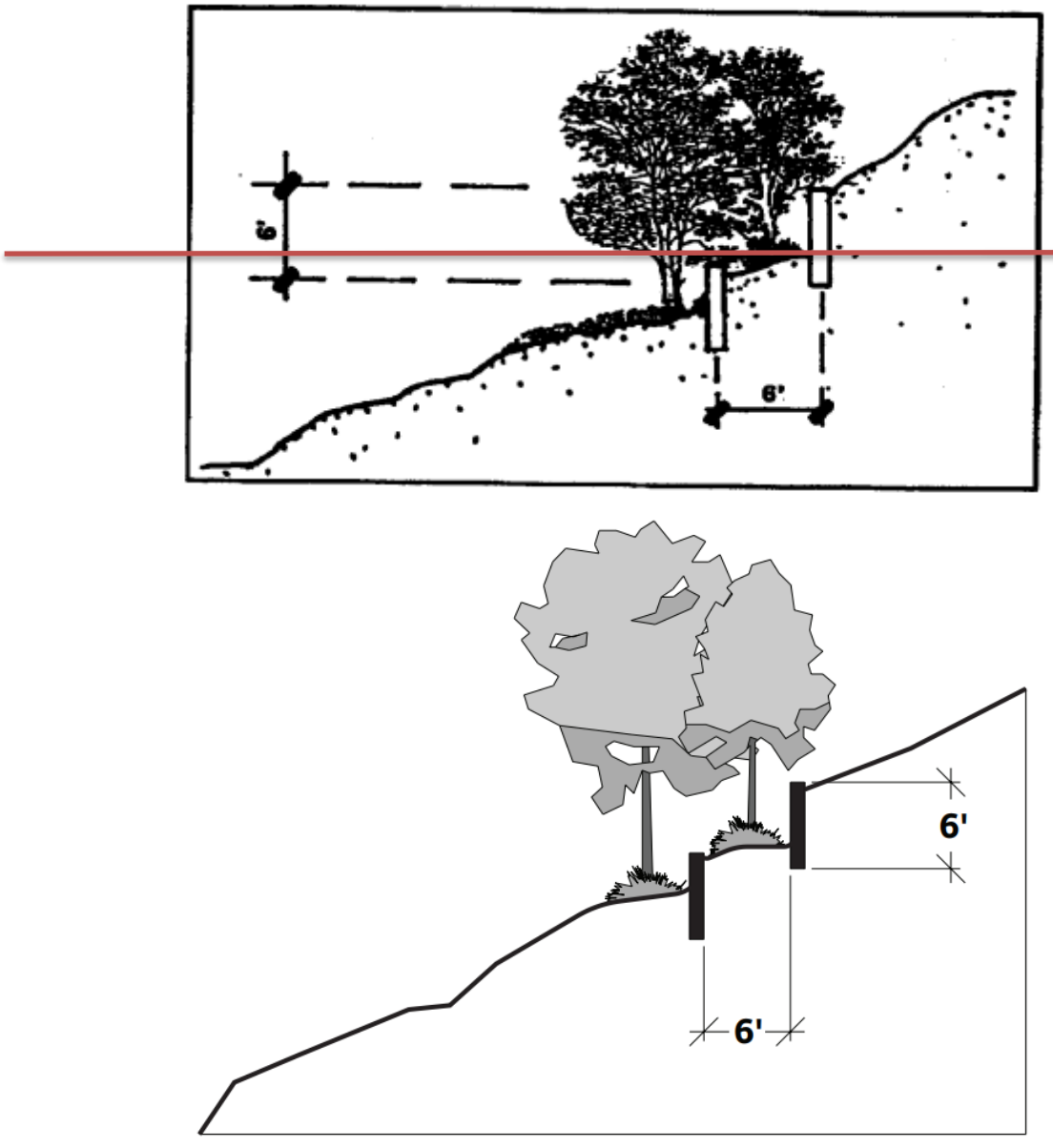


FIGURE ~~3-7~~16.24-2
HEIGHT OF RETAINING WALLS

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

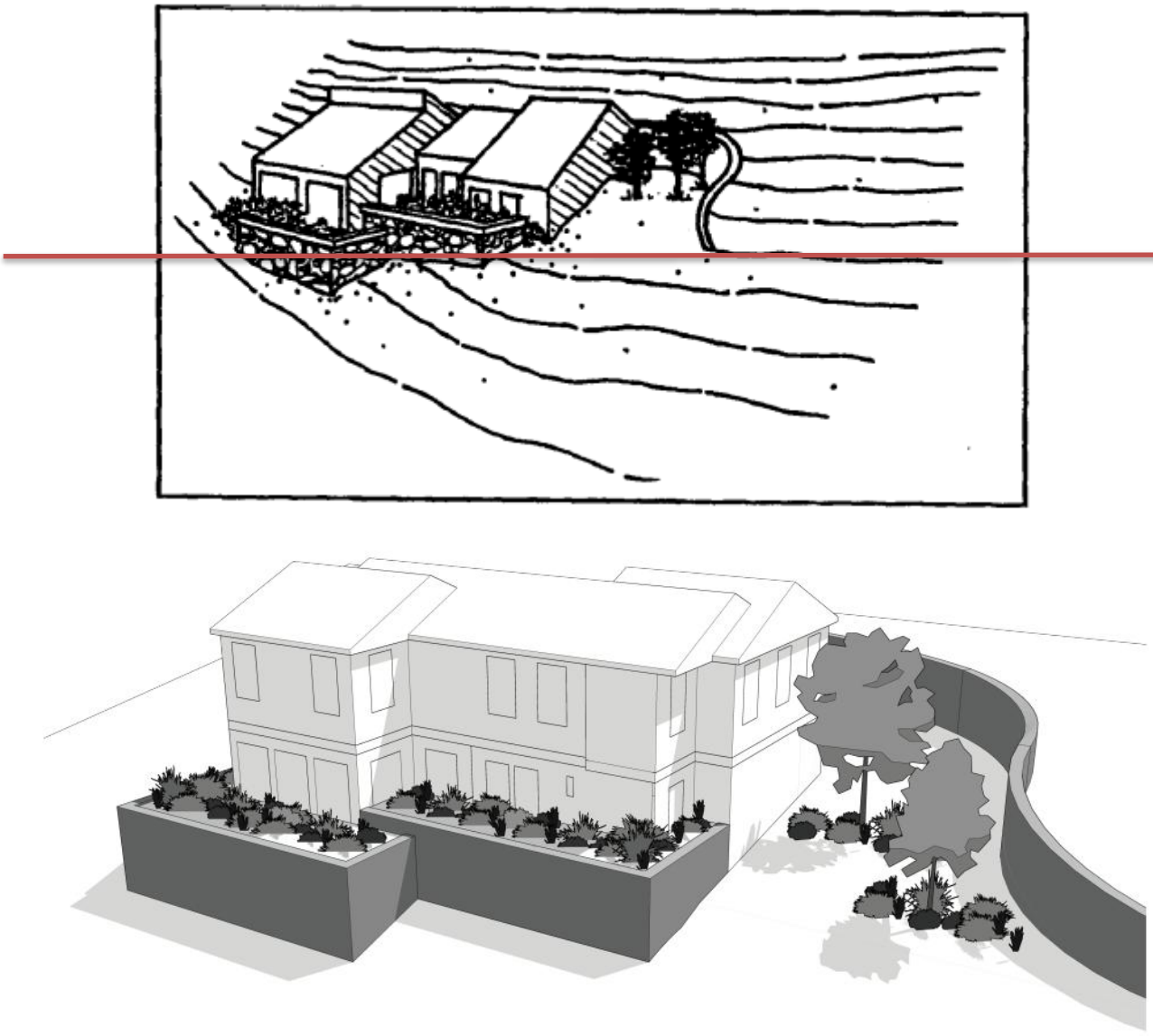


FIGURE ~~3-8~~16.24-3
RETAINING WALL AS PART OF PRIMARY STRUCTURE

1~~4~~. Refer to Section 16.22.070.F (Retaining Walls) for additional criteria.~~Crib walls may be approved on a case by case basis if it can be demonstrated that excessive height is not being created and provisions for extensive landscaping are incorporated.~~

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

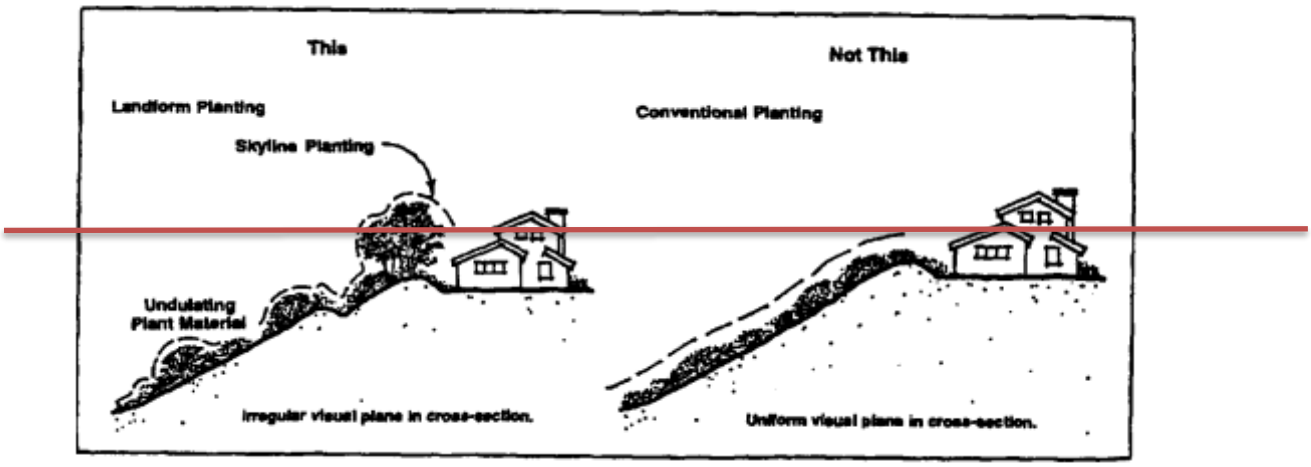
~~6. Walls and fencing visible from the public right-of-way shall be designed to incorporate visual interest through variation in placement, use of planters, differing materials, and modulation of the wall plane.~~

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

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

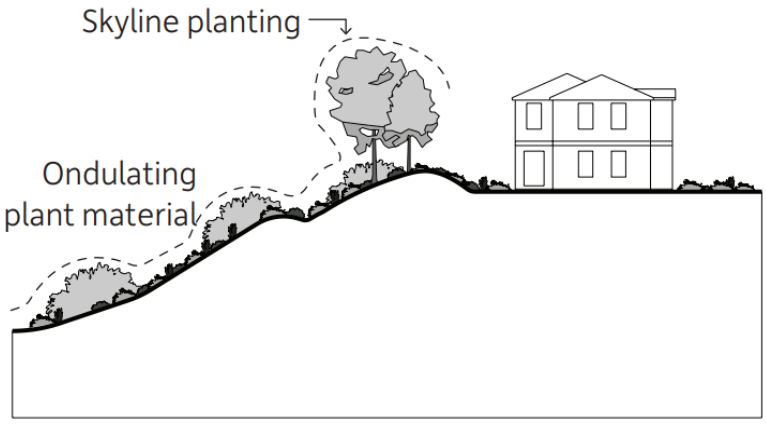
1. Indigenous, or naturalized plants that blend naturally with the landscape shall be utilized in areas where planting is required. Plant selections shall be deep-rooting, drought tolerant, and fire resistive.

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



This

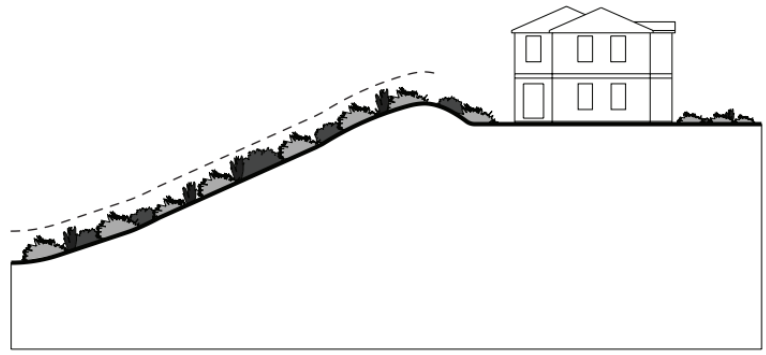
Landform Planting



Irregular visual plane in cross-section

Not This

Conventional Planting



Uniform visual plane in cross-section

FIGURE 16.24-4
NATURAL LANDFORM PLANTING

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

3. A "vegetative backdrop" shall be maintained by replanting the site with native trees and/or providing the same vegetation that was removed consistent with City landscaping standards. As demonstrated on the project plans, the proposed vegetation shall be sized and

spaced appropriately to screen structures for growth of the species at maturity and to preserve the appearance of the natural skyline.

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

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

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

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

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

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

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

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

~~a. A worst-case Santa Ana wind condition;~~
~~b. The natural ungraded slope *of* the land within the project and in the areas adjacent to the project;~~
~~c. Fuel loading:~~
~~d. Access to the project by fire suppression equipment. and access directly to the fuel modified area, and egress out of the project in case of evacuation;~~
~~e. The on-site availability *of* water that can be used for fire fighting purposes with regard to fire flows, water pressure, and duration:~~
~~f. "Built-in" fire protection within structures (i.e., sprinklers etc.);~~
~~g. Soil erosion and sediment control measures; and~~
~~h. The fire department fuel modification policy document.~~

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

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

a. A worst-case Santa Ana wind condition;

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

c. Fuel load;

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

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

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

g. Soil erosion and sediment control measures;

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

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

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

G. Grading.

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

2. ~~Slopes~~*Slopes* created by *grading*~~grading~~ of the site shall not exceed fifty (50) percent or 2:1., ~~without~~Slopes exceeding 2:1, but less than, or equal to 1.5:1, may be considered upon additional analysis by a licensed geotechnical engineer. ~~a soils report and stabilization study indicating a greater permissible slope.~~ ~~Slopes~~*Slopes* shall not exceed thirty (30) feet in height between terraces or benches, except that the Planning C~~c~~ommission may permit ~~slopes~~*slopes* exceeding these dimensions where the ~~slopes~~*slopes* will result in a natural appearance and will not create geological or *erosion*~~erosion~~ hazards. The soils report and stabilization study shall ~~will~~ be subject to third party review prior to approval by the ~~city~~*City*. ~~Refer to the hillside development guidelines (16.24.070) for methods to accomplish this standard.~~

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

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

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

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

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

7. ~~Fill~~*Fill* ~~slopes~~*slopes* shall not be placed perpendicular across a canyon. Straight line ~~cut~~*cut* of~~F~~ ~~fill~~*fill* ~~slopes~~*slopes* shall not be made to appear like a dam. The terminus of the ~~fill~~*fill* shall, instead, be concave in shape to restore the ~~can-yon~~canyon appearance. This concave configuration shall be in combination with the use of substantially flatter ~~slope ratios~~*slope ratios* (4:1, 3.5:1, 3:1~~l~~) at or near the center of this indentation. Symmetrical or unsymmetrical concave configurations shall be used depending upon the adjoining or underlying topographic characteristics.

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

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

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

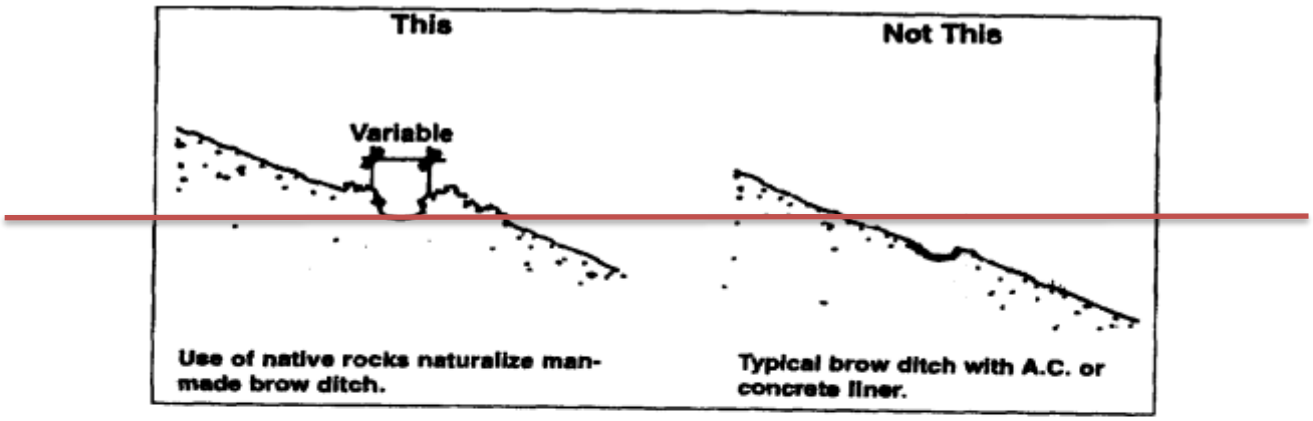
11. ~~Grading~~*Grading* shall be phased so that prompt revegetation or construction will control *erosion*~~erosion~~. Where possible~~,~~ only those areas that will be built on, resurfaced, or landscaped shall be disturbed. Top soil shall be stockpiled during the rough ~~grading~~*grading* phase and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

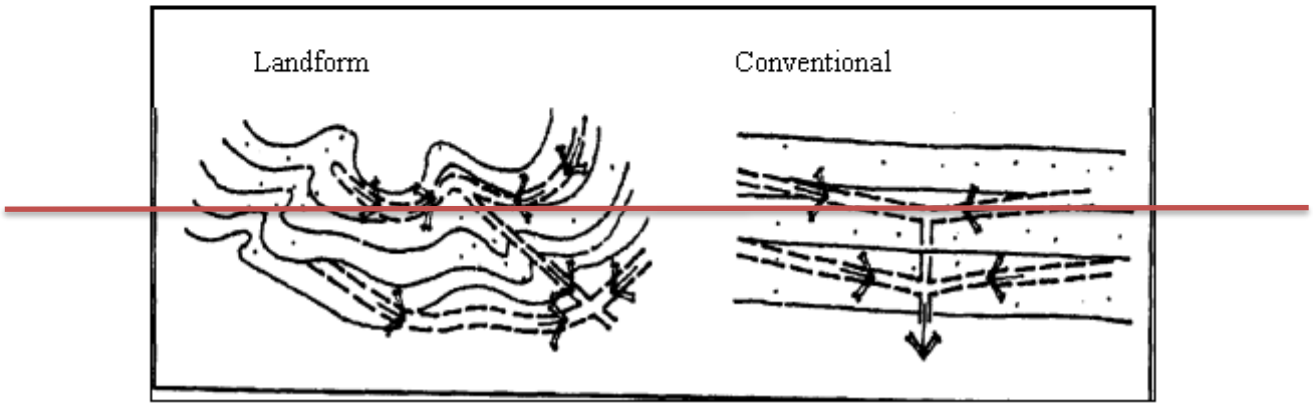
12. Applicable requirements of the ~~city~~*City* and state shall be complied with in conjunction with the latest ~~a~~ National Pollution Discharge Elimination System (NPDES) permit prior to the issuance of a ~~grading~~*grading* permit. This ~~, which~~ may include, but is not limited to, a Grading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

H. Drainage.

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

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





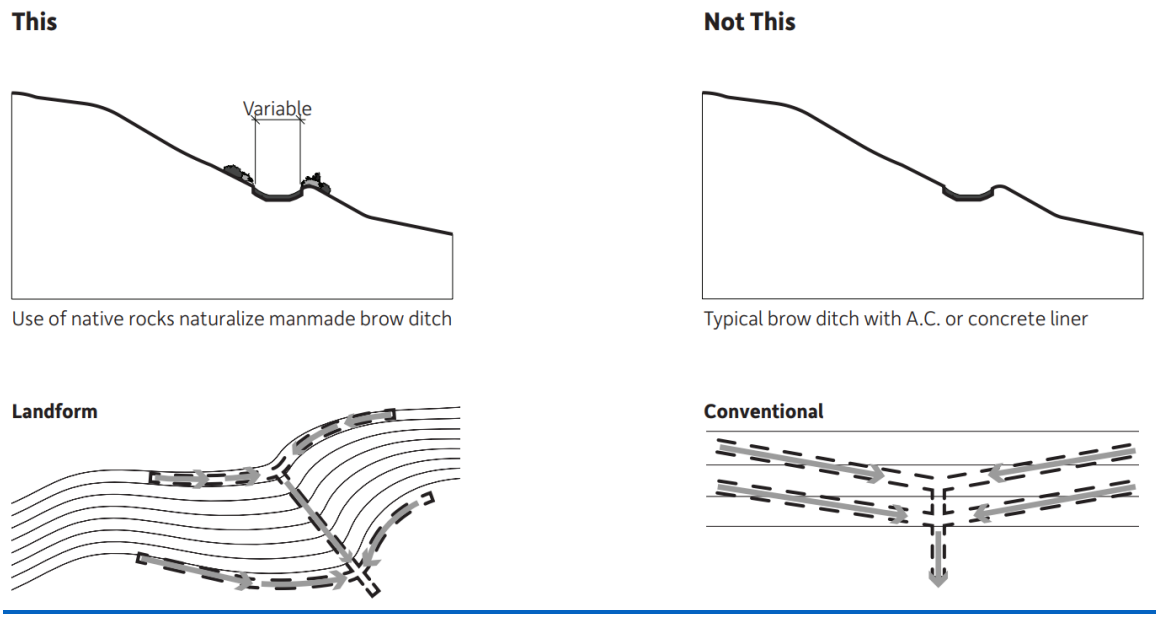


FIGURE 16.24-5
NATURALIZED VERSUS CONVENTIONAL LANDFORMING

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

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

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

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

I. Public Safety.

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

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

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

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

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

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

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

g. Chimneys shall be provided with approved spark arresters.

2. Adequate water supply and pressure for proposed development shall be required in compliance with the adopted California Fire Code~~department Standards~~.

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

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

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

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

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

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

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

16.24.070 Hillside Development Guidelines.

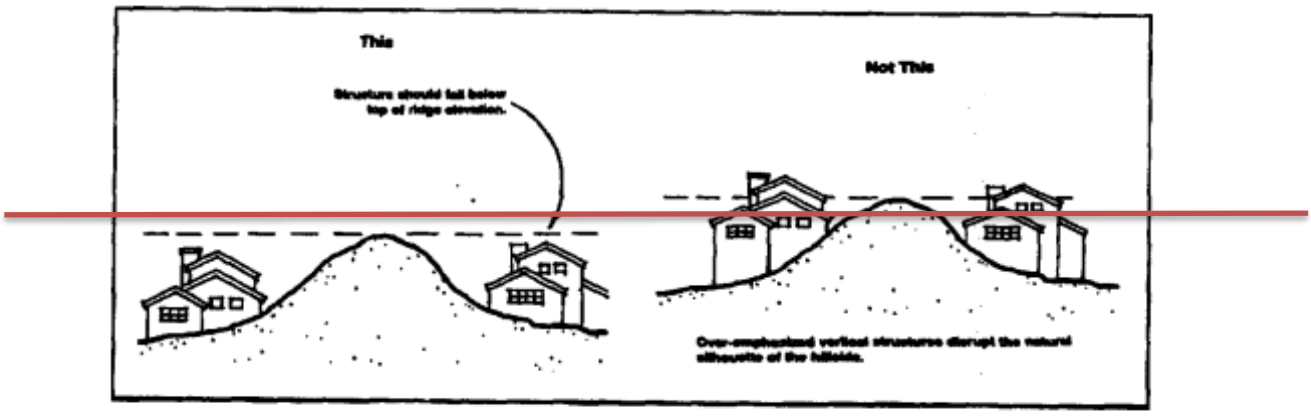
The hillside development guidelines are intended to illustrate and amplify the appropriate development concepts for designated ~~hillside areas~~*Hillside Areas*. The guidelines are not intended to be an exhaustive list of standards, but rather policy statements, to encourage development that is sensitive to the unique characteristics common to hillside properties. The guidelines allow for flexibility and they encourage creativity, especially where a specific plan is prepared. However~~How-ever~~, the objective development standards provided in Section 16.24.060 shall be considered as a "benchmark" against which hillside development proposals will be reviewed for compliance with the purposes of this chapter.

The guideline's purpose is to allow for innovative or alternate methods of design in ~~hillside area~~*Hillside Areas*. Innovation is encouraged as long as the end result is one that respects the natural character of the hillside and is consistent with the purposes of this chapter and the goals, objectives and policies of the *City's* G~~g~~eneral P~~p~~lan.

Conformance with the guidelines ~~will~~shall be incorporated in the preparation and approval of subdivisions and individual site developments. During the application review process, the ~~city~~*City* will evaluate the consistency of the proposal with the purposes of this chapter. Prior to the start of the design effort, it is recommended that the project design team members read the *City's* G~~g~~eneral P~~p~~lan and become familiar with its policies.

A. Site Design.

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

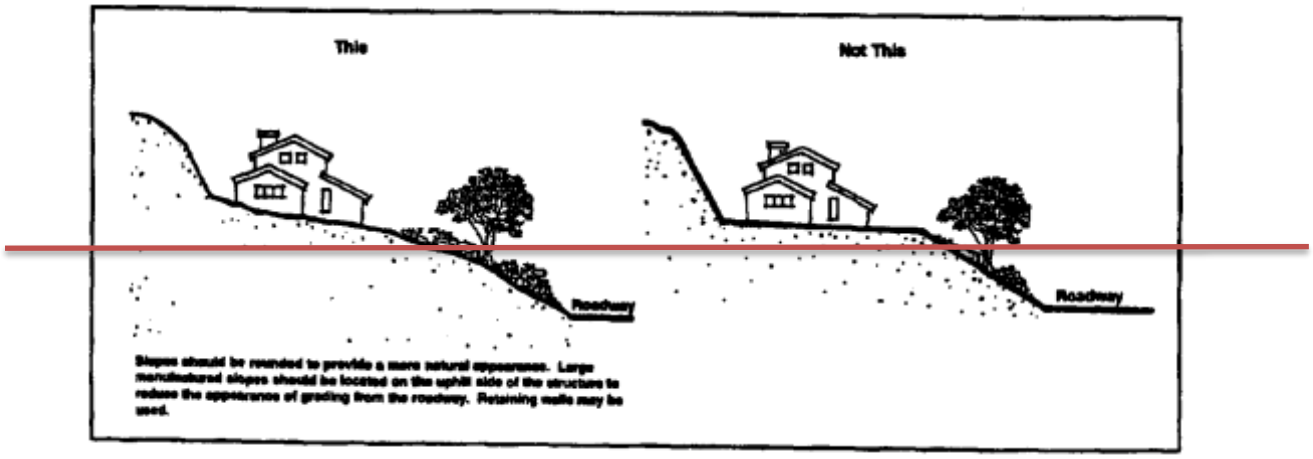


2. Preserve views of significant visual features. See Section 16.24.110 "Prominent Ridgelines Map.", ~~the hillside overlay zone map as seen from both within and outside a hillside development. When designing lots and plotting homes, the following provisions should be considered:~~

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

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

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



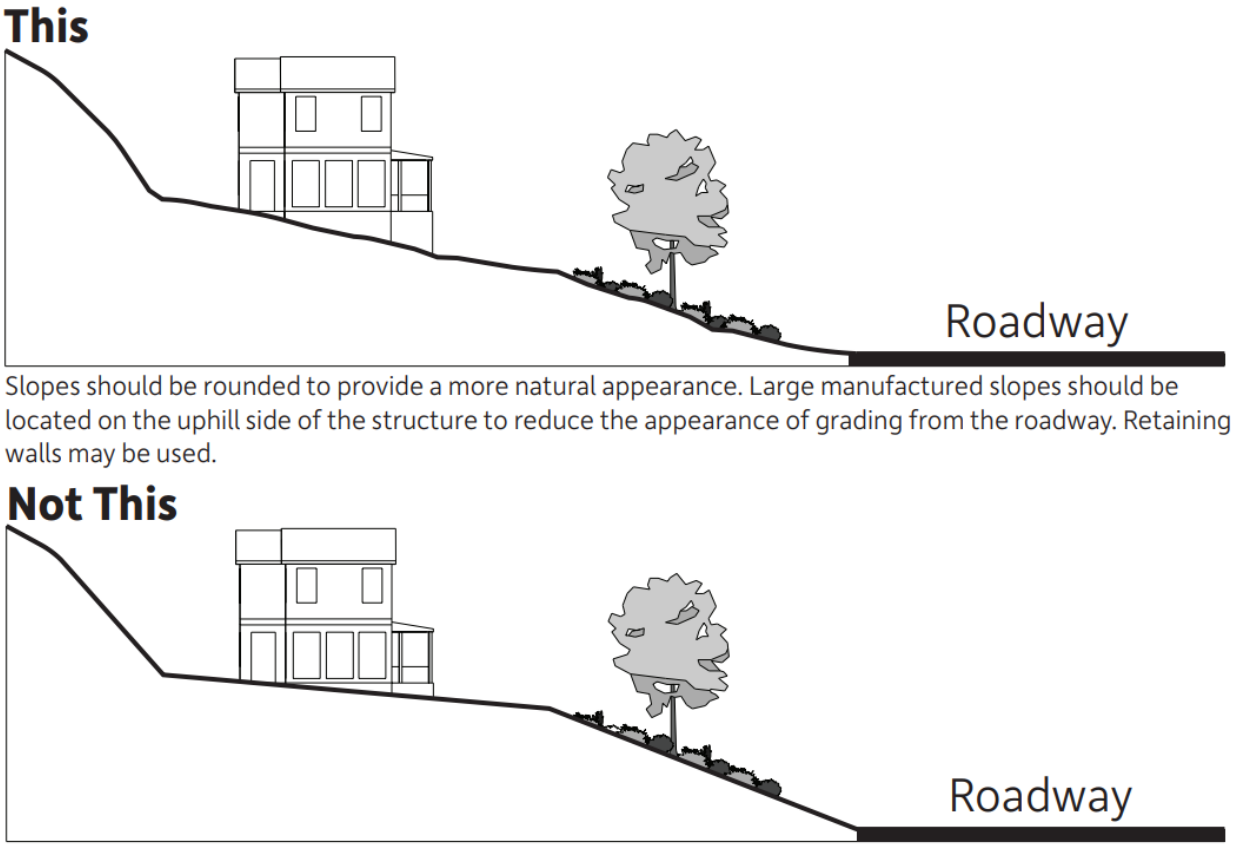
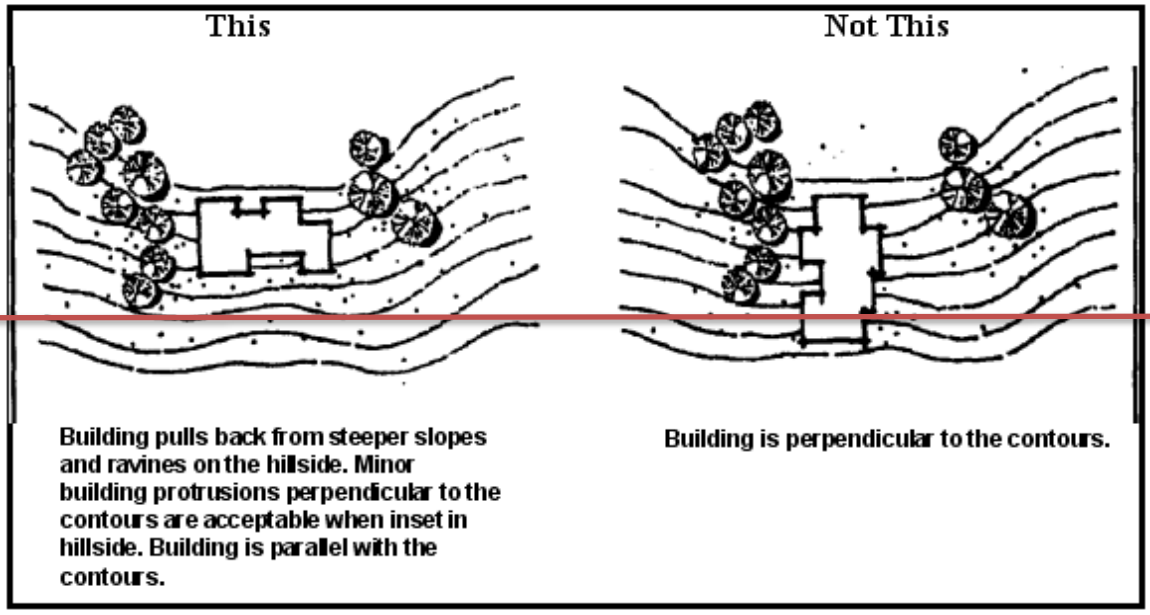


FIGURE 16.24-6
EXHIBIT 2 - BUILDING PLACEMENT AT A SITE

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



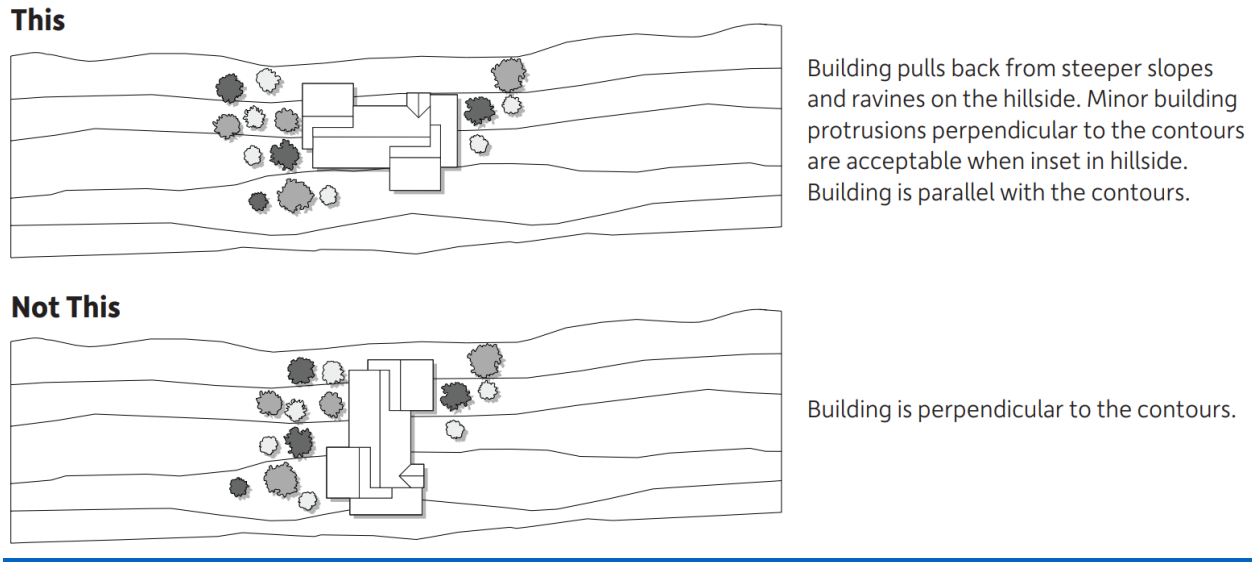
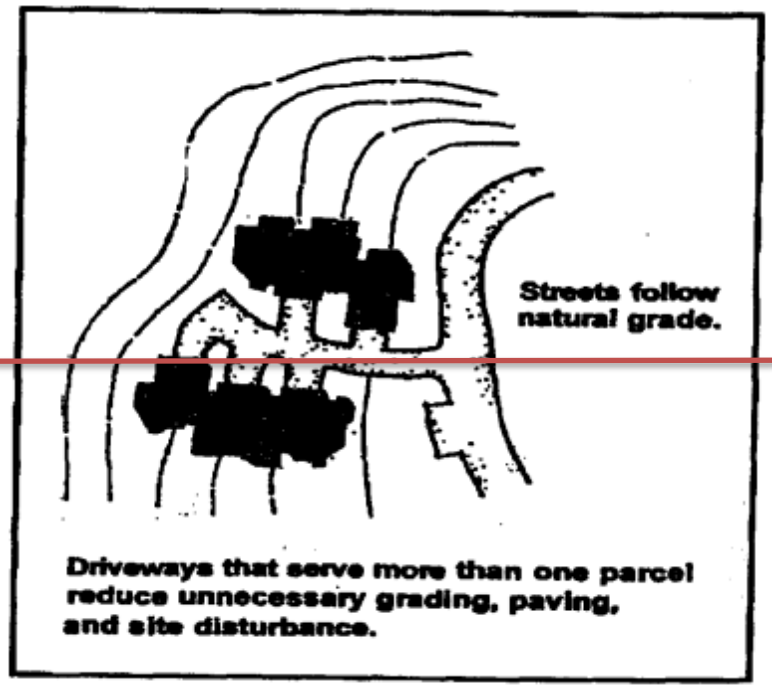


FIGURE 16.24-6
EXHIBIT 3 - BUILDING PLACEMENT AT A SITE

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

B. Driveways and Roadways.

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



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

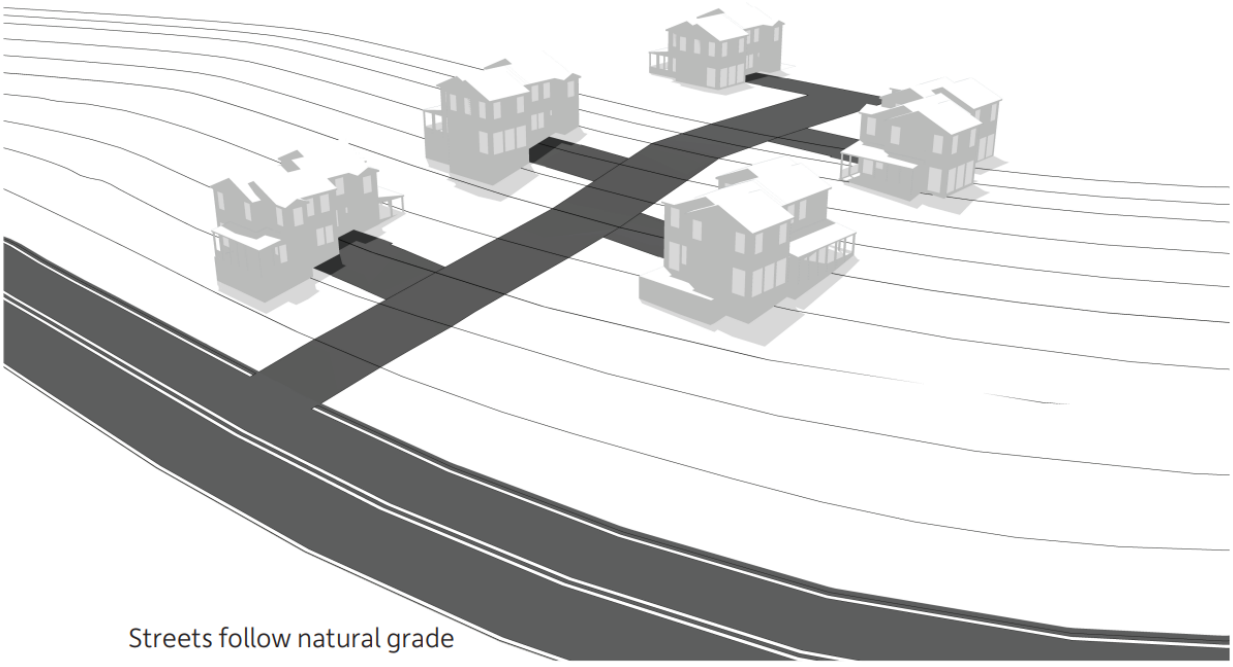


FIGURE 16.24-7
ROADWAY PLACEMENT AT A SITE

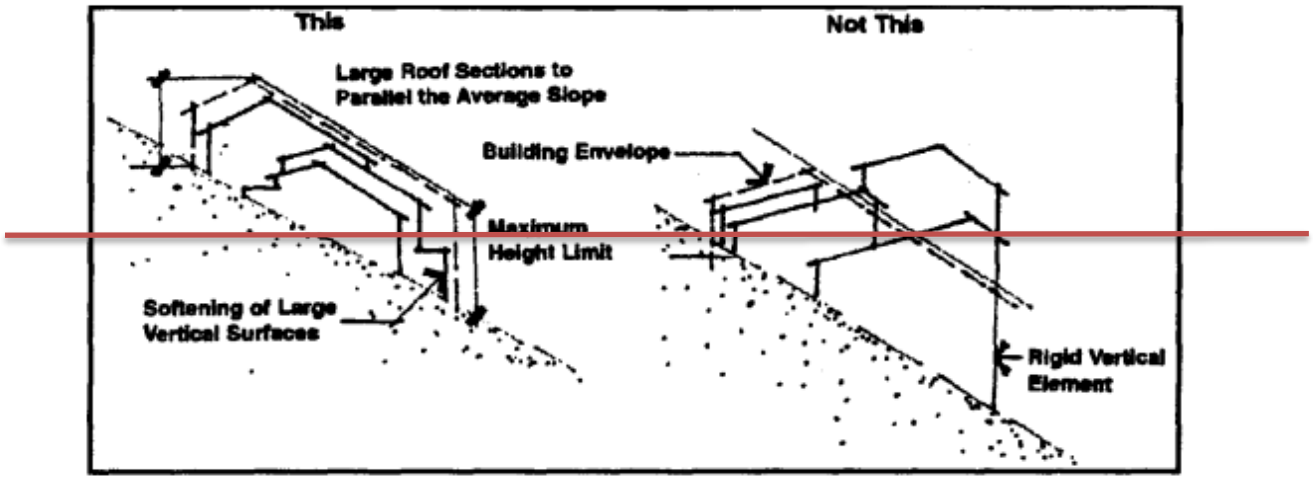
C. Architecture.

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

a. Detaching the garage from the residence;~~:~~

b. Integrating retaining walls into garage walls on sloping lots to reduce ~~grading~~*grading* and minimize visibility of walls;~~:~~ and

c. Including architectural enrichments and variations in roof massing. Roofs ~~should have~~shall incorporate low profiles (for example 3:12 slope) to minimize their visual impact. On sloping land, the roof pitch ~~should~~shall follow the slope of the hill-side, instead of being perpendicular to the hillside or opposing hillside slope. ~~Care should be taken to avoid the use of gabled ends on downhill elevations.~~Gabled ends shall not be used on downhill elevations. Upper stories ~~should~~shall not be cantilevered out of the opposite direction of the hillside slope.



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

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

D. Walls and Fences.

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

~~reduce the visual impact of walls. In addition, street front walls should incorporate varying design and natural materials. The use of open view fencing is encouraged, so long as adequate public safety and residential privacy are maintained.~~

1. In *Hillside Areas* with slopes greater than 25 percent and in order to maximize view opportunities, fencing on sloped areas shall incorporate the use wrought-iron, tubular steel, plexi-glass (for noise attenuation or aesthetics), or similar materials consistent with the maximum height criteria as provided under Section 16.22 “Fences, Hedges, and Walls.” Masonry walls may be provided at locations that contain refuse and recycling enclosures, playgrounds, or similar.

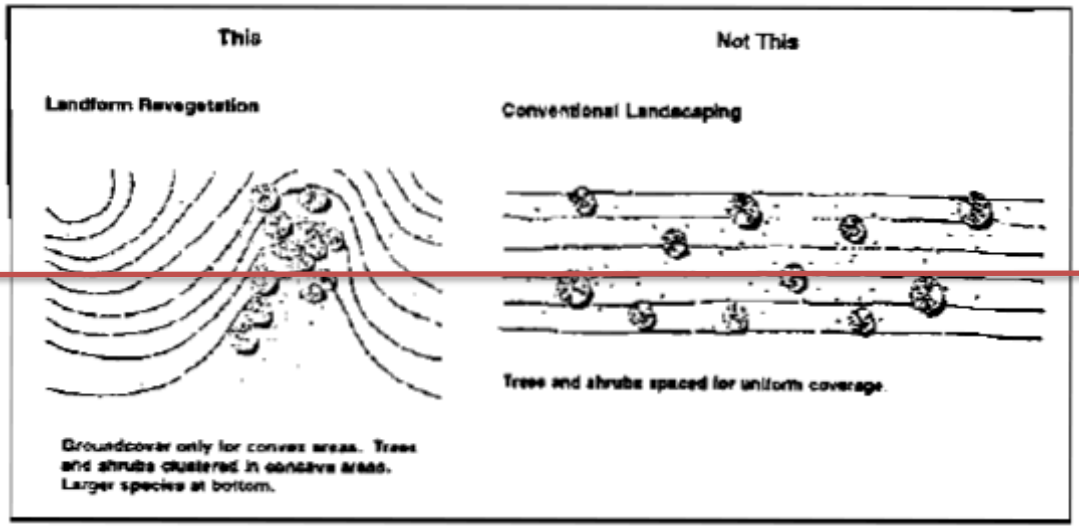
2. When possible, walls and fences ~~should~~shall be designed as an integral part of the building in order to minimize the visual impact on surrounding areas.

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

E. Landscaping.

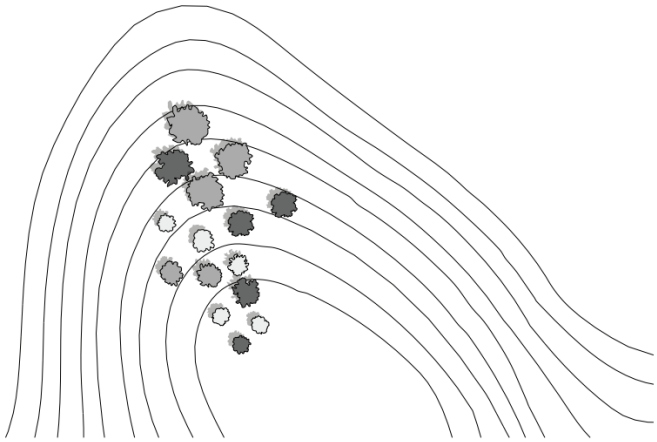
1. Street trees ~~should~~shall be provided in select areas to enhance the natural character of the areas and to create a more rural appearance. Street tree species selection, and spacing of trees, ~~should~~shall be sensitive to the context in which they are planted. Species selection shall be considered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

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



This

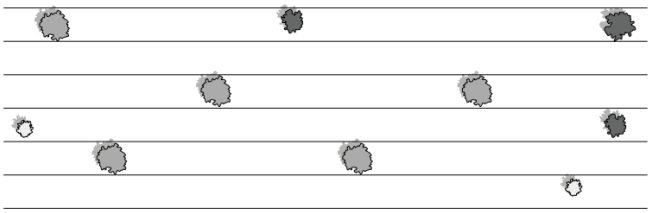
Landform Revegetation



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

Not This

Conventional Landscaping



Trees and shrubs spaced for uniform coverage.

FIGURE 16.24-8
BUILDING ENVELOPE ON SLOPE

F. Grading.

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

1. Minimal Grading. This is typically used for large lot single family homes, custom homes with variable foundations that conform to the existing ~~slopes~~*slopes*, and other uses that utilize

the least amount of ~~grading~~*grading* in order to get the facility and structures built. This technique embraces the following concepts:

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

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

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

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

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

2. Contour Grading. This concept results in post-development landforms that exhibit many of the characteristics present within natural landforms. ~~Contour~~*Contour* ~~grading~~*grading* is typically used in situations where conventional, terraced, ~~grading~~*grading* with benches and ~~slopes~~*slopes* might be used but a "softened" ~~grading~~*grading* look is desired. This would be desirable for areas that are limited in public view (i.e. concealed rear yards). Typically, ~~contour~~*contour* ~~grading~~*grading* can reduce required ~~cut~~*cut* and ~~fill~~*fill* volumes as compared with traditional, terraced, ~~grading~~*grading*. The design elements associated with this type of ~~grading~~*grading* include: (See Figure ~~3-9~~16.24-9 “Contour Grading”)

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

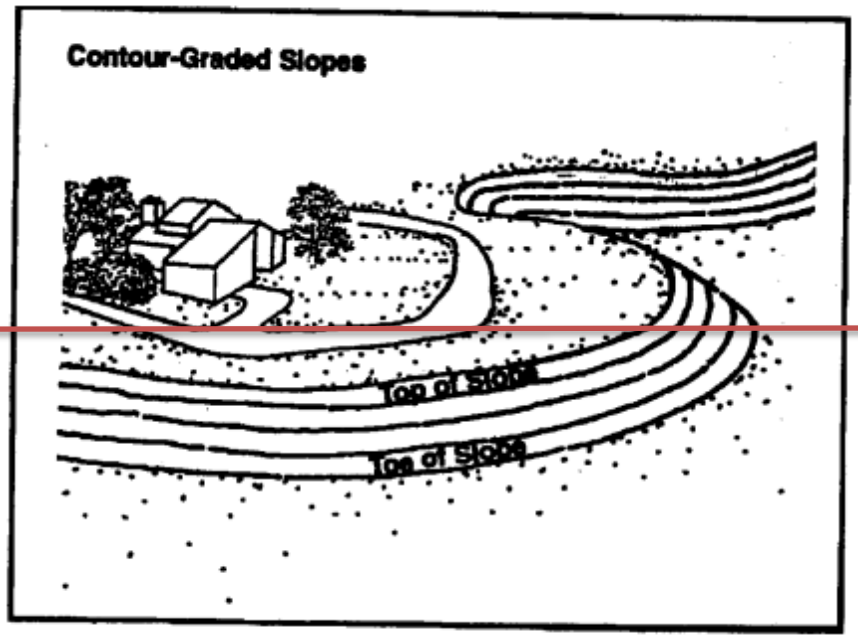
b. Post-development landforms that exhibit natural terrain characteristics (without the heavy modeling effects of ~~landform~~*landform* ~~grading~~*grading*);

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

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

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

~~**FIGURE 3-9**~~
~~**CONTOUR GRADING**~~



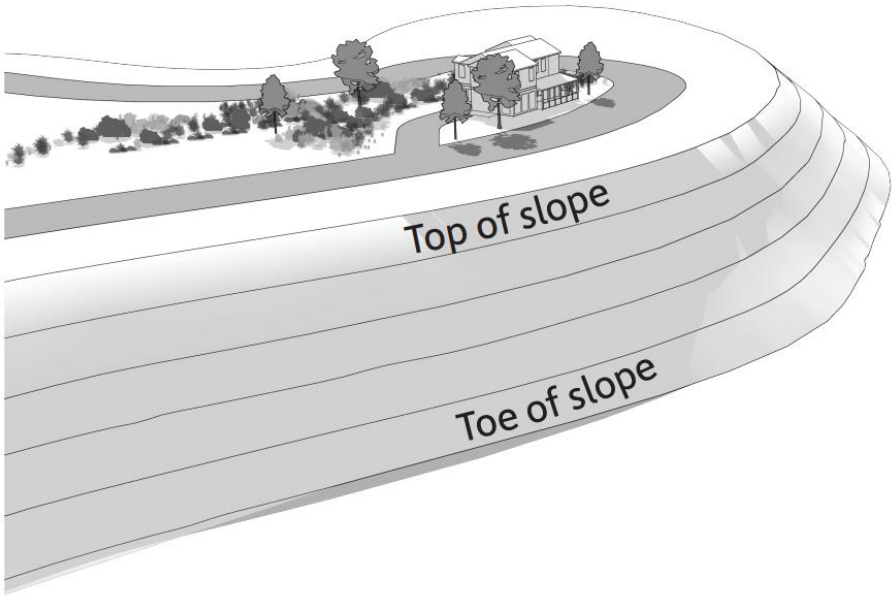
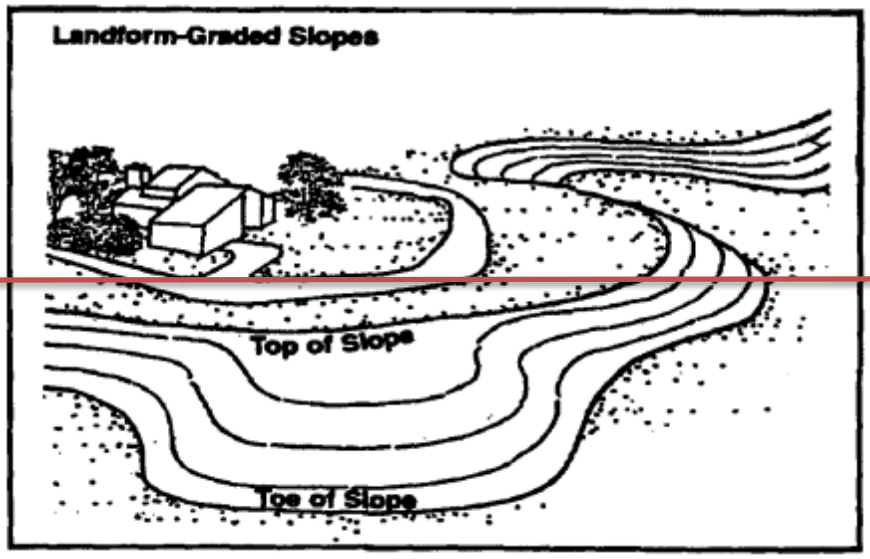


FIGURE 16.24-9
CONTOUR GRADING

~~FIGURE 3-10~~
~~LANDFORM GRADING~~



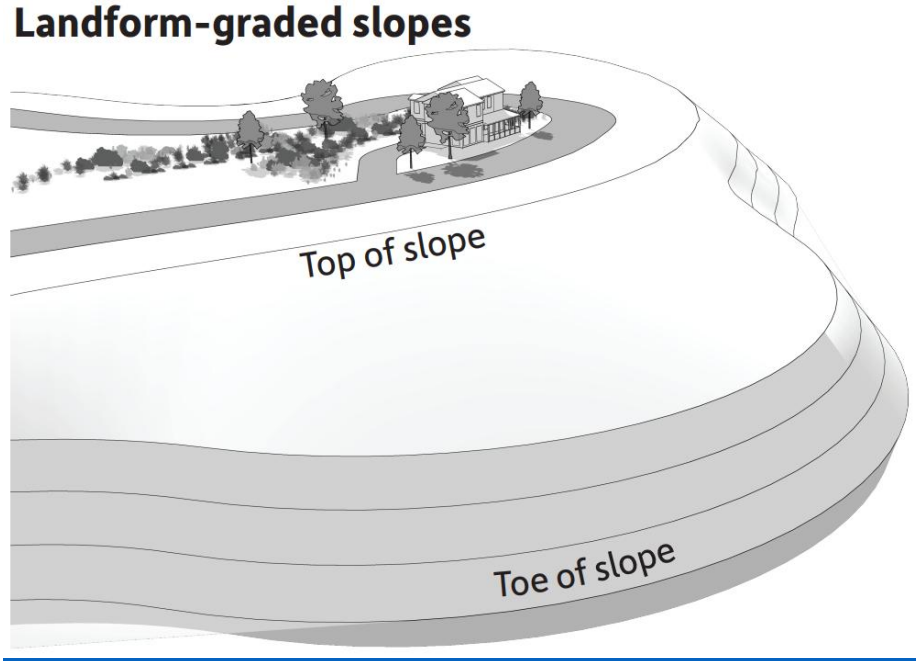


FIGURE 16.24-10
LANDFORM GRADING

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

The intent of these ~~grading~~*grading* guidelines~~,~~ is to incorporate the basic principles of the ~~landform~~*landform* ~~grading~~*grading* concept as the preferred method in the design and construction of hillside development projects. ~~so that they w ill be in harmony with the natural~~

~~topography and reflect natural plant distribution patterns.~~ (See Figure ~~3-10~~16.24-10 (Landform Grading))

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

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

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

c. ~~Pad configurations are irregular.~~ Slope ~~down-drain~~drainage devices shall either be placed to follow the natural topographic lines of the ~~slopes~~*slopes*, or shall be ~~are tucked away~~located in ~~special S~~swale and berm combinations in order to conceal the drains from view. Exposed segments in visible areas, as determined by the *City Engineer*, shall be~~are~~ treated with natural rock ~~for a more aesthetically pleasing appearance~~;

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

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

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

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

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

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

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

3~~2~~) The overall ratio from top to toe will be 2:1 or flatter; and

4~~3~~) Ratios flatter than 2:1 will also be used in the slope design.

c. ~~Grading~~*Grading* operations ~~should be planned~~shall occur to avoid the rainy season, October fifteenth (15th) to April fifteenth (15th~~l 5th~~). ~~Grading~~*Grading* permits shall only be issued when a plan for *erosion*~~erosion control~~ and ~~silt retention~~sediment control has been approved by the ~~city~~*City* without regard to time of year. Additionally, those projects also requiring a Storm Water Pollution Prevention Plan (SWPPP) shall obtain approval of the SWPPP prior to any grading permit issuance.

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

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

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

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

~~G.~~**G. Drainage.**

1. Natural drainage courses shall~~should~~ be preserved and enhanced to the ~~extent possible~~maximum extent practicable. ~~Rather than filling them in, drainage features should be incorporated as an integral part of the project design in order to enhance the overall quality and aesthetics of a site, to provide attractive open space vistas, and to preserve the natural character of the site. Encourage the use of natural drainage courses as natural boundaries between neighborhoods.~~Rather than eliminate existing natural drainage features and courses, preservation of existing natural drainage features and courses is encouraged. Moreover, the National Pollutant Discharge Elimination System (NPDES) Permit requires this of all projects, to the maximum extent practicable.

2. ~~Storm drainage runoff resulting from project development should be minimized. Where possible, flood control plans for storm water should encourage the detention of water for percolation in to the ground-water to conserve it for future uses and to mitigate downstream flooding.~~The NPDES Permit also requires project's stormwater runoff to be retained onsite via infiltration to the maximum extent practicable under California law. Runoff not retained onsite

shall be conveyed offsite per general standards and practices, to the satisfaction of the *City Engineer*.

16.24.080 Exceptions.

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

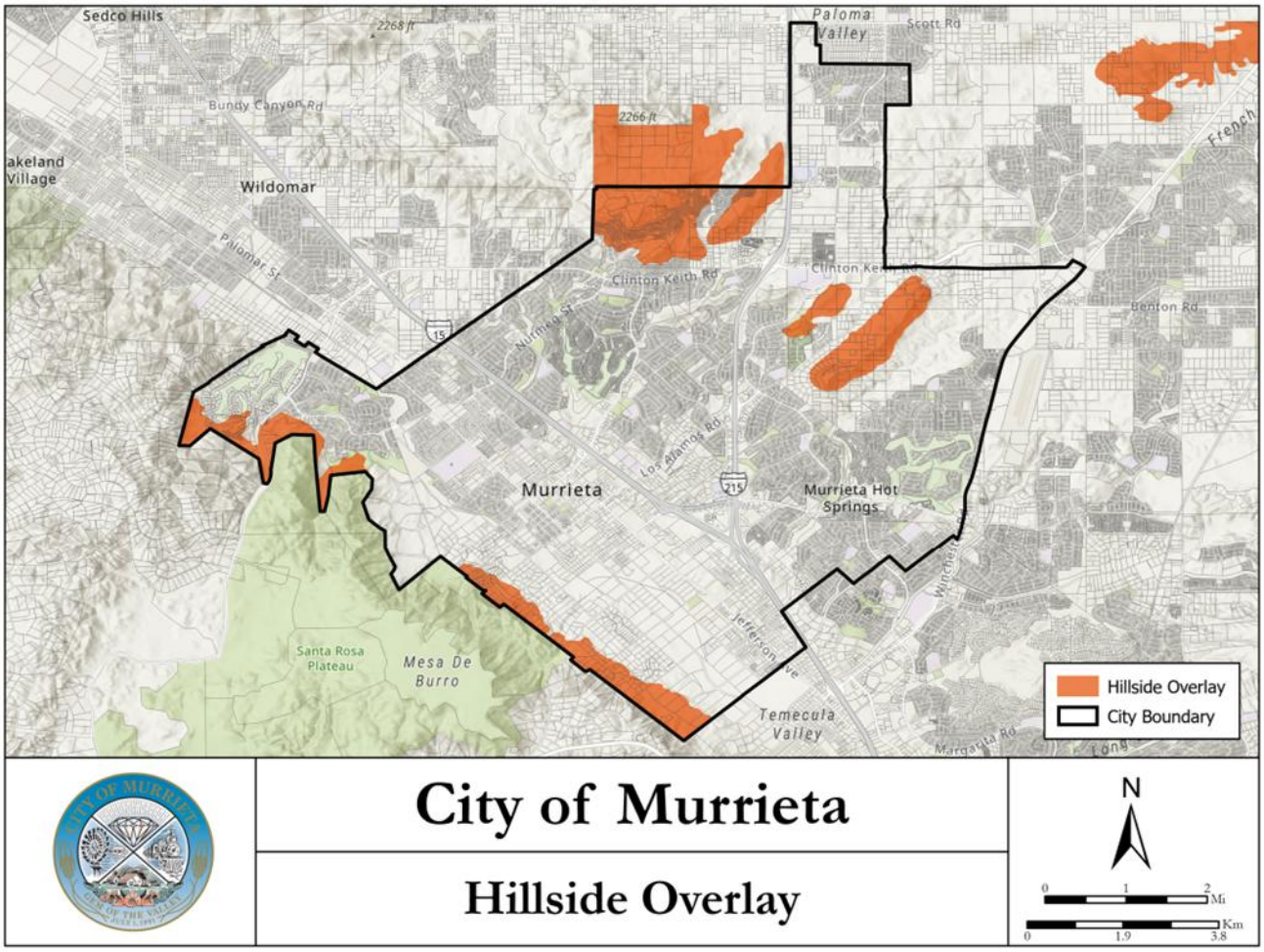
B. Residential Accessory Structures and Accessory Dwelling Units. This Chapter shall not apply to development of residential accessory structures and accessory dwelling units on parcels with existing development approvals when the new construction:

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

16.24.090 (Reserved).

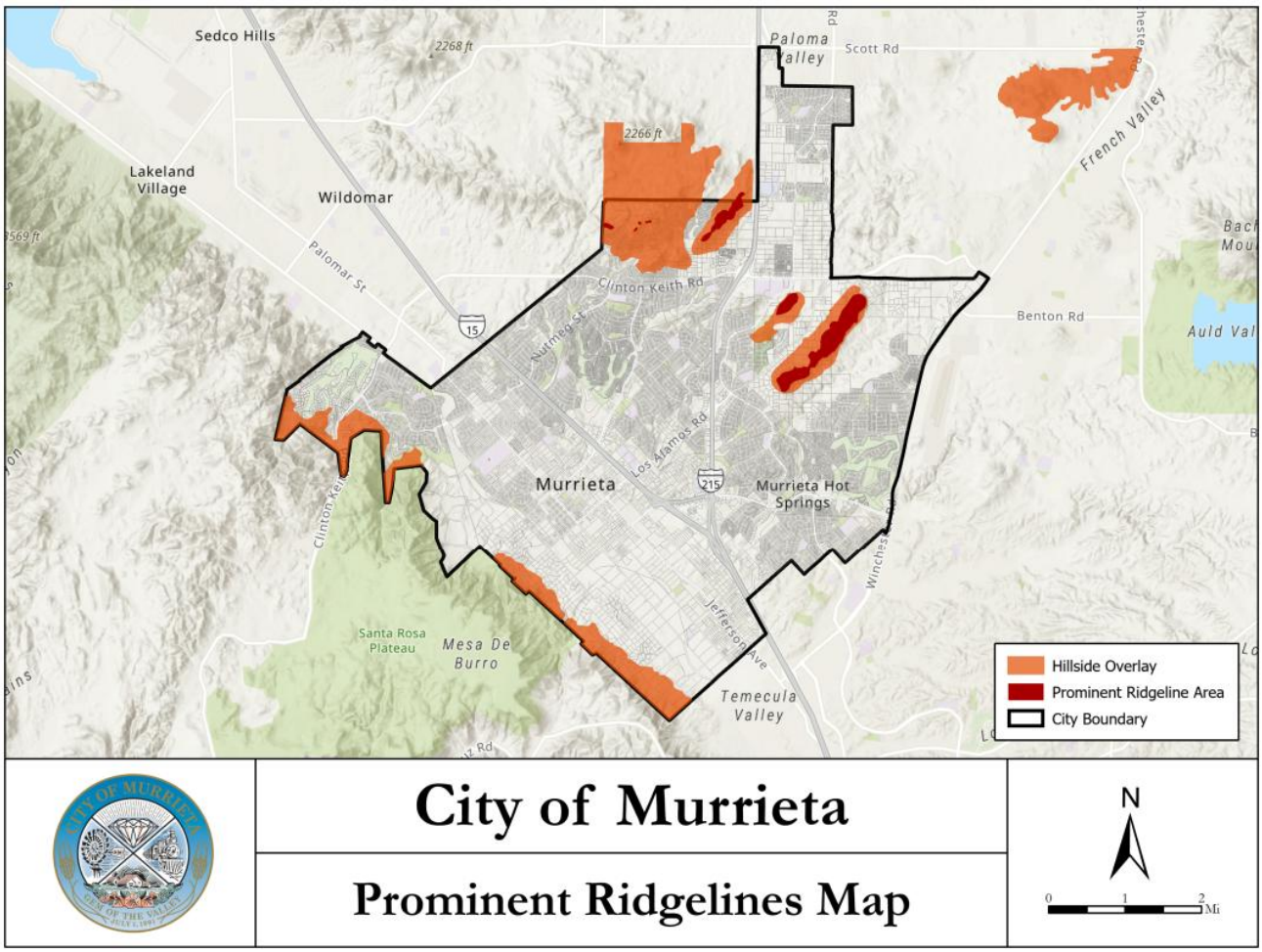
Reserved for future updates

16.24.100 Hillside Overlay Map.



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

16.24.110 Prominent Ridgelines Map.



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

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

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

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

1. Landscaping shall be planned as an integral part of the overall project design and not simply located in excess space after parking areas and structures have been planned;

2. Pedestrian access to sidewalks and structures shall be considered in the design of all landscaped areas;

3. Landscape planting shall be provided for all adjacent public rights-of-way, in compliance with Chapter 16.108 (Improvements);

4. With the exception of single-family residential units, landscape adjacent to driveways and parking areas shall be protected from vehicle damage through the provision of minimum six (6) inch high concrete curbs or other types of barriers as approved by the director;

5. Landscaped areas shall not be less than five (5) feet in width, except where determined by the director;

6. Concrete strips, a minimum of four (4) inches in width, shall be provided to separate all turf areas from other landscaped areas, except for single-family residential landscape projects;

7. Permeable surfaces shall be used wherever permissible in place of impervious paving, to encourage on-site water infiltration and support water conservation measures. Permeable surfaces shall be identified on plans; and

8. Protective tree grates shall be provided for trees planted in pedestrian areas, except for single-family residential landscape projects and as determined by the director.

B. Plant Materials. Plant materials shall be selected and installed to comply with the following requirements:
1. A mix of plant materials shall be provided in compliance with the following table (Table ~~3-5~~16.28-2). Calculations documenting the required mix shall be shown on the landscape plan;

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

Five- (5-) gallon	70%
One- (1-) gallon (herbaceous only) with city approval	30%
Groundcover	
Coverage within two (2) years	100%
A greater percentage of specimen trees may be utilized with a corresponding reduction in the number of fifteen- (15-) gallon trees subject to the review of the director.	

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

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

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

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

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

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

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

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

Tracy, Christopher

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

Hi Cristal,

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

Thank you,

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

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

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

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

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

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

Respectfully,

Alan

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

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

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

While I cannot opine on what everyone's past intent was/is, I can tell you the General Plans (GP) mentions viewshed and views from the major freeways of the "NATURAL SETTING." While I agree with staff, the GP lacks detail and is vague. However, it clearly places value on the "views from major freeways" for "people passing through the area" on major freeways. The GP also mentions "the Valley Floor" to be a protected viewshed, but that's another confusing topic. In either case, the views from the I15 & 1215 freeways have changed since 1998. Frankly, you only get peekaboo view of our hills due to all the development that has occured. The better question is to be asking is, with all the development along the I15 and I215, does this section GP and Hillside ordinance still make since?

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

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

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

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

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

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

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

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

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



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




View from Hancock


View from Hancock

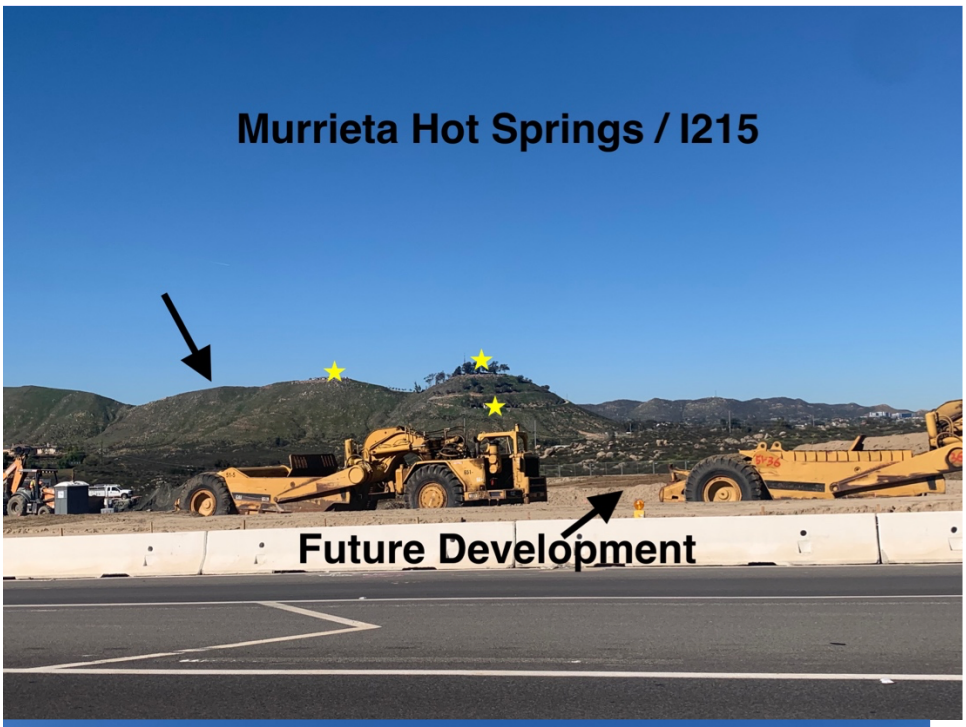

Murrieta Hot Springs / I215


Winchester Rd (Hwy 79)


Winchester Rd. (Hwy 79)


Winchester Rd. (Hwy 79)
Future Commercial Development

Yellow stars indicate homes





Yellow stars indicate homes


Southbound I215


Southbound I215
COSTCO
ALDI

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












COLDWELL
BANKER
COMMERCE
AVAILABL
(951) 200-76


Manifes







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

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

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

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

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



Respectfully.
Alan Long
Resident
Heritage Hill, Owner

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. CS1.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. CS2.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

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

RECOMMENDATION

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

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the November 4, 2025 Regular City Council meeting minutes.

ATTACHMENTS

1. November 4, 2025 Minutes

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

Tuesday, November 4, 2025
5:30 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

5:30 PM CLOSED SESSION

CALL TO ORDER 5:30 p.m.

ROLL CALL

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

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

CLOSED SESSION

CS1. Conference with Real Property Negotiations
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

RECESS TO CLOSED SESSION 5:31 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:01 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action:

CS1.: No reportable action.

ROLL CALL

Present: Council Member Ron Holliday
Council Member Lori Stone
Council Member Lisa DeForest

Mayor Pro Tem Jon Levell
Mayor Cindy Warren

PLEDGE OF ALLEGIANCE Council Member DeForest

INVOCATION Council Member Holliday

PRESENTATIONS

Murrieta Valley Unified School District: Penny Drive

Southern California Gas Company: Restaurant Grant Program

Proclamation: Small Business Saturday

APPROVAL OF AGENDA

Action: It was moved by Mayor Pro Tem Levell, seconded by Council Member DeForest, to approve the Agenda for November 4, 2025.

The motion carried by the following vote:

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

CITY MANAGER - ADMINISTRATIVE UPDATE

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

Council Member DeForest: Provided attendance/reported the following
- California League of Cities

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

Council Member Stone: Provided attendance/reported the following:
- Southwest Elected Leaders Collaborative
- Western Regional Council of Governments (WRCOG)

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

Council Member Holliday: Provided attendance/reported the following:
- Town Square Park & Amphitheater Ad-Hoc Subcommittee

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

Mayor Warren: Provided attendance/reported the following:

- Southwest Elected Leaders Collaborative
- Town Square Park & Amphitheater Ad-Hoc Subcommittee
- Riverside Transit Agency (RTA)
- Riverside County Transportation Commission (RCTC)
- Town Square Park & Amphitheater Ad-Hoc Subcommittee

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

PUBLIC COMMENTS (NON-AGENDA) None.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 7

Action: It was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to approve Consent Calendar Item Nos. 1-7 with the exception of Item No. 4 which has been continued to the next meeting.

The motion carried by the following vote:

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

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

Recommended Action:

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

2. Minutes

Recommended Action:

Approve the October 21, 2025 Regular meeting minutes.

3. Check Register August 2025

Recommended Action:

Adopt Resolution No. 25-4892 entitled*: A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of August 2025.*

4. Acceptance of a State of California Office of Traffic Safety Grant Award for Fire Department Vehicle Extrication Equipment

Recommended Action:

Accept a State of California Office of Traffic Safety Program Grant award in the amount of $120,000;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the $120,000, in grant funds and carry over any unused grant budget to Fiscal Year 2026/27; and

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

5. Award a Construction Contract for the Synthetic Turf Replacement Project

Recommended Action:

Amend the Fiscal Year 2025/26 Capital Improvement Plan budget to appropriate $1,197,077.91 for Capital Improvement Project No. 22039;

Approve the use of the Measure T Fund Community Services Department Facility Repair Reserve in the amount of $1,197,077.91;

Award the construction contract for the Los Alamos Hills and Torrey Pines Park Synthetic Turf Replacement Project, Capital Improvement Project 22039, to the lowest responsible bidder, Horizons Construction Company International, Inc., in the amount of $994,850.36, plus a 15% contingency; and

Authorize the Mayor to execute the agreement.

6. Purchase of Municipal Services Dump Trucks

Recommended Action:

Approve the purchase of two Ford F-750 dump trucks under the City's current agreement with Enterprise Fleet Management; and

Authorize the City Manager to execute the Enterprise Open-End (Equity) Lease Rate Quote No. 8781562.

7. Acceptance of a Selective Traffic Enforcement Program Grant from the State of California Office of Traffic Safety

Recommended Action:

Accept a Selective Traffic Enforcement Program Grant Award of $160,000, from the State of California Office of Traffic Safety;

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

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

PULLED CONSENT CALENDAR ITEMS None

DISCUSSION

8. Award Construction Contract for the Fire Station 1 Site Improvements Project, CIP No. 21019, City Project No. 22-452

Staff report and PowerPoint presentation provided by Civil Engineering Assistant Garrett Strang.

City Engineer Jeff Hitch and Division Chief Dave Perez were available to answer questions from the City Council.

Public Comments: None

Action: After discussion, it was moved by Council Member DeForest, seconded by Council Member Holliday, to Amend the Capital Improvement Plan Budget for Fiscal Year 2025/26 and appropriate $1,849,060.30 from the Measure T Fund Unassigned Fund Balance into CIP No. 21019; Amend the Capital Improvement Plan Budget for FY2025/26 and appropriate $35,000 from the Measure T Fire Fund Facility Reserve into CIP No. 21019; Award the construction contract for the Fire Station 1 Site Improvements Project, CIP No.21019, City Project No. 22 452, to DEARK E&C, INC in the amount of $2,777,760; Authorize a fifteen percent construction contingency of $416,664; Authorize the City Engineer to approve contract change orders not to exceed fifteen percent of the contract amount; and Authorize the Mayor to execute the construction contract.

The motion carried by the following vote:

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

9. First Reading of Ordinance for Adoption of the 2025 California Building Standards Code

Staff report and PowerPoint presentation provided by Building Official Andy Krogh.

Development Services Director David Chantarangsu and Fire Marshal Doug Strosnider were available to answer questions from the City Council.

Public Comments: None

Action: After discussion, it was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell, to Conduct the first reading and introduce Ordinance No. 625-25 entitled: *An Ordinance of the City Council of the City of Murrieta,*

California, Adopting the 2025 California Building Standards Code; and Schedule a Public Hearing to conduct the second reading of Ordinance No. 625-25 for the November 18, 2025, City Council Meeting.

The motion carried by the following vote:

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

10. First Reading of the 2025 Fire Code and the California Wildland Urban Interface Code

Staff report and PowerPoint presentation provided by Fire Marshal Doug Strosnider.

Development Services Director David Chantarangsu and Building Official Andy Krogh were available to answer questions from the City Council.

Public Comments: None

Action: After discussion, it was moved by Council Member DeForest, seconded by Council Member Holliday, to Introduce and conduct the first reading of Ordinance No. 626-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the California Fire Code, 2025 Edition, Based on the 2024 International Fire Code Including Local Amendments and Additions*; Introduce and conduct the first reading of Ordinance No. 627-25 entitled: *An Ordinance of the City Council, Adopting the 2025 California Wildland-Urban Interface Code, Based on the 2024 International Wildland-Urban Interface Code, Including Local Amendments and Additions*; and Schedule a public hearing to conduct the second reading of Ordinance Nos. 626-25 and 627-25 for the November 18, 2025 City Council Meeting

The motion carried by the following vote:

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

NOTIFICATIONS

Notice of Pending Approval of Final Parcel Map - PM 38568

Deputy City Clerk Kimberly Ramirez announced that this item has been moved to a future City Council meeting.

RECONSIDERATION None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member DeForest: None.

Council Member Stone: Council Member Stone requested a discussion on traffic congestion.

Consensus was received.

Council Member Holliday: None.

Mayor Pro Tem Levell: None.

Mayor Warren: None.

ADJOURNMENT 7:14 p.m.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Missy Matula, Accounting Specialist

SUBJECT: Check Register September 2025

RECOMMENDATION

Adopt a Resolution 25-4893 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of September 2025*.

CITY COUNCIL GOAL

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

BACKGROUND

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

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165980-166339[1]	$5,327,793.88
ACH/Wires	Wire No. 09002236-09002310 & 09002409[2]	$4,121,298.92
Payroll	Pay Date - September 4, 2025	$1,743,031.89
Payroll	Pay Date - September 18, 2025	$1,768,554.72
Total September 2025 Payments		**$12,960,679.41**

[1] Checks voided: 0

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

Wire transactions/numbers reported in the check register for October 2025: 09002311, 09002312, 09002313, 09002314, 09002315, 09002316, 09002317, 09002318, 09002319, 09002320, 09002321, 09002322, 09002323, 09002324, 09002325, 09002326, 09002327, 09002328, 09002329, 09002330, 09002331, 09002332, 09002333, 09002334, 09002335, 09002336, 09002337, 09002338, 09002339, 09002340, 09002341, 09002342, 09002343, 09002344, 09002345, 09002346, 09002347, 09002348, 09002349, 09002350, 09002351, 09002352, 09002353, 09002354, 09002355, 09002356, 09002357, 09002358, 09002359, 09002360, 09002361, 09002362, 09002363, 09002364, 09002365, 09002366, 09002367, 09002368, 09002369, 09002370, 09002371, 09002372, 09002373, 09002374, 09002375, 09002376, 09002377, 09002378, 09002379, 09002380, 09002381, 09002382, 09002383, 09002384, 09002385, 09002386, 09002387, 09002388, 09002389, 09002390, 09002391, 09002392, 09002393, 09002394, 09002395, 09002396, 09002397, 09002398, 09002399, 09002400, 09002401, 09002402, 09002403, 09002404, 09002405, 09002406, 09002407, 09002408

ATTACHMENTS

1. Resolution No. 25-4893

RESOLUTION NO. 25-4893

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

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

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

Section 1. That the consolidated check register, attached as Exhibit A, in the amount of $12,960,679.41, which includes Accounts Payable $5,327,793.88 (Check Numbers 165980-166339), Payroll $3,511,586.61 (pay dates: September 4 and September 18), and ACH/Wires $4,121,298.92 (Wire Numbers 09002236-09002310 & 09002409) excluding ACH/Wire numbers listed in Exhibit A, for the month of September 2025 is hereby approved.

PASSED AND ADOPTED this 18th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4893 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 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:

RECUSAL:

_____
Cristal McDonald, City Clerk

EXIBIT A

CONSOLIDATED CHECK REGISTER FOR SEPTEMBER 2025

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165980-166339[1]	$5,327,793.88
ACH/Wires	Wire No. 09002236-09002310 & 09002409[2]	$4,121,298.92
Payroll	Pay Date – September 4, 2025	$1,743,031.89
Payroll	Pay Date – September 18, 2025	$1,768,554.72
Total September 2025 Payments		**$12,960,679.41**

[1]Checks voided: 0

[2]Excluding Wire Nos. October: 09002311, 09002312, 09002313, 09002314, 09002315, 09002316, 09002317, 09002318, 09002319, 09002320, 09002321, 09002322, 09002323, 09002324, 09002325, 09002326, 09002327, 09002328, 09002329, 09002330, 09002331, 09002332, 09002333, 09002334, 09002335, 09002336, 09002337, 09002338, 09002339, 09002340, 09002341, 09002342, 09002343, 09002344, 09002345, 09002346, 09002347, 09002348, 09002349, 09002350, 09002351, 09002352, 09002353, 09002354, 09002355, 09002356, 09002357, 09002358, 09002359, 09002360, 09002361, 09002362, 09002363, 09002364, 09002365, 09002366, 09002367, 09002368, 09002369, 09002370, 09002371, 09002372, 09002373, 09002374, 09002375, 09002376, 09002377, 09002378, 09002379, 09002380, 09002381, 09002382, 09002383, 09002384, 09002385, 09002386, 09002387, 09002388, 09002389, 09002390, 09002391, 09002392, 09002393, 09002394, 09002395, 09002396, 09002397, 09002398, 09002399, 09002400, 09002401, 09002402, 09002403, 09002404, 09002405, 09002406, 09002407, 09002408

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Sep 1, 2025 and Sep 30, 2025
Bank(s): AP
Status(es): IS - Issued, RV - Reversed
Check Type(s): MW - Machine Written

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
00165980	09/04/2025	V000051	Affordable Automotive Repair Inc	98378			MW	CHK	IS	OH	1103120-62200	6,256.80	
				98393			MW	CHK	IS	OH	1103120-62200	188.65	
				98395			MW	CHK	IS	OH	1103120-62200	305.76	
				98422			MW	CHK	IS	OH	1103120-62200	77.06	
				98424			MW	CHK	IS	OH	1103120-62200	75.84	
				98458			MW	CHK	IS	OH	1103120-62200	612.06	
				98469			MW	CHK	IS	OH	1103120-62200	88.54	
				98471			MW	CHK	IS	OH	1513540-62200	1,940.82	
				98487			MW	CHK	IS	OH	1103120-62200	75.89	
				98501			MW	CHK	IS	OH	1103120-62200	67.02	
				98553			MW	CHK	IS	OH	1103120-62200	66.29	
													$9,754.73
00165981	09/04/2025	V003581	Airgas USA LLC	5518412490			MW	CHK	IS	OH	1513520-60480	83.70	
				5518412513			MW	CHK	IS	OH	1513520-60480	366.67	
				5518412529			MW	CHK	IS	OH	1513520-60480	95.97	
				5518412539			MW	CHK	IS	OH	1513520-60480	145.05	
				9163556973			MW	CHK	IS	OH	1513520-60480	204.38	
				9163722047			MW	CHK	IS	OH	1513520-60480	136.68	
				9163722064			MW	CHK	IS	OH	1513520-60480	18.57	
													$1,051.02
00165982	09/04/2025	V005121	American Eagle Trophies	14553			MW	CHK	IS	OH	1513590-64080	89.18	
													$89.18
00165983	09/04/2025	V000087	American Forensic Nurse Inc	79730			MW	CHK	IS	OH	1103120-60480	676.00	
													$676.00
00165984	09/04/2025	V000986	Axon Enterprises Inc	INUS373167			MW	CHK	IS	OH	1113120-71030	1,656.88	
													$1,656.88
00165985	09/04/2025	V004305	Badge Frame Inc	471878			MW	CHK	IS	OH	1100000-20110	(3.94)	
											1103120-62440	48.94	
													$45.00
00165986	09/04/2025	V005562	BAM Architecture Studio INC	22-140-001-36			MW	CHK	IS	OH	1127500-70000	2,340.16	
											3507500-70000	2,340.16	
													$4,680.32
00165987	09/04/2025	V005433	Briggs Datacom	25031-01			MW	CHK	IS	OH	1110000-20060	(712.00)	
											1117500-70000	14,240.00	
													$13,528.00
00165988	09/04/2025	T04037	Bryan L. Boos	REFBOOS090225			MW	CHK	IS	OH	1120000-23318	500.00	
													$500.00
00165989	09/04/2025	V005693	Capital Construction Inc	2290			MW	CHK	IS	OH	1113580-62000	12,989.00	
				2292			MW	CHK	IS	OH	1113580-62000	33,311.50	
													$46,300.50
00165990	09/04/2025	V004825	Charter Communications Operating LLC	188841201082125			MW	CHK	IS	OH	7268340-64480	22.88	
				188843901082125			MW	CHK	IS	OH	7268340-64480	1,299.00	
				188844101082125			MW	CHK	IS	OH	7268340-64480	96.81	
													$1,418.69
00165991	09/04/2025	V005770	Comcast Financial Agency	249519124			MW	CHK	IS	OH	1103180-64480	695.70	
													$695.70

00165992	09/04/2025	V000280	Computer Alert Systems Inc	123200	MW	CHK	IS	OH	3115900-60480	360.00	
											$360.00
00165993	09/04/2025	V005986	Console Cleaning Specialists Inc	172107	MW	CHK	IS	OH	1103130-60800	4,050.00	
											$4,050.00
00165994	09/04/2025	V004379	CoreLogic Solutions LLC	95197711	MW	CHK	IS	OH	7268340-63880	11,500.00	
											$11,500.00
00165995	09/04/2025	V003095	County of Riverside	PE0000002829	MW	CHK	IS	OH	1113520-60480	12,054.24	
											$12,054.24
00165996	09/04/2025	V005507	County of Riverside	PU0000006165	MW	CHK	IS	OH	1103120-62680	140.85	
											$140.85
00165997	09/04/2025	V002852	Dalco	114832	MW	CHK	IS	OH	1102600-62720	2,629.27	
											$2,629.27
00165998	09/04/2025	V000349	Dell Marketing Lp	10832998040	MW	CHK	IS	OH	7268340-60760	22,882.44	
											$22,882.44
00165999	09/04/2025	V005256	Disability Access Consultants LLC	25-237	MW	CHK	IS	OH	7018100-60480	4,400.00	
											$4,400.00
00166000	09/04/2025	V005990	Driscoll & Associates LLC	1	MW	CHK	IS	OH	1102200-63640	2,200.00	
				2	MW	CHK	IS	OH	1102200-63640	810.00	
											$3,010.00
00166001	09/04/2025	V005288	Flock Safety	INV-72529	MW	CHK	IS	OH	1113120-71030	100,000.00	
											$100,000.00
00166002	09/04/2025	V004853	Forensic Nursing of SoCal Inc	2984	MW	CHK	IS	OH	1103180-60480	1,200.00	
											$1,200.00
00166003	09/04/2025	V002821	Frontier California Inc	188-0021 08/25	MW	CHK	IS	OH	1103130-64640	1,157.64	
				197-2049 08/25	MW	CHK	IS	OH	7268340-64480	1,064.96	
				304-1068 08/25	MW	CHK	IS	OH	7268340-64640	445.13	
				304-2849 08/25	MW	CHK	IS	OH	7268340-64640	76.38	
				304-9149 08/25	MW	CHK	IS	OH	7268340-64640	76.38	
				304-9549 08/25	MW	CHK	IS	OH	7268340-64640	72.03	
				600-9059 08/25	MW	CHK	IS	OH	7268340-64640	150.13	
				677-2428 08/25	MW	CHK	IS	OH	7268340-64480	319.71	
				696-8117 8/25	MW	CHK	IS	OH	7268340-64640	658.46	
				698-4507 8/25	MW	CHK	IS	OH	7268340-64640	148.37	
				698-6519 08/25	MW	CHK	IS	OH	7268340-64640	76.38	
				698-8217 8/25	MW	CHK	IS	OH	7268340-64640	132.90	
				698-8977 8/25	MW	CHK	IS	OH	7268340-64640	182.74	
				894-2141 8/25	MW	CHK	IS	OH	7268340-64480	141.36	
				RTO-0069 08/25	MW	CHK	IS	OH	7268340-64640	57.34	
											$4,759.91
00166004	09/04/2025	V000443	Gardner Company Inc	107270	MW	CHK	IS	OH	1513580-62000	1,440.00	
				107332	MW	CHK	IS	OH	1106155-62000	4,366.66	
				107355	MW	CHK	IS	OH	1103120-62000	845.00	
											$6,651.66
00166005	09/04/2025	V000837	Glenn A Rick Engineering & Development Co	0108049	MW	CHK	IS	OH	1104400-60320	280.00	
				0108050	MW	CHK	IS	OH	1104400-60320	1,200.00	
											$1,480.00
00166006	09/04/2025	V006000	Granicus LLC	206648	MW	CHK	IS	OH	1102400-62160	25,363.26	
				211047	MW	CHK	IS	OH	1104400-60320	975.78	
											$26,339.04
00166007	09/04/2025	V006022	Guardian Alliance Technologies Inc.	30510	MW	CHK	IS	OH	1103120-63880	150.00	
											$150.00
00166008	09/04/2025	V005989	Hi-Top Roof Inc	INV001144	MW	CHK	IS	OH	1127500-70000	13,497.00	
											$13,497.00
00166009	09/04/2025	V005436	Inland Fleet Solutions Inc	9489	MW	CHK	IS	OH	1513540-62200	740.51	
				9673	MW	CHK	IS	OH	1513540-62200	830.24	
				9783	MW	CHK	IS	OH	1513540-62200	8,964.30	
				9784	MW	CHK	IS	OH	1513540-62200	929.91	
				9785	MW	CHK	IS	OH	1513540-62200	1,045.93	

				9786	MW	CHK	IS	OH	1513540-62200	15,127.04	
											$27,637.93
00166010	09/04/2025	V005779	J. Harris Industrial Water Treatment Inc	2305702	MW	CHK	IS	OH	1113580-60800	560.42	
				2312623	MW	CHK	IS	OH	1113580-60800	701.82	
											$1,262.24
00166011	09/04/2025	T04036	James Church	REFCHURCH090225	MW	CHK	IS	OH	1120000-23318	1,200.00	
											$1,200.00
00166012	09/04/2025	V003433	JD Promotions	76847	MW	CHK	IS	OH	1114100-63120	939.25	
											$939.25
00166013	09/04/2025	V005703	Justin Bishop	3151	MW	CHK	IS	OH	1103120-62000	1,042.84	
				3154	MW	CHK	IS	OH	1103120-62000	925.00	
											$1,967.84
00166014	09/04/2025	V000603	Liebert Cassidy Whitmore	APRIL 30, 2025	MW	CHK	IS	OH	1102200-60440	39,000.95	
				MARCH 31 2025	MW	CHK	IS	OH	1102200-60440	9,703.50	
									7018100-61880	17,452.55	
				MARCH 31 2025A	MW	CHK	IS	OH	1102200-60440	9,703.50	
									7018100-61880	17,452.55	
				MARCH 31 2025C	MW	CHK	IS	OH	1102200-60440	(9,703.50)	
									7018100-61880	(17,452.55)	
				MAY 31, 2025	MW	CHK	IS	OH	1102200-60440	18,195.50	
											$84,352.50
00166015	09/04/2025	V000606	Lloyd Pest Control	8970062	MW	CHK	IS	OH	1103120-60480	48.00	
				8970063	MW	CHK	IS	OH	1103120-60480	119.00	
											$167.00
00166016	09/04/2025	V005831	Millsten Enterprises Inc	13825	MW	CHK	IS	OH	1330000-20060	4,529.10	
									2190000-20060	11,642.63	
									2210000-20060	3,296.24	
									5760000-20060	53,536.76	
											$73,004.73
00166017	09/04/2025	V005724	Raul Montes	039535	MW	CHK	IS	OH	1106155-60880	299.05	
											$299.05
00166018	09/04/2025	V003502	Murrieta Auto Collision	15327	MW	CHK	IS	OH	7018100-61870	5,334.16	
				15354	MW	CHK	IS	OH	7018100-61870	9,064.19	
											$14,398.35
00166019	09/04/2025	V005460	Old Town Temecula Harley-Davidson	204606	MW	CHK	IS	OH	1103120-62200	1,129.87	
				205867	MW	CHK	IS	OH	1103120-62200	306.74	
				207662	MW	CHK	IS	OH	1103120-62200	236.63	
											$1,673.24
00166020	09/04/2025	V004471	Omega Print	47098	MW	CHK	IS	OH	1103120-62720	130.50	
											$130.50
00166021	09/04/2025	V000753	Petes Road Serv Inc	25-0849780-00	MW	CHK	IS	OH	1513580-62200	494.18	
				25-0850184-00	MW	CHK	IS	OH	1513540-62200	(494.18)	
				25-0853714-00	MW	CHK	IS	OH	1513540-62200	6,207.05	
				25-0861354-00	MW	CHK	IS	OH	1513540-62200	1,497.28	
											$7,704.33
00166022	09/04/2025	V005418	Pitney Bowes Global Financial Services LLC	3107328008	MW	CHK	IS	OH	1513520-62080	129.06	
											$129.06
00166023	09/04/2025	V005291	Priority Building Services LLC	97349	MW	CHK	IS	OH	1513520-60480	775.22	
				97661	MW	CHK	IS	OH	1101600-62000	3,386.00	
											$4,161.22
00166024	09/04/2025	V004797	Pristine Uniforms LLC	17293	MW	CHK	IS	OH	1103120-63800	26.85	
											$26.85
00166025	09/04/2025	V002755	Prudential Overall Supply	132325545	MW	CHK	IS	OH	1715120-63800	104.19	
				132326716	MW	CHK	IS	OH	1715120-63800	92.16	
				132327875	MW	CHK	IS	OH	1715120-63800	64.78	
				132329039	MW	CHK	IS	OH	1715120-63800	64.78	
				132330190	MW	CHK	IS	OH	1715120-63800	102.65	
				132331339	MW	CHK	IS	OH	1715120-63800	108.63	

				132332691	MW	CHK	IS	OH	1106145-63800	74.95	
											$612.14
00166026	09/04/2025	V000817	Rancho California Water District	3051218 08/25	MW	CHK	IS	OH	1106155-64660	64.77	
				3051224 08/25	MW	CHK	IS	OH	1106155-64660	204.95	
											$269.72
00166027	09/04/2025	V005822	RWBID Construction Management LLC	174861	MW	CHK	IS	OH	1107500-70000	19,557.50	
											$19,557.50
00166028	09/04/2025	V004734	SC Fuels	IN-0000190921	MW	CHK	IS	OH	1103120-62220	6,483.53	
				IN-0000191633	MW	CHK	IS	OH	1513520-62220	2,327.37	
											$8,810.90
00166029	09/04/2025	V005194	SHI International Corp	B20182292	MW	CHK	IS	OH	1103130-60480	5,064.00	
									7268340-60480	7,596.00	
											$12,660.00
00166030	09/04/2025	V000965	Shred-It	8011855726	MW	CHK	IS	OH	1103120-60480	526.23	
											$526.23
00166031	09/04/2025	V000947	Southern CA Edison	1538034 07/25	MW	CHK	IS	OH	1715162-64520	100.70	
				7056640 08/25	MW	CHK	IS	OH	1715162-64520	10.73	
				9405736 08/25	MW	CHK	IS	OH	1715162-64520	1,262.21	
											$1,373.64
00166032	09/04/2025	V000946	Southern CA Edison Company	0502891 08/25	MW	CHK	IS	OH	1810050-64520	176.29	
									1820050-64520	488.83	
									1830050-64520	52.57	
									1840050-64520	84.71	
									1850050-64520	3.08	
									1860050-64520	53.39	
									1880050-64520	164.28	
									2000050-64520	425.99	
									2020050-64520	72.38	
									2030050-64520	5.13	
									2040050-64520	52.16	
									2050050-64520	9.75	
									2060050-64520	16.02	
									2070050-64520	8.73	
									2080050-64520	169.92	
									2090050-64520	29.98	
									2100050-64520	110.78	
									2110050-64520	11.91	
									2120050-64520	373.01	
									2130050-64520	355.76	
									2140050-64520	18.28	
									2150050-64520	48.98	
									2160050-64520	345.19	
									2170050-64520	68.07	
									2180050-64520	88.20	
									2190050-64520	502.89	
									2200050-64520	238.92	
									2210050-64520	346.83	
									2230050-64520	122.18	
									2240050-64520	19.61	
									2250050-64520	770.87	
									2260050-64520	5.03	
									2270050-64520	59.24	
									2280050-64520	41.17	
									2290050-64520	2.57	
				0502992 08/25	MW	CHK	IS	OH	1715162-64520	9,581.00	
				0635190 08/25A	MW	CHK	IS	OH	1715162-64520	1,043.98	
				1085085 07/25	MW	CHK	IS	OH	1800050-64520	749.14	
				1358641 08/25	MW	CHK	IS	OH	1715162-64520	18.28	

				1910237 08/25A	MW	CHK	IS	OH	3060060-64560	112.06		
				2377011 07/25	MW	CHK	IS	OH	1715162-64520	5,106.93		
				2893221 08/25	MW	CHK	IS	OH	1106155-64520	2,383.04		
				6718878 08/25	MW	CHK	IS	OH	1106150-64560	4,089.71		
									1810050-64560	1,516.62		
									1820050-64560	3,368.90		
									1830050-64560	307.24		
									1840050-64560	1,135.61		
									1850050-64560	308.16		
									1860050-64560	135.11		
									1880050-64560	530.08		
									1890050-64560	238.89		
									2000050-64560	485.18		
									2020050-64560	184.44		
									2030050-64560	20.30		
									2040050-64560	165.01		
									2050050-64560	132.04		
									2060050-64560	114.26		
									2070050-64560	114.51		
									2080050-64560	281.83		
									2090050-64560	62.37		
									2100050-64560	385.05		
									2110050-64560	242.37		
									2120050-64560	590.45		
									2130050-64560	187.87		
									2140050-64560	106.64		
									2150050-64560	17.23		
									2160050-64560	268.39		
									2170050-64560	85.83		
									2180050-64560	99.02		
									2190050-64560	187.87		
									2200050-64560	94.73		
									2210050-64560	307.70		
									2220050-64560	9.36		
									2230050-64560	135.62		
									2240050-64560	45.24		
									2250050-64560	80.87		
									2260050-64560	42.94		
									2270050-64560	72.29		
									2280050-64560	25.36		
									3060060-64560	16,103.22		
				7060397 08/25	MW	CHK	IS	OH	1103120-64520	8,271.62		
				8704186 8/25	MW	CHK	IS	OH	3115900-64520	16,744.32		
												$81,631.38
00166033	09/04/2025	V000194	State of California DOJ	835612	MW	CHK	IS	OH	1102200-63640	352.00		
												$352.00
00166034	09/04/2025	V000160	Sunshine Water Softeners and More	915580 8/25	MW	CHK	IS	OH	1513520-62000	49.50		
												$49.50
00166035	09/04/2025	V005578	SVA Architects INC	63875	MW	CHK	IS	OH	1317500-70000	7,831.49		
												$7,831.49
00166036	09/04/2025	V003959	TASC	IN3513684	MW	CHK	IS	OH	1102200-60480	1,620.00		
												$1,620.00
00166037	09/04/2025	V000759	The Pitney Bowes Reserve Account	JULY2025PITNEY	MW	CHK	IS	OH	1101400-62680	2.17		
									1102200-62680	14.43		
									1102400-62680	65.08		
									1102600-62680	534.98		
									1103120-62680	297.69		
									1104100-62680	0.74		

									1104140-62680	375.89	
									1104400-62680	161.93	
									1104600-62680	0.74	
									1106120-62680	0.74	
									1715120-62680	1.03	
											$1,455.42
00166038	09/04/2025	V005242	Trilogy Medwaste West LLC	1776259	MW	CHK	IS	OH	1513520-60480	696.41	
											$696.41
00166039	09/04/2025	V004983	Tyler Technologies Inc	025-512427	MW	CHK	IS	OH	1107500-71020	200.00	
											$200.00
00166040	09/04/2025	V005391	Van Dyke Landscape Architects	24314	MW	CHK	IS	OH	1104400-60480	990.00	
											$990.00
00166041	09/04/2025	V006023	Vibe Inc.	D20414	MW	CHK	IS	OH	3570050-71030	4,847.01	
											$4,847.01
00166042	09/04/2025	V001103	Waxie Sanitary Supply	83474054	MW	CHK	IS	OH	1106155-62000	75.60	
											$75.60
00166043	09/04/2025	V005801	Western Systems Inc	0000068603	MW	CHK	IS	OH	1106550-60240	8,449.23	
											$8,449.23
00166044	09/04/2025	V003570	Melissa Whittington	08282025MH	MW	CHK	IS	OH	1103180-64320	163.94	
											$163.94
00166045	09/04/2025	V005275	Yunex LLC	5610006064	MW	CHK	IS	OH	1106550-60240	10,514.50	
				90005143	MW	CHK	IS	OH	1106550-60240	9,475.00	
											$19,989.50
00166046	09/10/2025	V003131	Aflac	2232/2501170	MW	CHK	IS	OH	1100000-21720	2,198.46	
									1102600-53000	0.04	
									1110000-21720	866.10	
									1190000-21720	14.41	
									1510000-21720	344.98	
									1710000-21720	398.40	
									3060000-21720	170.30	
									3110000-21720	108.36	
									3550000-21720	4.98	
									3580000-21720	45.45	
									7260000-21720	109.86	
				2234/2501170	MW	CHK	IS	OH	1100000-21720	1,213.06	
									1110000-21720	196.02	
									1190000-21720	2.47	
									1510000-21720	36.30	
									3060000-21720	36.22	
									3110000-21720	5.98	
									3550000-21720	11.63	
									3580000-21720	84.94	
									7260000-21720	118.82	
											$5,966.78
00166047	09/10/2025	V000433	Franchise Tax Board	2820/2501170	MW	CHK	IS	OH	1100000-21480	281.83	
											$281.83
00166048	09/10/2025	V000773	Pre-Paid Legal Services Inc	2600/2501170	MW	CHK	IS	OH	1100000-21440	99.65	
									1110000-21440	51.80	
									1510000-21440	51.80	
									1710000-21440	79.75	
											$283.00
00166049	09/10/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501170	MW	CHK	IS	OH	1100000-21600	27.63	
									1110000-21600	76.69	
									1710000-21600	188.41	
									3110000-21600	102.47	
				2401/2501170	MW	CHK	IS	OH	1100000-21600	131.81	
									1110000-21600	365.94	
									1710000-21600	898.90	

									3110000-21600	488.87	
											$2,280.72
00166050	09/10/2025	V005865	Washington State Council of Fire Fighters	1184/2501170	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501170	MW	CHK	IS	OH	1110000-21304	1,100.00	
									1510000-21304	5,100.00	
											$12,400.00
00166051	09/11/2025	V005965	8 Bit Enterprises LLC	CITY-00201	MW	CHK	IS	OH	1114100-63120	733.29	
											$733.29
00166052	09/11/2025	V005789	A Jump N Party Inc	61719	MW	CHK	IS	OH	1105000-63360	1,414.80	
											$1,414.80
00166053	09/11/2025	V000020	A T & T	000024001348	MW	CHK	IS	OH	7268340-64640	165.80	
				000024001350	MW	CHK	IS	OH	7268340-64640	165.80	
				000024003127	MW	CHK	IS	OH	7268340-64640	415.44	
											$747.04
00166054	09/11/2025	V005287	Accenture LLP	33546	MW	CHK	IS	OH	1337500-60480	234.00	
									1337500-70000	2,513.50	
									2197500-70000	120.00	
											$2,867.50
00166055	09/11/2025	V000051	Affordable Automotive Repair Inc	98550	MW	CHK	IS	OH	1103120-62200	1,373.81	
				98580	MW	CHK	IS	OH	1103120-62200	668.96	
											$2,042.77
00166056	09/11/2025	V003581	Airgas USA LLC	5518412499	MW	CHK	IS	OH	1513520-60480	211.46	
											$211.46
00166057	09/11/2025	V000075	Allied Traffic & Eqt Rentals	97193	MW	CHK	IS	OH	3060060-64040	163.13	
				97208	MW	CHK	IS	OH	3060060-64040	81.56	
				97222	MW	CHK	IS	OH	3060060-64040	2,936.52	
											$3,181.21
00166058	09/11/2025	V000076	AllStar Fire Equipment Inc	267159	MW	CHK	IS	OH	1113520-60880	3,435.80	
											$3,435.80
00166059	09/11/2025	V000093	American Towers LLC	5028947	MW	CHK	IS	OH	1513520-60480	1,367.05	
											$1,367.05
00166060	09/11/2025	V000102	Animal Friends of The Valleys Inc	AFVAPR25	MW	CHK	IS	OH	1100000-23350	701.79	
											$701.79
00166061	09/11/2025	V005505	Antara Inc	1600615	MW	CHK	IS	OH	1715162-64040	13,627.38	
											$13,627.38
00166062	09/11/2025	T03793	Autism Society of Inland Empire	0167703	MW	CHK	IS	OH	3110000-23300	300.00	
											$300.00
00166063	09/11/2025	V000986	Axon Enterprises Inc	INUS373951	MW	CHK	IS	OH	1113120-71030	282,121.30	
				INUS374091	MW	CHK	IS	OH	1113120-71030	16,546.20	
											$298,667.50
00166064	09/11/2025	V000112	Blue Triton Brands Inc	8710352780	MW	CHK	IS	OH	1106145-62440	280.57	
											$280.57
00166065	09/11/2025	V004748	Bound Tree Medical	85897132	MW	CHK	IS	OH	1513520-62860	2,903.61	
				85906380	MW	CHK	IS	OH	1513520-64175	96.58	
				85911639	MW	CHK	IS	OH	1513520-64175	884.28	
											$3,884.47
00166066	09/11/2025	V005807	BPR Consulting Group	3182	MW	CHK	IS	OH	1104600-60480	1,940.00	
											$1,940.00
00166067	09/11/2025	V003637	Brodart Co	B7025458	MW	CHK	IS	OH	3115900-62920	32.83	
											$32.83
00166068	09/11/2025	V000176	Busy Bee Electrical Enterprise	27534	MW	CHK	IS	OH	1106155-62000	693.92	
				27535	MW	CHK	IS	OH	1103120-62000	291.43	
											$985.35
00166069	09/11/2025	V000203	California Oaks Car Wash	1388	MW	CHK	IS	OH	1513540-62200	19.00	
											$19.00
00166070	09/11/2025	V003657	CDW Government LLC	AF7JF2Z	MW	CHK	IS	OH	7268340-60760	1,563.32	
				AF7NG4F	MW	CHK	IS	OH	7268340-60480	17,062.29	

											$18,625.61
00166071	09/11/2025	V004427	CentralSquare Technologies LLC	445750	MW	CHK	IS	OH	1107500-60480	2,340.00	
											$2,340.00
00166072	09/11/2025	V005750	Justin Clifton	CLIFTONLOCC24R	MW	CHK	IS	OH	1101400-64360	105.99	
											$105.99
00166073	09/11/2025	V005492	Complete Office of California Inc	4255826-0	MW	CHK	IS	OH	7268340-64080	554.08	
											$554.08
00166074	09/11/2025	V000280	Computer Alert Systems Inc	123811	MW	CHK	IS	OH	3115900-60480	360.00	
				123819	MW	CHK	IS	OH	1513520-62000	180.00	
									1513580-62000	180.00	
											$720.00
00166075	09/11/2025	V004379	CoreLogic Solutions LLC	30803126	MW	CHK	IS	OH	7268340-63880	12.00	
											$12.00
00166076	09/11/2025	V002867	CR&R Incorporated	000003537	MW	CHK	IS	OH	1106145-60560	2,744.00	
									1800050-60560	12,664.61	
									4316120-60560	5,699.07	
											$21,107.68
00166077	09/11/2025	V003092	Crafco Inc	9403542317	MW	CHK	IS	OH	3060060-64040	4,251.88	
											$4,251.88
00166078	09/11/2025	V000314	Culligan of Ontario	1469858	MW	CHK	IS	OH	1513580-62000	56.24	
				1469859	MW	CHK	IS	OH	1513580-62000	58.26	
				1469860	MW	CHK	IS	OH	1513580-62000	58.26	
				1470070	MW	CHK	IS	OH	1513580-62000	46.64	
				1470071	MW	CHK	IS	OH	1513580-62000	46.64	
											$266.04
00166079	09/11/2025	V005907	Curtis Romano	082925CR1	MW	CHK	IS	OH	1103180-64320	211.45	
				082925CR2	MW	CHK	IS	OH	1103180-64320	247.19	
				082925CR3	MW	CHK	IS	OH	1103180-64320	239.79	
				090425CR	MW	CHK	IS	OH	1103180-64320	234.45	
											$932.88
00166080	09/11/2025	V000349	Dell Marketing Lp	10834638759	MW	CHK	IS	OH	7268340-60760	15,331.74	
											$15,331.74
00166081	09/11/2025	V000350	Demco Inc	7688445	MW	CHK	IS	OH	3115900-64000	260.03	
											$260.03
00166082	09/11/2025	V000355	Dewey Pest Control	17594452	MW	CHK	IS	OH	1513580-62000	60.00	
				17628545	MW	CHK	IS	OH	1513580-62000	165.00	
				17628546	MW	CHK	IS	OH	1513580-62000	104.00	
											$329.00
00166083	09/11/2025	V005990	Driscoll & Associates LLC	3	MW	CHK	IS	OH	1102200-63640	400.00	
											$400.00
00166084	09/11/2025	V004802	Enterprise Fleet Management Inc	FBN5426731	MW	CHK	IS	OH	1106160-62200	2,043.71	
									1115120-61280	3,458.11	
									1115120-61560	289.69	
									1116160-61280	8,646.41	
									1116160-61560	289.69	
									1513520-61280	5,027.89	
									1513520-61560	1,001.70	
									1715120-62200	311.00	
											$21,068.20
00166085	09/11/2025	V000402	Excel Landscape Inc	112006	MW	CHK	IS	OH	2080050-62040	262.98	
				112007	MW	CHK	IS	OH	2130050-62040	334.12	
				112008	MW	CHK	IS	OH	2160050-62040	567.53	
				112009	MW	CHK	IS	OH	1800050-62040	2,454.97	
				112010	MW	CHK	IS	OH	1715162-62040	3,316.32	
											$6,935.92
00166086	09/11/2025	V004399	Fast 5Xpress	00619	MW	CHK	IS	OH	1106160-62200	460.00	
				00620	MW	CHK	IS	OH	1513540-62200	121.00	
				00621	MW	CHK	IS	OH	1103120-62200	1,603.00	

											$2,184.00
00166087	09/11/2025	V004633	FleetCrew	62479	MW	CHK	IS	OH	1106160-62200	625.00	
											$625.00
00166088	09/11/2025	V004853	Forensic Nursing of SoCal Inc	NOJSXYAN-0001	MW	CHK	IS	OH	1103180-60480	1,200.00	
											$1,200.00
00166089	09/11/2025	V002821	Frontier California Inc	197-0886 09/25	MW	CHK	IS	OH	1103130-64480	1,011.00	
				197-1049 9/25	MW	CHK	IS	OH	7268340-64480	1,090.00	
				197-3542 08/25	MW	CHK	IS	OH	7268340-64640	465.67	
				304-0470 08/25	MW	CHK	IS	OH	7268340-64640	90.53	
				304-9560 9/25	MW	CHK	IS	OH	7268340-64640	297.63	
				677-1670 08/25	MW	CHK	IS	OH	7268340-64640	90.53	
				677-5511 9/25	MW	CHK	IS	OH	7268340-64640	294.11	
				677-7289 08/25	MW	CHK	IS	OH	7268340-64640	314.86	
				698-1451 9/25	MW	CHK	IS	OH	7268340-64640	148.37	
				894-6225 9/25	MW	CHK	IS	OH	7268340-64480	130.49	
				9266050506 9/25	MW	CHK	IS	OH	7268340-64480	142.13	
											$4,075.32
00166090	09/11/2025	V003823	Shigeko Gallagher	DG0825	MW	CHK	IS	OH	1715144-63240	1,159.20	
											$1,159.20
00166091	09/11/2025	V000443	Gardner Company Inc	107248	MW	CHK	IS	OH	1715144-62000	1,045.00	
				107251	MW	CHK	IS	OH	1715144-62000	520.00	
				107286	MW	CHK	IS	OH	1715144-62000	520.00	
				107287	MW	CHK	IS	OH	1715144-62000	505.00	
				107375	MW	CHK	IS	OH	1103120-62000	3,165.88	
				107413	MW	CHK	IS	OH	1113580-62000	625.00	
				107416	MW	CHK	IS	OH	1106155-62000	675.00	
											$7,055.88
00166092	09/11/2025	V000837	Glenn A Rick Engineering & Development Co	0109720	MW	CHK	IS	OH	1104400-60480	24,646.20	
				0110062	MW	CHK	IS	OH	1104400-60480	10,020.00	
											$34,666.20
00166093	09/11/2025	V005880	Hazzard Backflow Inc	43653	MW	CHK	IS	OH	1715120-61960	765.00	
				43723	MW	CHK	IS	OH	1715120-61960	495.00	
				43878	MW	CHK	IS	OH	1715120-61960	225.00	
											$1,485.00
00166094	09/11/2025	V000465	HdL Coren & Cone	SIN052924	MW	CHK	IS	OH			
											$795.00
00166095	09/11/2025	V003584	Ryan Hollenweger	090425RH	MW	CHK	IS	OH	1103180-62800	240.25	
				090425RH5	MW	CHK	IS	OH	1103180-64320	154.25	
											$394.50
00166096	09/11/2025	V003632	Ingram Library Services Inc	89226576	MW	CHK	IS	OH	3115900-62920	385.64	
				89371129	MW	CHK	IS	OH	3115900-62920	286.31	
											$671.95
00166097	09/11/2025	V005436	Inland Fleet Solutions Inc	9821	MW	CHK	IS	OH	1513540-62200	1,562.96	
											$1,562.96
00166098	09/11/2025	V003868	Interwest Consulting Group Inc	2166069	MW	CHK	IS	OH	1104600-60480	3,850.00	
				2374674	MW	CHK	IS	OH	1104600-60480	9,900.00	
											$13,750.00
00166099	09/11/2025	V005779	J. Harris Industrial Water Treatment Inc	2328139	MW	CHK	IS	OH	1113580-60800	350.91	
											$350.91
00166100	09/11/2025	V005703	Justin Bishop	3157	MW	CHK	IS	OH	1103120-62000	600.00	
											$600.00
00166101	09/11/2025	V000562	KC Graphics	41912	MW	CHK	IS	OH	1103120-62720	304.50	
											$304.50
00166102	09/11/2025	V000600	Laurie Levine	0825-10041	MW	CHK	IS	OH	1127500-70000	200.00	
				0825-4270	MW	CHK	IS	OH	1337500-71150	400.00	
											$600.00
00166103	09/11/2025	V003847	LexisNexis Risk Solutions	1100187265	MW	CHK	IS	OH	1103180-63880	430.31	
											$430.31

00166104	09/11/2025	V000603	Liebert Cassidy Whitmore	JULY 31 2025	MW	CHK	IS	OH	1102200-60440	30,375.85	
											$30,375.85
00166105	09/11/2025	V000604	Life Assist Inc	1634384	MW	CHK	IS	OH	1513520-64175	117.94	
				1635659	MW	CHK	IS	OH	1513520-64175	2,469.52	
											$2,587.46
00166106	09/11/2025	V000606	Lloyd Pest Control	8907472	MW	CHK	IS	OH	1715162-62000	80.00	
				8907946	MW	CHK	IS	OH	3115900-60480	55.00	
				8907947	MW	CHK	IS	OH	3115900-60480	144.00	
				8943851	MW	CHK	IS	OH	1715162-62000	80.00	
				8976285	MW	CHK	IS	OH	3115900-60480	144.00	
				8976324	MW	CHK	IS	OH	1106155-62000	150.00	
				8976362	MW	CHK	IS	OH	1106155-62000	46.00	
				8976835	MW	CHK	IS	OH	1106155-62000	95.00	
											$794.00
00166107	09/11/2025	V004361	M Pino & Associates Inc	4987	MW	CHK	IS	OH	1113120-60480	4,624.00	
											$4,624.00
00166108	09/11/2025	V000624	Laura C Maasberg	LM0825	MW	CHK	IS	OH	1715144-63240	246.40	
											$246.40
00166109	09/11/2025	V003555	Mattie Medina	090425MM	MW	CHK	IS	OH	1103180-64320	485.33	
											$485.33
00166110	09/11/2025	V005836	Kyle Meyer	090425KM	MW	CHK	IS	OH	1103180-64320	326.25	
											$326.25
00166111	09/11/2025	V004682	Michael Baker International Inc	1258574	MW	CHK	IS	OH	1337500-60480	1,390.00	
									1337500-71150	1,995.00	
											$3,385.00
00166112	09/11/2025	V005881	Michael Roppo	090325MR	MW	CHK	IS	OH	1513590-64360	240.00	
											$240.00
00166113	09/11/2025	V003539	Michelles Place Breast Cancer Resource Center	MICHELLECS2025	MW	CHK	IS	OH	1101000-64360	250.00	
											$250.00
00166114	09/11/2025	V005724	Raul Montes	R MONTES	MW	CHK	IS	OH	7018100-62440	110.00	
											$110.00
00166115	09/11/2025	V005748	Murrieta Hot Springs Resort LP	JUN25MHSR	MW	CHK	IS	OH	1101600-60015	45,820.95	
											$45,820.95
00166116	09/11/2025	V005460	Old Town Temecula Harley-Davidson	207766	MW	CHK	IS	OH	1103120-62200	736.13	
											$736.13
00166117	09/11/2025	V004471	Omega Print	46269	MW	CHK	IS	OH	1513520-62720	46.22	
				47297	MW	CHK	IS	OH	1513520-62720	46.22	
											$92.44
00166118	09/11/2025	V004864	Operative IQ	72321	MW	CHK	IS	OH	1513520-62160	4,320.00	
											$4,320.00
00166119	09/11/2025	V000763	Gustavo A Poletti	GP0825	MW	CHK	IS	OH	1715144-63240	1,569.40	
											$1,569.40
00166120	09/11/2025	V005291	Priority Building Services LLC	97350	MW	CHK	IS	OH	3115900-62000	5,315.76	
				97354	MW	CHK	IS	OH	1715162-62000	1,603.42	
									2130050-62000	536.75	
									2160050-62000	536.75	
				97656	MW	CHK	IS	OH	1106155-62000	5,574.52	
				97657	MW	CHK	IS	OH	1513520-60480	775.22	
				97659	MW	CHK	IS	OH	1103120-60480	8,511.85	
				97660	MW	CHK	IS	OH	1715144-62000	7,797.70	
									2250050-62000	1,015.85	
											$31,667.82
00166121	09/11/2025	V002755	Prudential Overall Supply	132333853	MW	CHK	IS	OH	1106145-63800	74.95	
											$74.95
00166122	09/11/2025	V004862	Pulse Point Foundation	13095	MW	CHK	IS	OH	1113520-62160	8,000.00	
											$8,000.00
00166123	09/11/2025	V004702	PV Capital Ventures LLC	10761-10800	MW	CHK	IS	OH	1103120-64520	4,593.16	
				10832-10800	MW	CHK	IS	OH	1106155-64520	10,185.34	

											$14,778.50
00166124	09/11/2025	V004775	R&R Plumbing Services Inc	119351575	MW	CHK	IS	OH	1513580-62000	159.00	
											$159.00
00166126	09/11/2025	V000817	Rancho California Water District	3047339 08/25	MW	CHK	IS	OH	1715162-64660	3,585.33	
				3050743 08/25	MW	CHK	IS	OH	1715162-64660	784.88	
				3051051 08/25	MW	CHK	IS	OH	1880050-64660	2,574.58	
				3051253 08/25	MW	CHK	IS	OH	1860050-64660	625.74	
				3051254 08/25	MW	CHK	IS	OH	1715162-64660	1,620.23	
				3051255 08/25	MW	CHK	IS	OH	1860050-64660	551.30	
				3051257 08/25	MW	CHK	IS	OH	1860050-64660	227.90	
				3052098 08/25	MW	CHK	IS	OH	1715162-64660	823.51	
				3052099 08/25	MW	CHK	IS	OH	1715162-64660	758.03	
				3052100 08/25	MW	CHK	IS	OH	1830050-64660	176.94	
				3052101 08/25	MW	CHK	IS	OH	1830050-64660	1,170.70	
				3052102 08/25	MW	CHK	IS	OH	1715162-64660	525.19	
				3052468 08/25	MW	CHK	IS	OH	2180050-64660	318.49	
				3052616 08/25	MW	CHK	IS	OH	2180050-64660	54.77	
				3052617 08/25	MW	CHK	IS	OH	2180050-64660	1,586.38	
				3052630 08/25	MW	CHK	IS	OH	1715162-64660	294.93	
				3052826 08/25	MW	CHK	IS	OH	1830050-64660	424.91	
				3052913 08/25	MW	CHK	IS	OH	2000050-64660	1,536.41	
				3052914 08/25	MW	CHK	IS	OH	2000050-64660	1,621.16	
				3053123 08/25	MW	CHK	IS	OH	2000050-64660	1,336.40	
				3053190 08/25	MW	CHK	IS	OH	2000050-64660	114.57	
				3053191 08/25	MW	CHK	IS	OH	1715162-64660	412.93	
				3053303 08/25	MW	CHK	IS	OH	2000050-64660	724.19	
				3053453 08/25	MW	CHK	IS	OH	2000050-64660	844.18	
				3053454 08/25	MW	CHK	IS	OH	2000050-64660	1,106.23	
				3053858 08/25	MW	CHK	IS	OH	1715162-64660	1,267.97	
				3053859 08/25	MW	CHK	IS	OH	2000050-64660	990.81	
				3053860 08/25	MW	CHK	IS	OH	2000050-64660	633.20	
				3053861 08/25	MW	CHK	IS	OH	2000050-64660	979.67	
				3054001 08/25	MW	CHK	IS	OH	2000050-64660	1,085.35	
				3054002 08/25	MW	CHK	IS	OH	2000050-64660	265.18	
				3054127 08/25	MW	CHK	IS	OH	2000050-64660	1,201.34	
				3054385 08/25	MW	CHK	IS	OH	2000050-64660	83.21	
				3054398 08/25	MW	CHK	IS	OH	2000050-64660	578.11	
				3054472 08/25	MW	CHK	IS	OH	2000050-64660	730.11	
				3054473 08/25	MW	CHK	IS	OH	2000050-64660	54.77	
				3054475 08/25	MW	CHK	IS	OH	2140050-64660	81.81	
				3054525 08/25	MW	CHK	IS	OH	1880050-64660	200.21	
				3054526 08/25	MW	CHK	IS	OH	1880050-64660	989.00	
				3054528 08/25	MW	CHK	IS	OH	2000050-64660	1,085.32	
				3054529 08/25	MW	CHK	IS	OH	1880050-64660	549.11	
				3054530 08/25	MW	CHK	IS	OH	1880050-64660	940.54	
				3054531 08/25	MW	CHK	IS	OH	1880050-64660	853.85	
				3055105 08/25	MW	CHK	IS	OH	1880050-64660	2,513.12	
				3055106 08/25	MW	CHK	IS	OH	1880050-64660	330.88	
				3055136 08/25	MW	CHK	IS	OH	1715162-64660	719.13	
				3055177 08/25	MW	CHK	IS	OH	1715162-64660	148.30	
				3055178 08/25	MW	CHK	IS	OH	1715162-64660	40.90	
				3055696 08/25	MW	CHK	IS	OH	1715162-64660	295.32	
				3056096 08/25	MW	CHK	IS	OH	1715162-64660	408.59	
				3056101 08/25	MW	CHK	IS	OH	1715162-64660	935.15	
				3056244 08/25	MW	CHK	IS	OH	1715162-64660	2,939.68	
				3056245 08/25	MW	CHK	IS	OH	1715162-64660	1,111.62	
				3056247 08/25	MW	CHK	IS	OH	1715162-64660	160.83	
				3056248 08/25	MW	CHK	IS	OH	1715162-64660	5,171.31	

				3056249 08/25	MW	CHK	IS	OH	1715162-64660	3,327.56	
				3056257 08/25	MW	CHK	IS	OH	1715162-64660	113.95	
				3056260 08/25	MW	CHK	IS	OH	1715162-64660	422.04	
				3056261 08/25	MW	CHK	IS	OH	1715162-64660	643.54	
				3056501 08/25	MW	CHK	IS	OH	1715162-64660	1,299.43	
				3056811 08/25	MW	CHK	IS	OH	1715162-64660	54.77	
				3057635 08/25	MW	CHK	IS	OH	1715162-64660	54.77	
				3057636 08/25	MW	CHK	IS	OH	1800050-64660	499.98	
				3057647 08/25	MW	CHK	IS	OH	1715162-64660	1,370.71	
				3057650 08/25	MW	CHK	IS	OH	1715162-64660	917.39	
				3057651 08/25	MW	CHK	IS	OH	1715162-64660	888.85	
				3057652 08/25	MW	CHK	IS	OH	1715162-64660	370.26	
				3063320 08/25	MW	CHK	IS	OH	1715162-64660	244.23	
											$61,351.75
00166127	09/11/2025	V005885	Renes Commercial Management	08-25	MW	CHK	IS	OH	1513580-62000	275.00	
											$275.00
00166128	09/11/2025	V000857	Riverside County-Auditor Controller	JUL25FEEFIN	MW	CHK	IS	OH	1103160-45501	636.00	
											$636.00
00166129	09/11/2025	V004530	Jamie-Lynn Robinett	HT82025	MW	CHK	IS	OH	1715144-63240	532.00	
											$532.00
00166130	09/11/2025	V004680	RSD Alarms	49384	MW	CHK	IS	OH	1513580-62000	50.00	
				49385	MW	CHK	IS	OH	1513580-62000	50.00	
											$100.00
00166131	09/11/2025	V003774	Safelite AutoGlass	05075-311662	MW	CHK	IS	OH	1103120-62200	297.62	
				05075-311663	MW	CHK	IS	OH	1103120-62200	92.00	
											$389.62
00166132	09/11/2025	V004734	SC Fuels	IN-0000194325	MW	CHK	IS	OH	1103120-62220	6,783.49	
				IN-0000198852	MW	CHK	IS	OH	1103120-62220	7,332.62	
				IN-000019887	MW	CHK	IS	OH	1513520-62220	1,904.55	
				IN-0000199008	MW	CHK	IS	OH	1513520-62220	2,313.90	
				N-0000196099	MW	CHK	IS	OH	1513520-62220	1,728.86	
											$20,063.42
00166133	09/11/2025	V005480	Paul Sedler	090425PS	MW	CHK	IS	OH	1103180-64320	412.25	
											$412.25
00166134	09/11/2025	T03874	Shoup Legal	0165539	MW	CHK	IS	OH	3110000-23300	300.00	
											$300.00
00166135	09/11/2025	V000929	Signs By Tomorrow	INV-41308	MW	CHK	IS	OH	1513590-64200	50.51	
											$50.51
00166136	09/11/2025	V000947	Southern CA Edison	1538034 08/25	MW	CHK	IS	OH	1715162-64520	102.58	
											$102.58
00166137	09/11/2025	V000946	Southern CA Edison Company	0635190 09/25	MW	CHK	IS	OH	1715162-64520	307.51	
				1391480 08/25	MW	CHK	IS	OH	1513580-64520	977.77	
				1512297 09/25	MW	CHK	IS	OH	3060060-64560	481.50	
				2306832 08/25	MW	CHK	IS	OH	1513520-64520	2,764.69	
									1513580-64520	2,764.68	
				23118653 08/25	MW	CHK	IS	OH	1513580-64520	1,622.32	
				2347349 08/25	MW	CHK	IS	OH	1513580-64520	2,299.43	
				5863785 08/25	MW	CHK	IS	OH	1715144-64520	4,737.56	
				6745375 09/25	MW	CHK	IS	OH	1715162-64520	15.81	
				9653204 08/25	MW	CHK	IS	OH	1840050-64520	14.13	
											$15,985.40
00166138	09/11/2025	V005323	Derick Spoelstra	090425DS	MW	CHK	IS	OH	1103180-64320	412.25	
											$412.25
00166139	09/11/2025	V005585	Sports Saints	SS-62025AA	MW	CHK	IS	OH	1715144-63240	31.50	
											$31.50
00166140	09/11/2025	V004901	Stryker Sales LLC	9210143899	MW	CHK	IS	OH	1513520-64175	2,406.52	
											$2,406.52
00166141	09/11/2025	V000160	Sunshine Water Softeners and More	915580 9/25	MW	CHK	IS	OH	1513520-62000	49.50	

											$49.50
00166142	09/11/2025	V004009	T-Mobile USA Inc	9616879626	MW	CHK	IS	OH	1103180-63400	165.00	
				9616879627	MW	CHK	IS	OH	1103180-63400	165.00	
											$330.00
00166143	09/11/2025	V004245	TargetSolutions Learning LLC	INV124500	MW	CHK	IS	OH	1513520-62160	1,859.55	
											$1,859.55
00166144	09/11/2025	V004888	Teleflex LLC	9510501799	MW	CHK	IS	OH	1513520-64175	325.16	
											$325.16
00166145	09/11/2025	V004715	The Press Enterprise	0011748071	MW	CHK	IS	OH	1104400-60040	465.07	
				0011748686	MW	CHK	IS	OH	1104400-60040	410.53	
											$875.60
00166146	09/11/2025	V005808	The Swimming Swan LLC	2191	MW	CHK	IS	OH	1715144-60480	24,251.52	
											$24,251.52
00166147	09/11/2025	V004209	Tour Murrieta	JUN25MTBID	MW	CHK	IS	OH	1100000-20085	79,600.18	
									1102600-43414	(796.00)	
											$78,804.18
00166148	09/11/2025	V001057	United Towing Services Inc	69275	MW	CHK	IS	OH	1103120-60480	65.00	
				69278	MW	CHK	IS	OH	1103120-62200	65.00	
				69291	MW	CHK	IS	OH	1103120-62200	65.00	
				69391	MW	CHK	IS	OH	1103120-60480	65.00	
				69393	MW	CHK	IS	OH	1103120-62200	65.00	
				69428	MW	CHK	IS	OH	1103120-60480	800.00	
				69477	MW	CHK	IS	OH	1103120-60480	1,477.50	
				69477B	MW	CHK	IS	OH	1103120-60480	330.00	
				69501	MW	CHK	IS	OH	1103120-60480	1,477.50	
				69501B	MW	CHK	IS	OH	1103120-60480	330.00	
				69545	MW	CHK	IS	OH	1103120-60480	330.00	
				69551	MW	CHK	IS	OH	1103120-62200	130.00	
				69554	MW	CHK	IS	OH	1103120-62200	65.00	
				69650	MW	CHK	IS	OH	1103120-62200	65.00	
											$5,330.00
00166149	09/11/2025	V005586	Valley Wide Elite Gymnastics INC	25	MW	CHK	IS	OH	1715144-63240	1,177.40	
											$1,177.40
00166150	09/11/2025	V002822	Verizon Wireless	6121778188	MW	CHK	IS	OH	1513520-64640	4,130.00	
				6122158482	MW	CHK	IS	OH	1106145-64640	574.81	
									1106155-64640	191.70	
				6122480143	MW	CHK	IS	OH	1103120-64640	72.29	
											$4,968.80
00166151	09/11/2025	V005430	Debra L. Zelon McQuain	DM0825	MW	CHK	IS	OH	1715144-63240	378.00	
											$378.00
00166152	09/12/2025	V000650	Metropolitan Water Dist	MET090925	MW	CHK	IS	OH	1117500-70000	52,488.36	
											$52,488.36
00166153	09/12/2025	V006036	State Board of Equalization	SBOE091025	MW	CHK	IS	OH	1117500-70000	500.00	
											$500.00
00166154	09/18/2025	V004386	2 Hot Activewear	97173	MW	CHK	IS	OH	1513590-63800	208.80	
											$208.80
00166155	09/18/2025	V005789	A Jump N Party Inc	64504	MW	CHK	IS	OH	1715144-63240	970.40	
											$970.40
00166156	09/18/2025	V005287	Accenture LLP	34313	MW	CHK	IS	OH	1106120-60640	32,960.00	
				34315	MW	CHK	IS	OH	1106120-60640	11,600.00	
				34317	MW	CHK	IS	OH	4316120-60640	12,720.00	
				34530	MW	CHK	IS	OH	3417500-60480	1,620.00	
											$58,900.00
00166157	09/18/2025	V002747	Advantage Vending Services	033326	MW	CHK	IS	OH	1101600-62440	1,217.75	
											$1,217.75
00166158	09/18/2025	V000051	Affordable Automotive Repair Inc	98554	MW	CHK	IS	OH	1103120-62200	2,679.47	
				98634	MW	CHK	IS	OH	1103120-62200	91.08	
				98636	MW	CHK	IS	OH	1103120-62200	451.48	

				98639	MW	CHK	IS	OH	1103120-62200	2,410.54	
				98657	MW	CHK	IS	OH	1103120-62200	324.65	
				98662	MW	CHK	IS	OH	1103120-62200	45.03	
				98692	MW	CHK	IS	OH	1103120-62200	95.85	
											$6,098.10
00166159	09/18/2025	V005378	Aleshire & Wynder LLP	97761	MW	CHK	IS	OH	1101200-60440	16,707.10	
				97762	MW	CHK	IS	OH	1101200-60440	5,699.50	
				97763	MW	CHK	IS	OH	7018100-60440	6,387.70	
				97764	MW	CHK	IS	OH	1101200-60440	15,765.10	
				97765	MW	CHK	IS	OH	1101200-60440	5,168.30	
				97766	MW	CHK	IS	OH	1101200-60440	1,548.00	
				97767	MW	CHK	IS	OH	1101200-60440	825.60	
				97768	MW	CHK	IS	OH	1101200-60440	14,189.15	
				97769	MW	CHK	IS	OH	1101200-60440	3,284.98	
				97770	MW	CHK	IS	OH	1101200-60440	69.80	
				97771	MW	CHK	IS	OH	7018100-60440	2,474.20	
				97772	MW	CHK	IS	OH	1101200-60440	10,019.20	
				97773	MW	CHK	IS	OH	1101200-60440	3,207.00	
				97774	MW	CHK	IS	OH	1101200-60440	5,957.30	
				97775	MW	CHK	IS	OH	1101200-60440	703.20	
				97776	MW	CHK	IS	OH	1101200-60440	5,522.74	
				97777	MW	CHK	IS	OH	1101200-60440	4,435.10	
				97778	MW	CHK	IS	OH	1101200-60440	11,345.70	
				97779	MW	CHK	IS	OH	1101200-60440	146.50	
				97780	MW	CHK	IS	OH	1101200-60440	1,535.20	
				97781	MW	CHK	IS	OH	1101200-60440	121.20	
				97782	MW	CHK	IS	OH	1101200-60440	208.40	
				97783	MW	CHK	IS	OH	1101200-60440	582.70	
				97784	MW	CHK	IS	OH	1101200-60440	216.30	
				97785	MW	CHK	IS	OH	1101200-60440	3,818.90	
											$119,938.87
00166160	09/18/2025	V000075	Allied Traffic & Eqt Rentals	97238	MW	CHK	IS	OH	1102200-62440	489.38	
				97246	MW	CHK	IS	OH	3060060-64040	337.13	
				97255	MW	CHK	IS	OH	3060060-64040	750.38	
											$1,576.89
00166161	09/18/2025	V000076	AllStar Fire Equipment Inc	267225	MW	CHK	IS	OH	1113520-60880	1,517.89	
											$1,517.89
00166162	09/18/2025	V005037	ALTA Language Services Inc	IS797743	MW	CHK	IS	OH	1102200-63640	138.00	
											$138.00
00166163	09/18/2025	V005121	American Eagle Trophies	14642	MW	CHK	IS	OH	1513520-62440	617.70	
											$617.70
00166164	09/18/2025	V000087	American Forensic Nurse Inc	79165R	MW	CHK	IS	OH	1103120-60480	650.00	
											$650.00
00166165	09/18/2025	V005009	American Security Group	33836	MW	CHK	IS	OH	7268340-60480	190.00	
											$190.00
00166166	09/18/2025	V000102	Animal Friends of The Valleys Inc	SEP 2025	MW	CHK	IS	OH	1101800-63480	10,750.00	
											$10,750.00
00166167	09/18/2025	V004833	Architerra Design Group	34246	MW	CHK	IS	OH	1104400-60480	7,982.50	
											$7,982.50
00166168	09/18/2025	V005191	AT&T Mobility	76X09102025	MW	CHK	IS	OH	1513520-64640	123.72	
											$123.72
00166169	09/18/2025	V000125	Christina Baca	CB0092	MW	CHK	IS	OH	1715144-63240	728.00	
				CB0093	MW	CHK	IS	OH	1715144-63240	1,050.00	
				CB0094	MW	CHK	IS	OH	1715144-63240	700.00	
				CB0095	MW	CHK	IS	OH	1715144-63240	388.50	
											$2,866.50
00166170	09/18/2025	V005649	Bare Bees INC	1550	MW	CHK	IS	OH	1715162-61960	200.00	
				1563	MW	CHK	IS	OH	1715162-61960	200.00	

											$400.00
00166171	09/18/2025	V004594	Battery Systems Inc	7844969	MW	CHK	IS	OH	1513540-62200	623.96	
											$623.96
00166172	09/18/2025	V000112	Blue Triton Brands Inc	05G8710121514	MW	CHK	IS	OH	1715144-62440	202.53	
				05H8710121514	MW	CHK	IS	OH	1715144-62440	157.56	
				05I8710121514	MW	CHK	IS	OH	1715144-62440	209.91	
											$570.00
00166173	09/18/2025	V004748	Bound Tree Medical	85913528	MW	CHK	IS	OH	1513520-62860	6,785.94	
											$6,785.94
00166174	09/18/2025	V003769	BPS Tactical	25031662	MW	CHK	IS	OH	1103180-60880	818.90	
											$818.90
00166175	09/18/2025	V005370	Brothers Towing Inc	25-08-4277	MW	CHK	IS	OH	1513540-62200	525.00	
											$525.00
00166176	09/18/2025	V000176	Busy Bee Electrical Enterprise	27533	MW	CHK	IS	OH	1105100-62000	300.00	
											$300.00
00166177	09/18/2025	V004858	California Youth Spirit Corp	3-2025	MW	CHK	IS	OH	1715144-63240	2,240.00	
											$2,240.00
00166178	09/18/2025	V005537	Can Do Productions INC	92025	MW	CHK	IS	OH	1715144-63360	350.00	
											$350.00
00166179	09/18/2025	V004677	Tina Cantrell	TC0825	MW	CHK	IS	OH	1715144-63240	746.20	
											$746.20
00166180	09/18/2025	V006033	Cesar Orozco	COROZCO0825	MW	CHK	IS	OH	1800050-60880	282.70	
											$282.70
00166181	09/18/2025	V004772	Cintas First Aid	5290602603	MW	CHK	IS	OH	7018100-62440	170.96	
				5290602604	MW	CHK	IS	OH	7018100-62440	832.45	
				5290602605	MW	CHK	IS	OH	7018100-62440	263.25	
				5290602606	MW	CHK	IS	OH	7018100-62440	280.26	
				5291027707	MW	CHK	IS	OH	7018100-62440	8.19	
											$1,555.11
00166182	09/18/2025	V004663	CivicPlus LLC	346247	MW	CHK	IS	OH	7268340-62160	482.62	
				350031	MW	CHK	IS	OH	7268340-62160	506.83	
											$989.45
00166183	09/18/2025	V005540	ClearGov Inc	2025-17365	MW	CHK	IS	OH	1102600-62160	14,162.50	
											$14,162.50
00166184	09/18/2025	V005429	Code 3 Technology LLC	25-429	MW	CHK	IS	OH	7158200-71060	15,997.12	
											$15,997.12
00166185	09/18/2025	V005059	Compressed Air Specialties Inc	00045042	MW	CHK	IS	OH	1113520-60880	1,603.60	
				00045043	MW	CHK	IS	OH	1113520-60880	2,460.88	
											$4,064.48
00166186	09/18/2025	V000280	Computer Alert Systems Inc	123435	MW	CHK	IS	OH	1715144-60480	90.00	
				123470	MW	CHK	IS	OH	1715144-60480	90.00	
				123508	MW	CHK	IS	OH	1715144-60480	210.00	
				123601	MW	CHK	IS	OH	1106160-60480	570.00	
				123617	MW	CHK	IS	OH	1715144-60480	300.00	
				123620	MW	CHK	IS	OH	1715144-60480	300.00	
				123625	MW	CHK	IS	OH	1715144-60480	165.00	
				123706	MW	CHK	IS	OH	1715144-60480	90.00	
				123999	MW	CHK	IS	OH	1715144-60480	514.24	
											$2,329.24
00166187	09/18/2025	V004754	Concentra Medical Centers	87941555	MW	CHK	IS	OH	1102200-63640	126.00	
									7018100-62440	129.00	
											$255.00
00166188	09/18/2025	V003095	County of Riverside	M1119243	MW	CHK	IS	OH	3760030-60480	3,991.22	
											$3,991.22
00166189	09/18/2025	V005294	Crisp Imaging	640760	MW	CHK	IS	OH	4316120-62720	390.61	
											$390.61
00166190	09/18/2025	V005821	Cumming Management Group Inc	176299	MW	CHK	IS	OH	1117500-70000	7,280.00	
				176303	MW	CHK	IS	OH	1337500-60480	9,023.80	

											$16,303.80
00166191	09/18/2025	V005893	Deark E&C Inc	10041-7	MW	CHK	IS	OH	1110000-20060	3,033.38	
									1120000-20060	2,326.10	
									3060000-20060	3,711.15	
									3740000-20060	113,576.60	
											$122,647.23
00166192	09/18/2025	V000349	Dell Marketing Lp	10835445083	MW	CHK	IS	OH	7268340-60760	16,091.91	
											$16,091.91
00166193	09/18/2025	V003170	Department of Industrial Relations	S2194911SB	MW	CHK	IS	OH	1715144-62000	675.00	
											$675.00
00166194	09/18/2025	V000355	Dewey Pest Control	17621946	MW	CHK	IS	OH	1513580-62000	164.00	
											$164.00
00166195	09/18/2025	V005671	Energage LLC	INVZ00034017	MW	CHK	IS	OH	1101600-62280	6,000.00	
											$6,000.00
00166196	09/18/2025	V000402	Excel Landscape Inc	112249	MW	CHK	IS	OH	1820050-62040	1,656.54	
				112250	MW	CHK	IS	OH	1840050-62040	1,375.44	
				112251	MW	CHK	IS	OH	1880050-62040	1,055.52	
				112252	MW	CHK	IS	OH	2000050-62040	2,034.29	
				112253	MW	CHK	IS	OH	2120050-62040	44.38	
				112254	MW	CHK	IS	OH	2160050-62040	536.90	
				112255	MW	CHK	IS	OH	2210050-62040	455.82	
				112256	MW	CHK	IS	OH	2250050-62040	70.88	
				112257	MW	CHK	IS	OH	1715162-62040	3,702.70	
				112258	MW	CHK	IS	OH	1715162-62040	435.42	
				112259	MW	CHK	IS	OH	1800050-62040	2,599.21	
											$13,967.10
00166197	09/18/2025	V000409	Federal Express Corporation	8-971-54702	MW	CHK	IS	OH	1101400-62680	17.77	
									1103120-62680	13.64	
									1104400-62680	61.71	
											$93.12
00166198	09/18/2025	V002821	Frontier California Inc	696-3601 9/25	MW	CHK	IS	OH	7268340-64640	319.22	
											$319.22
00166199	09/18/2025	V000443	Gardner Company Inc	107238	MW	CHK	IS	OH	1106155-62000	275.00	
				107468	MW	CHK	IS	OH	1103120-62000	2,882.75	
											$3,157.75
00166200	09/18/2025	V000446	GeoSoils Inc	80925	MW	CHK	IS	OH	3417500-60360	9,358.00	
				81430	MW	CHK	IS	OH	3417500-60360	8,030.32	
											$17,388.32
00166201	09/18/2025	V000837	Glenn A Rick Engineering & Development Co	0109065	MW	CHK	IS	OH	1104400-60480	25,052.50	
				0109797	MW	CHK	IS	OH	3167500-60360	2,110.00	
				0109812	MW	CHK	IS	OH	3077500-60480	1,560.00	
				0109871	MW	CHK	IS	OH	1106120-60360	9,800.00	
				0109872	MW	CHK	IS	OH	3027500-60360	10,000.00	
									3067500-60360	6,040.00	
				0110365	MW	CHK	IS	OH	1104400-60320	240.00	
											$54,802.50
00166202	09/18/2025	V003380	Glenn Lukos Associates Inc	38233	MW	CHK	IS	OH	1101600-60320	150.00	
											$150.00
00166203	09/18/2025	V006016	Good Conveyance Services LLC	APN963060065	MW	CHK	IS	OH	1117500-70000	8,225.00	
											$8,225.00
00166204	09/18/2025	V005519	Goodsides LLC	G-MURR0006	MW	CHK	IS	OH	1101400-63120	24,000.00	
											$24,000.00
00166205	09/18/2025	V004827	Heyday Records & Events	1362	MW	CHK	IS	OH	1105000-63360	450.00	
											$450.00
00166206	09/18/2025	V003584	Ryan Hollenweger	090425RH6	MW	CHK	IS	OH	1103180-64320	240.25	
											$240.25
00166207	09/18/2025	V003934	Howroyd Wright Employment Agency Inc	01-7153649	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	

									1104600-60480	1,170.40	
				01-7156305	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	
									1104600-60480	1,170.40	
				01-7160747	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,047.90	
									1104600-60480	702.24	
											$7,523.74
00166208	09/18/2025	V005749	HR Green Pacific Inc	191620	MW	CHK	IS	OH	1106120-60600	3,132.95	
											$3,132.95
00166209	09/18/2025	V004641	Impact Riverside County	1308	MW	CHK	IS	OH	1101000-64360	500.00	
											$500.00
00166210	09/18/2025	T04031	Jacksons Food Stores Inc	RFND1947	MW	CHK	IS	OH	8010000-23310	4,766.38	
											$4,766.38
00166211	09/18/2025	V005884	Jennifer Lynn Marble Smith	82025	MW	CHK	IS	OH	1715144-63240	126.00	
											$126.00
00166212	09/18/2025	V003880	Johnson Equipment Co	9695	MW	CHK	IS	OH	1513540-62200	598.52	
											$598.52
00166213	09/18/2025	V005301	Kingdom Cause Inc	2025-0500154	MW	CHK	IS	OH	3580050-60480	21,513.64	
				2025-0600091	MW	CHK	IS	OH	1105100-60480	33,929.17	
											$55,442.81
00166214	09/18/2025	V004178	LAPRAAC	B2V2026	MW	CHK	IS	OH	1103120-63880	2,400.00	
											$2,400.00
00166215	09/18/2025	V003883	Lexipol LLC	INVPM11255917	MW	CHK	IS	OH	1103120-62160	13,597.54	
											$13,597.54
00166216	09/18/2025	V000603	Liebert Cassidy Whitmore	AUGUST 31 2025	MW	CHK	IS	OH	1102200-60440	1,764.00	
											$1,764.00
00166217	09/18/2025	V005611	LLL Reptile and Supply Co INC	380176	MW	CHK	IS	OH	1715144-63240	150.00	
											$150.00
00166218	09/18/2025	V000606	Lloyd Pest Control	8908061	MW	CHK	IS	OH	1715144-62000	61.00	
				8908949	MW	CHK	IS	OH	1715144-62000	65.00	
				8908950	MW	CHK	IS	OH	1715144-62000	30.00	
				8919071	MW	CHK	IS	OH	1715144-62000	115.00	
				8939074	MW	CHK	IS	OH	1715162-62000	155.00	
				8940343	MW	CHK	IS	OH	1715144-62000	65.00	
				8940344	MW	CHK	IS	OH	1715144-62000	30.00	
				8955243	MW	CHK	IS	OH	1715144-62000	115.00	
				8959575	MW	CHK	IS	OH	1715120-60480	150.00	
				8959725	MW	CHK	IS	OH	1715120-62000	225.00	
				8959727	MW	CHK	IS	OH	1715120-60480	225.00	
				8963046	MW	CHK	IS	OH	1715120-60480	225.00	
				8967334	MW	CHK	IS	OH	1715120-60480	225.00	
				8970533	MW	CHK	IS	OH	1715144-62000	61.00	
				8976325	MW	CHK	IS	OH	1715162-62000	80.00	
											$1,827.00
00166219	09/18/2025	V000582	LN Curtis & Sons	PINV1028372	MW	CHK	IS	OH	1113520-60880	2,534.55	
											$2,534.55
00166220	09/18/2025	V004682	Michael Baker International Inc	1257880	MW	CHK	IS	OH	5517500-60480	7,268.75	
				1257885	MW	CHK	IS	OH	1106120-60360	9,771.06	
				1257887	MW	CHK	IS	OH	1106120-60600	34,995.46	
				1259084	MW	CHK	IS	OH	3067500-60360	13,015.50	
											$65,050.77
00166221	09/18/2025	V006024	Michael Catron	3323	MW	CHK	IS	OH	1101600-62280	3,330.00	
											$3,330.00
00166222	09/18/2025	V005837	Michael Sullivan & Associates LLP	1361838	MW	CHK	IS	OH	7018100-61860	129.50	
											$129.50
00166223	09/18/2025	V001074	Miss April's Dance	285AV	MW	CHK	IS	OH	1715144-63240	4,743.20	
											$4,743.20

00166224	09/18/2025	V005696	Monument Row	3733	MW	CHK	IS	OH	3167500-60480	1,376.03	
											$1,376.03
00166225	09/18/2025	V005529	MSW Consultants Inc	984	MW	CHK	IS	OH	3530010-60480	5,150.00	
											$5,150.00
00166226	09/18/2025	V005209	Murrieta Automotive Company	95166	MW	CHK	IS	OH	1101600-60480	1,012.11	
				95167	MW	CHK	IS	OH	1101600-60480	1,012.11	
				95168	MW	CHK	IS	OH	1101600-60480	1,012.11	
											$3,036.33
00166227	09/18/2025	V005460	Old Town Temecula Harley-Davidson	208117	MW	CHK	IS	OH	1103120-62200	1,325.74	
											$1,325.74
00166228	09/18/2025	V005956	Optima RPM Inc.	5000879	MW	CHK	IS	OH	1107500-70000	431,955.66	
											$431,955.66
00166229	09/18/2025	V005668	Polar Bear Lighting INC	3034	MW	CHK	IS	OH	1101600-62280	5,160.00	
											$5,160.00
00166230	09/18/2025	V005291	Priority Building Services LLC	97662	MW	CHK	IS	OH	1715162-62000	1,603.42	
									2130050-62000	536.75	
									2160050-62000	536.75	
											$2,676.92
00166231	09/18/2025	V005958	Pro-West & Associates Inc.	INV-0000002377	MW	CHK	IS	OH	7268340-60480	7,191.57	
											$7,191.57
00166232	09/18/2025	V002755	Prudential Overall Supply	132334980	MW	CHK	IS	OH	1106145-63800	74.95	
											$74.95
00166233	09/18/2025	V000726	PVP Communications	136990	MW	CHK	IS	OH	4110030-62120	9,248.95	
											$9,248.95
00166234	09/18/2025	V000817	Rancho California Water District	3050742 08/25	MW	CHK	IS	OH	1715162-64660	377.64	
				3051915 08/25	MW	CHK	IS	OH	2030050-64660	241.82	
				3054527 08/25	MW	CHK	IS	OH	1880050-64660	1,195.28	
											$1,814.74
00166235	09/18/2025	V000878	RSG Inc	14084	MW	CHK	IS	OH	3220040-60480	5,611.25	
				14085	MW	CHK	IS	OH	3220040-60480	392.50	
				14087	MW	CHK	IS	OH	3220040-60480	1,815.00	
											$7,818.75
00166236	09/18/2025	V004510	Sharp Rees Stealy Medical Group	103778	MW	CHK	IS	OH	1102200-63640	2,213.00	
											$2,213.00
00166237	09/18/2025	V000965	Shred-It	8011454292	MW	CHK	IS	OH	1715144-62440	23.78	
				8011755019	MW	CHK	IS	OH	1715144-62440	24.06	
											$47.84
00166238	09/18/2025	V000929	Signs By Tomorrow	INV-41317	MW	CHK	IS	OH	1104400-60040	479.70	
											$479.70
00166239	09/18/2025	V000947	Southern CA Edison	7056640 09/25	MW	CHK	IS	OH	1715162-64520	11.13	
				9405736 09/25	MW	CHK	IS	OH	1715162-64520	1,333.03	
											$1,344.16
00166240	09/18/2025	V000946	Southern CA Edison Company	1085085 08/25	MW	CHK	IS	OH	1800050-64520	736.27	
				1910237 09/25	MW	CHK	IS	OH	3060060-64560	13.02	
				2377011 08/25	MW	CHK	IS	OH	1715162-64520	35,561.56	
											$36,310.85
00166241	09/18/2025	V000948	Southland Aquatic Management LLC	0725-160	MW	CHK	IS	OH	2120050-61960	135.00	
				0825-184	MW	CHK	IS	OH	2120050-61960	135.00	
											$270.00
00166242	09/18/2025	V005868	Swank Motion Pictures Inc	4054588	MW	CHK	IS	OH	3115900-62920	892.00	
											$892.00
00166243	09/18/2025	V004009	T-Mobile USA Inc	9617663306	MW	CHK	IS	OH	1103180-63400	165.00	
											$165.00
00166244	09/18/2025	V004009	T-Mobile USA Inc	994368353 08/25	MW	CHK	IS	OH	1513520-64640	993.28	
											$993.28
00166245	09/18/2025	V005995	Tango Tango Inc	5257	MW	CHK	IS	OH	1513520-62860	8,985.00	
											$8,985.00
00166246	09/18/2025	V005514	Temecula Plantscape	5395	MW	CHK	IS	OH	1101600-63880	410.00	

				5488	MW	CHK	IS	OH	1101600-63880	410.00	
				5568	MW	CHK	IS	OH	1101600-63880	410.00	
											$1,230.00
00166247	09/18/2025	V005638	The Alchemy Group Inc	MURRIETA-702025	MW	CHK	IS	OH	1101600-60480	5,000.00	
				MURRIETA-802025	MW	CHK	IS	OH	1101600-60480	5,000.00	
											$10,000.00
00166248	09/18/2025	V005032	Townsend Public Affairs	24001	MW	CHK	IS	OH	1101600-60480	10,500.00	
											$10,500.00
00166249	09/18/2025	V001040	U S Bank National Association	8693347712535	MW	CHK	IS	OH	1101600-62520	2,910.62	
				8693349042535	MW	CHK	IS	OH	1513520-62520	3,744.94	
				8693349122535	MW	CHK	IS	OH	1101600-62520	5,869.93	
											$12,525.49
00166250	09/18/2025	V005716	Uline Inc	197403645	MW	CHK	IS	OH	1513520-62860	10,257.76	
											$10,257.76
00166251	09/18/2025	V001056	United Site Services of CA Inc	114-14098377	MW	CHK	IS	OH	1715162-61910	307.72	
				114-14098378	MW	CHK	IS	OH	1715120-61910	503.97	
				114-14098380	MW	CHK	IS	OH	1810050-61910	307.72	
				114-14098381	MW	CHK	IS	OH	2120050-61910	307.72	
				114-14111439	MW	CHK	IS	OH	1715120-61910	303.72	
				114-14112034	MW	CHK	IS	OH	1715162-61910	275.09	
				114-14112035	MW	CHK	IS	OH	1715120-61910	438.72	
				114-14112036	MW	CHK	IS	OH	1715120-61910	163.63	
				114-14112037	MW	CHK	IS	OH	1810050-61910	275.09	
				114-14112038	MW	CHK	IS	OH	2120050-61910	275.09	
				114-14125976	MW	CHK	IS	OH	1715162-61910	275.09	
				114-14125977	MW	CHK	IS	OH	1715120-61910	438.72	
				114-14125979	MW	CHK	IS	OH	1810050-61910	275.09	
											$4,147.37
00166252	09/18/2025	V002822	Verizon Wireless	6122158479	MW	CHK	IS	OH	1715120-64640	1,170.52	
				6122158481	MW	CHK	IS	OH	1106120-64640	(16.36)	
				6122158483	MW	CHK	IS	OH	1104140-64640	827.77	
				6122158484	MW	CHK	IS	OH	1101000-64640	340.75	
				6122158486	MW	CHK	IS	OH	1104400-64640	38.34	
				6122412231	MW	CHK	IS	OH	1513520-64640	90.18	
											$2,451.20
00166253	09/18/2025	V004708	Village News Inc	35694	MW	CHK	IS	OH	1111600-62960	89.95	
											$89.95
00166254	09/18/2025	V005960	Voltaire Engineering Inc.	25-00212-005	MW	CHK	IS	OH	1330000-20060	(4,611.23)	
									1337500-70000	92,224.43	
											$87,613.20
00166255	09/18/2025	V001127	Willdan Engineering	002-35569	MW	CHK	IS	OH	1513590-60480	10,847.72	
											$10,847.72
00166256	09/18/2025	V001128	Willdan Financial Services	010-63403	MW	CHK	IS	OH	2000050-60480	431.59	
									2020050-60480	288.01	
									2030050-60480	221.64	
									2040050-60480	277.82	
									2050050-60480	254.22	
									2060050-60480	253.01	
									2070050-60480	258.72	
									2080050-60480	221.82	
									2090050-60480	235.78	
									2100050-60480	416.74	
									2110050-60480	293.49	
									2120050-60480	693.78	
									2130050-60480	339.77	
									2140050-60480	285.50	
									2150050-60480	398.15	
									2160050-60480	450.48	

									2170050-60480	266.36	
									2180050-60480	245.95	
									2190050-60480	328.84	
									2200050-60480	249.00	
									2210050-60480	379.94	
									2220050-60480	233.00	
									2230050-60480	265.70	
									2240050-60480	214.98	
									2250050-60480	214.02	
									2260050-60480	211.39	
									2270050-60480	209.52	
									2280050-60480	199.84	
									2290050-60480	165.39	
									2310050-60480	174.58	
											$8,679.03
00166257	09/18/2025	V001128	Willdan Financial Services	010-63402	MW	CHK	IS	OH	1800050-60480	2,816.75	
											$2,816.75
00166258	09/18/2025	V000066	Zertuche's Mother Lode Driving School	AGD-82025	MW	CHK	IS	OH	1715144-63240	128.00	
											$128.00
00166259	09/18/2025	V005319	Benefit Coordinators Corporation BCC	2237/P1725	MW	CHK	IS	OH	1100000-21510	1,263.01	
									1102600-53000	0.09	
									1110000-21510	288.24	
									1190000-21510	1.95	
									1510000-21510	340.70	
									1710000-21510	148.80	
									3060000-21510	41.57	
									3110000-21510	32.90	
									3580000-21510	12.14	
									7010000-21510	5.50	
				2238/P1725	MW	CHK	IS	OH	1100000-21510	305.44	
									1102600-53000	0.02	
									1110000-21510	60.42	
									1510000-21510	226.82	
									1710000-21510	118.80	
									3060000-21510	8.80	
									3110000-21510	19.00	
									3580000-21510	3.18	
									7010000-21510	4.24	
				2239/P1725	MW	CHK	IS	OH	1100000-21510	38.89	
									1110000-21510	3.08	
									1510000-21510	10.88	
									3110000-21510	4.80	
									3580000-21510	0.27	
									7010000-21510	1.60	
				2245/P1725	MW	CHK	IS	OH	1100000-21510	180.90	
									1102600-53000	0.28	
									1110000-21510	66.28	
									1190000-21510	0.11	
									1510000-21510	54.56	
									1710000-21510	9.44	
									3060000-21510	6.47	
									3110000-21510	2.44	
									3580000-21510	3.28	
									7010000-21510	1.74	
				2246/P1725	MW	CHK	IS	OH	1100000-21510	51.99	
									1102600-53000	0.15	
									1110000-21510	6.46	
									1510000-21510	32.34	

									1710000-21510	3.48	
									3060000-21510	2.80	
									3110000-21510	0.88	
									3580000-21510	0.95	
									7010000-21510	0.88	
				2247/P1725	MW	CHK	IS	OH	1100000-21510	6.13	
									1102600-53000	0.21	
									1110000-21510	0.34	
									1510000-21510	1.72	
									3110000-21510	0.68	
									3580000-21510	0.03	
									7010000-21510	0.34	
											$3,376.02
00166260	09/18/2025	V005319	Benefit Coordinators Corporation BCC	1030/17096SHORTP	MW	CHK	IS	OH	4110000-21520	0.30	
				1030/2501160	MW	CHK	IS	OH	1100000-21520	2,408.33	
									1110000-21520	644.84	
									1510000-21520	1,362.49	
									1710000-21520	249.83	
									3060000-21520	130.82	
									3110000-21520	134.76	
									3580000-21520	7.90	
									4110000-21520	14.46	
									7010000-21520	42.13	
									7260000-21520	162.33	
				1134/2501160	MW	CHK	IS	OH	1100000-21520	3,617.62	
									1102600-53000	0.34	
									1110000-21520	726.87	
									1510000-21520	480.34	
									1710000-21520	438.26	
									3060000-21520	253.51	
									3110000-21520	269.87	
									3580000-21520	22.27	
									4110000-21520	19.22	
									7010000-21520	78.07	
									7260000-21520	295.42	
				1140/2501160	MW	CHK	IS	OH	1100000-21520	1,859.96	
									1102600-53000	0.46	
									1110000-21520	373.81	
									1510000-21520	247.02	
									1710000-21520	225.37	
									3060000-21520	130.35	
									3110000-21520	138.77	
									3580000-21520	11.45	
									4110000-21520	9.88	
									7010000-21520	40.15	
									7260000-21520	151.94	
				1150/2501160	MW	CHK	IS	OH	1100000-21520	533.50	
									1110000-21520	142.84	
									1510000-21520	301.82	
									1710000-21520	55.34	
									3060000-21520	28.98	
									3110000-21520	29.85	
									3580000-21520	1.75	
									4110000-21520	3.20	
									7010000-21520	9.33	
									7260000-21520	35.96	
											$15,691.71
00166261	09/18/2025	V003953	Bank of America N.A.	BOFA 08/25	MW	CHK	IS	OH	1101600-62520	302,899.92	

											$302,899.92
00166262	09/18/2025	V000402	Excel Landscape Inc	111308		MW	CHK	IS	OH	1715162-62800	64,650.30
										1800050-62800	47,372.14
										1810050-62800	4,381.70
										1820050-62800	10,254.86
										1830050-62800	857.33
										1840050-62800	1,219.05
										1850050-62800	65.25
										1860050-62800	1,339.24
										1880050-62800	3,945.58
										2000050-62800	13,735.71
										2020050-62800	1,444.53
										2030050-62800	171.70
										2040050-62040	1,206.46
										2050050-62800	283.88
										2060050-62800	129.35
										2070050-62800	105.31
										2080050-62800	3,238.19
										2090050-62800	502.50
										2100050-62800	3,201.57
										2110050-62800	275.85
										2120050-62800	7,678.27
										2130050-62800	5,323.73
										2140050-62800	410.92
										2150050-62800	865.35
										2160050-62800	9,542.88
										2170050-62800	1,390.75
										2180050-62800	1,900.11
										2190050-62800	12,610.53
										2200050-62800	5,186.38
										2210050-62800	7,460.78
										2230050-62800	2,699.06
										2240050-62800	195.74
										2250050-62800	12,186.58
										2260050-62800	51.51
										2270050-62800	1,686.00
										2280050-62800	1,162.96
										2290050-62800	70.53
				111508		MW	CHK	IS	OH	2040050-60480	2,342.09
				111826		MW	CHK	IS	OH	1715162-62040	64,650.30
										1800050-62040	47,372.14
										1810050-62040	4,381.70
										1820050-62040	10,254.86
										1830050-62040	2,076.38
										1850050-62040	65.25
										1860050-62040	5,284.82
										2000050-62040	13,735.71
										2020050-62040	1,444.53
										2030050-62040	171.70
										2040050-62040	1,206.46
										2050050-62040	283.88
										2060050-62040	129.35
										2070050-62040	105.31
										2080050-62040	3,238.19
										2090050-62040	502.50
										2100050-62040	3,201.57
										2110050-62040	275.85
										2120050-62040	7,678.27

						2130050-62040	5,323.73
						2140050-62040	410.92
						2150050-62040	865.35
						2160050-62040	9,542.88
						2170050-62040	1,390.75
						2180050-62040	1,900.11
						2190050-62040	12,610.53
						2200050-62040	5,186.38
						2210050-62040	7,460.78
						2230050-62040	2,699.06
						2240050-62040	195.74
						2250050-62040	12,186.58
						2260050-62040	51.51
						2270050-62040	1,686.00
						2280050-62040	1,162.96
						2290050-62040	70.53
	111994		MW	CHK	IS	OH	1715162-62040	64,650.30
							1800050-62040	47,372.14
							1810050-62040	4,381.70
							1820050-62040	10,254.86
							1830050-62040	857.33
							1840050-62040	1,219.05
							1850050-62040	65.25
							1860050-62040	1,339.24
							1880050-62040	3,945.58
							2000050-62040	13,735.71
							2020050-62040	1,444.53
							2030050-62040	171.70
							2040050-62040	1,206.46
							2050050-62040	283.88
							2060050-62040	129.35
							2070050-62040	105.31
							2080050-62040	3,238.19
							2090050-62040	502.50
							2100050-62040	3,201.57
							2110050-62040	275.85
							2120050-62040	7,678.27
							2130050-62040	5,323.73
							2140050-62040	410.92
							2150050-62040	865.35
							2160050-62040	9,542.88
							2170050-62040	1,390.75
							2180050-62040	1,900.11
							2190050-62040	12,610.53
							2200050-62040	5,186.38
							2210050-62040	7,460.78
							2230050-62040	2,699.06
							2240050-62040	195.74
							2250050-62040	12,186.58
							2260050-62040	51.51
							2270050-62040	1,686.00
							2280050-62040	1,162.96
							2290050-62040	70.53
	112195		MW	CHK	IS	OH	1715162-62040	64,650.30
							1800050-62040	47,372.14
							1810050-62040	4,381.70
							1820050-62040	10,254.86
							1830050-62040	2,076.38

									1850050-62040	65.25	
									1860050-62040	5,284.82	
									2000050-62040	13,735.71	
									2020050-62040	1,444.53	
									2030050-62040	171.70	
									2040050-62040	1,206.46	
									2050050-62040	283.88	
									2060050-62040	129.35	
									2070050-62040	105.31	
									2080050-62040	3,238.19	
									2090050-62040	502.50	
									2100050-62040	3,201.57	
									2110050-62040	275.85	
									2120050-62040	7,678.27	
									2130050-62040	5,323.73	
									2140050-62040	410.92	
									2150050-62040	865.35	
									2160050-62040	9,542.88	
									2170050-62040	1,390.75	
									2180050-62040	1,900.11	
									2190050-62040	12,610.53	
									2200050-62040	5,186.38	
									2210050-62040	7,460.78	
									2230050-62040	2,699.06	
									2240050-62040	195.74	
									2250050-62040	12,186.58	
									2260050-62040	51.51	
									2270050-62040	1,686.00	
									2280050-62040	1,162.96	
									2290050-62040	70.53	
											$917,552.41
00166263	09/25/2025	V000020	A T & T	000024039824	MW	CHK	IS	OH	7268340-64640	0.26	
				000024068589	MW	CHK	IS	OH	7268340-64640	465.29	
				000024068762	MW	CHK	IS	OH	7268340-64640	165.80	
											$631.35
00166264	09/25/2025	V000051	Affordable Automotive Repair Inc	98722	MW	CHK	IS	OH	1103120-62200	907.83	
				98741	MW	CHK	IS	OH	1103120-62200	314.98	
				98743	MW	CHK	IS	OH	1103120-62200	312.55	
				98747	MW	CHK	IS	OH	1103120-62200	165.95	
				98755	MW	CHK	IS	OH	1103120-62200	166.45	
				98776	MW	CHK	IS	OH	1103120-62200	286.26	
											$2,154.02
00166265	09/25/2025	V000087	American Forensic Nurse Inc	79752	MW	CHK	IS	OH	1103120-60480	1,544.00	
											$1,544.00
00166266	09/25/2025	V005562	BAM Architecture Studio INC	22-140-001-37	MW	CHK	IS	OH	1127500-70000	1,735.80	
									3507500-70000	1,735.80	
											$3,471.60
00166267	09/25/2025	V005128	Casey Bostrom	091025CB	MW	CHK	IS	OH	1103180-62800	205.19	
											$205.19
00166268	09/25/2025	V005433	Briggs Datacom	25019-01	MW	CHK	IS	OH	3115900-60480	2,250.00	
											$2,250.00
00166269	09/25/2025	V005104	Bucknam Infrastructure Group	365-02-05	MW	CHK	IS	OH	3067500-60360	13,530.26	
				365-02.04	MW	CHK	IS	OH	3067500-60360	11,177.13	
				365-02.06	MW	CHK	IS	OH	3067500-60360	5,730.00	
											$30,437.39
00166270	09/25/2025	V000203	California Oaks Car Wash	1397	MW	CHK	IS	OH	1103120-62200	148.00	
											$148.00
00166271	09/25/2025	V005688	Care Solace Inc	2025-13273	MW	CHK	IS	OH	3380010-60480	100,000.00	

											$100,000.00
00166272	09/25/2025	V004772	Cintas First Aid	5284403602	MW	CHK	IS	OH	7018100-62440	233.76	
				5290602607	MW	CHK	IS	OH	7018100-62440	75.95	
											$309.71
00166273	09/25/2025	V003945	Code 5 Group LLC	4318	MW	CHK	IS	OH	1103180-60480	1,200.00	
											$1,200.00
00166274	09/25/2025	V003621	Cosco Fire Protection	1000740617	MW	CHK	IS	OH	1106155-62000	1,101.28	
											$1,101.28
00166275	09/25/2025	V005507	County of Riverside	PU0000006168	MW	CHK	IS	OH	1103120-62680	125.20	
											$125.20
00166276	09/25/2025	V003095	County of Riverside	PE0000002898	MW	CHK	IS	OH	1113520-60480	11,567.19	
											$11,567.19
00166277	09/25/2025	V000843	County of Riverside Executive Office	2026-02MUR	MW	CHK	IS	OH	1101800-63480	86,127.00	
				DEBTSERVFY2526	MW	CHK	IS	OH	1101800-62440	95,863.00	
											$181,990.00
00166278	09/25/2025	V005294	Crisp Imaging	645266	MW	CHK	IS	OH	1317500-60480	226.24	
											$226.24
00166279	09/25/2025	V005256	Disability Access Consultants LLC	25-265	MW	CHK	IS	OH	7018100-60480	4,400.00	
											$4,400.00
00166280	09/25/2025	V004200	DLT Solutions	5353095A	MW	CHK	IS	OH	7268340-62160	1,406.76	
											$1,406.76
00166281	09/25/2025	V004251	Entenmann-Rovin Co	0190701-IN	MW	CHK	IS	OH	1103120-63800	895.20	
											$895.20
00166282	09/25/2025	V000401	Ewles Materials	521801	MW	CHK	IS	OH	3060060-64040	280.00	
											$280.00
00166283	09/25/2025	V004399	Fast 5Xpress	CK149507	MW	CHK	IS	OH	1100000-25110	8,900.00	
											$8,900.00
00166284	09/25/2025	V002821	Frontier California Inc	197-0631 9/25	MW	CHK	IS	OH	7268340-64480	232.38	
				304-2854 9/25	MW	CHK	IS	OH	7268340-64640	150.13	
				461-2615 9/25	MW	CHK	IS	OH	7268340-64640	86.18	
				461-4354 9/25	MW	CHK	IS	OH	7268340-64640	518.00	
				677-7095 9/25	MW	CHK	IS	OH	7268340-64640	76.38	
				679-7612 9/25	MW	CHK	IS	OH	7268340-64640	223.88	
				698-1294 9/25	MW	CHK	IS	OH	7268340-64640	76.38	
				698-4403 9/25	MW	CHK	IS	OH	7268340-64640	72.03	
				698-6230 9/25	MW	CHK	IS	OH	7268340-64640	58.98	
				894-1899 9/25	MW	CHK	IS	OH	7268340-64480	336.36	
											$1,830.70
00166285	09/25/2025	V000443	Gardner Company Inc	107463	MW	CHK	IS	OH	1513580-62000	635.00	
				107505	MW	CHK	IS	OH	1103120-62000	775.00	
											$1,410.00
00166286	09/25/2025	V003225	Geocon West Inc	725080450	MW	CHK	IS	OH	1127500-70000	996.25	
									3507500-70000	996.25	
											$1,992.50
00166287	09/25/2025	V000837	Glenn A Rick Engineering & Development Co	0109796	MW	CHK	IS	OH	3167500-60360	10,905.00	
				18099(38)	MW	CHK	IS	OH	5137500-60480	33,996.50	
											$44,901.50
00166288	09/25/2025	V005853	Daniel Gonzalez	091925DAG	MW	CHK	IS	OH	1103180-64320	412.25	
				091925DG	MW	CHK	IS	OH	1103180-64360	326.25	
											$738.50
00166289	09/25/2025	V004004	Gregory P Cave Corp	11410	MW	CHK	IS	OH	1100000-20110	(26.25)	
									3115900-62440	350.00	
											$323.75
00166290	09/25/2025	V006009	HRchitect Inc.	2025-1752	MW	CHK	IS	OH	7268340-62160	160.00	
											$160.00
00166291	09/25/2025	V005436	Inland Fleet Solutions Inc	9935	MW	CHK	IS	OH	1513540-62200	941.58	
				9936	MW	CHK	IS	OH	1513540-62200	659.80	
											$1,601.38

00166292	09/25/2025	V003868	Interwest Consulting Group Inc	2326452	MW	CHK	IS	OH	1104600-60480	5,955.00	
											$5,955.00
00166293	09/25/2025	V003433	JD Promotions	76907	MW	CHK	IS	OH	1114100-63120	550.03	
											$550.03
00166294	09/25/2025	V000603	Liebert Cassidy Whitmore	305355	MW	CHK	IS	OH	1102200-63880	900.00	
											$900.00
00166295	09/25/2025	V000582	LN Curtis & Sons	INV989514	MW	CHK	IS	OH	1513520-62860	1,445.94	
											$1,445.94
00166296	09/25/2025	V004682	Michael Baker International Inc	1260242	MW	CHK	IS	OH	2197500-70000	176.39	
									5767500-70000	374.84	
				1260528	MW	CHK	IS	OH	1287500-60360	8,530.00	
											$9,081.23
00166297	09/25/2025	V005837	Michael Sullivan & Associates LLP	1361837	MW	CHK	IS	OH	7018100-61860	1,445.50	
											$1,445.50
00166298	09/25/2025	V005696	Monument Row	3974	MW	CHK	IS	OH	1287500-60480	1,770.90	
											$1,770.90
00166299	09/25/2025	V005748	Murrieta Hot Springs Resort LP	JUL25MHSR	MW	CHK	IS	OH	1101600-60015	40,471.10	
											$40,471.10
00166300	09/25/2025	V005131	Chris Nelson	091925CHN	MW	CHK	IS	OH	1103180-64320	154.25	
				091925CN	MW	CHK	IS	OH	1103180-64320	36.05	
											$190.30
00166301	09/25/2025	V003185	Brenda Partin	091025BP	MW	CHK	IS	OH	1103130-62800	64.52	
											$64.52
00166302	09/25/2025	V000753	Petes Road Serv Inc	25-0864171-00	MW	CHK	IS	OH	1513540-62200	3,914.02	
											$3,914.02
00166303	09/25/2025	V005873	Pramira Inc	INV13664A	MW	CHK	IS	OH	1107500-70000	16,255.88	
									3777500-70000	48,767.62	
				INV13708	MW	CHK	IS	OH	1107500-70000	10,329.68	
									3777500-70000	30,989.05	
											$106,342.23
00166304	09/25/2025	V005487	Jarad Preston	091925JP	MW	CHK	IS	OH	1103180-64320	326.25	
											$326.25
00166305	09/25/2025	V002755	Prudential Overall Supply	132336177	MW	CHK	IS	OH	1106145-63800	74.95	
											$74.95
00166306	09/25/2025	V004702	PV Capital Ventures LLC	10761-10801	MW	CHK	IS	OH	1103120-64520	3,932.35	
				10832-10801	MW	CHK	IS	OH	1106155-64520	9,085.87	
											$13,018.22
00166307	09/25/2025	V000817	Rancho California Water District	3054003 09/25	MW	CHK	IS	OH	1513580-64660	84.19	
				354004 09/25	MW	CHK	IS	OH	1513580-64660	58.42	
											$142.61
00166308	09/25/2025	T04035	Robin Daniel	93179526	MW	CHK	IS	OH	1715144-43711	251.00	
				95490754	MW	CHK	IS	OH	1715144-43711	49.00	
				95490755	MW	CHK	IS	OH	1715144-43711	2.00	
											$302.00
00166309	09/25/2025	V005822	RWBID Construction Management LLC	176584	MW	CHK	IS	OH	1107500-70000	12,529.30	
									1127500-70000	2,684.85	
									3507500-70000	2,684.85	
											$17,899.00
00166310	09/25/2025	V004734	SC Fuels	IN-0000181531	MW	CHK	IS	OH	1103120-62220	7,068.71	
				IN-0000203817	MW	CHK	IS	OH	1103120-62220	7,052.60	
				IN-0000208486	MW	CHK	IS	OH	1103120-62220	7,694.85	
											$21,816.16
00166311	09/25/2025	V005309	Sectran Security Inc	25091387	MW	CHK	IS	OH	1102600-60480	816.42	
											$816.42
00166312	09/25/2025	V000965	Shred-It	8012055743	MW	CHK	IS	OH	1103120-60480	48.27	
											$48.27
00166313	09/25/2025	V004938	SoCal Wax Shop Inc	81140	MW	CHK	IS	OH	1103120-62200	45.00	
											$45.00

00166314	09/25/2025	V000944	South Coast AQMD	4594764	MW	CHK	IS	OH	1513520-61440	565.63	
				4597544	MW	CHK	IS	OH	1513520-61440	170.94	
											$736.57
00166315	09/25/2025	V000946	Southern CA Edison Company	1006988 09/25	MW	CHK	IS	OH	3060060-64560	9,324.65	
				2272173 09/25	MW	CHK	IS	OH	1513580-64520	685.19	
				3793964 07/25	MW	CHK	IS	OH	3060060-64560	16.57	
				3793964 08/25	MW	CHK	IS	OH	3060060-64560	16.67	
				3793964 09/25	MW	CHK	IS	OH	3060060-64560	16.30	
				5585422 09/25	MW	CHK	IS	OH	1513580-64520	2,881.80	
				5816947 09/25	MW	CHK	IS	OH	1106155-64520	12,133.83	
				5926172 09/25	MW	CHK	IS	OH	1106155-64520	15,449.30	
				6718878 09/25	MW	CHK	IS	OH	1106150-64560	4,051.30	
									1810050-64560	1,502.37	
									1820050-64560	3,337.26	
									1830050-64560	304.35	
									1840050-64560	1,124.95	
									1850050-64560	305.27	
									1860050-64560	133.84	
									1880050-64560	525.10	
									1890050-64560	236.65	
									2000050-64560	480.63	
									2020050-64560	182.70	
									2030050-64560	20.10	
									2040050-64560	163.47	
									2050050-64560	130.81	
									2060050-64560	113.18	
									2070050-64560	113.44	
									2080050-64560	279.19	
									2090050-64560	61.78	
									2100050-64560	381.43	
									2110050-64560	240.09	
									2120050-64560	584.91	
									2130050-64560	186.11	
									2140050-64560	105.64	
									2150050-64560	17.07	
									2160050-64560	265.87	
									2170050-64560	85.03	
									2180050-64560	98.09	
									2190050-64560	186.11	
									2200050-64560	93.84	
									2210050-64560	304.81	
									2220050-64560	9.27	
									2230050-64560	134.35	
									2240050-64560	44.82	
									2250050-64560	80.11	
									2260050-64560	42.54	
									2270050-64560	71.61	
									2280050-64560	25.12	
									3060060-64560	15,952.00	
				7475262 09/25	MW	CHK	IS	OH	1106155-64520	5,247.44	
				8079776 09/25	MW	CHK	IS	OH	3060060-64560	538.26	
				8704186 9/25	MW	CHK	IS	OH	3115900-64520	18,607.84	
				9857352 09/25	MW	CHK	IS	OH	1101600-64520	1,737.59	
											$98,630.65
00166316	09/25/2025	V003753	Southstar Engineering & Consulting Inc	548	MW	CHK	IS	OH	1287500-60480	20,992.00	
											$20,992.00
00166317	09/25/2025	V004678	Supply Solutions	100273A	MW	CHK	IS	OH	1513580-64040	594.52	
				100371A	MW	CHK	IS	OH	1103120-64040	1,011.54	

											$1,606.06
00166318	09/25/2025	V005578	SVA Architects INC	63909	MW	CHK	IS	OH	1317500-70000	48,141.51	
											$48,141.51
00166319	09/25/2025	V004715	The Press Enterprise	0011732893	MW	CHK	IS	OH	1104400-62800	661.13	
				0011733655	MW	CHK	IS	OH	1104400-62800	848.85	
				0011735318	MW	CHK	IS	OH	1104400-62800	412.36	
				0011735343	MW	CHK	IS	OH	1104400-62800	417.58	
				0011735470	MW	CHK	IS	OH	1104400-62800	405.11	
											$2,745.03
00166320	09/25/2025	V005567	Tier 1 Investigations LLC	1239	MW	CHK	IS	OH	1102200-63640	1,900.00	
											$1,900.00
00166321	09/25/2025	V004978	TPx Communications	187248497-0	MW	CHK	IS	OH	1103130-60480	686.25	
									7268340-60480	947.67	
											$1,633.92
00166322	09/25/2025	V005988	TR Design Group Inc	5062	MW	CHK	IS	OH	1117500-70000	59,665.26	
											$59,665.26
00166323	09/25/2025	V005457	Tracy Miller Consulting Inc	CK153330	MW	CHK	IS	OH	1100000-25110	17,500.00	
											$17,500.00
00166324	09/25/2025	V005075	US Digital Designs Inc	5270690856	MW	CHK	IS	OH	1113580-62000	3,148.03	
											$3,148.03
00166325	09/25/2025	V001071	Verizon Business Serv	61976215	MW	CHK	IS	OH	7268340-64640	82.89	
				62099050	MW	CHK	IS	OH	7268340-64640	0.84	
				62099051	MW	CHK	IS	OH	7268340-64640	1.13	
				62099052	MW	CHK	IS	OH	7268340-64640	0.56	
				62099053	MW	CHK	IS	OH	7268340-64640	47.29	
											$132.71
00166326	09/25/2025	V002822	Verizon Wireless	6122158480	MW	CHK	IS	OH	1104600-64640	207.66	
				6122687494	MW	CHK	IS	OH	7268340-64480	140.08	
				6123544511	MW	CHK	IS	OH	1103120-64640	5,612.42	
				6123544512	MW	CHK	IS	OH	1103120-64640	5,277.82	
											$11,237.98
00166327	09/25/2025	V004913	VertiGIS North America Ltd.	IN-VGNA-00008864	MW	CHK	IS	OH	7268340-62160	3,633.75	
											$3,633.75
00166328	09/25/2025	V001103	Waxie Sanitary Supply	83514607	MW	CHK	IS	OH	1106155-62000	519.46	
											$519.46
00166329	09/25/2025	V004937	Wright Express FSC	107533227	MW	CHK	IS	OH	1106160-62220	3,879.99	
									1715120-62220	2,669.36	
											$6,549.35
00166330	09/25/2025	V005275	Yunex LLC	5610006137	MW	CHK	IS	OH	1106550-61960	2,614.49	
				5610006138	MW	CHK	IS	OH	1106550-61960	6,150.00	
				5610006141	MW	CHK	IS	OH	1106550-61960	3,762.79	
				5610006291	MW	CHK	IS	OH	1106550-60240	7,774.07	
				5610006298	MW	CHK	IS	OH	1106550-61960	5,191.00	
				90005309	MW	CHK	IS	OH	1106550-60240	2,802.74	
				90005311	MW	CHK	IS	OH	1106550-60240	9,475.00	
											$37,770.09
00166331	09/29/2025	V005319	Benefit Coordinators Corporation BCC	1115/2501180	MW	CHK	IS	OH	1100000-21270	1,998.80	
									1100000-21370	24,484.25	
									1110000-21370	6,049.00	
									1510000-21370	6,732.80	
									1710000-21370	2,209.20	
									3060000-21370	1,172.98	
									3110000-21370	1,367.60	
									3580000-21370	105.20	
									4110000-21370	64.17	
									7010000-21370	315.60	
									7260000-21370	1,157.20	
				1125/2501180	MW	CHK	IS	OH	1100000-21270	671.50	

									1100000-21730	9,114.25	
									1110000-21730	2,271.25	
									1510000-21730	2,528.00	
									1710000-21730	829.50	
									3060000-21730	440.40	
									3110000-21730	513.50	
									3580000-21730	39.50	
									4110000-21730	24.10	
									7010000-21730	118.50	
									7260000-21730	434.50	
											$62,641.80
00166332	09/29/2025	V000184	CA Assoc of Prof Firefighters	1130/2501180	MW	CHK	IS	OH	1110000-21655	176.00	
									1510000-21655	768.00	
				2130/2501180	MW	CHK	IS	OH	1100000-21655	0.86	
									1110000-21655	147.64	
									1510000-21655	648.00	
											$1,740.50
00166333	09/29/2025	V000201	California Law Enforcement Assoc	1132/2501180	MW	CHK	IS	OH	1100000-21655	1,677.00	
									1110000-21655	312.00	
				2132/2501180	MW	CHK	IS	OH	1100000-21655	1,080.89	
									1110000-21655	172.89	
									1190000-21655	2.62	
									3550000-21655	17.87	
									3580000-21655	0.73	
											$3,264.00
00166334	09/29/2025	V000433	Franchise Tax Board	2820/2501180	MW	CHK	IS	OH	1100000-21480	263.64	
											$263.64
00166335	09/29/2025	V004287	Lori Moss	MOSS/OCT2501180	MW	CHK	IS	OH	1101400-53100	695.00	
											$695.00
00166336	09/29/2025	V005134	Zach Schumaker	SCHUMAKER/SEP25	MW	CHK	IS	OH	7018100-61860	5,106.00	
											$5,106.00
00166337	09/29/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501180	MW	CHK	IS	OH	1100000-21600	126.32	
									1110000-21600	71.98	
									1710000-21600	136.30	
									3110000-21600	104.03	
				2401/2501180	MW	CHK	IS	OH	1100000-21600	602.58	
									1110000-21600	343.41	
									1710000-21600	650.61	
									3110000-21600	496.38	
											$2,531.61
00166338	09/29/2025	V001077	Judith Vierstra	VIERSTRA/OCT25	MW	CHK	IS	OH	1513520-53100	1,808.31	
											$1,808.31
00166339	09/29/2025	V005865	Washington State Council of Fire Fighters	1184/2501180	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501180	MW	CHK	IS	OH	1110000-21304	1,100.00	
									1510000-21304	5,100.00	
				PHONG, D(10/25)	MW	CHK	IS	OH	1513580-53100	675.43	
											$13,075.43

Issued:	**811**	**$5,327,793.88**		**Issued:**	**811**	**$5,327,793.88**
AP -	**Total**	**$5,327,793.88**		**AP -**	**Total**	**$5,327,793.88**

Issued:	**811**	**$5,327,793.88**		**Issued:**	**811 $5,327,793.88**
Summary	**Total**	**$5,327,793.88**		**Summary**	**Total $5,327,793.88**

User Name: CITYHALL\MMatula

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Sep 1, 2025 and Sep 30, 2025
Bank(s): AP, EF - EF Checking Account
Status(es): IS - Issued
Check Type(s): HW - Hand Written

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
09002245	09/05/2025	V003959	TASC	TASC/2501180			HW	CHK	IS	TR	1100000-21255	16,420.24	
											1110000-21255	3,930.71	
											1510000-21255	4,027.53	
											1710000-21255	91.11	
											3060000-21255	439.57	
											3110000-21255	97.78	
											7010000-21255	502.67	
											7260000-21255	318.59	
													$25,828.20
09002251	09/01/2025	V005731	Golden Spring Capital LLC	ANNEX092025			HW	CHK	IS	TR	1101600-61560	1,224.38	
											1101600-61910	8,302.30	
											1101600-62000	4,868.00	
													$14,394.68
09002262	09/19/2025	V003959	TASC	TASC/2501190			HW	CHK	IS	TR	1100000-21255	12,940.65	
											1110000-21255	3,698.70	
											1510000-21255	3,027.60	
											1710000-21255	431.82	
											3060000-21255	886.59	
											3110000-21255	604.30	
											7010000-21255	632.52	
											7260000-21255	413.89	
													$22,636.07
09002263	09/25/2025	V001040	U S Bank National Association	CFDTAXFY2425			HW	CHK	IS	TR	8110000-10120	82,855.18	
													$82,855.18
09002265	09/25/2025	V001040	U S Bank National Association	MURRIETA2020A			HW	CHK	IS	TR	6550000-10120	23,589.02	
													$23,589.02
09002266	09/25/2025	V001040	U S Bank National Association	USBANK0825			HW	CHK	IS	TR	1101000-62520	34.97	
											1101400-62520	8,041.89	
											1102100-62520	2,883.88	
											1102200-62520	5,040.56	
											1102400-62520	436.50	
											1102600-62520	770.64	
											1103120-62520	332.78	
											1103130-62520	1,906.96	
											1103160-62520	20,517.10	
											1103180-62520	35,544.97	
											1104100-62520	2,902.66	
											1104400-62520	1,682.18	
											1104600-62520	1,955.68	
											1105000-62520	1,647.65	
											1105100-62520	1,930.73	
											1106120-62520	377.71	
											1106500-62520	59.01	
											1106545-62520	4,604.42	
											1106555-62520	2,820.34	
											1513520-62520	16,174.15	
											1513580-62520	9,492.00	
											1513590-62520	126.08	
											1715144-62520	9,173.01	
											1716520-62520	7,327.89	
											3115900-62520	6,597.74	
											7018100-62520	1,835.62	

									7268340-62520	4,203.31	
											$148,420.43
09002267	09/25/2025	V006042	California State Treasurer's Office	VIASILVA24712	HW	CHK	IS	TR	3067500-70000	36,100.00	
											$36,100.00
09002268	09/08/2025	V000444	The Gas Company	GAS8542AUG25	HW	CHK	IS	TR	1715144-64600	30.20	
											$30.20
09002269	09/05/2025	V000444	The Gas Company	GAS5447AUG25	HW	CHK	IS	TR	1715144-64600	25.79	
											$25.79
09002270	09/05/2025	V000444	The Gas Company	GAS5289AUG25	HW	CHK	IS	TR	1715144-64600	14.79	
											$14.79
09002271	09/05/2025	V000444	The Gas Company	GAS5294AUG25	HW	CHK	IS	TR	1715144-64600	14.79	
											$14.79
09002272	09/04/2025	V000444	The Gas Company	087 1992 08/25	HW	CHK	IS	TR	1513580-64600	33.38	
											$33.38
09002273	09/08/2025	V000444	The Gas Company	924 7000 08/25	HW	CHK	IS	TR	1513580-64600	109.48	
											$109.48
09002274	09/05/2025	V000444	The Gas Company	324 5200 08/25	HW	CHK	IS	TR	1513580-64600	61.02	
											$61.02
09002275	09/05/2025	V000444	The Gas Company	624 5200 08/25	HW	CHK	IS	TR	1513580-64600	14.79	
											$14.79
09002276	09/05/2025	V000444	The Gas Company	GAS4369SEP25	HW	CHK	IS	TR	3115900-64600	307.59	
											$307.59
09002277	09/05/2025	V000444	The Gas Company	679 6404 08/25	HW	CHK	IS	TR	1103120-64600	212.94	
											$212.94
09002278	09/05/2025	V000444	The Gas Company	686 1636 08/25	HW	CHK	IS	TR	1103120-64600	25.79	
											$25.79
09002279	09/05/2025	V000444	The Gas Company	GAS3990SEP25	HW	CHK	IS	TR	1106155-64600	296.59	
											$296.59
09002280	09/05/2025	V000444	The Gas Company	GAS3894SEP25	HW	CHK	IS	TR	1101600-64600	23.60	
											$23.60
09002281	09/08/2025	V000444	The Gas Company	GAS5700SEP25	HW	CHK	IS	TR	1106155-64600	14.79	
											$14.79
09002282	09/19/2025	V000817	Rancho California Water District	RWD9389SEP25	HW	CHK	IS	TR	2120050-64660	126.84	
											$126.84
09002283	09/19/2025	V000817	Rancho California Water District	RWD9701SEP25	HW	CHK	IS	TR	2120050-64660	27.36	
											$27.36
09002284	09/19/2025	V000817	Rancho California Water District	RWD9150SEP25	HW	CHK	IS	TR	2120050-64660	252.00	
											$252.00
09002285	09/19/2025	V000817	Rancho California Water District	RWD8895SEP25	HW	CHK	IS	TR	2120050-64660	147.25	
											$147.25
09002286	09/19/2025	V000817	Rancho California Water District	RWD9700SEP25	HW	CHK	IS	TR	2120050-64660	810.65	
											$810.65
09002287	09/19/2025	V000817	Rancho California Water District	RWD9528SEP25	HW	CHK	IS	TR	2120050-64660	78.01	
											$78.01
09002288	09/19/2025	V000817	Rancho California Water District	RWD9527SEP25	HW	CHK	IS	TR	2120050-64660	120.91	
											$120.91
09002289	09/19/2025	V000817	Rancho California Water District	RWD9391SEP25	HW	CHK	IS	TR	2120050-64660	157.48	
											$157.48
09002290	09/19/2025	V000817	Rancho California Water District	RWD9390SEP25	HW	CHK	IS	TR	2120050-64660	539.82	
											$539.82
09002291	09/19/2025	V000817	Rancho California Water District	RWD9153SEP25	HW	CHK	IS	TR	2120050-64660	2,717.50	
											$2,717.50
09002292	09/19/2025	V000817	Rancho California Water District	RWD9152SEP25	HW	CHK	IS	TR	2120050-64660	321.79	
											$321.79
09002293	09/19/2025	V000817	Rancho California Water District	RWD9151SEP25	HW	CHK	IS	TR	2120050-64660	104.17	
											$104.17
09002294	09/19/2025	V000817	Rancho California Water District	RWD9831SEP25	HW	CHK	IS	TR	2120050-64660	65.47	
											$65.47
09002295	09/19/2025	V000817	Rancho California Water District	RWD9988SEP25	HW	CHK	IS	TR	2120050-64660	82.89	
											$82.89
09002296	09/19/2025	V000817	Rancho California Water District	RWD9989SEP25	HW	CHK	IS	TR	2120050-64660	155.21	
											$155.21
09002297	09/19/2025	V000817	Rancho California Water District	RWD0152SEP25	HW	CHK	IS	TR	2120050-64660	218.56	
											$218.56

09002298	09/19/2025	V000817	Rancho California Water District	RWD0153SEP25	HW	CHK	IS	TR	2120050-64660	380.66	
											$380.66
09002299	09/19/2025	V000817	Rancho California Water District	RWD0340SEP25	HW	CHK	IS	TR	2040050-64660	133.75	
											$133.75
09002300	09/19/2025	V000817	Rancho California Water District	RWD0341SEP25	HW	CHK	IS	TR	2040050-64660	310.66	
											$310.66
09002301	09/19/2025	V000817	Rancho California Water District	RWD0353SEP25	HW	CHK	IS	TR	2040050-64660	180.73	
											$180.73
09002302	09/19/2025	V000817	Rancho California Water District	RWD0509SEP25	HW	CHK	IS	TR	2040050-64660	131.74	
											$131.74
09002303	09/19/2025	V000817	Rancho California Water District	RWD0624SEP25	HW	CHK	IS	TR	2120050-64660	127.37	
											$127.37
09002304	09/19/2025	V000817	Rancho California Water District	RWD0927SEP25	HW	CHK	IS	TR	2120050-64660	418.59	
											$418.59
09002305	09/19/2025	V000817	Rancho California Water District	RWD8894SEP25	HW	CHK	IS	TR	2120050-64660	524.49	
											$524.49
09002306	09/19/2025	V000817	Rancho California Water District	RWD8810SEP25	HW	CHK	IS	TR	2120050-64660	305.53	
											$305.53
09002307	09/19/2025	V000817	Rancho California Water District	RWD8416SEP25	HW	CHK	IS	TR	1715162-64660	395.45	
											$395.45
09002308	09/19/2025	V000817	Rancho California Water District	RWD8891SEP25	HW	CHK	IS	TR	2120050-64660	303.93	
											$303.93
09002309	09/19/2025	V000817	Rancho California Water District	RWD8630SEP25	HW	CHK	IS	TR	2120050-64660	79.99	
											$79.99
09002310	09/19/2025	V000817	Rancho California Water District	RWD8642SEP25	HW	CHK	IS	TR	2120050-64660	233.80	
											$233.80
09002409	09/18/2025	V000444	The Gas Company	024 2900 09/25	HW	CHK	IS	TR	1513580-64600	112.77	
											$112.77
09002236	09/05/2025	V003121	Internal Revenue Servi	1010/2501180	HW	CHK	IS	TR			
											$36,615.03
09002237	09/05/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501180	HW	CHK	IS	TR	1100000-21460	19,470.02	
									1110000-21460	5,450.64	
									1190000-21460	22.71	
									1510000-21460	9,719.61	
									1710000-21460	1,343.64	
									3060000-21460	711.12	
									3110000-21460	770.59	
									3550000-21460	162.20	
									3580000-21460	60.76	
									4110000-21460	178.03	
									7010000-21460	162.15	
									7260000-21460	660.84	
											$38,712.31
09002238	09/05/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501180	HW	CHK	IS	TR	1100000-21450	133,176.81	
									1110000-21450	41,681.47	
									1190000-21450	166.98	
									1510000-21450	94,179.55	
									1710000-21450	6,828.82	
									3060000-21450	4,043.98	
									3110000-21450	4,362.06	
									3550000-21450	1,159.35	
									3580000-21450	480.26	
									4110000-21450	1,234.52	
									7010000-21450	895.48	
									7260000-21450	4,159.88	
											$292,369.16
09002239	09/05/2025	V003124	State of CA - EDD (EFT PY)	2020/2501180	HW	CHK	IS	TR	1100000-21660	59,809.92	
									1110000-21660	18,989.78	
									1190000-21660	72.55	
									1510000-21660	38,770.87	
									1710000-21660	2,812.31	
									3060000-21660	1,832.81	
									3110000-21660	1,318.87	
									3550000-21660	607.44	

									3580000-21660	201.72	
									4110000-21660	518.21	
									7010000-21660	399.17	
									7260000-21660	1,817.50	
											$127,151.15
09002240	09/05/2025	V004808	Support Payment Clearinghouse	2810/2501180	HW	CHK	IS	TR	1110000-21480	142.15	
											$142.15
09002241	09/05/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501180	HW	CHK	IS	TR	1100000-21480	1,332.23	
									1110000-21480	303.69	
									1190000-21480	44.53	
									1510000-21480	235.38	
									7260000-21480	348.00	
											$2,263.83
09002242	09/05/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501180	HW	CHK	IS	TR	1100000-21300	8,437.17	
									1110000-21300	831.15	
									1510000-21300	313.66	
									1710000-21300	838.00	
									3060000-21300	765.00	
									3110000-21300	482.45	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											$12,169.64
09002243	09/05/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501180	HW	CHK	IS	TR	1100000-21360	71,987.40	
									1110000-21360	17,201.82	
									1190000-21360	94.99	
									1510000-21360	33,924.69	
									1710000-21360	2,605.44	
									3060000-21360	2,277.50	
									3110000-21360	1,748.68	
									3550000-21360	381.64	
									3580000-21360	106.68	
									4110000-21360	61.00	
									7010000-21360	216.00	
									7260000-21360	461.21	
											$131,067.05
09002244	09/05/2025	V005111	Nationwide (401A)	1183/2501180	HW	CHK	IS	TR	1100000-21301	126.50	
											$126.50
09002246	09/03/2025	V003132	CalPERS Retirement (EF	PY2501170PERS	HW	CHK	IS	TR			
											$503,246.37
09002247	09/04/2025	V003120	CalPERS	HEALTHSEP2025	HW	CHK	IS	TR			
											$751,421.48
09002248	09/08/2025	V003132	CalPERS Retirement (EFT)	PERSADJMURPHY	HW	CHK	IS	TR	1101600-53400	14,684.23	
											$14,684.23
09002249	09/11/2025	V003132	CalPERS Retirement (EF	PY2501180PERS	HW	CHK	IS	TR			
											$519,069.73
09002250	09/12/2025	V003132	CalPERS Retirement (EFT)	PERS2025GASB68	HW	CHK	IS	TR	1102600-60200	1,400.00	
											$1,400.00
09002252	09/16/2025	V001067	ICMA-RC (RHS)(EFT)	RHSOCT2025	HW	CHK	IS	TR			
											$108,999.20
09002253	09/19/2025	V003121	Internal Revenue Servi	1010/2501190	HW	CHK	IS	TR			
											$37,730.09
09002254	09/19/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501190	HW	CHK	IS	TR	1100000-21460	20,362.40	
									1110000-21460	5,238.55	
									1190000-21460	11.15	
									1510000-21460	11,219.21	
									1710000-21460	1,397.93	
									3060000-21460	703.21	
									3110000-21460	766.19	
									3550000-21460	396.52	
									3580000-21460	55.66	
									4110000-21460	178.03	
									7010000-21460	162.15	
									7260000-21460	672.95	

											$41,163.95
09002255	09/19/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501190	HW	CHK	IS	TR	1100000-21450	136,775.87	
									1110000-21450	39,430.70	
									1190000-21450	99.83	
									1510000-21450	105,035.63	
									1710000-21450	6,802.09	
									3060000-21450	4,045.23	
									3110000-21450	4,350.04	
									3550000-21450	3,055.61	
									3580000-21450	420.66	
									4110000-21450	1,223.80	
									7010000-21450	895.48	
									7260000-21450	4,273.33	
											$306,408.27
09002256	09/19/2025	V003124	State of CA - EDD (EFT PY)	2020/2501190	HW	CHK	IS	TR	1100000-21660	61,487.51	
									1110000-21660	18,232.52	
									1190000-21660	44.47	
									1510000-21660	43,012.64	
									1710000-21660	2,831.69	
									3060000-21660	1,832.41	
									3110000-21660	1,324.61	
									3550000-21660	1,556.94	
									3580000-21660	176.81	
									4110000-21660	513.65	
									7010000-21660	399.17	
									7260000-21660	1,902.49	
											$133,314.91
09002257	09/19/2025	V004808	Support Payment Clearinghouse	2810/2501190	HW	CHK	IS	TR	1100000-21480	20.20	
									1110000-21480	121.95	
											$142.15
09002258	09/19/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501190	HW	CHK	IS	TR	1100000-21480	1,376.76	
									1110000-21480	303.69	
									1510000-21480	235.38	
									7260000-21480	348.00	
											$2,263.83
09002259	09/19/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501190	HW	CHK	IS	TR	1100000-21300	8,308.59	
									1110000-21300	831.15	
									1510000-21300	363.66	
									1710000-21300	1,088.00	
									3060000-21300	962.50	
									3110000-21300	482.45	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											$12,538.56
09002260	09/19/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501190	HW	CHK	IS	TR	1100000-21360	95,490.03	
									1110000-21360	15,782.33	
									1190000-21360	31.96	
									1510000-21360	35,750.44	
									1710000-21360	2,893.94	
									3060000-21360	1,989.00	
									3110000-21360	1,748.68	
									3550000-21360	1,089.99	
									3580000-21360	88.18	
									4110000-21360	61.00	
									7010000-21360	216.00	
									7260000-21360	461.21	
											$155,602.76
09002261	09/19/2025	V005111	Nationwide (401A)	1183/2501190	HW	CHK	IS	TR	1100000-21301	126.50	
											$126.50
09002264	09/22/2025	V003132	CalPERS Retirement (EF	PY2501190PERS	HW	CHK	IS	TR			
											$527,995.58

Issued:	25	$3,756,724.43		Issued:	25 $3,756,724.43
EF - EF Checking Account	Total	$3,756,724.43		EF - EF Checking Account	Total $3,756,724.43
Issued:	76	$4,121,298.92		Issued:	76 $4,121,298.92
Summary	Total	$4,121,298.92		Summary	Total $4,121,298.92

User Name: CITYHALL\MMatula

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Management Analyst - Finance

SUBJECT: Monthly Investment Transaction Report for September 2025

RECOMMENDATION

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

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

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

DISCUSSION

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

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

The transactions in the long-term investment portfolio for September 2025 include dispositions of $7,298,393.82 in cash, payables, receivables, maturities, and sales, which also includes a withdrawal for bank fees. Subsequently, these proceeds, together with the dispositions and monthly interest earnings, were reinvested in security and money market fund purchases totaling $7,884,096.84.

The California State Treasurer allocates and reinvests LAIF interest earnings on a quarterly basis. Quarterly interest earnings are reflected in the statement one month following the end of the quarter. This account's last interest earnings deposit was in July 2025, for the prior quarter. There are no LAIF transactions to report for the month of September.

As of September 30, 2025, the City's Total Ending Book Value (or what the City actually paid for the investments) for both investment accounts (long and short-term accounts) is $154,660,066.88. Both accounts combined had an overall increase of $580,771.38 or 0.38%, which includes any deposits, dispositions, applicable interest earnings, and less any realized gain/loss or monthly fees charged to the account.

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

The total earnings from the Cash Sweep Program for the month of September were $398,851.11.

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

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

FISCAL IMPACT

The recommended action has no fiscal impact. Interest earnings projections are included in the Fiscal Year 2025/26 Operating Budget.

ATTACHMENTS

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

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:
US Bank

PORTFOLIO SUMMARY

Murrieta Consolidated | Account | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	1.81
Average Coupon	3.80%
Average Purchase YTM	4.35%
Average Market YTM	3.83%
Average Credit Quality*	AA+
Average Final Maturity	2.13
Average Life	1.87

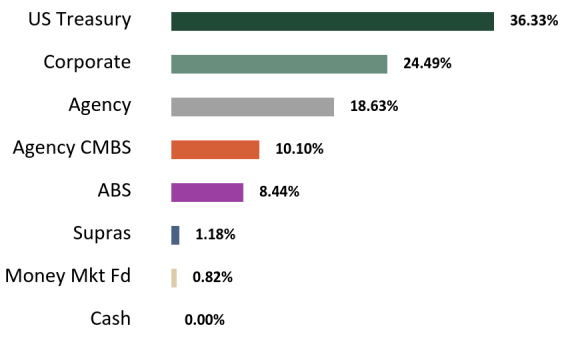
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	154,849,484.58	155,466,858.92
Accrued Interest	1,168,174.53	1,069,941.11
Total Market Value	**156,017,659.12**	**156,536,800.03**
Income Earned	363,421.13	620,057.44
Cont/WD	0.00	0.00
Par	154,808,461.69	155,571,898.48
Book Value	152,057,705.74	152,638,477.12
Cost Value	152,057,705.74	152,638,477.12

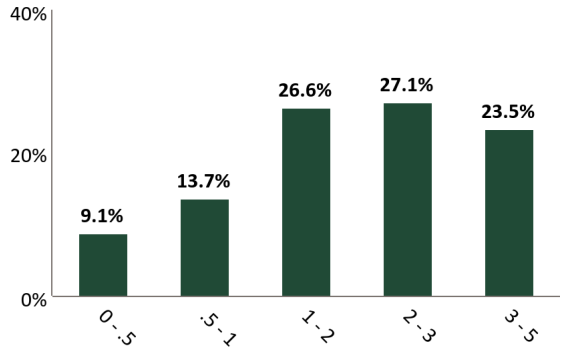
Top Issuers

United States	36.33%
Federal Home Loan Banks	11.61%
FHLMC	10.10%
Farm Credit System	7.02%
U.S. Bancorp	1.69%
Massachusetts Mutual Life Insurance	1.35%
New York Life Insurance Company	1.27%
American Express Credit Master Trust	1.24%

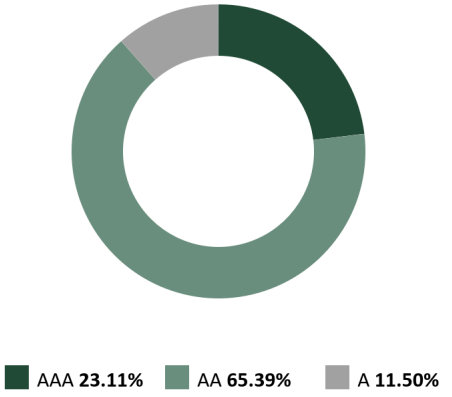
Sector Allocation



Maturity Distribution



Credit Quality*



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

Execution Time: 10/02/2025 03:04:57 PM

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.1	Compliant	
Max % Issuer (MV)	30.0	10.1	Compliant	
Max Maturity (Years)	5.0	4.5	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.4	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.5	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.6	Compliant	
Max % Issuer (MV)	30.0	11.6	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.8	Compliant	
Max % Issuer (MV)	10.0	0.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.2	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5	2	Compliant	

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	36.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

Murrieta Consolidated | Account | As of September 30, 2025

Maturities / Calls

Month to Date	**(4,250,000.00)**
Fiscal Year to Date	**(9,625,000.00)**

Principal Paydowns

Month to Date	**(559,294.94)**
Fiscal Year to Date	**(1,456,001.40)**

Purchases

Month to Date	**7,884,096.84**
Fiscal Year to Date	**19,638,500.79**

Sales

Month to Date	**(2,357,511.04)**
Fiscal Year to Date	**(6,902,286.99)**

Interest Received

Month to Date	**735,563.75**
Fiscal Year to Date	**1,704,137.12**

Purchased / Sold Interest

Month to Date	**(17,272.89)**
Fiscal Year to Date	**(45,924.72)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	152,057,705.74	150,913,261.27
Maturities/Calls	(4,250,000.00)	(9,625,000.00)
Principal Paydowns	(559,294.94)	(1,456,001.40)
Purchases	7,884,096.84	19,638,500.79
Sales	(2,357,511.04)	(6,902,286.99)
Change in Cash, Payables, Receivables	(131,587.84)	(1,865.90)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(4,931.64)	71,869.35
Ending Book Value	152,638,477.12	152,638,477.12

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	154,849,484.58	153,376,376.64
Maturities/Calls	(4,250,000.00)	(9,625,000.00)
Principal Paydowns	(559,294.94)	(1,456,001.40)
Purchases	7,884,096.84	19,638,500.79
Sales	(2,357,511.04)	(6,902,286.99)
Change in Cash, Payables, Receivables	(131,587.84)	(1,865.90)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	36,602.96	365,266.43
Realized Gain (Loss)	(4,931.64)	71,869.35
Ending Market Value	155,466,858.92	155,466,858.92

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	21,076.32	08/15/2022 3.73%	21,075.07 21,075.07	99.96 4.29%	21,068.31 28.39	0.01% (6.76)	NA/AAA AAA	0.80 0.07
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	10,315.09	03/10/2022 2.33%	10,312.81 10,312.81	99.92 4.46%	10,306.70 10.64	0.01% (6.11)	Aaa/NA AAA	0.96 0.04
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	56,069.71	08/08/2023 5.38%	56,062.98 56,062.98	100.11 4.16%	56,132.02 92.17	0.04% 69.04	NA/AAA AAA	1.14 0.09
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	377,053.42	02/08/2024 5.09%	377,006.29 377,006.29	100.32 4.17%	378,262.36 586.42	0.24% 1,256.07	NA/AAA AAA	1.47 0.33
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	846,850.76	06/20/2024 5.19%	842,351.87 842,351.87	100.35 4.04%	849,789.93 702.89	0.55% 7,438.06	Aaa/AAA NA	1.48 0.35
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	41,908.60	07/06/2022 3.64%	41,908.31 41,908.31	99.92 4.33%	41,875.78 63.56	0.03% (32.53)	Aaa/NA AAA	1.54 0.12
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.27 4.07%	354,450.32 827.56	0.23% 4,491.27	Aaa/NA AAA	2.30 0.97
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	100.24 4.03%	546,282.82 1,024.60	0.35% 1,374.54	NA/AAA AAA	2.38 0.98
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.92 3.97%	711,505.67 986.61	0.46% 6,517.37	NA/AAA AAA	2.64 1.40
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	1,242,806.18	02/13/2024 5.21%	1,242,752.13 1,242,752.13	100.95 3.99%	1,254,554.31 2,877.79	0.81% 11,802.18	Aaa/AAA NA	2.88 0.73
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.23%	1,319,634.10 1,319,634.10	101.21 3.90%	1,335,911.02 3,027.20	0.86% 16,276.92	NA/AAA AAA	2.96 0.91
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	101.09 4.09%	338,642.22 738.49	0.22% 3,660.98	Aaa/NA AAA	3.13 1.17
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	101.18 3.92%	607,072.80 518.00	0.39% 7,163.94	Aaa/AAA NA	3.41 0.89
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	102.07 3.88%	653,226.11 1,487.64	0.42% 13,357.31	NA/AAA AAA	3.54 1.45
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	101.39 3.98%	780,736.73 1,577.64	0.50% 10,830.59	NA/AAA AAA	3.54 2.05
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	100.55 4.02%	673,681.25 1,259.60	0.43% 3,723.39	Aaa/NA AAA	3.96 2.21
44935XAD7	HART 2025-B A3 4.36 12/17/2029	585,000.00	06/03/2025 4.36%	584,947.18 584,947.18	100.95 3.91%	590,560.95 1,133.60	0.38% 5,613.77	NA/AAA AAA	4.21 1.94

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	1,050,000.00	03/25/2025 4.51%	1,049,954.85 1,049,954.85	100.83 4.16%	1,058,722.35 1,446.96	0.68% 8,767.50	Aaa/NA AAA	4.47 1.40
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	1,255,000.00	05/06/2025 4.28%	1,254,977.28 1,254,977.28	100.96 3.92%	1,266,989.02 2,387.29	0.81% 12,011.74	NA/AAA AAA	4.54 2.36
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.76 3.86%	372,819.18 659.83	0.24% 2,873.64	Aaa/AAA NA	4.54 1.66
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	1,210,000.00	06/03/2025 4.33%	1,209,979.91 1,209,979.91	101.07 3.94%	1,222,931.75 2,333.96	0.79% 12,951.84	NA/AAA AAA	4.62 2.43
Total ABS		**13,001,080.08**	**4.74%**	**12,995,386.84** **12,995,386.84**	**100.96** **3.98%**	**13,125,521.59** **23,770.83**	**8.44%** **130,134.75**		**3.41** **1.42**
AGENCY									
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00	01/24/2024 4.40%	1,392,860.00 1,392,860.00	100.04 3.97%	1,400,525.06 11,068.75	0.90% 7,665.06	Aa1/AA+ AA+	0.31 0.30
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00	05/20/2024 4.87%	997,690.00 997,690.00	100.54 3.82%	1,005,445.04 18,868.06	0.65% 7,755.04	Aa1/AA+ AA+	0.60 0.58
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00	08/16/2023 4.78%	1,998,620.00 1,998,620.00	100.69 3.73%	2,013,856.78 28,763.89	1.30% 15,236.78	Aa1/AA+ AA+	0.70 0.67
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00	11/09/2023 4.85%	2,007,480.00 2,007,480.00	101.04 3.72%	2,020,710.02 16,944.44	1.30% 13,230.02	Aa1/AA+ AA+	0.83 0.80
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00	08/09/2023 4.58%	2,399,468.50 2,399,468.50	100.63 3.75%	2,420,250.90 14,129.38	1.56% 20,782.40	Aa1/AA+ AA+	0.87 0.84
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.80 3.76%	4,535,796.42 11,562.50	2.92% 59,766.42	Aa1/AA+ AA+	0.95 0.92
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,750,000.00	11/30/2023 4.53%	1,754,427.50 1,754,427.50	101.01 3.70%	1,767,689.16 30,126.74	1.14% 13,261.66	Aa1/AA+ AA+	1.13 1.07
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	2,000,000.00	01/30/2024 4.21%	1,995,560.00 1,995,560.00	100.64 3.60%	2,012,896.72 17,416.67	1.29% 17,336.72	Aa1/AA+ AA+	1.29 1.24
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	04/08/2024 4.66%	995,520.00 995,520.00	101.18 3.68%	1,011,752.13 625.00	0.65% 16,232.13	Aa1/AA+ AA+	1.48 1.43
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	1,500,000.00	04/10/2024 4.84%	1,496,115.00 1,496,115.00	101.62 3.65%	1,524,284.48 34,041.67	0.98% 28,169.48	Aa1/AA+ AA+	1.52 1.43
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	1,000,000.00	05/20/2024 4.69%	994,830.00 994,830.00	101.28 3.69%	1,012,783.88 16,375.00	0.65% 17,953.88	Aa1/AA+ AA+	1.64 1.54

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/24/2025 4.02%	3,039,480.00 3,039,480.00	101.87 3.69%	3,056,053.86 7,875.00	1.97% 16,573.86	Aa1/AA+ AA+	2.44 2.29
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	1,120,000.00	06/07/2023 4.00%	1,107,243.20 1,107,243.20	100.31 3.62%	1,123,515.23 13,066.67	0.72% 16,272.03	Aa1/AA+ AA+	2.69 2.51
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	2,000,000.00	07/06/2023 4.49%	1,956,940.00 1,956,940.00	100.92 3.64%	2,018,330.40 24,888.89	1.30% 61,390.40	Aa1/AA+ AA+	2.69 2.50
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	2,000,000.00	10/12/2023 4.71%	1,981,460.00 1,981,460.00	102.22 3.70%	2,044,474.08 2,250.00	1.32% 63,014.08	Aa1/AA+ AA+	2.98 2.77
Total Agency		**28,675,000.00**	**4.56%**	**28,593,724.20** **28,593,724.20**	**101.03** **3.71%**	**28,968,364.15** **248,002.64**	**18.63%** **374,639.95**		**1.47** **1.39**
AGENCY CMBS									
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.35%	1,890,546.88 1,890,546.88	98.82 3.87%	1,976,431.60 4,421.67	1.27% 85,884.72	Aa1/AA+ AAA	0.90 0.84
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	862,134.04	09/22/2022 4.23%	831,184.78 831,184.78	99.00 4.12%	853,551.24 2,404.64	0.55% 22,366.46	Aa1/AA+ AAA	1.15 1.03
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	99.36 3.82%	856,512.77 2,463.88	0.55% 16,912.26	Aa1/AA+ AAA	1.32 1.13
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.08%	965,468.75 965,468.75	98.94 3.86%	989,401.80 2,702.50	0.64% 23,933.05	Aa1/AA+ AAA	1.57 1.42
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,220,412.99	05/18/2023 4.13%	1,172,311.56 1,172,311.56	98.57 3.87%	1,202,995.86 3,241.21	0.77% 30,684.30	Aa1/AAA AA+	1.99 1.84
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.92%	1,107,478.13 1,107,478.13	99.36 3.86%	1,157,576.15 3,543.54	0.74% 50,098.02	Aa1/AA+ AAA	2.41 2.23
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	1,250,000.00	05/28/2024 4.94%	1,197,265.63 1,197,265.63	99.91 3.87%	1,248,869.13 4,062.50	0.80% 51,603.50	Aa1/AA+ AAA	2.90 2.67
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	2,000,000.00	05/07/2025 4.12%	1,990,703.13 1,990,703.13	100.33 3.88%	2,006,583.60 6,766.67	1.29% 15,880.47	Aaa/AA+ AA+	3.07 2.80
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	08/19/2024 4.12%	1,385,332.03 1,385,332.03	94.85 3.94%	1,422,744.75 2,825.00	0.92% 37,412.72	Aa1/AA+ AAA	3.32 3.06
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	2,000,000.00	03/27/2025 4.30%	1,932,500.00 1,932,500.00	98.38 3.90%	1,967,545.60 5,703.33	1.27% 35,045.60	Aa1/AAA AA+	3.41 3.10
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	2,000,000.00	03/26/2025 4.37%	1,997,890.63 1,997,890.63	101.30 4.03%	2,025,980.60 7,353.33	1.30% 28,089.97	Aaa/AA+ AA+	4.48 3.71
Total Agency CMBS		**15,859,547.03**	**4.33%**	**15,310,282.03** **15,310,282.03**	**99.07** **3.91%**	**15,708,193.10** **45,488.27**	**10.10%** **397,911.07**		**2.60** **2.33**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	4,342.34	--	4,342.34 4,342.34	1.00 0.00%	4,342.34 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,342.34**		**4,342.34** **4,342.34**	**1.00** **0.00%**	**4,342.34** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.07 4.11%	425,299.41 6,516.67	0.27% 324.91	A1/AA AA-	0.17 0.17
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.69 4.04%	996,861.21 3,430.56	0.64% 37,471.21	Aaa/AA+ NA	0.40 0.39
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.25 4.01%	751,891.02 16,031.25	0.48% 2,408.52	Aa3/AA+ AA+	0.53 0.50
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	09/13/2023 5.23%	954,220.00 954,220.00	99.58 4.07%	995,810.58 13,772.22	0.64% 41,590.58	A2/A A	0.59 0.57
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00	06/12/2023 5.38%	1,000,440.00 1,000,440.00	100.92 4.07%	1,009,236.03 15,150.00	0.65% 8,796.03	Aa3/AA- AA-	0.72 0.69
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	100.99 3.86%	1,464,411.19 10,373.54	0.94% 12,486.19	A1/A+ NA	0.86 0.83
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	09/13/2023 5.57%	998,810.00 998,810.00	101.24 4.07%	1,012,440.42 6,600.50	0.65% 13,630.42	Aa2/A+ AA	0.88 0.77
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.31 3.90%	516,706.41 10,237.19	0.33% 6,844.11	A1/A+ NA	1.11 0.97
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.26 4.01%	1,594,818.46 25,262.56	1.03% 18,358.46	Aa2/AA- AA	1.19 1.05
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	1,000,000.00	01/10/2024 4.52%	999,460.00 999,460.00	100.79 3.85%	1,007,883.89 10,375.00	0.65% 8,423.89	A1/A A+	1.27 1.21
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	1,245,000.00	01/10/2024 4.88%	1,244,688.75 1,244,688.75	101.15 3.95%	1,259,373.85 12,138.75	0.81% 14,685.10	A1/A AA-	1.30 1.24
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,500,000.00	02/29/2024 4.78%	1,500,810.00 1,500,810.00	101.20 3.91%	1,518,008.40 7,000.00	0.98% 17,198.40	A1/AA- NA	1.41 1.26
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,210,000.00	03/13/2024 4.99%	1,210,000.00 1,210,000.00	101.54 3.90%	1,228,624.77 2,181.66	0.79% 18,624.77	Aa3/A AA-	1.46 1.32
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	100.16 3.90%	1,001,557.92 15,666.67	0.64% 11,097.92	A2/A+ A+	1.61 1.44

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	1,500,000.00	02/09/2024 4.71%	1,371,945.00 1,371,945.00	96.81 3.90%	1,452,162.17 10,483.33	0.93% 80,217.17	A2/A NA	1.62 1.56
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.66 3.88%	752,247.49 9,620.00	0.48% 13,701.89	A2/A A	1.73 1.56
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	101.33 3.83%	759,981.47 6,229.17	0.49% 9,336.47	Aa3/AA- NA	1.82 1.64
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	1,250,000.00	08/22/2024 4.10%	1,251,637.50 1,251,637.50	100.65 3.78%	1,258,153.58 6,772.57	0.81% 6,516.08	Aa3/A+ NA	1.87 1.70
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.91 3.75%	989,111.82 3,412.50	0.64% 28,661.82	A1/AA AA-	1.89 1.81
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,000,000.00	06/20/2024 4.89%	989,900.00 989,900.00	101.15 3.93%	1,011,534.73 1,390.28	0.65% 21,634.73	A1/A+ A+	1.97 1.87
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	1,000,000.00	09/25/2024 3.91%	999,820.00 999,820.00	99.98 3.91%	999,842.54 19,500.00	0.64% 22.54	Aa1/AA+ AAA	2.00 1.91
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	1,250,000.00	07/30/2024 4.60%	1,189,300.00 1,189,300.00	98.04 3.96%	1,225,543.93 17,003.47	0.79% 36,243.93	A2/A+ A	2.04 1.93
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.63 3.89%	711,439.12 7,595.00	0.46% 11,649.12	A1/A A+	2.27 2.12
64952WCX9	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	1,000,000.00	08/26/2025 4.04%	976,720.00 976,720.00	97.85 4.00%	978,476.02 6,750.00	0.63% 1,756.02	Aa1/AA+ AAA	2.28 2.16
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	1,500,000.00	06/17/2025 4.40%	1,512,345.00 1,512,345.00	101.47 4.08%	1,522,115.61 10,687.50	0.98% 9,770.61	A2/NA A	2.36 2.12
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	1,340,000.00	03/20/2025 4.49%	1,338,405.40 1,338,405.40	100.99 4.03%	1,353,276.13 662.56	0.87% 14,870.73	Aa3/AA+ AA+	2.49 2.34
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	750,000.00	06/22/2023 4.79%	715,005.00 715,005.00	99.43 3.93%	745,735.40 11,562.50	0.48% 30,730.40	A1/A NA	2.59 2.40
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	1,500,000.00	05/22/2023 4.64%	1,484,025.00 1,484,025.00	101.13 3.94%	1,516,906.07 24,933.33	0.98% 32,881.07	Aa2/A+ AA-	2.62 2.27
90331HPS6	US BANK NA 4.73 05/15/2028	1,330,000.00	05/12/2025 4.88%	1,330,000.00 1,330,000.00	100.89 4.49%	1,341,778.61 23,765.62	0.86% 11,778.61	A2/A+ A+	2.62 1.52
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	100.99 3.96%	575,668.80 7,645.13	0.37% 5,674.50	A2/A A	2.71 2.43
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	1,000,000.00	06/04/2025 4.32%	985,120.00 985,120.00	99.58 3.96%	995,839.82 8,022.22	0.64% 10,719.82	A1/A NA	2.79 2.60

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
66815L2X6	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	1,000,000.00	08/25/2025 4.03%	1,002,660.00 1,002,660.00	100.40 3.98%	1,003,967.34 4,125.00	0.65% 1,307.34	Aa1/AA+ AAA	2.90 2.70
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	1,000,000.00	07/24/2025 4.23%	983,400.00 983,400.00	99.03 4.00%	990,321.95 3,041.67	0.64% 6,921.95	A1/A NA	2.92 2.73
437076DH2	HOME DEPOT INC 3.75 09/15/2028	570,000.00	09/08/2025 3.77%	569,629.50 569,629.50	99.64 3.88%	567,942.57 950.00	0.37% (1,686.93)	A2/A A	2.96 2.77
713448GL6	PEPSICO INC 4.1 01/15/2029	1,000,000.00	07/24/2025 4.19%	997,190.00 997,190.00	100.35 3.98%	1,003,533.26 7,744.44	0.65% 6,343.26	A1/A+ NA	3.29 2.96
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	1,500,000.00	01/24/2025 4.96%	1,501,860.00 1,501,860.00	101.95 4.32%	1,529,205.09 13,344.00	0.98% 27,345.09	A2/A- AA-	3.33 2.16
Total Corporate		**37,915,000.00**	**4.65%**	**37,489,370.35** **37,489,370.35**	**100.42** **3.98%**	**38,067,707.06** **359,976.86**	**24.49%** **578,336.71**		**1.88** **1.66**
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	1,281,929.04	-- 4.00%	1,281,929.04 1,281,929.04	1.00 4.00%	1,281,929.04 0.00	0.82% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,281,929.04**	**4.00%**	**1,281,929.04** **1,281,929.04**	**1.00** **4.00%**	**1,281,929.04** **0.00**	**0.82%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	1,335,000.00	04/29/2025 3.70%	1,332,036.30 1,332,036.30	99.91 3.66%	1,333,852.54 19,491.93	0.86% 1,816.24	Aaa/AAA NA	2.60 2.42
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	500,000.00	07/24/2023 4.26%	483,115.00 483,115.00	99.52 3.68%	497,595.55 3,840.28	0.32% 14,480.55	Aaa/AAA NA	2.78 2.61
Total Supranational		**1,835,000.00**	**3.86%**	**1,815,151.30** **1,815,151.30**	**99.81** **3.67%**	**1,831,448.09** **23,332.20**	**1.18%** **16,296.79**		**2.65** **2.47**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00	06/23/2022 3.02%	2,498,632.81 2,498,632.81	99.90 4.14%	2,497,588.00 31,385.87	1.61% (1,044.81)	Aa1/AA+ AA+	0.08 0.08

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00	06/23/2022 3.11%	2,431,152.34 2,431,152.34	99.79 3.95%	2,494,726.55 21,246.60	1.60% 63,574.21	Aa1/AA+ AA+	0.13 0.12
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00	09/14/2022 3.76%	2,412,792.97 2,412,792.97	99.66 3.99%	2,491,503.90 16,584.58	1.60% 78,710.93	Aa1/AA+ AA+	0.25 0.24
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00	09/14/2022 3.74%	2,377,832.03 2,377,832.03	99.23 3.83%	2,480,664.05 154.53	1.60% 102,832.02	Aa1/AA+ AA+	0.50 0.49
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00	03/20/2024 4.63%	1,965,703.13 1,965,703.13	99.96 3.83%	1,999,101.56 34,631.15	1.29% 33,398.43	Aa1/AA+ AA+	0.54 0.52
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	3,000,000.00	09/13/2023 4.66%	2,767,031.25 2,767,031.25	98.12 3.73%	2,943,515.64 22,663.04	1.89% 176,484.39	Aa1/AA+ AA+	1.13 1.09
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	1,750,000.00	12/27/2023 3.96%	1,641,240.23 1,641,240.23	97.64 3.70%	1,708,710.94 7,739.47	1.10% 67,470.71	Aa1/AA+ AA+	1.25 1.21
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.02%	2,349,414.06 2,349,414.06	98.31 3.67%	2,457,812.50 171.70	1.58% 108,398.44	Aa1/AA+ AA+	1.50 1.45
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,300,000.00	12/12/2022 3.87%	1,266,687.50 1,266,687.50	99.35 3.63%	1,291,570.31 10,677.31	0.83% 24,882.81	Aa1/AA+ AA+	1.75 1.67
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	2,000,000.00	07/26/2023 4.30%	1,887,109.38 1,887,109.38	98.44 3.64%	1,968,750.00 9,266.30	1.27% 81,640.62	Aa1/AA+ AA+	1.83 1.76
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	2,500,000.00	01/24/2023 3.65%	2,445,117.19 2,445,117.19	99.07 3.63%	2,476,855.48 6,690.26	1.59% 31,738.29	Aa1/AA+ AA+	1.92 1.84
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,600,000.00	02/22/2023 4.19%	1,595,500.00 1,595,500.00	100.96 3.62%	1,615,437.50 181.32	1.04% 19,937.50	Aa1/AA+ AA+	2.00 1.90
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,400,000.00	06/07/2023 4.05%	1,298,937.50 1,298,937.50	97.22 3.62%	1,361,062.50 11,898.10	0.88% 62,125.00	Aa1/AA+ AA+	2.13 2.03
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,500,000.00	11/26/2024 4.24%	1,467,070.31 1,467,070.31	99.73 3.62%	1,496,015.63 8,845.11	0.96% 28,945.32	Aa1/AA+ AA+	2.34 2.21
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	2,750,000.00	09/27/2024 3.51%	2,684,257.81 2,684,257.81	98.02 3.63%	2,695,537.10 9,658.63	1.73% 11,279.29	Aa1/AA+ AA+	2.38 2.26
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	2,500,000.00	11/12/2024 4.34%	2,374,804.69 2,374,804.69	97.96 3.63%	2,448,925.78 9,179.69	1.58% 74,121.09	Aa1/AA+ AA+	2.88 2.72
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	3,000,000.00	09/29/2025 3.64%	2,978,203.13 2,978,203.13	99.32 3.62%	2,979,609.36 4,475.14	1.92% 1,406.23	Aa1/AA+ AA+	2.96 2.78
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	2,500,000.00	09/16/2025 3.50%	2,344,433.59 2,344,433.59	93.45 3.64%	2,336,132.80 14,385.19	1.50% (8,300.79)	Aa1/AA+ AA+	3.08 2.95
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	04/22/2024 4.72%	1,870,625.00 1,870,625.00	98.48 3.64%	1,969,531.24 23,607.34	1.27% 98,906.24	Aa1/AA+ AA+	3.13 2.91

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,250,000.00	01/30/2025 4.31%	2,244,726.56 2,244,726.56	101.90 3.65%	2,292,802.74 8,188.88	1.47% 48,076.18	Aa1/AA+ AA+	3.41 3.15
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.10%	1,991,093.75 1,991,093.75	101.11 3.69%	2,022,109.38 13,478.26	1.30% 31,015.63	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,750,000.00	12/17/2024 4.26%	2,618,730.47 2,618,730.47	97.95 3.69%	2,693,710.94 7,359.29	1.73% 74,980.47	Aa1/AA+ AA+	3.92 3.64
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,700,000.00	02/12/2025 4.49%	1,665,203.13 1,665,203.13	101.13 3.70%	1,719,125.00 28,456.52	1.11% 53,921.87	Aa1/AA+ AA+	4.08 3.68
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	3,000,000.00	03/24/2025 4.06%	2,976,679.69 2,976,679.69	100.64 3.71%	3,019,335.93 39,067.62	1.94% 42,656.24	Aa1/AA+ AA+	4.17 3.77
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	3,000,000.00	07/30/2025 3.91%	2,995,312.50 2,995,312.50	100.64 3.71%	3,019,218.75 29,378.40	1.94% 23,906.25	Aa1/AA+ AA+	4.25 3.85
Total US Treasury		**57,000,000.00**	**3.97%**	**55,148,291.02** **55,148,291.02**	**99.12** **3.72%**	**56,479,353.56** **369,370.30**	**36.33%** **1,331,062.54**		**2.25** **2.10**
Total Portfolio		**155,571,898.48**	**4.35%**	**152,638,477.12** **152,638,477.12**	**99.14** **3.83%**	**155,466,858.92** **1,069,941.11**	**100.00%** **2,828,381.80**		**2.13** **1.81**
Total Market Value + Accrued						**156,536,800.03**			

TRANSACTION LEDGER

Murrieta Consolidated | Account | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2025	31846V567	148,093.75	FIRST AMER:GVT OBLG Z	1.000	4.17%	(148,093.75)	0.00	(148,093.75)	0.00
Purchase	09/03/2025	31846V567	6,086.43	FIRST AMER:GVT OBLG Z	1.000	4.18%	(6,086.43)	0.00	(6,086.43)	0.00
Purchase	09/10/2025	31846V567	67,500.00	FIRST AMER:GVT OBLG Z	1.000	4.18%	(67,500.00)	0.00	(67,500.00)	0.00
Purchase	09/11/2025	31846V567	104,062.50	FIRST AMER:GVT OBLG Z	1.000	4.18%	(104,062.50)	0.00	(104,062.50)	0.00
Purchase	09/15/2025	31846V567	25,390.27	FIRST AMER:GVT OBLG Z	1.000	4.23%	(25,390.27)	0.00	(25,390.27)	0.00
Purchase	09/15/2025	31846V567	477,317.56	FIRST AMER:GVT OBLG Z	1.000	4.23%	(477,317.56)	0.00	(477,317.56)	0.00
Purchase	09/15/2025	437076DH2	570,000.00	HOME DEPOT INC 3.75 09/15/2028	99.935	3.77%	(569,629.50)	0.00	(569,629.50)	0.00
Purchase	09/16/2025	31846V567	15,799.08	FIRST AMER:GVT OBLG Z	1.000	4.19%	(15,799.08)	0.00	(15,799.08)	0.00
Purchase	09/17/2025	91282CDF5	2,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028	93.777	3.50%	(2,344,433.59)	(13,077.45)	(2,357,511.04)	0.00
Purchase	09/18/2025	31846V567	45,845.24	FIRST AMER:GVT OBLG Z	1.000	4.04%	(45,845.24)	0.00	(45,845.24)	0.00
Purchase	09/22/2025	31846V567	2,690.75	FIRST AMER:GVT OBLG Z	1.000	4.00%	(2,690.75)	0.00	(2,690.75)	0.00
Purchase	09/22/2025	31846V567	143,501.73	FIRST AMER:GVT OBLG Z	1.000	4.00%	(143,501.73)	0.00	(143,501.73)	0.00
Purchase	09/25/2025	31846V567	438,702.87	FIRST AMER:GVT OBLG Z	1.000	4.00%	(438,702.87)	0.00	(438,702.87)	0.00
Purchase	09/25/2025	31846V567	56,799.01	FIRST AMER:GVT OBLG Z	1.000	4.00%	(56,799.01)	0.00	(56,799.01)	0.00
Purchase	09/26/2025	31846V567	21,500.00	FIRST AMER:GVT OBLG Z	1.000	4.02%	(21,500.00)	0.00	(21,500.00)	0.00
Purchase	09/29/2025	31846V567	29,815.00	FIRST AMER:GVT OBLG Z	1.000	4.02%	(29,815.00)	0.00	(29,815.00)	0.00
Purchase	09/30/2025	31846V567	408,726.43	FIRST AMER:GVT OBLG Z	1.000	4.00%	(408,726.43)	0.00	(408,726.43)	0.00
Purchase	09/30/2025	91282CNY3	3,000,000.00	UNITED STATES TREASURY 3.375 09/15/2028	99.273	3.64%	(2,978,203.13)	(4,195.44)	(2,982,398.57)	0.00
Total Purchase			**8,061,830.62**				**(7,884,096.84)**	**(17,272.89)**	**(7,901,369.73)**	**0.00**
TOTAL ACQUISITIONS			**8,061,830.62**				**(7,884,096.84)**	**(17,272.89)**	**(7,901,369.73)**	**0.00**
DISPOSITIONS										
Maturity	09/15/2025	437076CR1	(1,000,000.00)	HOME DEPOT INC 4.0 09/15/2025	100.000	4.13%	1,000,000.00	0.00	1,000,000.00	3,620.00
Maturity	09/30/2025	9128285C0	(3,250,000.00)	UNITED STATES TREASURY 3.0 09/30/2025	100.000	2.90%	3,250,000.00	0.00	3,250,000.00	(9,882.81)
Total Maturity			**(4,250,000.00)**				**4,250,000.00**	**0.00**	**4,250,000.00**	**(6,262.81)**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	09/17/2025	31846V567	(2,357,511.04)	FIRST AMER:GVT OBLG Z	1.000	4.16%	2,357,511.04	0.00	2,357,511.04	0.00
Total Sale			**(2,357,511.04)**				**2,357,511.04**	**0.00**	**2,357,511.04**	**0.00**
TOTAL DISPOSITIONS			**(6,607,511.04)**				**6,607,511.04**	**0.00**	**6,607,511.04**	**(6,262.81)**
OTHER TRANSACTIONS										
Coupon	09/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		4.94%	4,062.50	0.00	4,062.50	0.00
Coupon	09/01/2025	3137F4X72	0.00	FHMS K-075 A2 3.65 02/25/2028		4.92%	3,543.54	0.00	3,543.54	0.00
Coupon	09/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.37%	7,353.33	0.00	7,353.33	0.00
Coupon	09/01/2025	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.35%	4,421.67	0.00	4,421.67	0.00
Coupon	09/01/2025	3137FLMV3	0.00	FHMS K-090 A2 3.422 02/25/2029		4.30%	5,703.33	0.00	5,703.33	0.00
Coupon	09/01/2025	3137BTUM1	0.00	FHMS K-061 A2 3.347 11/25/2026		4.23%	2,406.84	0.00	2,406.84	0.00
Coupon	09/01/2025	74456QBX3	0.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		4.23%	18,250.00	0.00	18,250.00	0.00
Coupon	09/01/2025	3137FBU79	0.00	FHMS K-069 A2 3.187 09/25/2027		4.13%	3,246.69	0.00	3,246.69	0.00
Coupon	09/01/2025	3137FK4M5	0.00	FHMS K-085 A2 4.06 10/25/2028		4.12%	6,766.67	0.00	6,766.67	0.00
Coupon	09/01/2025	3137H5YC5	0.00	FHMS K-748 A2 2.26 01/25/2029		4.12%	2,825.00	0.00	2,825.00	0.00
Coupon	09/01/2025	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.09%	2,463.88	0.00	2,463.88	0.00
Coupon	09/01/2025	3137F1G44	0.00	FHMS K-065 A2 3.243 04/25/2027		4.08%	2,702.50	0.00	2,702.50	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/10/2025	3130ATS57	0.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		4.02%	67,500.00	0.00	67,500.00	0.00
Coupon	09/11/2025	3130AWTQ3	0.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		4.81%	104,062.50	0.00	104,062.50	0.00
Coupon	09/15/2025	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.32%	1,551.67	0.00	1,551.67	0.00
Coupon	09/15/2025	02582JKH2	0.00	AMXCA 2024-1 A 5.23 04/16/2029		5.23%	2,789.33	0.00	2,789.33	0.00
Coupon	09/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	5,676.00	0.00	5,676.00	0.00
Coupon	09/15/2025	437918AC9	0.00	HAROT 2024-1 A3 5.21 08/15/2028		5.21%	5,427.08	0.00	5,427.08	0.00
Coupon	09/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.96%	1,384.67	0.00	1,384.67	0.00
Coupon	09/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.61%	2,958.08	0.00	2,958.08	0.00
Coupon	09/15/2025	44935XAD7	0.00	HART 2025-B A3 4.36 12/17/2029		4.36%	2,125.50	0.00	2,125.50	0.00
Coupon	09/15/2025	92970QAJ4	0.00	WFCIT 2025-1 A 4.34 05/15/2030		4.33%	4,376.17	0.00	4,376.17	0.00
Coupon	09/15/2025	02582JKP4	0.00	AMXCA 2025-2 A 4.28 04/15/2030		4.28%	4,476.17	0.00	4,476.17	0.00
Coupon	09/15/2025	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	1,921.13	0.00	1,921.13	0.00
Coupon	09/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	2,361.75	0.00	2,361.75	0.00
Coupon	09/15/2025	437076CR1	0.00	HOME DEPOT INC 4.0 09/15/2025		4.13%	20,000.00	0.00	20,000.00	0.00
Coupon	09/15/2025	47787JAC2	0.00	JDOT 2022 A3 2.32 09/15/2026		2.33%	39.39	0.00	39.39	0.00
Coupon	09/16/2025	362549AD9	0.00	GMCAR 2025-2 A3 4.28 04/16/2030		4.28%	1,319.67	0.00	1,319.67	0.00
Coupon	09/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	170.53	0.00	170.53	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/18/2025	857477CL5	0.00	STATE STREET CORP 4.993 03/18/2027		4.99%	30,207.65	0.00	30,207.65	0.00
Coupon	09/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	113.77	0.00	113.77	0.00
Coupon	09/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	400.92	0.00	400.92	0.00
Coupon	09/20/2025	36269FAD8	0.00	GMALT 2024-1 A3 5.09 03/22/2027		5.09%	1,753.29	0.00	1,753.29	0.00
Coupon	09/20/2025	89236TKJ3	0.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		4.89%	22,750.00	0.00	22,750.00	0.00
Coupon	09/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.58%	2,690.75	0.00	2,690.75	0.00
Coupon	09/20/2025	92348KDY6	0.00	VZMT 2025-3 A1A 4.51 03/20/2030		4.51%	3,946.25	0.00	3,946.25	0.00
Coupon	09/22/2025	3133EPWK7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		4.71%	45,000.00	0.00	45,000.00	0.00
Coupon	09/25/2025	05611UAD5	0.00	BMWLT 2024-1 A3 4.98 03/25/2027		5.19%	3,899.84	0.00	3,899.84	0.00
Coupon	09/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	2,590.00	0.00	2,590.00	0.00
Coupon	09/25/2025	3137BM7C4	0.00	FHMS K-051 A2 3.308 09/25/2025		3.30%	935.40	0.00	935.40	0.00
Coupon	09/25/2025	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	20.11	0.00	20.11	0.00
Coupon	09/26/2025	3133EP6K6	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		4.66%	22,500.00	0.00	22,500.00	0.00
Coupon	09/27/2025	57629TBW6	0.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		4.49%	29,815.00	0.00	29,815.00	0.00
Coupon	09/30/2025	91282CFM8	0.00	UNITED STATES TREASURY 4.125 09/30/2027		4.19%	33,000.00	0.00	33,000.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/30/2025	91282CEF4	0.00	UNITED STATES TREASURY 2.5 03/31/2027		4.02%	31,250.00	0.00	31,250.00	0.00
Coupon	09/30/2025	9128286L9	0.00	UNITED STATES TREASURY 2.25 03/31/2026		3.74%	28,125.00	0.00	28,125.00	0.00
Coupon	09/30/2025	9128285C0	0.00	UNITED STATES TREASURY 3.0 09/30/2025		2.90%	48,750.00	0.00	48,750.00	0.00
Total Coupon			**0.00**				**599,633.57**	**0.00**	**599,633.57**	**0.00**
Custody Fee	09/26/2025	CCYUSD	(1,000.00)	Cash		0.00%	(1,000.00)	0.00	(1,000.00)	0.00
Total Custody Fee			**(1,000.00)**				**(1,000.00)**	**0.00**	**(1,000.00)**	**0.00**
Dividend	09/30/2025	31846V567	0.00	FIRST AMER:GVT OBLG Z		4.03%	4,342.34	0.00	4,342.34	0.00
Total Dividend			**0.00**				**4,342.34**	**0.00**	**4,342.34**	**0.00**
Principal Paydown	09/01/2025	3137BTUM1	789.84	FHMS K-061 A2 3.347 11/25/2026		4.23%	789.84	--	789.84	28.35
Principal Paydown	09/01/2025	3137FBU79	2,060.44	FHMS K-069 A2 3.187 09/25/2027		4.13%	2,060.44	--	2,060.44	81.21
Principal Paydown	09/01/2025	3137BM7C4	339,324.18	FHMS K-051 A2 3.308 09/25/2025		3.30%	339,324.18	--	339,324.18	715.76
Principal Paydown	09/15/2025	437918AC9	7,193.81	HAROT 2024-1 A3 5.21 08/15/2028		5.21%	7,193.81	--	7,193.81	0.31
Principal Paydown	09/15/2025	47787JAC2	10,056.58	JDOT 2022 A3 2.32 09/15/2026		2.33%	10,056.58	--	10,056.58	2.22
Principal Paydown	09/16/2025	36265WAD5	14,308.88	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	14,308.88	--	14,308.88	0.10
Principal Paydown	09/18/2025	43815PAC3	15,523.82	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	15,523.82	--	15,523.82	0.93
Principal Paydown	09/20/2025	379929AD4	33,355.52	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	33,355.52	--	33,355.52	4.00
Principal Paydown	09/20/2025	36269FAD8	36,295.75	GMALT 2024-1 A3 5.09 03/22/2027		5.09%	36,295.75	--	36,295.75	4.54
Principal Paydown	09/25/2025	05611UAD5	92,868.74	BMWLT 2024-1 A3 4.98 03/25/2027		5.19%	92,868.74	--	92,868.74	493.36
Principal Paydown	09/25/2025	05602RAD3	7,517.38	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	7,517.38	--	7,517.38	0.39

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Principal Paydown			559,294.94				559,294.94	--	559,294.94	1,331.17
TOTAL OTHER TRANSACTIONS			558,294.94				1,162,270.85	0.00	1,162,270.85	1,331.17

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V567	FIRST AMER:GVT OBLG Z	1,281,929.04	1,647,609.46 1,991,830.62 (2,357,511.04) 1,281,929.04	0.00 6,086.43 0.00 6,086.43	0.00 0.00 0.00 6,086.43	6,086.43
CCYUSD	Receivable	4,342.34	135,930.18 0.00 0.00 4,342.34	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,286,271.38**	**1,783,539.64** **1,991,830.62** **(2,357,511.04)** **1,286,271.38**	**0.00** **6,086.43** **0.00** **6,086.43**	**0.00** **0.00** **0.00** **6,086.43**	**6,086.43**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	09/13/2023 09/15/2023 1,000,000.00	954,220.00 0.00 0.00 954,220.00	10,980.56 0.00 13,772.22 2,791.67	0.00 0.00 0.00 2,791.67	2,791.67
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	02/09/2024 02/13/2024 1,500,000.00	1,371,945.00 0.00 0.00 1,371,945.00	8,170.83 0.00 10,483.33 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
023135BC9	AMAZON.COM INC 3.15 08/22/2027	07/30/2024 07/30/2024 1,000,000.00	960,450.00 0.00 0.00 960,450.00	787.50 0.00 3,412.50 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
023135CN4	AMAZON.COM INC 4.6 12/01/2025	11/29/2022 12/01/2022 425,000.00	424,974.50 0.00 0.00 424,974.50	4,887.50 0.00 6,516.67 1,629.17	0.00 0.00 0.00 1,629.17	1,629.17
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	04/16/2024 04/23/2024 640,000.00	639,868.80 0.00 0.00 639,868.80	1,487.64 2,789.33 1,487.64 2,789.33	0.00 0.00 0.00 2,789.33	2,789.33

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	05/06/2025 05/13/2025 1,255,000.00	1,254,977.28 0.00 0.00 1,254,977.28	2,387.29 4,476.17 2,387.29 4,476.17	0.00 0.00 0.00 4,476.17	4,476.17
037833BY5	APPLE INC 3.25 02/23/2026	02/22/2023 02/28/2023 1,000,000.00	959,390.00 0.00 0.00 959,390.00	722.22 0.00 3,430.56 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	05/10/2022 05/18/2022 0.00	7,516.99 0.00 (7,516.99) 0.00	4.02 20.11 0.00 16.09	0.00 0.00 0.00 16.09	16.09
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	06/20/2024 06/21/2024 846,850.76	934,727.24 0.00 (92,375.38) 842,351.87	779.97 3,899.84 702.89 3,822.76	0.00 0.00 0.00 3,822.76	3,822.76
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	01/24/2025 01/27/2025 1,500,000.00	1,501,860.00 0.00 0.00 1,501,860.00	7,089.00 0.00 13,344.00 6,255.00	0.00 0.00 0.00 6,255.00	6,255.00
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	09/13/2023 09/15/2023 1,000,000.00	998,810.00 0.00 0.00 998,810.00	1,995.50 0.00 6,600.50 4,605.00	0.00 0.00 0.00 4,605.00	4,605.00
09290DAH4	BLACKROCK INC 4.6 07/26/2027	07/18/2024 07/26/2024 750,000.00	750,645.00 0.00 0.00 750,645.00	3,354.17 0.00 6,229.17 2,875.00	0.00 0.00 0.00 2,875.00	2,875.00
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 600,000.00	599,908.86 0.00 0.00 599,908.86	518.00 2,590.00 518.00 2,590.00	0.00 0.00 0.00 2,590.00	2,590.00
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,320,000.00	1,319,634.10 0.00 0.00 1,319,634.10	3,027.20 5,676.00 3,027.20 5,676.00	0.00 0.00 0.00 5,676.00	5,676.00

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	02/29/2024 03/04/2024 1,500,000.00	1,500,810.00 0.00 0.00 1,500,810.00	1,000.00 0.00 7,000.00 6,000.00	0.00 0.00 0.00 6,000.00	6,000.00
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	01/10/2024 01/17/2024 1,000,000.00	999,460.00 0.00 0.00 999,460.00	6,625.00 0.00 10,375.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	01/06/2025 01/09/2025 700,000.00	699,790.00 0.00 0.00 699,790.00	4,882.50 0.00 7,595.00 2,712.50	0.00 0.00 0.00 2,712.50	2,712.50
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	06/04/2025 06/05/2025 1,000,000.00	985,120.00 0.00 0.00 985,120.00	4,855.56 0.00 8,022.22 3,166.67	0.00 0.00 0.00 3,166.67	3,166.67
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/24/2025 03/25/2025 3,000,000.00	3,039,480.00 0.00 0.00 3,039,480.00	64,125.00 67,500.00 7,875.00 11,250.00	0.00 0.00 0.00 11,250.00	11,250.00
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	06/07/2023 06/09/2023 1,120,000.00	1,107,243.20 0.00 0.00 1,107,243.20	9,566.67 0.00 13,066.67 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	07/06/2023 07/10/2023 2,000,000.00	1,956,940.00 0.00 0.00 1,956,940.00	18,222.22 0.00 24,888.89 6,666.67	0.00 0.00 0.00 6,666.67	6,666.67
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/16/2023 08/17/2023 2,000,000.00	1,998,620.00 0.00 0.00 1,998,620.00	20,847.22 0.00 28,763.89 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	4,476,030.00 0.00 0.00 4,476,030.00	98,281.25 104,062.50 11,562.50 17,343.75	0.00 0.00 0.00 17,343.75	17,343.75

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	11/30/2023 12/01/2023 1,750,000.00	1,754,427.50 0.00 0.00 1,754,427.50	23,381.94 0.00 30,126.74 6,744.79	0.00 0.00 0.00 6,744.79	6,744.79
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	01/30/2024 01/31/2024 2,000,000.00	1,995,560.00 0.00 0.00 1,995,560.00	10,541.67 0.00 17,416.67 6,875.00	0.00 0.00 0.00 6,875.00	6,875.00
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	04/10/2024 04/15/2024 1,500,000.00	1,496,115.00 0.00 0.00 1,496,115.00	28,104.17 0.00 34,041.67 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	04/08/2024 04/09/2024 1,000,000.00	995,520.00 0.00 0.00 995,520.00	19,375.00 22,500.00 625.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	08/09/2023 08/14/2023 2,405,000.00	2,399,468.50 0.00 0.00 2,399,468.50	5,110.63 0.00 14,129.38 9,018.75	0.00 0.00 0.00 9,018.75	9,018.75
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	01/24/2024 01/25/2024 1,400,000.00	1,392,860.00 0.00 0.00 1,392,860.00	6,256.25 0.00 11,068.75 4,812.50	0.00 0.00 0.00 4,812.50	4,812.50
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	10/12/2023 10/16/2023 2,000,000.00	1,981,460.00 0.00 0.00 1,981,460.00	39,750.00 45,000.00 2,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	11/09/2023 11/10/2023 2,000,000.00	2,007,480.00 0.00 0.00 2,007,480.00	8,611.11 0.00 16,944.44 8,333.33	0.00 0.00 0.00 8,333.33	8,333.33
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	05/20/2024 05/21/2024 1,000,000.00	997,690.00 0.00 0.00 997,690.00	14,909.72 0.00 18,868.06 3,958.33	0.00 0.00 0.00 3,958.33	3,958.33

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	05/20/2024 05/21/2024 1,000,000.00	994,830.00 0.00 0.00 994,830.00	12,625.00 0.00 16,375.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	06/23/2022 06/28/2022 0.00	338,608.42 0.00 (338,608.42) 0.00	935.40 935.40 0.00 (0.00)	0.00 0.00 0.00 (0.00)	(0.00)
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	02/09/2023 02/14/2023 2,000,000.00	1,890,546.88 0.00 0.00 1,890,546.88	4,421.67 4,421.67 4,421.67 4,421.67	0.00 0.00 0.00 4,421.67	4,421.67
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	09/22/2022 09/27/2022 862,134.04	831,946.26 0.00 (761.49) 831,184.78	2,406.84 2,406.84 2,404.64 2,404.64	0.00 0.00 0.00 2,404.64	2,404.64
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	839,600.51 0.00 0.00 839,600.51	2,463.88 2,463.88 2,463.88 2,463.88	0.00 0.00 0.00 2,463.88	2,463.88
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	09/19/2022 09/22/2022 1,000,000.00	965,468.75 0.00 0.00 965,468.75	2,702.50 2,702.50 2,702.50 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	09/14/2023 09/19/2023 1,165,000.00	1,107,478.13 0.00 0.00 1,107,478.13	3,543.54 3,543.54 3,543.54 3,543.54	0.00 0.00 0.00 3,543.54	3,543.54
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	05/18/2023 05/23/2023 1,220,412.99	1,174,290.79 0.00 (1,979.23) 1,172,311.56	3,246.69 3,246.69 3,241.21 3,241.22	0.00 0.00 0.00 3,241.22	3,241.22
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	05/28/2024 05/31/2024 1,250,000.00	1,197,265.63 0.00 0.00 1,197,265.63	4,062.50 4,062.50 4,062.50 4,062.50	0.00 0.00 0.00 4,062.50	4,062.50

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3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	05/07/2025 05/12/2025 2,000,000.00	1,990,703.13 0.00 0.00 1,990,703.13	6,766.67 6,766.67 6,766.67 6,766.67	0.00 0.00 0.00 6,766.67	6,766.67
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	03/27/2025 03/31/2025 2,000,000.00	1,932,500.00 0.00 0.00 1,932,500.00	5,703.33 5,703.33 5,703.33 5,703.33	0.00 0.00 0.00 5,703.33	5,703.33
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	08/19/2024 08/22/2024 1,500,000.00	1,385,332.03 0.00 0.00 1,385,332.03	2,825.00 2,825.00 2,825.00 2,825.00	0.00 0.00 0.00 2,825.00	2,825.00
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 2,000,000.00	1,997,890.63 0.00 0.00 1,997,890.63	7,353.33 7,353.33 7,353.33 7,353.33	0.00 0.00 0.00 7,353.33	7,353.33
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	05/22/2023 05/24/2023 1,500,000.00	1,484,025.00 0.00 0.00 1,484,025.00	19,433.33 0.00 24,933.33 5,500.00	0.00 0.00 0.00 5,500.00	5,500.00
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	05/06/2025 05/14/2025 370,000.00	369,945.54 0.00 0.00 369,945.54	659.83 1,319.67 659.83 1,319.67	0.00 0.00 0.00 1,319.67	1,319.67
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 41,908.60	56,217.09 0.00 (14,308.78) 41,908.31	85.26 170.53 63.56 148.83	0.00 0.00 0.00 148.83	148.83
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	02/08/2024 02/15/2024 377,053.42	413,297.50 0.00 (36,291.21) 377,006.29	642.87 1,753.29 586.42 1,696.84	0.00 0.00 0.00 1,696.84	1,696.84
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/20/2025 05/29/2025 705,000.00	704,988.30 0.00 0.00 704,988.30	986.61 2,690.75 986.61 2,690.75	0.00 0.00 0.00 2,690.75	2,690.75

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379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/16/2023 56,069.71	89,414.50 0.00 (33,351.52) 56,062.98	147.01 400.92 92.17 346.09	0.00 0.00 0.00 346.09	346.09
437076CR1	HOME DEPOT INC 4.0 09/15/2025	09/14/2022 09/19/2022 0.00	996,380.00 0.00 (996,380.00) 0.00	18,444.44 20,000.00 0.00 1,555.56	0.00 0.00 0.00 1,555.56	1,555.56
437076DB5	HOME DEPOT INC 4.875 06/25/2027	06/25/2024 740,000.00	738,545.60 0.00 0.00 738,545.60	6,613.75 0.00 9,620.00 3,006.25	0.00 0.00 0.00 3,006.25	3,006.25
437076DH2	HOME DEPOT INC 3.75 09/15/2028	09/08/2025 09/15/2025 570,000.00	0.00 569,629.50 0.00 569,629.50	0.00 0.00 950.00 950.00	0.00 0.00 0.00 950.00	950.00
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	02/13/2024 02/21/2024 1,242,806.18	1,249,945.63 0.00 (7,193.50) 1,242,752.13	2,894.44 5,427.08 2,877.79 5,410.42	0.00 0.00 0.00 5,410.42	5,410.42
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 21,076.32	36,597.96 0.00 (15,522.89) 21,075.07	49.30 113.77 28.39 92.86	0.00 0.00 0.00 92.86	92.86
44935XAD7	HART 2025-B A3 4.36 12/17/2029	06/03/2025 06/11/2025 585,000.00	584,947.18 0.00 0.00 584,947.18	1,133.60 2,125.50 1,133.60 2,125.50	0.00 0.00 0.00 2,125.50	2,125.50
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 500,000.00	483,115.00 0.00 0.00 483,115.00	2,381.94 0.00 3,840.28 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	04/29/2025 05/06/2025 1,335,000.00	1,332,036.30 0.00 0.00 1,332,036.30	15,459.11 0.00 19,491.93 4,032.81	0.00 0.00 0.00 4,032.81	4,032.81

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47787JAC2	JDOT 2022 A3 2.32 09/15/2026	03/10/2022 03/16/2022 10,315.09	20,367.16 0.00 (10,054.36) 10,312.81	21.01 39.39 10.64 29.02	0.00 0.00 0.00 29.02	29.02
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 670,000.00	669,957.86 0.00 0.00 669,957.86	1,259.60 2,361.75 1,259.60 2,361.75	0.00 0.00 0.00 2,361.75	2,361.75
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	03/11/2024 03/19/2024 335,000.00	334,981.24 0.00 0.00 334,981.24	738.49 1,384.67 738.49 1,384.67	0.00 0.00 0.00 1,384.67	1,384.67
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	12/08/2023 1,575,000.00	1,576,460.00 0.00 0.00 1,576,460.00	18,555.69 0.00 25,262.56 6,706.88	0.00 0.00 0.00 6,706.88	6,706.88
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	08/22/2024 08/23/2024 1,250,000.00	1,251,637.50 0.00 0.00 1,251,637.50	2,449.65 0.00 6,772.57 4,322.92	0.00 0.00 0.00 4,322.92	4,322.92
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	03/20/2025 03/27/2025 1,340,000.00	1,338,405.40 0.00 0.00 1,338,405.40	25,508.39 29,815.00 662.56 4,969.17	0.00 0.00 0.00 4,969.17	4,969.17
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	04/04/2023 04/12/2023 750,000.00	749,482.50 0.00 0.00 749,482.50	13,218.75 0.00 16,031.25 2,812.50	0.00 0.00 0.00 2,812.50	2,812.50
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 770,000.00	769,906.14 0.00 0.00 769,906.14	1,577.64 2,958.08 1,577.64 2,958.08	0.00 0.00 0.00 2,958.08	2,958.08
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	09/17/2024 09/25/2024 545,000.00	544,908.28 0.00 0.00 544,908.28	1,024.60 1,921.13 1,024.60 1,921.13	0.00 0.00 0.00 1,921.13	1,921.13

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58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	05/17/2024 05/23/2024 350,000.00	349,959.05 0.00 0.00 349,959.05	827.56 1,551.67 827.56 1,551.67	0.00 0.00 0.00 1,551.67	1,551.67
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	06/12/2023 06/20/2023 1,000,000.00	1,000,440.00 0.00 0.00 1,000,440.00	10,650.00 0.00 15,150.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	06/17/2025 06/18/2025 1,500,000.00	1,512,345.00 0.00 0.00 1,512,345.00	4,750.00 0.00 10,687.50 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
64952WCX9	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	08/26/2025 08/27/2025 1,000,000.00	976,720.00 0.00 0.00 976,720.00	4,250.00 0.00 6,750.00 2,500.00	0.00 0.00 0.00 2,500.00	2,500.00
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	09/25/2024 10/01/2024 1,000,000.00	999,820.00 0.00 0.00 999,820.00	16,250.00 0.00 19,500.00 3,250.00	0.00 0.00 0.00 3,250.00	3,250.00
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	09/14/2022 09/16/2022 1,000,000.00	990,460.00 0.00 0.00 990,460.00	12,333.33 0.00 15,666.67 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
66815L2X6	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	08/25/2025 08/26/2025 1,000,000.00	1,002,660.00 0.00 0.00 1,002,660.00	687.50 0.00 4,125.00 3,437.50	0.00 0.00 0.00 3,437.50	3,437.50
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	1,451,925.00 0.00 0.00 1,451,925.00	4,271.46 0.00 10,373.54 6,102.08	0.00 0.00 0.00 6,102.08	6,102.08
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 510,000.00	509,862.30 0.00 0.00 509,862.30	8,059.06 0.00 10,237.19 2,178.13	0.00 0.00 0.00 2,178.13	2,178.13

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713448GL6	PEPSICO INC 4.1 01/15/2029	07/24/2025 07/25/2025 1,000,000.00	997,190.00 0.00 0.00 997,190.00	4,327.78 0.00 7,744.44 3,416.67	0.00 0.00 0.00 3,416.67	3,416.67
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	06/22/2023 06/26/2023 750,000.00	715,005.00 0.00 0.00 715,005.00	9,250.00 0.00 11,562.50 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	07/24/2025 07/25/2025 1,000,000.00	983,400.00 0.00 0.00 983,400.00	18,250.00 18,250.00 3,041.67 3,041.67	0.00 0.00 0.00 3,041.67	3,041.67
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	01/10/2024 01/19/2024 1,245,000.00	1,244,688.75 0.00 0.00 1,244,688.75	7,080.94 0.00 12,138.75 5,057.81	0.00 0.00 0.00 5,057.81	5,057.81
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 1,210,000.00	1,210,000.00 0.00 0.00 1,210,000.00	27,354.71 30,207.65 2,181.66 5,034.61	0.00 0.00 0.00 5,034.61	5,034.61
87612EBU9	TARGET CORP 4.35 06/15/2028	06/05/2025 06/10/2025 570,000.00	569,994.30 0.00 0.00 569,994.30	5,578.88 0.00 7,645.13 2,066.25	0.00 0.00 0.00 2,066.25	2,066.25
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	06/20/2024 06/21/2024 1,000,000.00	989,900.00 0.00 0.00 989,900.00	20,348.61 22,750.00 1,390.28 3,791.67	0.00 0.00 0.00 3,791.67	3,791.67
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,330,000.00	1,330,000.00 0.00 0.00 1,330,000.00	18,523.21 0.00 23,765.62 5,242.42	0.00 0.00 0.00 5,242.42	5,242.42
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	06/07/2023 06/09/2023 1,400,000.00	1,298,937.50 0.00 0.00 1,298,937.50	9,330.16 0.00 11,898.10 2,567.93	0.00 0.00 0.00 2,567.93	2,567.93

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9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	09/27/2024 09/30/2024 2,750,000.00	2,684,257.81 0.00 0.00 2,684,257.81	3,493.55 0.00 9,658.63 6,165.08	0.00 0.00 0.00 6,165.08	6,165.08
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	11/12/2024 11/15/2024 2,500,000.00	2,374,804.69 0.00 0.00 2,374,804.69	3,320.31 0.00 9,179.69 5,859.38	0.00 0.00 0.00 5,859.38	5,859.38
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	0.00	3,259,882.81 0.00 (3,259,882.81) 0.00	41,024.59 48,750.00 0.00 7,725.41	0.00 0.00 0.00 7,725.41	7,725.41
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	06/23/2022 06/24/2022 2,500,000.00	2,498,632.81 0.00 0.00 2,498,632.81	25,271.74 0.00 31,385.87 6,114.13	0.00 0.00 0.00 6,114.13	6,114.13
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	04/22/2024 04/23/2024 2,000,000.00	1,870,625.00 0.00 0.00 1,870,625.00	18,512.23 0.00 23,607.34 5,095.11	0.00 0.00 0.00 5,095.11	5,095.11
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	09/14/2022 09/15/2022 2,500,000.00	2,412,792.97 0.00 0.00 2,412,792.97	11,234.71 0.00 16,584.58 5,349.86	0.00 0.00 0.00 5,349.86	5,349.86
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	09/14/2022 09/15/2022 2,500,000.00	2,377,832.03 0.00 0.00 2,377,832.03	23,668.03 28,125.00 154.53 4,611.50	0.00 0.00 0.00 4,611.50	4,611.50
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	06/23/2022 06/24/2022 2,500,000.00	2,431,152.34 0.00 0.00 2,431,152.34	16,661.01 0.00 21,246.60 4,585.60	0.00 0.00 0.00 4,585.60	4,585.60
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/13/2023 09/14/2023 3,000,000.00	2,767,031.25 0.00 0.00 2,767,031.25	17,771.74 0.00 22,663.04 4,891.30	0.00 0.00 0.00 4,891.30	4,891.30

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912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	12/27/2023 12/28/2023 1,750,000.00	1,641,240.23 0.00 0.00 1,641,240.23	5,242.87 0.00 7,739.47 2,496.60	0.00 0.00 0.00 2,496.60	2,496.60
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	09/16/2025 09/17/2025 2,500,000.00	0.00 2,344,433.59 0.00 2,344,433.59	0.00 (13,077.45) 14,385.19 1,307.74	0.00 0.00 0.00 1,307.74	1,307.74
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	11/17/2022 11/18/2022 2,500,000.00	2,349,414.06 0.00 0.00 2,349,414.06	26,297.81 31,250.00 171.70 5,123.89	0.00 0.00 0.00 5,123.89	5,123.89
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	12/12/2022 12/13/2022 1,300,000.00	1,266,687.50 0.00 0.00 1,266,687.50	7,233.02 0.00 10,677.31 3,444.29	0.00 0.00 0.00 3,444.29	3,444.29
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	07/26/2023 07/27/2023 2,000,000.00	1,887,109.38 0.00 0.00 1,887,109.38	4,782.61 0.00 9,266.30 4,483.70	0.00 0.00 0.00 4,483.70	4,483.70
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	01/24/2023 01/25/2023 2,500,000.00	2,445,117.19 0.00 0.00 2,445,117.19	215.81 39,062.50 6,690.26 45,536.95	0.00 0.00 0.00 45,536.95	45,536.95
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	12/17/2024 12/20/2024 2,750,000.00	2,618,730.47 0.00 0.00 2,618,730.47	237.40 42,968.75 7,359.29 50,090.64	0.00 0.00 0.00 50,090.64	50,090.64
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	02/22/2023 02/28/2023 1,600,000.00	1,595,500.00 0.00 0.00 1,595,500.00	27,770.49 33,000.00 181.32 5,410.83	0.00 0.00 0.00 5,410.83	5,410.83
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	02/12/2025 02/14/2025 1,700,000.00	1,665,203.13 0.00 0.00 1,665,203.13	22,913.04 0.00 28,456.52 5,543.48	0.00 0.00 0.00 5,543.48	5,543.48

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	03/24/2025 03/25/2025 3,000,000.00	2,976,679.69 0.00 0.00 2,976,679.69	29,538.93 0.00 39,067.62 9,528.69	0.00 0.00 0.00 9,528.69	9,528.69
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	07/30/2025 07/31/2025 3,000,000.00	2,995,312.50 0.00 0.00 2,995,312.50	19,901.49 0.00 29,378.40 9,476.90	0.00 0.00 0.00 9,476.90	9,476.90
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	11/26/2024 11/27/2024 1,500,000.00	1,467,070.31 0.00 0.00 1,467,070.31	4,565.22 0.00 8,845.11 4,279.89	0.00 0.00 0.00 4,279.89	4,279.89
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	03/20/2024 03/21/2024 2,000,000.00	1,965,703.13 0.00 0.00 1,965,703.13	28,483.61 0.00 34,631.15 6,147.54	0.00 0.00 0.00 6,147.54	6,147.54
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	01/30/2025 01/31/2025 2,250,000.00	2,244,726.56 0.00 0.00 2,244,726.56	264.16 47,812.50 8,188.88 55,737.22	0.00 0.00 0.00 55,737.22	55,737.22
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	10/29/2024 10/31/2024 2,000,000.00	1,991,093.75 0.00 0.00 1,991,093.75	6,956.52 0.00 13,478.26 6,521.74	0.00 0.00 0.00 6,521.74	6,521.74
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/29/2025 09/30/2025 3,000,000.00	0.00 2,978,203.13 0.00 2,978,203.13	0.00 (4,195.44) 4,475.14 279.70	0.00 0.00 0.00 279.70	279.70
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	07/30/2024 07/31/2024 1,250,000.00	1,189,300.00 0.00 0.00 1,189,300.00	13,930.56 0.00 17,003.47 3,072.92	0.00 0.00 0.00 3,072.92	3,072.92
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	03/25/2025 03/31/2025 1,050,000.00	1,049,954.85 0.00 0.00 1,049,954.85	1,446.96 3,946.25 1,446.96 3,946.25	0.00 0.00 0.00 3,946.25	3,946.25

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	06/03/2025 06/10/2025 1,210,000.00	1,209,979.91 0.00 0.00 1,209,979.91	2,333.96 4,376.17 2,333.96 4,376.17	0.00 0.00 0.00 4,376.17	4,376.17
			150,274,166.10 **5,892,266.22** **(4,814,226.58)**	**1,168,174.53** **712,204.43** **1,069,941.11**	**0.00** **0.00** **0.00**	
Total Fixed Income		**154,285,627.10**	**151,352,205.74**	**613,971.01**	**613,971.01**	**613,971.01**
			152,057,705.74 **7,884,096.84** **(7,171,737.62)**	**1,168,174.53** **718,290.86** **1,069,941.11**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**155,571,898.48**	**152,638,477.12**	**620,057.44**	**620,057.44**	**620,057.44**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	31846V567	0.00		4,342.34		4,342.34
10/01/2025	Coupon	64952WFJ7	0.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
10/09/2025	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
10/10/2025	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
10/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
10/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
10/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
10/15/2025	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		5,402.90	5,402.90
10/15/2025	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	71,750.78		71,750.78
10/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
10/15/2025	Coupon	47787JAC2	10,315.09	JDOT 2022 A3 2.32 09/15/2026		15.72	15.72
10/15/2025	Effective Maturity	47787JAC2	10,315.09	JDOT 2022 A3 2.32 09/15/2026	8,133.10		8,133.10
10/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
10/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
10/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
10/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
10/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
10/15/2025	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
10/15/2025	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
10/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
10/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
10/16/2025	Coupon	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027		150.04	150.04
10/16/2025	Principal Paydown	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027	13,203.10		13,203.10
10/20/2025	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		1,582.20	1,582.20
10/20/2025	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	53,710.51		53,710.51
10/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
10/20/2025	Coupon	379929AD4	56,069.71	GMALT 2023-3 A3 5.38 11/20/2026		244.68	244.68
10/20/2025	Principal Paydown	379929AD4	56,069.71	GMALT 2023-3 A3 5.38 11/20/2026	32,632.94		32,632.94
10/20/2025	Coupon	43815PAC3	21,076.32	HAROT 2022-2 A3 3.73 07/20/2026		80.84	80.84

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/20/2025	Principal Paydown	43815PAC3	21,076.32	HAROT 2022-2 A3 3.73 07/20/2026	14,010.30		14,010.30
10/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
10/27/2025	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		3,526.10	3,526.10
10/27/2025	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	85,593.41		85,593.41
10/27/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
10/27/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
10/27/2025	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,404.64	2,404.64
10/27/2025	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,895.84		1,895.84
10/27/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.89	2,463.89
10/27/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
10/27/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
10/27/2025	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,241.21	3,241.21
10/27/2025	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,200.50		2,200.50
10/27/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
10/27/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
10/27/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
10/27/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
10/27/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
10/31/2025	Coupon	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
10/31/2025	Final Maturity	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00		2,500,000.00
10/31/2025	Coupon	91282CDF5	2,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028		17,187.50	17,187.50
10/31/2025	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
October 2025 Total					**2,787,472.82**	**313,283.08**	**3,100,755.90**
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
11/05/2025	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,062.45	24,062.45
11/10/2025	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
11/10/2025	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2025	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
11/17/2025	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
11/17/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
11/17/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
11/17/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
11/17/2025	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
11/17/2025	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
11/17/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
11/17/2025	Coupon	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027		109.99	109.99
11/17/2025	Principal Paydown	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027	12,481.14		12,481.14
11/17/2025	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		5,091.39	5,091.39
11/17/2025	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	69,939.19		69,939.19
11/17/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
11/17/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
11/17/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
11/17/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
11/17/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
11/17/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
11/17/2025	Coupon	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
11/17/2025	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025		28,125.00	28,125.00
11/17/2025	Final Maturity	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00		2,500,000.00
11/17/2025	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
11/17/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
11/18/2025	Coupon	43815PAC3	21,076.32	HAROT 2022-2 A3 3.73 07/20/2026		37.29	37.29
11/18/2025	Effective Maturity	43815PAC3	21,076.32	HAROT 2022-2 A3 3.73 07/20/2026	11,996.28		11,996.28
11/20/2025	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
11/20/2025	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		1,354.38	1,354.38

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/20/2025	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	50,015.00		50,015.00
11/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
11/20/2025	Coupon	379929AD4	56,069.71	GMALT 2023-3 A3 5.38 11/20/2026		98.38	98.38
11/20/2025	Effective Maturity	379929AD4	56,069.71	GMALT 2023-3 A3 5.38 11/20/2026	21,942.85		21,942.85
11/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
11/25/2025	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		3,170.88	3,170.88
11/25/2025	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	89,090.93		89,090.93
11/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
11/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
11/25/2025	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,396.57	2,396.57
11/25/2025	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,798.46		1,798.46
11/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
11/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
11/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
11/25/2025	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,235.37	3,235.37
11/25/2025	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,073.76		2,073.76
11/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
11/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
11/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
11/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
11/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
November 2025 Total					**2,759,337.60**	**453,433.43**	**3,212,771.03**
DECEMBER 2025							
12/01/2025	Coupon	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025		9,775.00	9,775.00
12/01/2025	Final Maturity	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025	425,000.00		425,000.00
12/01/2025	Coupon	91282CFY2	3,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029		58,125.00	58,125.00
12/08/2025	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
12/09/2025	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00
12/09/2025	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
12/12/2025	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
12/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
12/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
12/15/2025	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		4,787.73	4,787.73
12/15/2025	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	66,350.30		66,350.30
12/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
12/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
12/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
12/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
12/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
12/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
12/15/2025	Coupon	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028		12,741.88	12,741.88
12/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
12/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
12/16/2025	Coupon	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027		72.13	72.13
12/16/2025	Principal Paydown	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027	11,867.00		11,867.00
12/22/2025	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		1,142.23	1,142.23
12/22/2025	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	45,091.47		45,091.47
12/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
12/22/2025	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
12/22/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
12/25/2025	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		2,801.16	2,801.16
12/25/2025	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	76,333.45		76,333.45
12/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
12/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
12/25/2025	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,391.55	2,391.55
12/25/2025	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,906.82		1,906.82
12/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
12/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
12/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
12/25/2025	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,229.86	3,229.86
12/25/2025	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,213.75		2,213.75
12/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
12/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
12/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
12/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
12/26/2025	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
12/31/2025	Coupon	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025		32,812.50	32,812.50
12/31/2025	Final Maturity	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00		2,500,000.00
12/31/2025	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
12/31/2025	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
12/31/2025	Coupon	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029		58,125.00	58,125.00
December 2025 Total					**3,128,762.78**	**496,230.03**	**3,624,992.80**
JANUARY 2026							
01/07/2026	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,275.00	16,275.00
01/08/2026	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
01/12/2026	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
01/12/2026	Coupon	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028		15,000.00	15,000.00
01/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
01/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
01/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
01/15/2026	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
01/15/2026	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
01/15/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		4,499.66	4,499.66
01/15/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	65,046.02		65,046.02
01/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
01/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
01/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
01/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	25,307.14		25,307.14
01/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
01/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	20,774.00		20,774.00
01/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
01/15/2026	Coupon	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029		19,588.89	19,588.89
01/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
01/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
01/16/2026	Coupon	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027		36.14	36.14
01/16/2026	Principal Paydown	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027	11,640.84		11,640.84
01/20/2026	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		950.97	950.97
01/20/2026	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	45,956.14		45,956.14
01/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
01/20/2026	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
01/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
01/22/2026	Coupon	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		28,875.00	28,875.00
01/22/2026	Final Maturity	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00		1,400,000.00
01/26/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		2,484.37	2,484.37
01/26/2026	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	139,544.26		139,544.26
01/26/2026	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
01/26/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
01/26/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,476.36		21,476.36
01/26/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
01/26/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,386.23	2,386.23
01/26/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,809.92		1,809.92
01/26/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
01/26/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
01/26/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
01/26/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,223.98	3,223.98
01/26/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,087.57		2,087.57
01/26/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
01/26/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
01/26/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
01/26/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
01/27/2026	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
01/30/2026	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
January 2026 Total					**1,733,642.25**	**399,956.85**	**2,133,599.10**
FEBRUARY 2026							
02/02/2026	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
02/02/2026	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/09/2026	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
02/10/2026	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
02/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
02/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
02/16/2026	Coupon	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027		0.83	0.83
02/16/2026	Effective Maturity	36265WAD5	41,908.60	GMCAR 2022-3 A3 3.64 04/16/2027	272.88		272.88
02/16/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		4,217.25	4,217.25
02/16/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	64,095.24		64,095.24
02/16/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
02/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
02/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,280.06	1,280.06
02/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	20,286.72		20,286.72
02/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
02/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,847.90	1,847.90
02/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	43,917.68		43,917.68
02/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
02/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	14,243.40		14,243.40
02/17/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
02/17/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/17/2026	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
02/17/2026	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
02/17/2026	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
02/17/2026	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
02/17/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/20/2026	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		756.04	756.04
02/20/2026	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	48,523.86		48,523.86
02/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
02/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
02/23/2026	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
02/23/2026	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
02/23/2026	Final Maturity	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026	1,000,000.00		1,000,000.00
02/25/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		1,905.27	1,905.27
02/25/2026	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	110,535.83		110,535.83
02/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,497.29	2,497.29
02/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	34,042.40		34,042.40
02/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
02/25/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,381.18	2,381.18
02/25/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,815.50		1,815.50
02/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
02/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
02/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
02/25/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,218.44	3,218.44
02/25/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,094.27		2,094.27
02/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
02/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
02/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
02/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
02/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Coupon	66815L2X6	1,000,000.00	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028		20,625.00	20,625.00
02/26/2026	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
February 2026 Total					**1,339,827.78**	**528,260.70**	**1,868,088.48**
MARCH 2026							
03/02/2026	Coupon	74456QBX3	1,000,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		18,250.00	18,250.00
03/02/2026	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
03/02/2026	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
03/02/2026	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
03/10/2026	Coupon	3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		67,500.00	67,500.00
03/11/2026	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
03/16/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
03/16/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
03/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
03/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
03/16/2026	Coupon	437076DH2	570,000.00	HOME DEPOT INC 3.75 09/15/2028		10,687.50	10,687.50
03/16/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		3,938.97	3,938.97
03/16/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	62,137.17		62,137.17
03/16/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
03/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
03/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,196.21	1,196.21
03/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	14,161.97		14,161.97
03/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
03/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,693.09	1,693.09
03/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	45,682.84		45,682.84
03/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,488.70	1,488.70
03/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	23,997.25		23,997.25
03/16/2026	Coupon	91282CNY3	3,000,000.00	UNITED STATES TREASURY 3.375 09/15/2028		50,625.00	50,625.00
03/16/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/18/2026	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65
03/20/2026	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		550.22	550.22
03/20/2026	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	52,045.14		52,045.14
03/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
03/20/2026	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
03/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
03/23/2026	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
03/25/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		1,446.54	1,446.54
03/25/2026	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	111,977.56		111,977.56
03/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,350.34	2,350.34
03/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	32,153.18		32,153.18
03/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
03/25/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,376.12	2,376.12
03/25/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	2,127.48		2,127.48
03/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
03/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
03/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
03/25/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,212.88	3,212.88
03/25/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,498.63		2,498.63
03/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
03/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
03/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
03/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
03/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
03/26/2026	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
03/27/2026	Coupon	57629TBW6	1,340,000.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		29,815.00	29,815.00
03/31/2026	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
03/31/2026	Final Maturity	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00		2,500,000.00
03/31/2026	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00
March 2026 Total					**2,846,781.22**	**714,431.57**	**3,561,212.79**
APRIL 2026							
04/01/2026	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
04/09/2026	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
04/10/2026	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
04/10/2026	Final Maturity	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00		750,000.00
04/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
04/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
04/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
04/15/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		3,669.19	3,669.19
04/15/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	64,108.28		64,108.28
04/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
04/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
04/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,137.68	1,137.68
04/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	17,546.79		17,546.79
04/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
04/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,532.05	1,532.05
04/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	52,943.56		52,943.56
04/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,382.31	1,382.31
04/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	26,764.23		26,764.23
04/15/2026	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
04/15/2026	Final Maturity	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00		2,000,000.00
04/15/2026	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
04/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
04/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
04/20/2026	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		329.46	329.46
04/20/2026	Principal Paydown	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	56,427.53		56,427.53
04/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
04/27/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		981.83	981.83
04/27/2026	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	122,525.17		122,525.17
04/27/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,211.55	2,211.55
04/27/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	31,369.80		31,369.80
04/27/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
04/27/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,370.19	2,370.19
04/27/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,827.75		1,827.75
04/27/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
04/27/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
04/27/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
04/27/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,206.24	3,206.24
04/27/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,109.12		2,109.12
04/27/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
04/27/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
04/27/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
04/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
04/27/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
04/30/2026	Coupon	91282CDF5	2,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028		17,187.50	17,187.50
04/30/2026	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
April 2026 Total					**3,125,622.23**	**268,507.60**	**3,394,129.83**
MAY 2026							
05/01/2026	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/05/2026	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,196.88	24,196.88
05/08/2026	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
05/08/2026	Final Maturity	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00		1,000,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/11/2026	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
05/11/2026	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
05/15/2026	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
05/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
05/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
05/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
05/15/2026	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
05/15/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		3,390.86	3,390.86
05/15/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	61,625.95		61,625.95
05/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
05/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
05/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,065.15	1,065.15
05/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	16,917.98		16,917.98
05/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
05/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,345.43	1,345.43
05/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	45,036.16		45,036.16
05/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,263.66	1,263.66
05/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	27,140.60		27,140.60
05/15/2026	Coupon	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
05/15/2026	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
05/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
05/18/2026	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
05/18/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
05/20/2026	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
05/20/2026	Coupon	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027		90.11	90.11
05/20/2026	Effective Maturity	36269FAD8	377,053.42	GMALT 2024-1 A3 5.09 03/22/2027	21,244.34		21,244.34
05/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
05/25/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		473.35	473.35
05/25/2026	Principal Paydown	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	101,947.93		101,947.93
05/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,076.14	2,076.14
05/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	30,110.15		30,110.15
05/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
05/25/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,365.09	2,365.09
05/25/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,935.02		1,935.02
05/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
05/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
05/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
05/25/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,200.64	3,200.64
05/25/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,247.87		2,247.87
05/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
05/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
05/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
05/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
05/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
May 2026 Total					**2,308,206.01**	**417,771.39**	**2,725,977.40**
JUNE 2026							
06/01/2026	Coupon	91282CFY2	3,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029		58,125.00	58,125.00
06/08/2026	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
06/09/2026	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00
06/09/2026	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
06/12/2026	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
06/12/2026	Final Maturity	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00		2,000,000.00
06/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
06/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
06/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
06/15/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		3,123.30	3,123.30
06/15/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	60,437.72		60,437.72
06/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
06/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		995.22	995.22
06/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	15,271.36		15,271.36
06/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
06/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,186.68	1,186.68
06/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	42,484.75		42,484.75
06/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,143.34	1,143.34
06/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	33,428.68		33,428.68
06/15/2026	Coupon	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028		12,397.50	12,397.50
06/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
06/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
06/22/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
06/22/2026	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
06/22/2026	Final Maturity	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00		1,000,000.00
06/22/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
06/25/2026	Coupon	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027		50.27	50.27
06/25/2026	Effective Maturity	05611UAD5	846,850.76	BMWLT 2024-1 A3 4.98 03/25/2027	12,113.49		12,113.49
06/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,946.16	1,946.16
06/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	29,629.38		29,629.38
06/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
06/25/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,359.69	2,359.69
06/25/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,839.38		1,839.38
06/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
06/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
06/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
06/25/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,194.67	3,194.67
06/25/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,123.14		2,123.14
06/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
06/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
06/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
06/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
06/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
06/30/2026	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
06/30/2026	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
06/30/2026	Coupon	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029		58,125.00	58,125.00
June 2026 Total					**3,197,327.91**	**445,425.17**	**3,642,753.08**
JULY 2026							
07/07/2026	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,275.00	16,275.00
07/08/2026	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
07/10/2026	Coupon	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028		15,000.00	15,000.00
07/13/2026	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
07/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
07/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
07/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
07/15/2026	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
07/15/2026	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
07/15/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		2,860.90	2,860.90
07/15/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	59,127.35		59,127.35
07/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
07/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
07/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		932.10	932.10
07/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	15,626.09		15,626.09
07/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
07/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,036.92	1,036.92
07/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	39,587.84		39,587.84
07/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		995.14	995.14
07/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	31,167.43		31,167.43
07/15/2026	Coupon	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029		20,500.00	20,500.00
07/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
07/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/20/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		23,025.00	23,025.00
07/20/2026	Effective Maturity	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00		1,000,000.00
07/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
07/20/2026	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
07/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
07/27/2026	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
07/27/2026	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
07/27/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,818.26	1,818.26
07/27/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	29,073.54		29,073.54
07/27/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
07/27/2026	Principal Paydown	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026	973,456.55		973,456.55
07/27/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,354.56	2,354.56
07/27/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	1,946.22		1,946.22
07/27/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
07/27/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
07/27/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
07/27/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,189.03	3,189.03
07/27/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,261.41		2,261.41
07/27/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
07/27/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
07/27/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
07/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
07/27/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
07/30/2026	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
07/30/2026	Final Maturity	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00		2,000,000.00
07/31/2026	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
07/31/2026	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
July 2026 Total					**4,152,246.43**	**480,925.87**	**4,633,172.30**
AUGUST 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/07/2026	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
08/10/2026	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
08/10/2026	Final Maturity	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00		1,450,000.00
08/14/2026	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
08/14/2026	Final Maturity	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00		2,405,000.00
08/14/2026	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
08/17/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
08/17/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
08/17/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
08/17/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
08/17/2026	Coupon	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028		2,604.19	2,604.19
08/17/2026	Principal Paydown	437918AC9	1,242,806.18	HAROT 2024-1 A3 5.21 08/15/2028	57,433.55		57,433.55
08/17/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
08/17/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
08/17/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		867.51	867.51
08/17/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	16,080.33		16,080.33
08/17/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
08/17/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		897.37	897.37
08/17/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	37,744.64		37,744.64
08/17/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		856.96	856.96
08/17/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	32,010.11		32,010.11
08/17/2026	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
08/17/2026	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
08/17/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
08/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,690.75	2,690.75
08/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
08/24/2026	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
08/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,692.76	1,692.76
08/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	28,275.39		28,275.39

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		2,269.52	2,269.52
08/25/2026	Final Maturity	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026	1,026,543.45		1,026,543.45
08/25/2026	Coupon	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026		2,349.13	2,349.13
08/25/2026	Principal Paydown	3137BTUM1	862,134.04	FHMS K-061 A2 3.347 11/25/2026	54,963.83		54,963.83
08/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
08/25/2026	Principal Paydown	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027	105,257.48		105,257.48
08/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
08/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
08/25/2026	Coupon	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027		3,183.03	3,183.03
08/25/2026	Principal Paydown	3137FBU79	1,220,412.99	FHMS K-069 A2 3.187 09/25/2027	2,137.25		2,137.25
08/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
08/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
08/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
08/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
08/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
08/25/2026	Coupon	66815L2X6	1,000,000.00	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028		20,625.00	20,625.00
08/26/2026	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
August 2026 Total					**5,215,446.03**	**381,273.39**	**5,596,719.42**
Grand Total			**614,571,239.28**		**32,594,673.06**	**4,899,499.07**	**37,494,172.13**

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

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

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

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

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

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

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

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

California State Treasurer
Fiona Ma, CPA



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

October 14, 2025

LAIF Home
PMIA Average Monthly Yields

CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

Tran Type Definitions

Account Number:

September 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,021,589.77
Total Withdrawal:	0.00	Ending Balance:	2,021,589.77

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

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

Account Number - DDA

THIS STATEMENT COVERS 09/01/2025 THROUGH 09/30/2025

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

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	3,802,320.96
Federal Withholding YTD	.00
7-Day Simple Yield	4.07625 %
Federal Withholding	.00

Beginning Balance	120,084,262.41
Shares Purchased	5,890,190.15 +
Shares Redeemed	9,951,298.41 -
Ending Balance	116,023,154.15
Prior Month Dividends Paid to Checking	422,908.78
Dividends Earned in Current Month	398,851.11
Funds Pending Redemption	2,043,320.71-

Transaction Detail

Date	Description	Amount
9-01-2025	Beginning Balance	120,084,262.41
9-02-2025	Next Day Sweep Purchase	413,208.24
9-03-2025	Next Day Sweep Purchase	148,256.45
9-04-2025	Sweep Funds Return To DDA	1,494,744.22
9-05-2025	Sweep Funds Return To DDA	12,911.93
9-08-2025	Sweep Funds Return To DDA	1,407,286.54
9-09-2025	Sweep Funds Return To DDA	816,922.92
9-10-2025	Sweep Funds Return To DDA	614,395.23
9-11-2025	Next Day Sweep Purchase	61,448.04
9-12-2025	Next Day Sweep Purchase	27,982.26
9-15-2025	Sweep Funds Return To DDA	223,630.36
9-16-2025	Sweep Funds Return To DDA	223,854.45
9-17-2025	Sweep Funds Return To DDA	361,890.73
9-18-2025	Sweep Funds Return To DDA	1,898,527.04
9-19-2025	Next Day Sweep Purchase	21,881.15
9-22-2025	Sweep Funds Return To DDA	342,584.84
9-23-2025	Sweep Funds Return To DDA	1,656,434.03
9-24-2025	Next Day Sweep Purchase	5,098,480.21
9-25-2025	Next Day Sweep Purchase	57.09
9-26-2025	Sweep Funds Return To DDA	512,636.47
9-29-2025	Next Day Sweep Purchase	118,876.71
9-30-2025	Sweep Funds Return To DDA	385,479.65
9-30-2025	Ending Balance	116,023,154.15

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
09-01*	120,084,262.41	4.225 %	.000115765	13,901.55
09-02	120,497,470.65	4.219 %	.000115599	13,929.39
09-03	120,645,727.10	4.227 %	.000115818	13,972.95

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
09-04	119,150,982.88	4.232 %	.000115963	13,817.11
09-05	119,138,070.95	4.246 %	.000116348	13,861.48
09-06*	117,730,784.41	4.246 %	.000116348	13,697.74
09-07*	117,730,784.41	4.246 %	.000116348	13,697.74
09-08	117,730,784.41	4.241 %	.000116217	13,682.32
09-09	116,913,861.49	4.232 %	.000115949	13,556.05
09-10	116,299,466.26	4.229 %	.000115865	13,475.04
09-11	116,360,914.30	4.233 %	.000115996	13,497.40
09-12	116,388,896.56	4.245 %	.000116308	13,536.96
09-13*	116,165,266.20	4.245 %	.000116308	13,510.95
09-14*	116,165,266.20	4.245 %	.000116308	13,510.95
09-15	116,165,266.20	4.276 %	.000117176	13,611.78
09-16	115,941,411.75	4.244 %	.000116274	13,480.97
09-17	115,579,521.02	4.218 %	.000115588	13,359.61
09-18	113,680,993.98	4.114 %	.000112733	12,815.60
09-19	113,702,875.13	4.068 %	.000111460	12,673.32
09-20*	113,360,290.29	4.068 %	.000111460	12,635.14
09-21*	113,360,290.29	4.068 %	.000111460	12,635.14
09-22	113,360,290.29	4.066 %	.000111399	12,628.22
09-23	111,703,856.26	4.054 %	.000111085	12,408.62
09-24	116,802,336.47	4.063 %	.000111335	13,004.19
09-25	116,802,393.56	4.075 %	.000111648	13,040.75
09-26	116,289,757.09	4.075 %	.000111651	12,983.87
09-27*	116,289,757.09	4.075 %	.000111651	12,983.87
09-28*	116,289,757.09	4.075 %	.000111651	12,983.87
09-29	116,408,633.80	4.063 %	.000111337	12,960.59
09-30	116,023,154.15	4.089 %	.000112029	12,997.96
			TOTAL MTD	398,851.13

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

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

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

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

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

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst - Finance

SUBJECT: Treasurer's Report - Quarter 1 of Fiscal Year 2025/26

RECOMMENDATION

Receive the Fiscal Year 2025/26 Treasurer's Reports for Quarter 1 (July - September 2025).

PRIOR ACTION/VOTE

On August 19, 2025, the City Council received the Treasurer's Report for Quarter 4 of Fiscal Year 2024/25.

CITY COUNCIL GOAL

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

DISCUSSION

Pursuant to Government Code Section 53646(b) and the City of Murrieta (City) Investment Policy, the Finance Department renders a quarterly investment report to the City Council concerning the investment portfolio's earnings and performance results. The City contracts with Chandler Asset Management to manage the City's investment portfolio and to advise on all investment-related matters. The purpose of this report is to present the investment earnings for the period July 1, 2025, through September 30, 2025, for Quarter 1 of the Fiscal Year.

Total Portfolio Composition

The portfolio comprises available cash balances from over 110 separate funds. The balances are tracked in the City's financial records individually, but combined for the purpose of investing cash to maximize investment returns. The City's investment manager invests funds not needed in the near future into securities with maturities of less than five years. The City also utilizes the Local Agency Investment Fund (LAIF), an investment pool operated by the State of California and used by most cities in California to manage the City's short-term cash flow requirements. Wells Fargo's "Cash Sweep Program" is the City's third investment tool, which allows the City to earn a return on uninvested cash balances in our General Checking Account by automatically "sweeping" cash balances into a Sweep investment vehicle until such balances are otherwise

needed to satisfy obligations arising in the account. The Cash Sweep Program exclusively targets high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations. This investment vehicle complies with our Investment Policy and the California Government Code Section 53607.

Investment Portfolio Performance

As of September 30, 2025, the City's total market value (including accrued interest) of operating funds and liquidity investments totaled $156,536,800.03. The book value, or what the City actually paid for the investments, totaled $152,638,477.12. The fair market value of the City's portfolio, less accrued interest, totaled $155,466,858.92. The value of fixed-income securities may fluctuate with changes in interest rates. As interest rates go up, the market value of the securities may go down, and the reverse is true; when interest rates go down, the market value of the securities may go up. The difference between the book and fair market value is considered an unrealized gain or loss. The unrealized gain for this reporting period is $2,828,381.80. It is important to note that a loss or gain is realized when an investment is redeemed or sold before its maturity date. City's investments are retained until the maturity date. Nonetheless, the City may elect to sell an investment before its maturity and record a capital gain or loss to manage the portfolio's quality, liquidity, or yield in response to market conditions or the City's risk preferences. The portfolio's total market value (including accrued interest) increased by $1,902,136.16 from the previous quarter's end due to the decline in interest rates and higher investment income.

As of September 30, 2025, the yield to maturity on the portfolio increased to 4.35% from 4.31% on June 30, 2025, due to the proceeds from maturing securities being reinvested at higher interest rates. During the first quarter of FY 2025/26, US Treasury yields on short-term bonds declined, driven by the expectation that the Federal Reserve will cut the Fed Funds overnight rates in the near term. The 2-year US Treasury Note yield decreased to 3.57% from 3.72%, while the 5-year Treasury decreased to 3.66% from 3.80% over the reporting period. Recent economic data suggests slower growth in 2025, weaker employment, and greater market uncertainty as the effects of fiscal policy unfold. This caused continued volatility in the market during the quarter. Some components of inflation have remained sticky, as core Personal Consumption Expenditures (PCE) levels remain above the Federal Reserve's (Fed) 2% inflation target. The portfolio's market value benefited from the sector diversification and remains stable due to the high-quality assets contained within the portfolio.

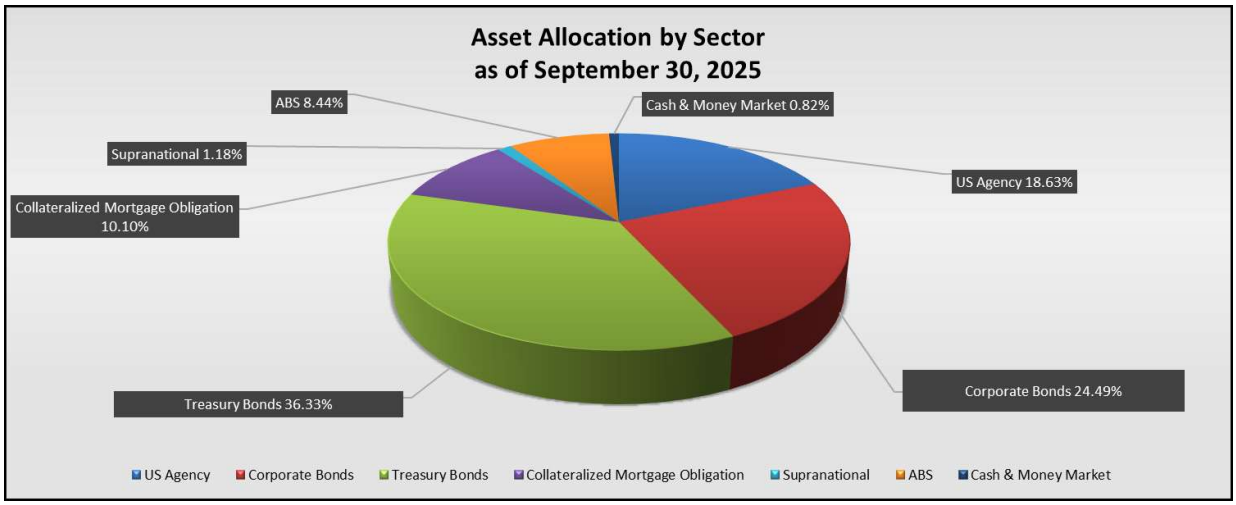
Portfolio Duration

As of September 30, 2025, the investment portfolio's average duration was 1.81 years. This duration remains within an acceptable range. The City continues to implement a disciplined, conservative approach to its portfolio in this time of financial market volatility.

Asset Allocation

The investment portfolio is allocated in compliance with California Government Code 53601. The sector allocation of the portfolio on September 30, 2025, was 18.63% in US Government Agency bonds, 24.49% in high-grade Corporate Bonds, 36.33% in U.S. Treasury bonds, 8.44% in Asset-Backed Securities (ABS), 1.18% in Supranational, 10.10% in Agency Collateralized Mortgage-Backed Securities, and 0.82% Money Market Fund. Supranational is a financial institution owned by member countries to promote international development. A Collateralized Mortgage Obligation is a mortgage-backed security that contains a pool of mortgages bundled together and sold as an investment.

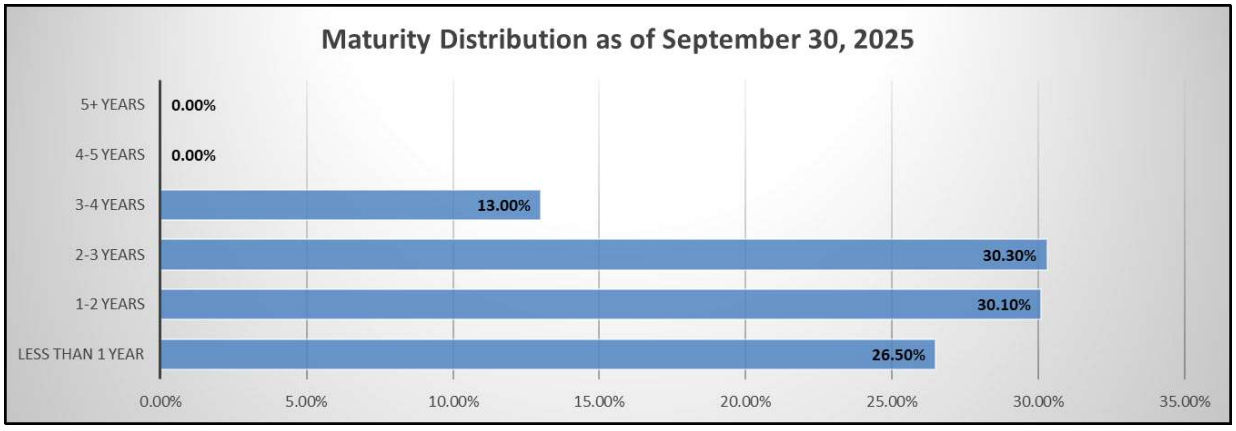
The following pie chart summarizes the asset allocation by sector.



(The chart above may not sum to 100% due to rounding.)

Maturity Distribution

As of September 30, 2025, approximately 26.5% of the portfolio will mature in less than one year, 30.1% in 1-2 years, 30.3% in 2-3 years, and 13.0% in 3-4 years. The City's overall portfolio maintains liquid funds through bank deposits, money market funds, and local government investment pools to satisfy its near-term liquidity needs.



(The chart above may not sum to 100% due to rounding.)

LAIF Balance

Funds deposited with LAIF act as the City's savings account, which allows for the regular investment of short-term cash balances. LAIF complements our investment program by maximizing the earnings on liquid balances not needed for immediate disbursement. It also allows the City's investment manager to focus on maximizing the return on its longer-term investments.

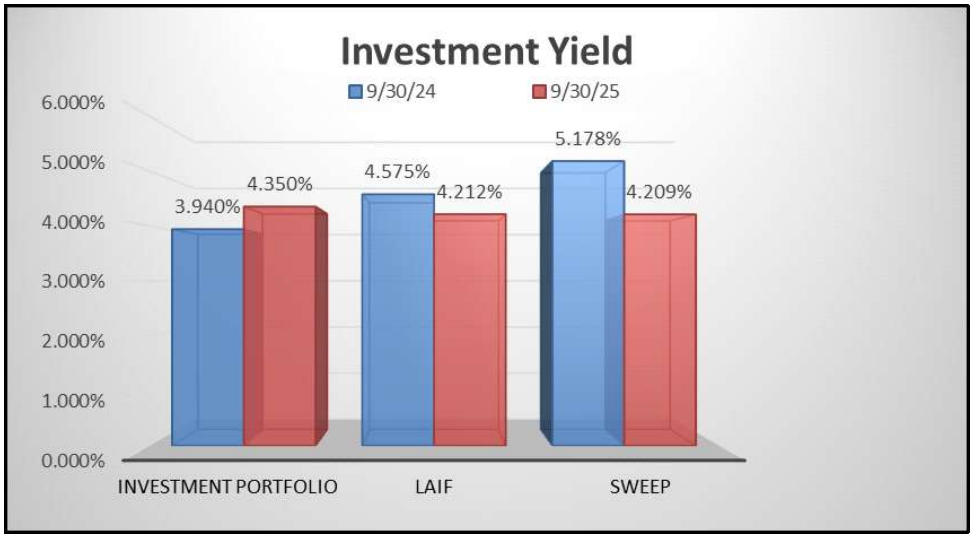
The balance in LAIF was $2,021,589.77 as of September 30, 2025. The annual yield on the LAIF portfolio was 4.212%, a decrease of 0.363% from the 4.575% earned at the end of September 2025.

Wells Fargo Cash Sweep Program

The Cash Sweep Program may include fixed, floating, or variable interest rates. The security selections for the Cash Sweep Program are based on several factors, including credit quality, yield, and maturity, while considering the fund's overall level of liquidity and weighted average maturity. The securities purchased have

been determined to present minimal credit risk. For the quarter ending September 30, 2025, the total earnings from the Cash Sweep Program were $1,270,943.80 and had an Average Daily Yield of 4.209%.

The graph below compares the investment yields for the Investment Portfolio, LAIF, and the Cash Sweep Program for the period ending September 30, 2024, to September 30, 2025.



This report presents only the results of the operating portfolio managed by Chandler Asset Management, LAIF, and the Cash Sweep Program. The City's and developer bond portfolios are available for review in the Finance Department or may be sent to the City Council upon request.

In compliance with the California Government Code Section 53646, the Treasurer of the City of Murrieta hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the subsequent six months, October 2025 through March 2026. All investments in the City's portfolio comply with state law and City's adopted Investment Policy.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. City of Murrieta Investment Report September 30, 2025
2. LAIF Regular Monthly Statement September 30, 2025
3. Wells Fargo Sweep Account Statements for July, August, and September 30, 2025
4. Portfolio Composition Chart as of September 30, 2025

CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Murrieta | As of September 30, 2025

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ECONOMIC UPDATE

ACCOUNT PROFILE

PORTFOLIO HOLDINGS

TRANSACTIONS

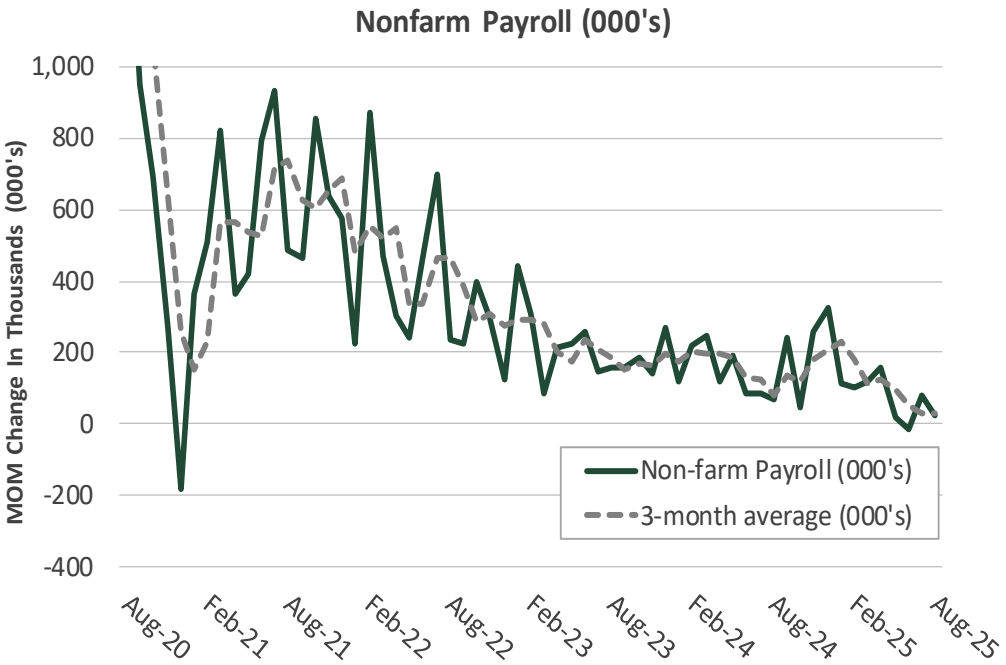
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

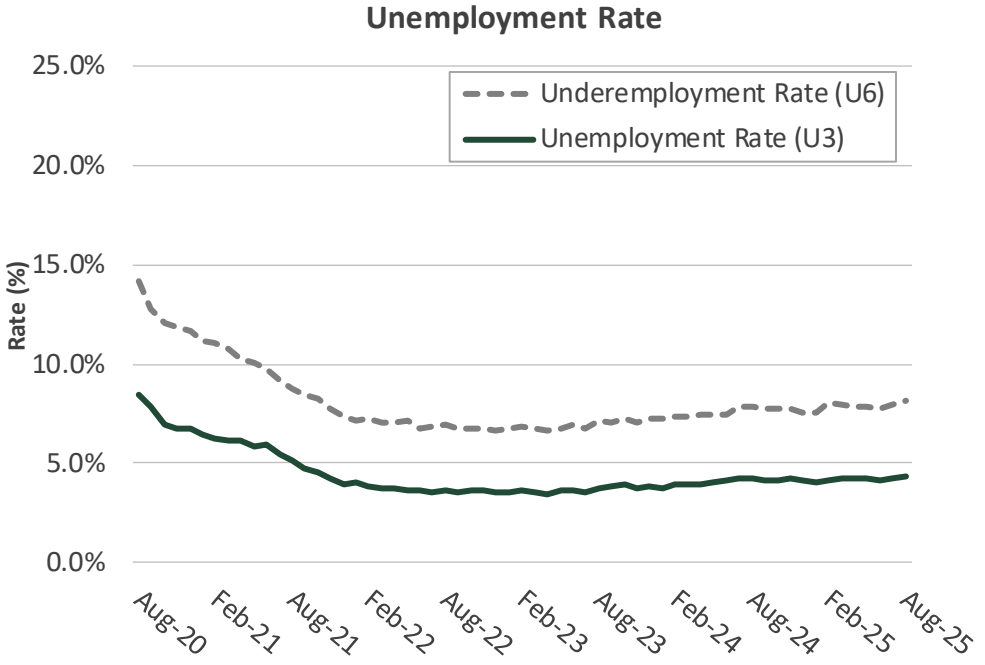
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflation pressures have eased, though core levels remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steeper yield curve.

- The Federal Reserve lowered the Federal Funds Rate a quarter percentage point to the range of 4.00 – 4.25% upon conclusion of the September Federal Open Market Committee meeting. The move was telegraphed by the Fed and in line with market expectations. Stephen Miran was the only opposing vote in the 11-1 decision as Governor Miran called for a larger 50 basis point rate cut. Chair Powell said concerns over signs of a softening labor market prompted the policy shift. Policymakers also updated their economic forecasts penciling in two additional quarter-point cuts through year-end.

- The US Treasury yield curve flattened in September, as the 2-year Treasury yield declined 13 basis points to 3.57%, the 5-year Treasury also down 13 basis points to 3.66%, and the 10-year Treasury yield declined 14 basis points to 4.12%. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was 14 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

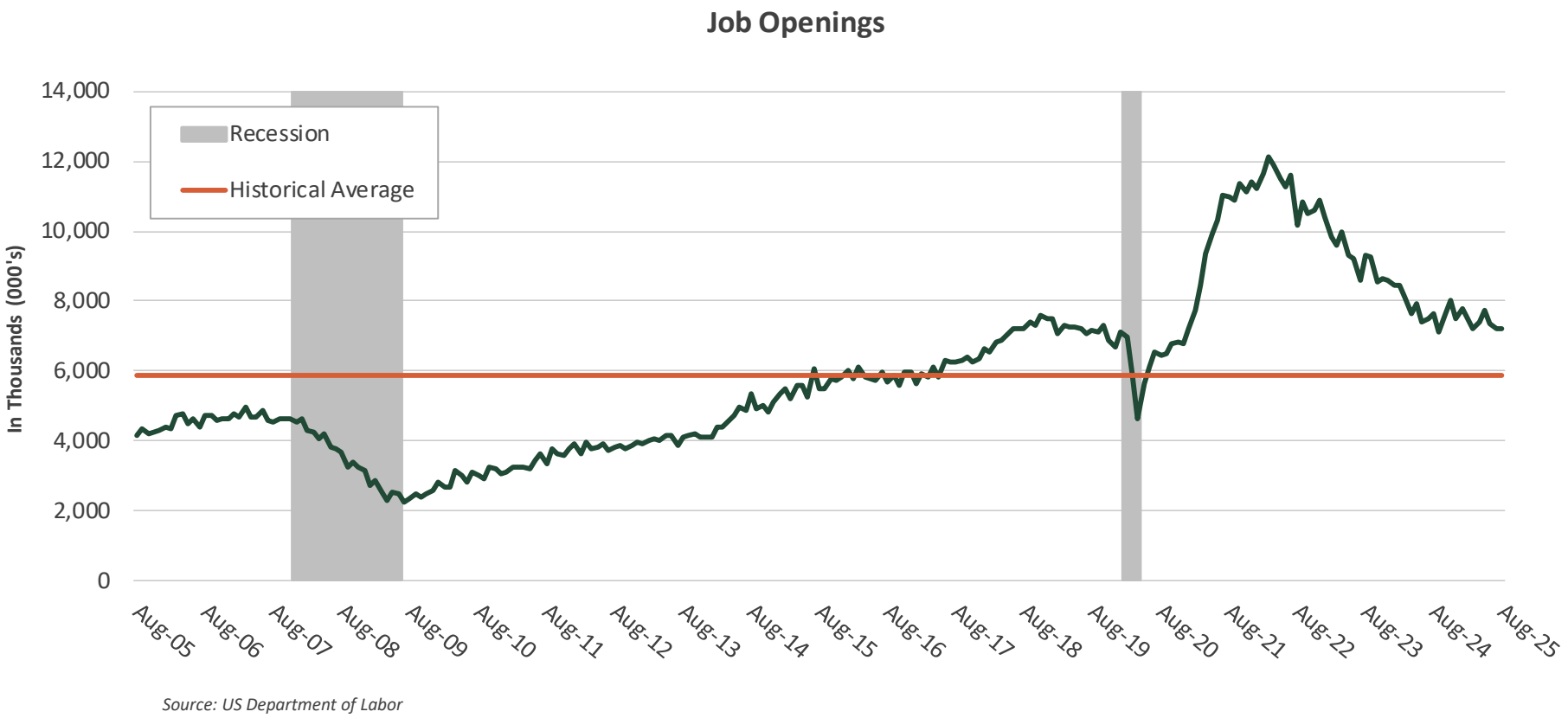


Source: US Department of Labor



Source: US Department of Labor

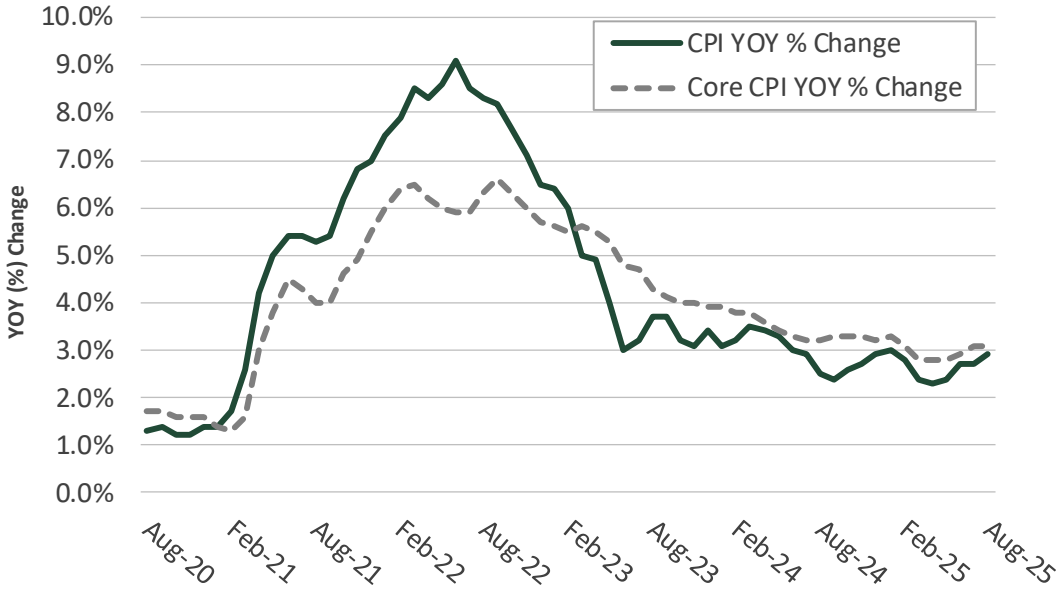
The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.



Source: US Department of Labor

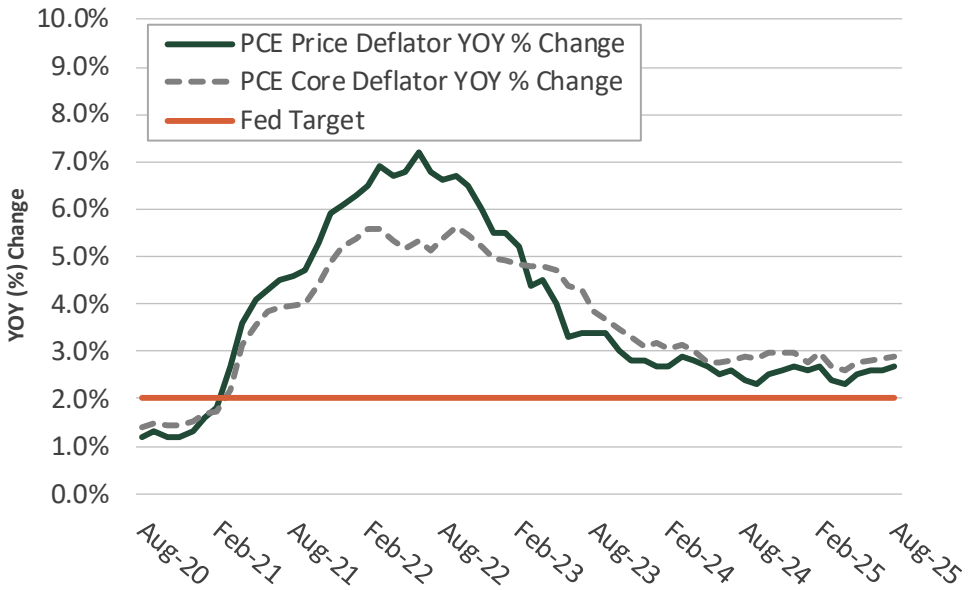
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) showed a modest increase to 7.227 million new job openings in August from 7.2 million in July. The quits rate and layoffs remained relatively stable. Job openings indicate a ratio of approximately 1 job for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



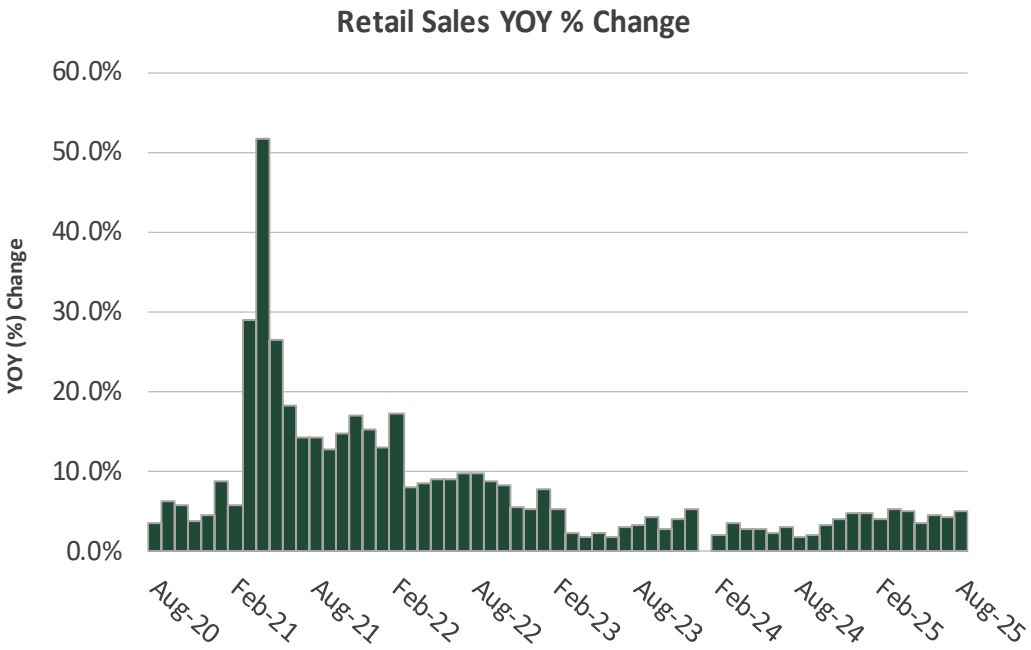
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

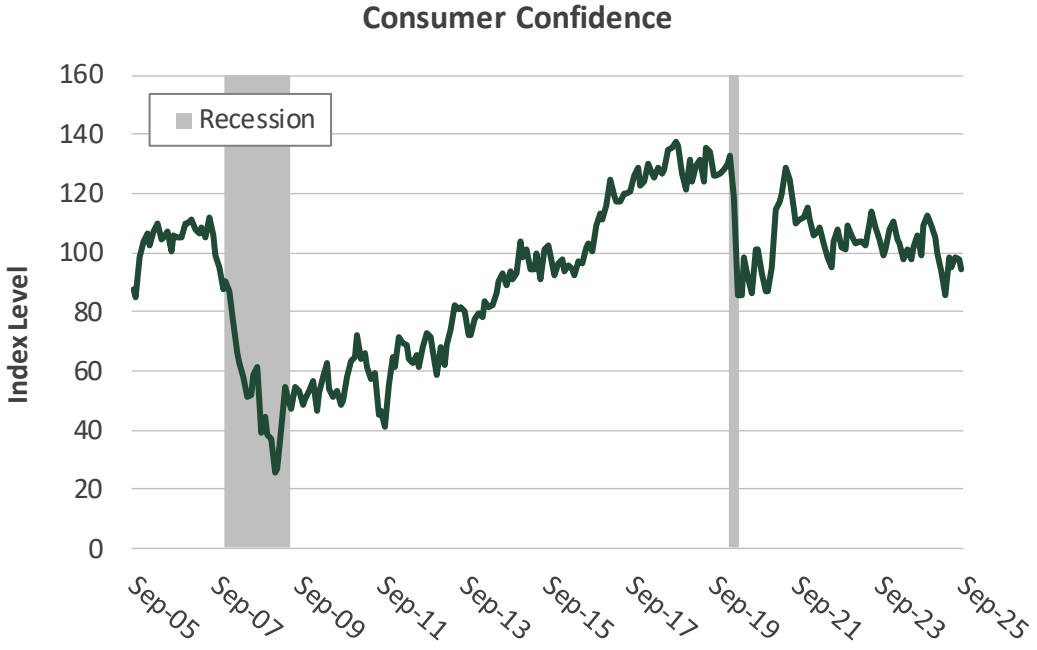


Source: US Department of Commerce

In August, the Consumer Price Index (CPI) increased more than expected at 0.4% month-over-month and 2.9% year-over-year, while the Core CPI rose 0.3% month-over-month and 3.1% year-over-year, in line with expectations. The Personal Consumption Expenditures (PCE) price index rose 0.3% month-over-month and 2.7% year-over-year in August. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, was up 0.2% from July leaving it unchanged at 2.9% on an annual basis in August.

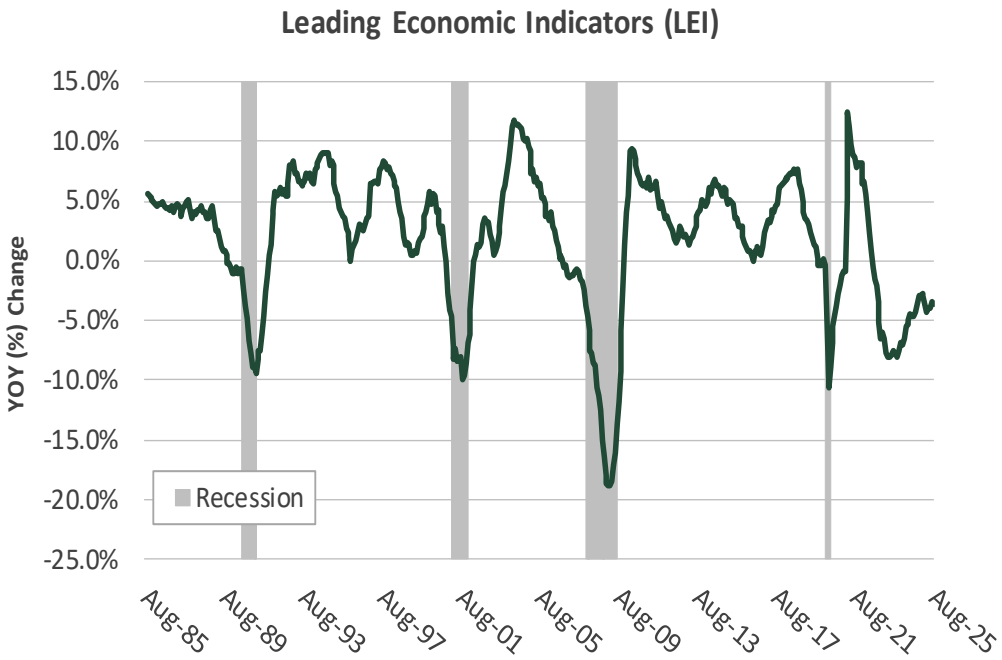


Source: US Department of Commerce

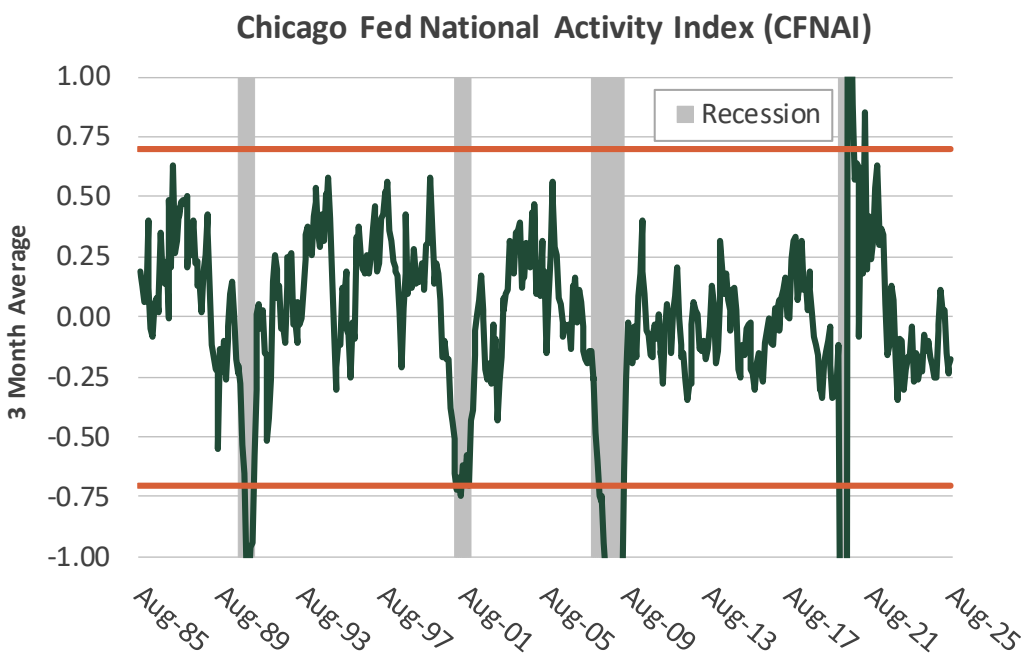


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales showed continued strength jumping 0.6% in August as July data was also revised up to 0.6% month-over-month. The increase elevated retail sales to 5.0% on an annual basis after jumping 4.1% year-over-year in July. Back-to-school shopping was a likely catalyst as online shopping, clothing, and sporting goods saw some of the largest increases. Control group sales, which feed into GDP, also jumped 0.74% in August from the prior month. The Conference Board's Consumer Confidence Index fell to 94.2 in September from a revised 97.8 in August, marking the lowest level since April 2025. Measures of current conditions and future expectations fell, signaling weaker sentiment toward employment and income. Consumers have remained resilient, but rising debt burdens, higher delinquency rates, lingering inflation worries, and emerging signs of labor market cooling could weigh on future spending.

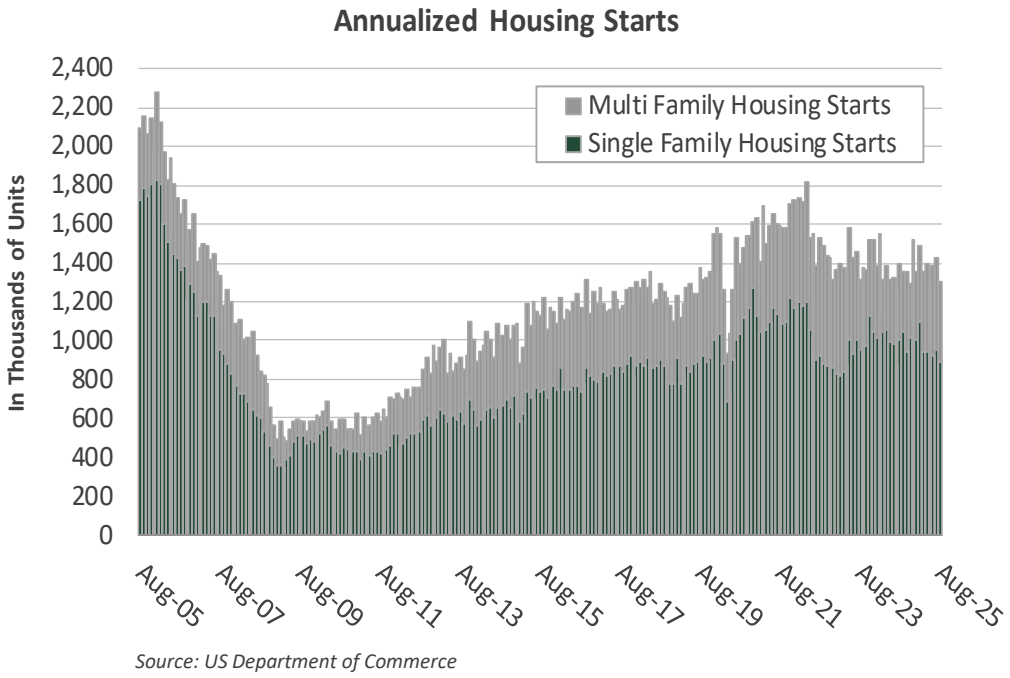


Source: The Conference Board

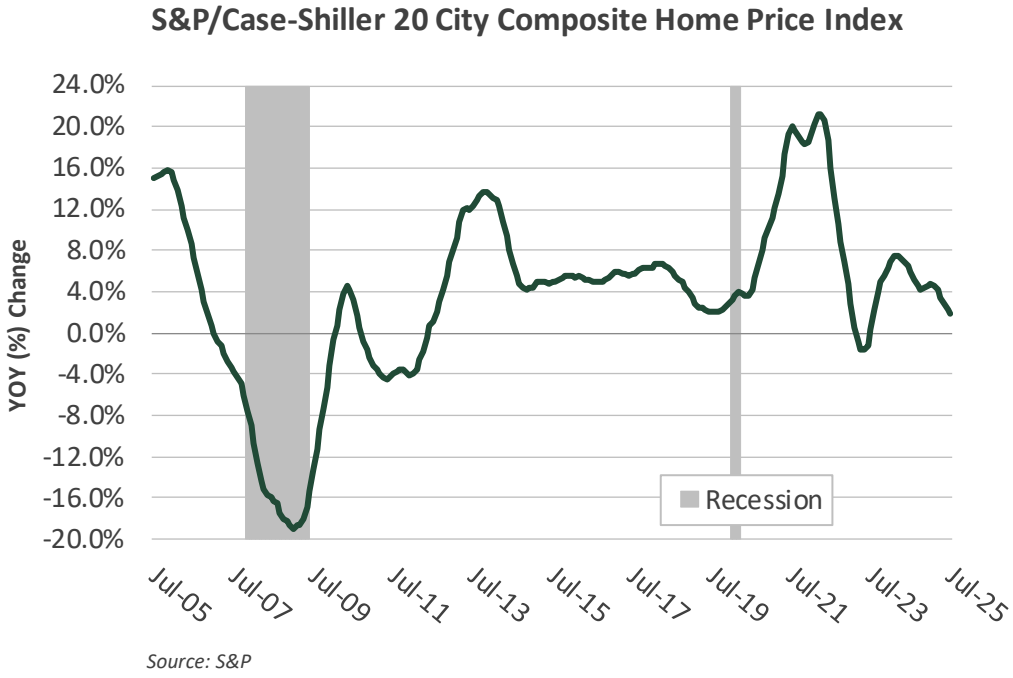


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.5% in August, following a 0.1% increase in July. The LEI decreased by 3.6% year-over-year. The Conference Board is expecting economic growth to slow in the second half of 2025 due to consumer pessimism, soft manufacturing new orders, and negative impacts from tariffs. The Chicago Fed National Activity Index (CFNAI) came in at -0.12% in August after a downwardly revised -0.28 in July, indicating that economic momentum remained below its historical trend for the fifth consecutive month. The three-month moving average shows a similar trend at -0.18 in August from -0.20 in the prior month signaling ongoing below-trend growth in national economic activity.

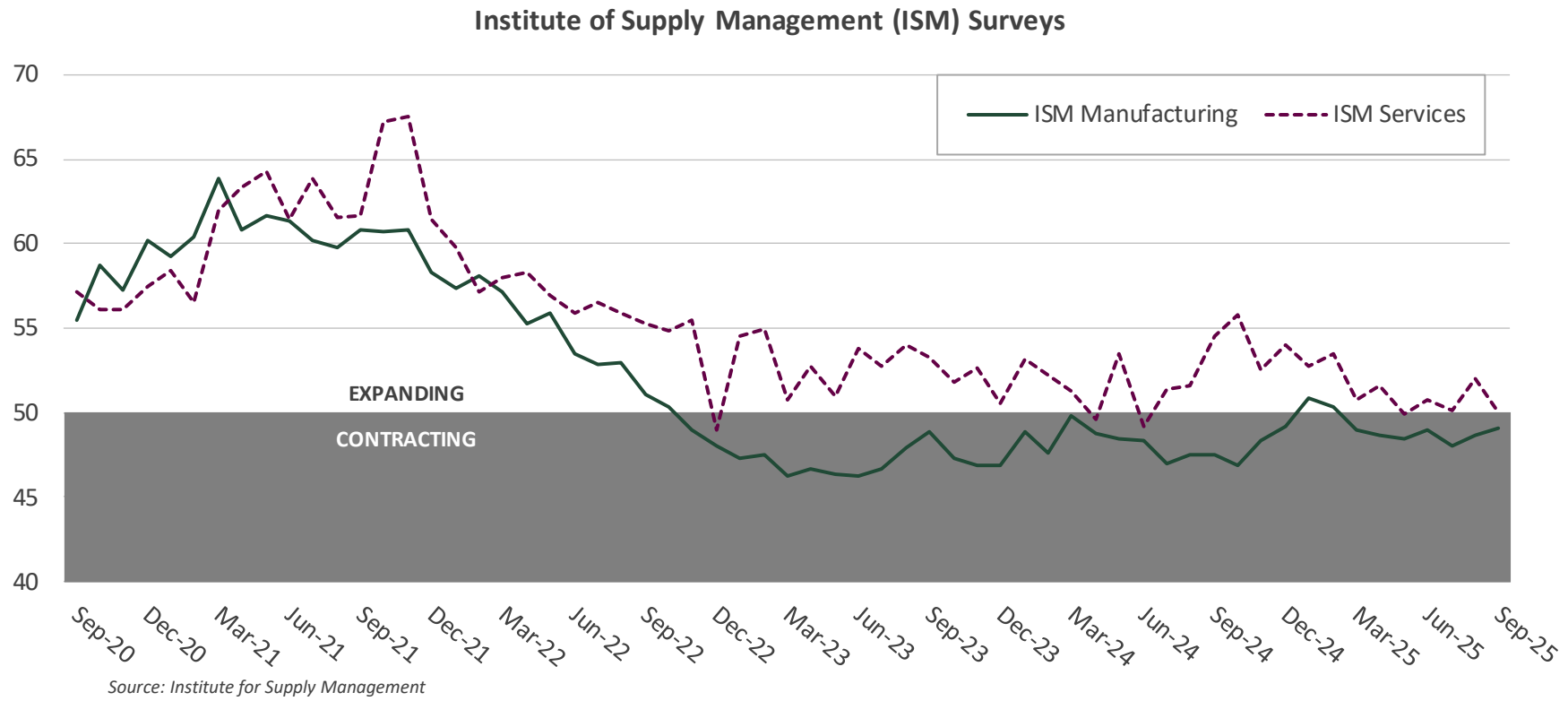


Source: US Department of Commerce



Source: S&P

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case Shiller 20-City Home Price Index recorded a 0.07% month-over-month decline in July, marking the fifth consecutive month of losses, while still posting a modest year-over-year gain of 1.8%. Persistently high asking prices and elevated mortgage rates have continued to challenge affordability, contributing to the recent cooling across the housing market. However, the Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.3% as of September.



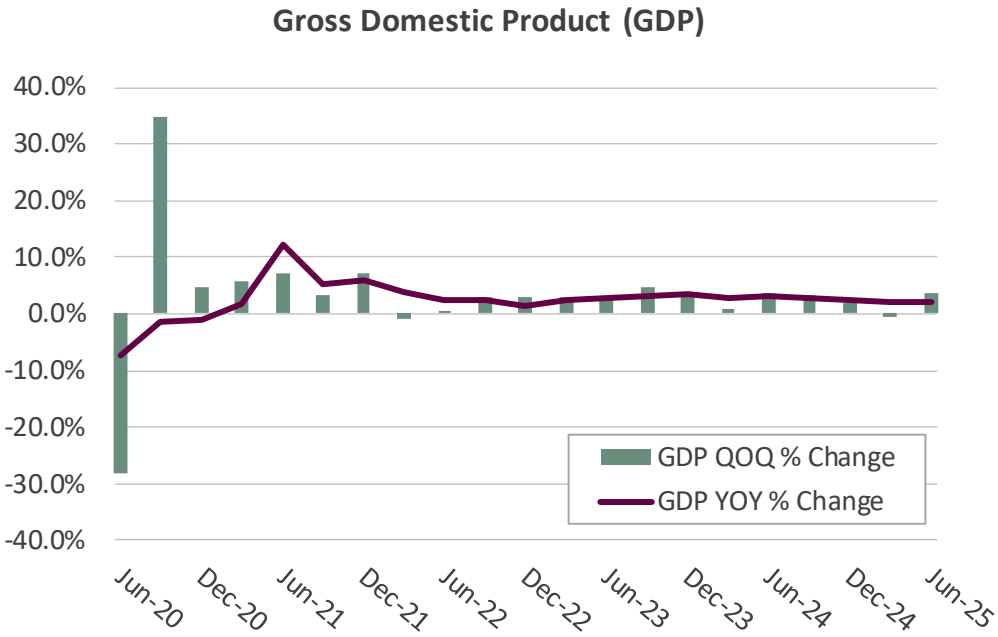
Source: Institute for Supply Management

Manufacturing activity contracted at a slightly slower rate as the Institute for Supply Management (ISM) Manufacturing Index edged up to 49.1 in September, from 48.7 in August yet remaining below the expansion threshold, signaling the seventh consecutive month of contraction in the manufacturing sector. Production growth factored into the gain, although drops in new orders and inventories offset the increase. The ISM Services Index fell to 50.0 in September from 52.0 in August, which is the breakeven point between expansion and contraction. The 2.0-point decline generally indicated moderate to weak growth, with only isolated reports of supplier delivery delays. Employment remained in contraction territory, reflecting delayed hiring plans and ongoing challenges in finding qualified workers.

GROSS DOMESTIC PRODUCT (GDP)

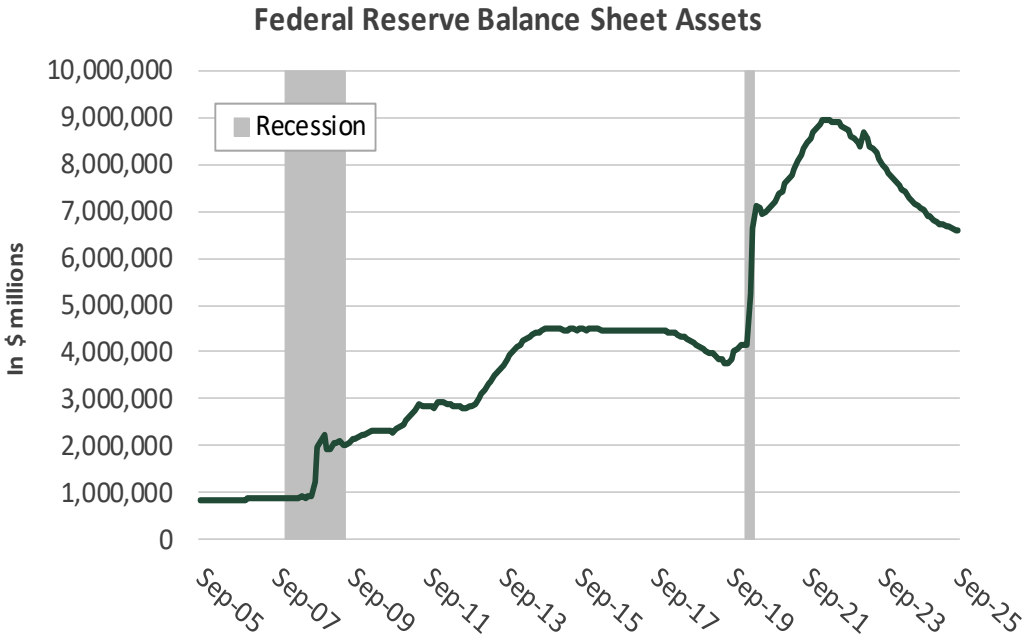
Components of GDP	9/24	12/24	3/25	6/25
Personal Consumption Expenditures	2.7%	2.6%	0.4%	1.7%
Gross Private Domestic Investment	0.2%	-1.3%	3.8%	-2.7%
Net Exports and Imports	-0.4%	-0.1%	-4.7%	4.8%
Federal Government Expenditures	0.5%	0.3%	-0.4%	-0.4%
State and Local (Consumption and Gross Investment)	0.4%	0.3%	0.2%	0.3%
Total	**3.4%**	**1.9%**	**-0.6%**	**3.8%**

Source: US Department of Commerce

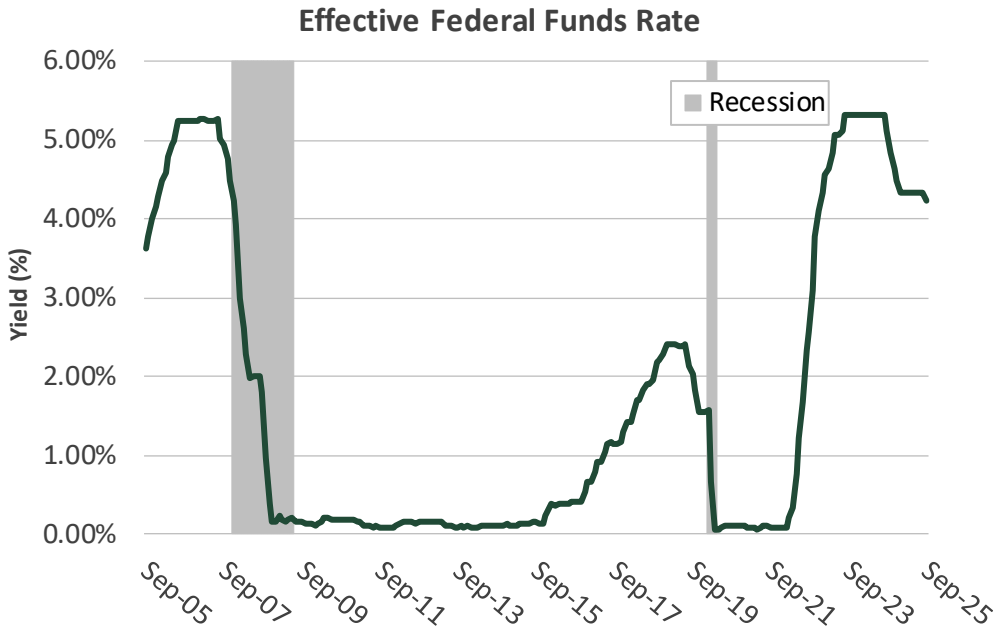


Source: US Department of Commerce

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 1.7% growth for the third quarter and 1.8% for the full year 2025.

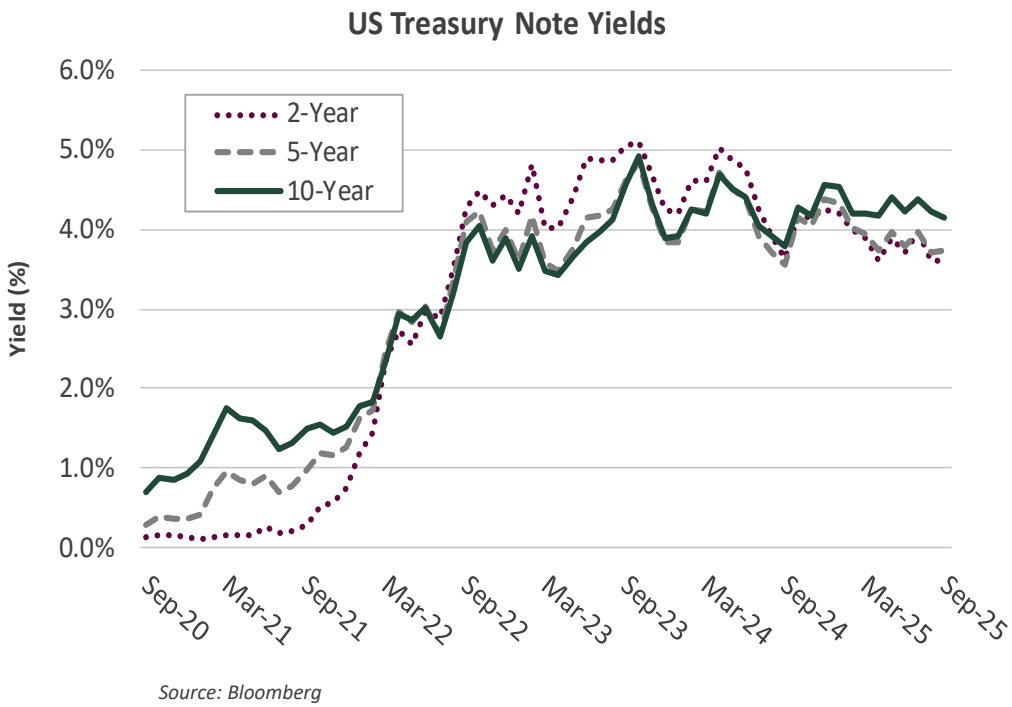


Source: Federal Reserve

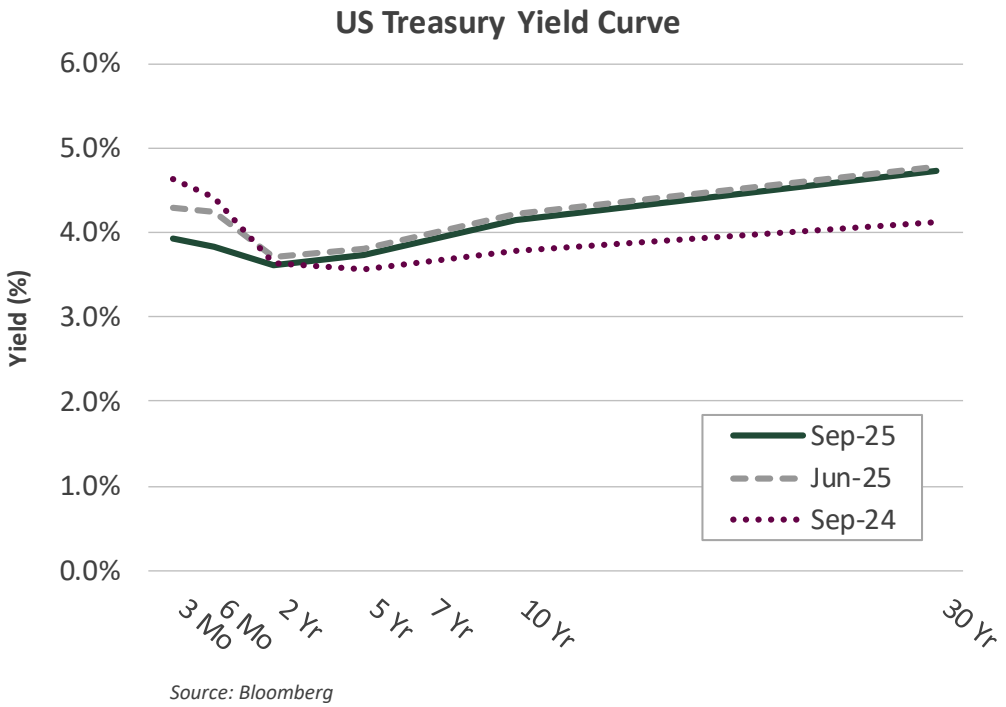


Source: Bloomberg

The Federal Reserve lowered its benchmark interest rate by a quarter point to a range of 4.00% to 4.25% at its September meeting, as officials responded to mounting signs of labor market weakness. Chair Jerome Powell said the move was aimed at cushioning the slowdown while keeping policy restrictive enough to fight lingering inflation. The Fed kept its balance-sheet runoff unchanged, maintaining a $5 billion monthly cap on Treasuries and $35 billion on agency and mortgage-backed securities. Since launching its Quantitative Tightening campaign in June 2022, the Fed has reduced its securities holdings by about $2.35 trillion, bringing the total down to roughly $6.6 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of September, the 2-year Treasury yield was 5 basis points lower, and the 10-Year Treasury yield was 40 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The City of Murrieta's investment objectives, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

STATEMENT OF COMPLIANCE

City of Murrieta | Account| As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.1	Compliant	
Max % Issuer (MV)	30.0	10.1	Compliant	
Max Maturity (Years)	5.0	4.5	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.4	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.5	Compliant	

STATEMENT OF COMPLIANCE

City of Murrieta | Account | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.6	Compliant	
Max % Issuer (MV)	30.0	11.6	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.8	Compliant	
Max % Issuer (MV)	10.0	0.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Murrieta | Account | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.2	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	36.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

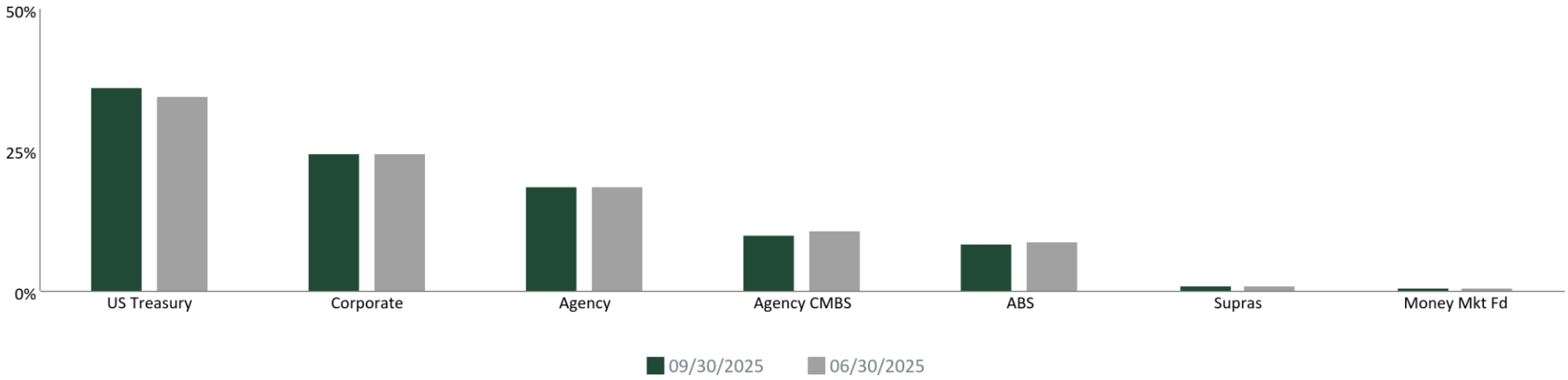
City of Murrieta | Account | As of September 30, 2025

	Benchmark*	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	1.85	2.13	2.14
Average Modified Duration	1.77	1.81	1.80
Average Purchase Yield		4.35%	4.31%
Average Market Yield	3.65%	3.83%	4.04%
Average Quality**	AA+	AA+	AA+
Total Market Value		156,536,800	154,634,664

*Benchmark: ICE BofA 1-3 Year US Treasury Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Murrieta | Account | As of September 30, 2025



Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
US Treasury	36.33%	34.69%
Corporate	24.49%	24.65%
Agency	18.63%	18.88%
Agency CMBS	10.10%	10.81%
ABS	8.44%	8.87%
Supras	1.18%	1.19%
Money Mkt Fd	0.82%	0.91%

ISSUERS

City of Murrieta | Account | As of September 30, 2025

Issuer	Investment Type	% Portfolio
United States	US Treasury	36.33%
Federal Home Loan Banks	Agency	11.61%
FHLMC	Agency CMBS	10.10%
Farm Credit System	Agency	7.02%
Massachusetts Mutual Life Insurance	Corporate	1.35%
New York Life Insurance Company	Corporate	1.27%
American Express Credit Master Trust	ABS	1.24%
International Bank for Recon and Dev	Supras	1.18%
Public Service Enterprise Group Inco	Corporate	1.12%
Deere & Company	Corporate	1.11%
JPMorgan Chase & Co.	Corporate	1.03%
Bank of Montreal	Corporate	0.98%
National Rural Utilities Cooperative	Corporate	0.98%
PepsiCo, Inc.	Corporate	0.98%
Cisco Systems, Inc.	Corporate	0.98%
Florida Power & Light	Corporate	0.98%
PACCAR Inc	Corporate	0.94%
Air Products and Chemicals, Inc.	Corporate	0.93%
Amazon.com, Inc.	Corporate	0.91%
U.S. Bancorp	Corporate	0.86%
Chase Issuance Trust	ABS	0.86%
The Home Depot, Inc.	Corporate	0.85%
U.S. Bancorp	Money Mkt Fd	0.82%
Honda Auto Receivables Owner Trust	ABS	0.82%
Royal Bank of Canada	Corporate	0.81%
Eli Lilly and Company	Corporate	0.81%
State Street Corporation	Corporate	0.79%
UnitedHealth Group Incorporated	Corporate	0.79%
WF Card Issuance Trust	ABS	0.79%
GM Financial Automobile Leasing Trus	ABS	0.74%

ISSUERS

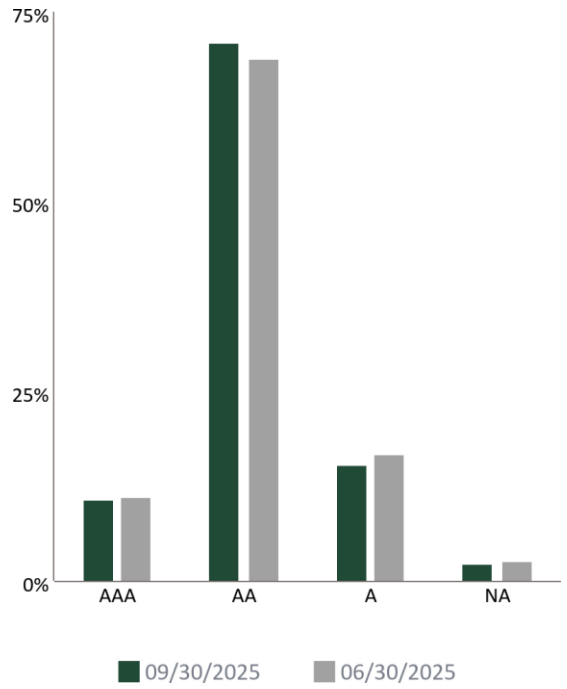
City of Murrieta | Account | As of September 30, 2025

Issuer	Investment Type	% Portfolio
Verizon Master Trust	ABS	0.68%
John Deere Owner Trust	ABS	0.66%
Bank of America Corporation	Corporate	0.65%
Toyota Motor Corporation	Corporate	0.65%
Met Tower Global Funding	Corporate	0.65%
Northwestern Mutual Global Funding	Corporate	0.65%
Northern Trust Corporation	Corporate	0.64%
Apple Inc.	Corporate	0.64%
Duke Energy Corporation	Corporate	0.64%
Chubb Limited	Corporate	0.64%
Mercedes-Benz Auto Lease Trust	ABS	0.58%
BMW Vehicle Lease Trust	ABS	0.55%
Mercedes-Benz Auto Receivables Trust	ABS	0.50%
Blackrock, Inc.	Corporate	0.49%
BMW Vehicle Owner Trust	ABS	0.39%
Hyundai Auto Receivables Trust	ABS	0.38%
Target Corporation	Corporate	0.37%
GM Financial Securitized Term	ABS	0.27%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

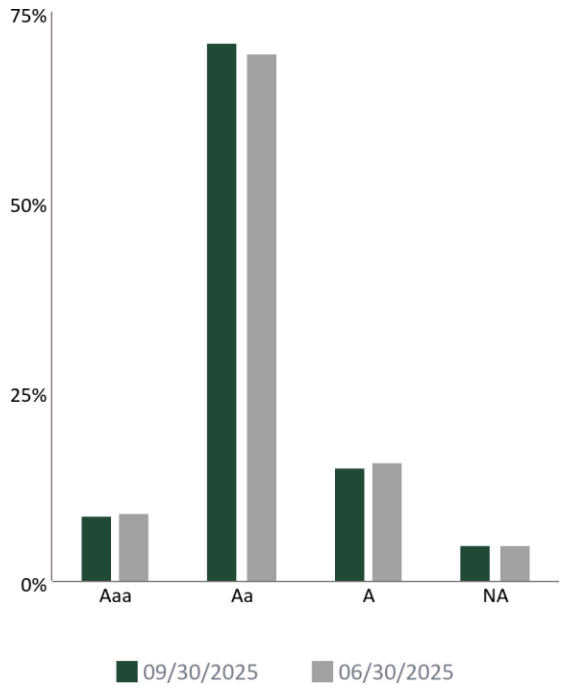
City of Murrieta | Account | As of September 30, 2025

S&P Rating



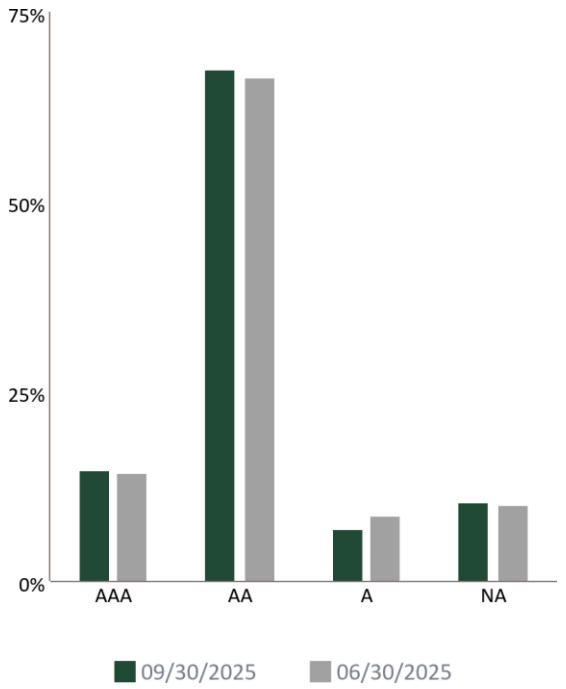
Rating	09/30/2025	06/30/2025
AAA	10.85%	11.31%
AA	71.00%	69.07%
A	15.59%	16.97%
NA	2.56%	2.65%

Moody's Rating



Rating	09/30/2025	06/30/2025
Aaa	8.79%	9.13%
Aa	71.15%	69.88%
A	15.22%	15.95%
NA	4.84%	5.04%

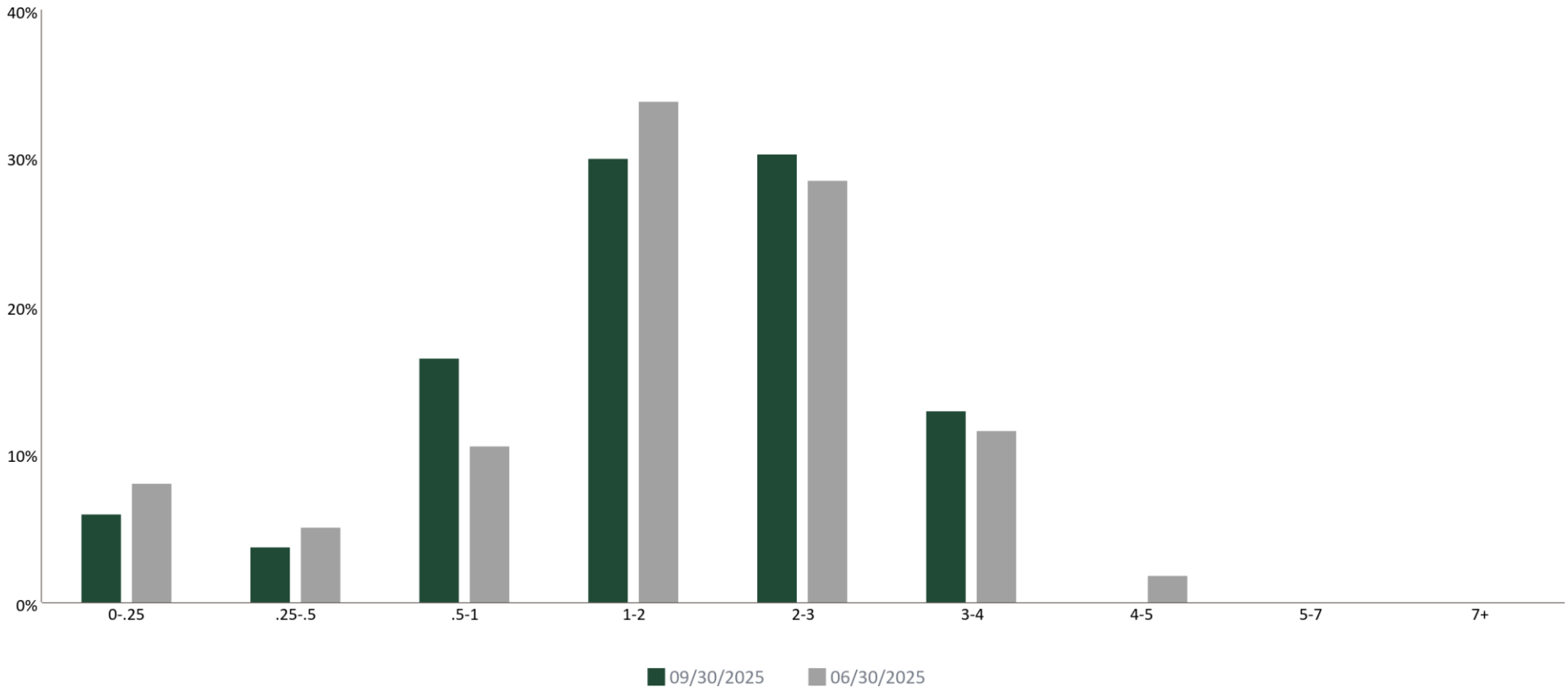
Fitch Rating



Rating	09/30/2025	06/30/2025
AAA	14.62%	14.34%
AA	67.77%	66.52%
A	6.92%	8.82%
NA	10.69%	10.31%

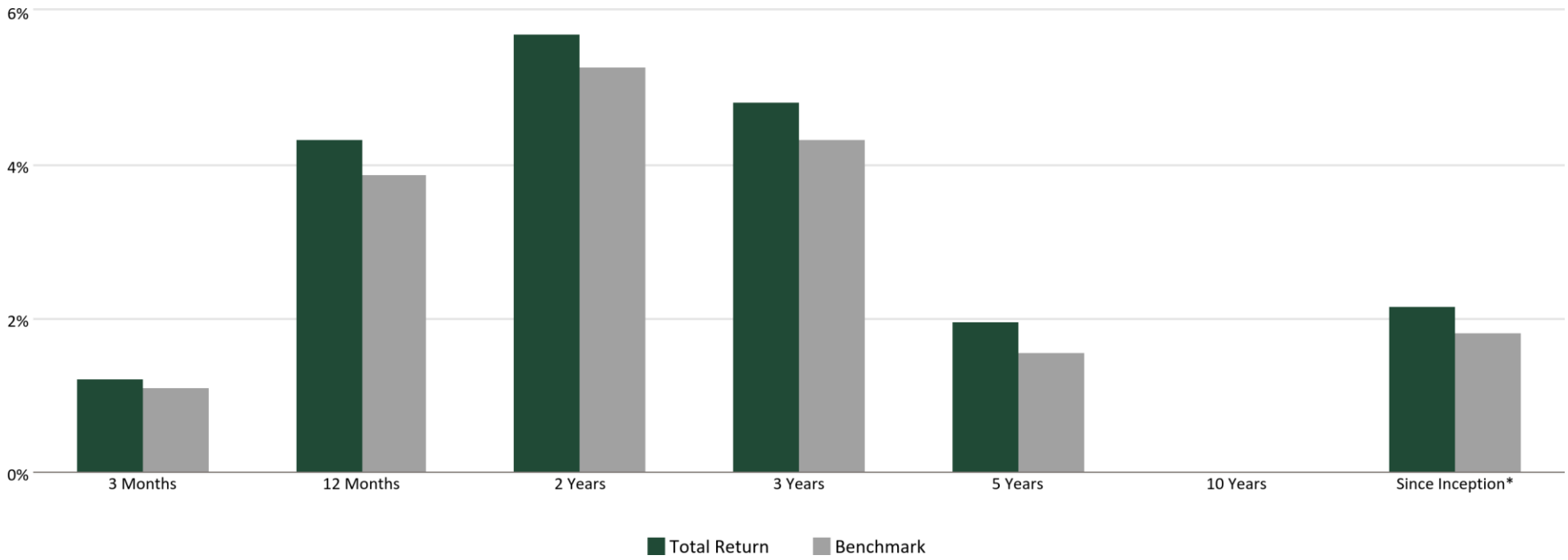
DURATION DISTRIBUTION

City of Murrieta | Account | As of September 30, 2025



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
09/30/2025	6.0%	3.9%	16.6%	30.1%	30.3%	13.0%	0.0%	0.0%	0.0%
06/30/2025	8.1%	5.1%	10.7%	33.9%	28.5%	11.7%	2.0%	0.0%	0.0%

Total Rate of Return : Inception | 02/01/2020



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
City of Murrieta	1.23%	4.34%	5.71%	4.83%	1.96%		2.19%
Benchmark	*1.12%*	*3.87%*	*5.29%*	*4.34%*	*1.57%*		*1.83%*

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.
Benchmark: ICE BofA 1-3 Year US Treasury Index

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	21,076.32	08/15/2022 3.73%	21,075.07 21,075.07	99.96 4.29%	21,068.31 28.39	0.01% (6.76)	NA/AAA AAA	0.80 0.07
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	10,315.09	03/10/2022 2.33%	10,312.81 10,312.81	99.92 4.46%	10,306.70 10.64	0.01% (6.11)	Aaa/NA AAA	0.96 0.04
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	56,069.71	08/08/2023 5.38%	56,062.98 56,062.98	100.11 4.16%	56,132.02 92.17	0.04% 69.04	NA/AAA AAA	1.14 0.09
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	377,053.42	02/08/2024 5.09%	377,006.29 377,006.29	100.32 4.17%	378,262.36 586.42	0.24% 1,256.07	NA/AAA AAA	1.47 0.33
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	846,850.76	06/20/2024 5.19%	842,351.87 842,351.87	100.35 4.04%	849,789.93 702.89	0.55% 7,438.06	Aaa/AAA NA	1.48 0.35
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	41,908.60	07/06/2022 3.64%	41,908.31 41,908.31	99.92 4.33%	41,875.78 63.56	0.03% (32.53)	Aaa/NA AAA	1.54 0.12
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.27 4.07%	354,450.32 827.56	0.23% 4,491.27	Aaa/NA AAA	2.30 0.97
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	100.24 4.03%	546,282.82 1,024.60	0.35% 1,374.54	NA/AAA AAA	2.38 0.98
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.92 3.97%	711,505.67 986.61	0.46% 6,517.37	NA/AAA AAA	2.64 1.40
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	1,242,806.18	02/13/2024 5.21%	1,242,752.13 1,242,752.13	100.95 3.99%	1,254,554.31 2,877.79	0.81% 11,802.18	Aaa/AAA NA	2.88 0.73
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.23%	1,319,634.10 1,319,634.10	101.21 3.90%	1,335,911.02 3,027.20	0.86% 16,276.92	NA/AAA AAA	2.96 0.91
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	101.09 4.09%	338,642.22 738.49	0.22% 3,660.98	Aaa/NA AAA	3.13 1.17
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	101.18 3.92%	607,072.80 518.00	0.39% 7,163.94	Aaa/AAA NA	3.41 0.89
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	102.07 3.88%	653,226.11 1,487.64	0.42% 13,357.31	NA/AAA AAA	3.54 1.45
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	101.39 3.98%	780,736.73 1,577.64	0.50% 10,830.59	NA/AAA AAA	3.54 2.05
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	100.55 4.02%	673,681.25 1,259.60	0.43% 3,723.39	Aaa/NA AAA	3.96 2.21

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
44935XAD7	HART 2025-B A3 4.36 12/17/2029	585,000.00	06/03/2025 4.36%	584,947.18 584,947.18	100.95 3.91%	590,560.95 1,133.60	0.38% 5,613.77	NA/AAA AAA	4.21 1.94
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	1,050,000.00	03/25/2025 4.51%	1,049,954.85 1,049,954.85	100.83 4.16%	1,058,722.35 1,446.96	0.68% 8,767.50	Aaa/NA AAA	4.47 1.40
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	1,255,000.00	05/06/2025 4.28%	1,254,977.28 1,254,977.28	100.96 3.92%	1,266,989.02 2,387.29	0.81% 12,011.74	NA/AAA AAA	4.54 2.36
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.76 3.86%	372,819.18 659.83	0.24% 2,873.64	Aaa/AAA NA	4.54 1.66
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	1,210,000.00	06/03/2025 4.33%	1,209,979.91 1,209,979.91	101.07 3.94%	1,222,931.75 2,333.96	0.79% 12,951.84	NA/AAA AAA	4.62 2.43
Total ABS		**13,001,080.08**	**4.74%**	**12,995,386.84** **12,995,386.84**	**100.96** **3.98%**	**13,125,521.59** **23,770.83**	**8.44%** **130,134.75**		**3.41** **1.42**
AGENCY									
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00	01/24/2024 4.40%	1,392,860.00 1,392,860.00	100.04 3.97%	1,400,525.06 11,068.75	0.90% 7,665.06	Aa1/AA+ AA+	0.31 0.30
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00	05/20/2024 4.87%	997,690.00 997,690.00	100.54 3.82%	1,005,445.04 18,868.06	0.65% 7,755.04	Aa1/AA+ AA+	0.60 0.58
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00	08/16/2023 4.78%	1,998,620.00 1,998,620.00	100.69 3.73%	2,013,856.78 28,763.89	1.30% 15,236.78	Aa1/AA+ AA+	0.70 0.67
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00	11/09/2023 4.85%	2,007,480.00 2,007,480.00	101.04 3.72%	2,020,710.02 16,944.44	1.30% 13,230.02	Aa1/AA+ AA+	0.83 0.80
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00	08/09/2023 4.58%	2,399,468.50 2,399,468.50	100.63 3.75%	2,420,250.90 14,129.38	1.56% 20,782.40	Aa1/AA+ AA+	0.87 0.84
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.80 3.76%	4,535,796.42 11,562.50	2.92% 59,766.42	Aa1/AA+ AA+	0.95 0.92
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,750,000.00	11/30/2023 4.53%	1,754,427.50 1,754,427.50	101.01 3.70%	1,767,689.16 30,126.74	1.14% 13,261.66	Aa1/AA+ AA+	1.13 1.07
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	2,000,000.00	01/30/2024 4.21%	1,995,560.00 1,995,560.00	100.64 3.60%	2,012,896.72 17,416.67	1.29% 17,336.72	Aa1/AA+ AA+	1.29 1.24
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	04/08/2024 4.66%	995,520.00 995,520.00	101.18 3.68%	1,011,752.13 625.00	0.65% 16,232.13	Aa1/AA+ AA+	1.48 1.43

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	1,500,000.00	04/10/2024 4.84%	1,496,115.00 1,496,115.00	101.62 3.65%	1,524,284.48 34,041.67	0.98% 28,169.48	Aa1/AA+ AA+	1.52 1.43
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	1,000,000.00	05/20/2024 4.69%	994,830.00 994,830.00	101.28 3.69%	1,012,783.88 16,375.00	0.65% 17,953.88	Aa1/AA+ AA+	1.64 1.54
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/24/2025 4.02%	3,039,480.00 3,039,480.00	101.87 3.69%	3,056,053.86 7,875.00	1.97% 16,573.86	Aa1/AA+ AA+	2.44 2.29
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	1,120,000.00	06/07/2023 4.00%	1,107,243.20 1,107,243.20	100.31 3.62%	1,123,515.23 13,066.67	0.72% 16,272.03	Aa1/AA+ AA+	2.69 2.51
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	2,000,000.00	07/06/2023 4.49%	1,956,940.00 1,956,940.00	100.92 3.64%	2,018,330.40 24,888.89	1.30% 61,390.40	Aa1/AA+ AA+	2.69 2.50
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	2,000,000.00	10/12/2023 4.71%	1,981,460.00 1,981,460.00	102.22 3.70%	2,044,474.08 2,250.00	1.32% 63,014.08	Aa1/AA+ AA+	2.98 2.77
Total Agency		**28,675,000.00**	**4.56%**	**28,593,724.20** **28,593,724.20**	**101.03** **3.71%**	**28,968,364.15** **248,002.64**	**18.63%** **374,639.95**		**1.47** **1.39**
AGENCY CMBS									
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.35%	1,890,546.88 1,890,546.88	98.82 3.87%	1,976,431.60 4,421.67	1.27% 85,884.72	Aa1/AA+ AAA	0.90 0.84
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	862,134.04	09/22/2022 4.23%	831,184.78 831,184.78	99.00 4.12%	853,551.24 2,404.64	0.55% 22,366.46	Aa1/AA+ AAA	1.15 1.03
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	99.36 3.82%	856,512.77 2,463.88	0.55% 16,912.26	Aa1/AA+ AAA	1.32 1.13
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.08%	965,468.75 965,468.75	98.94 3.86%	989,401.80 2,702.50	0.64% 23,933.05	Aa1/AA+ AAA	1.57 1.42
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,220,412.99	05/18/2023 4.13%	1,172,311.56 1,172,311.56	98.57 3.87%	1,202,995.86 3,241.21	0.77% 30,684.30	Aa1/AAA AA+	1.99 1.84
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.92%	1,107,478.13 1,107,478.13	99.36 3.86%	1,157,576.15 3,543.54	0.74% 50,098.02	Aa1/AA+ AAA	2.41 2.23
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	1,250,000.00	05/28/2024 4.94%	1,197,265.63 1,197,265.63	99.91 3.87%	1,248,869.13 4,062.50	0.80% 51,603.50	Aa1/AA+ AAA	2.90 2.67
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	2,000,000.00	05/07/2025 4.12%	1,990,703.13 1,990,703.13	100.33 3.88%	2,006,583.60 6,766.67	1.29% 15,880.47	Aaa/AA+ AA+	3.07 2.80

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	08/19/2024 4.12%	1,385,332.03 1,385,332.03	94.85 3.94%	1,422,744.75 2,825.00	0.92% 37,412.72	Aa1/AA+ AAA	3.32 3.06
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	2,000,000.00	03/27/2025 4.30%	1,932,500.00 1,932,500.00	98.38 3.90%	1,967,545.60 5,703.33	1.27% 35,045.60	Aa1/AAA AA+	3.41 3.10
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	2,000,000.00	03/26/2025 4.37%	1,997,890.63 1,997,890.63	101.30 4.03%	2,025,980.60 7,353.33	1.30% 28,089.97	Aaa/AA+ AA+	4.48 3.71
Total Agency CMBS		**15,859,547.03**	**4.33%**	**15,310,282.03** **15,310,282.03**	**99.07** **3.91%**	**15,708,193.10** **45,488.27**	**10.10%** **397,911.07**		**2.60** **2.33**
CASH									
CCYUSD	Receivable	4,342.34	--	4,342.34 4,342.34	1.00 0.00%	4,342.34 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,342.34**		**4,342.34** **4,342.34**	**1.00** **0.00%**	**4,342.34** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.07 4.11%	425,299.41 6,516.67	0.27% 324.91	A1/AA AA-	0.17 0.17
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.69 4.04%	996,861.21 3,430.56	0.64% 37,471.21	Aaa/AA+ NA	0.40 0.39
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.25 4.01%	751,891.02 16,031.25	0.48% 2,408.52	Aa3/AA+ AA+	0.53 0.50
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	09/13/2023 5.23%	954,220.00 954,220.00	99.58 4.07%	995,810.58 13,772.22	0.64% 41,590.58	A2/A A	0.59 0.57
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00	06/12/2023 5.38%	1,000,440.00 1,000,440.00	100.92 4.07%	1,009,236.03 15,150.00	0.65% 8,796.03	Aa3/AA- AA-	0.72 0.69
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	100.99 3.86%	1,464,411.19 10,373.54	0.94% 12,486.19	A1/A+ NA	0.86 0.83
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	09/13/2023 5.57%	998,810.00 998,810.00	101.24 4.07%	1,012,440.42 6,600.50	0.65% 13,630.42	Aa2/A+ AA	0.88 0.77
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.31 3.90%	516,706.41 10,237.19	0.33% 6,844.11	A1/A+ NA	1.11 0.97

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.26 4.01%	1,594,818.46 25,262.56	1.03% 18,358.46	Aa2/AA- AA	1.19 1.05
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	1,000,000.00	01/10/2024 4.52%	999,460.00 999,460.00	100.79 3.85%	1,007,883.89 10,375.00	0.65% 8,423.89	A1/A A+	1.27 1.21
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	1,245,000.00	01/10/2024 4.88%	1,244,688.75 1,244,688.75	101.15 3.95%	1,259,373.85 12,138.75	0.81% 14,685.10	A1/A AA-	1.30 1.24
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,500,000.00	02/29/2024 4.78%	1,500,810.00 1,500,810.00	101.20 3.91%	1,518,008.40 7,000.00	0.98% 17,198.40	A1/AA- NA	1.41 1.26
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,210,000.00	03/13/2024 4.99%	1,210,000.00 1,210,000.00	101.54 3.90%	1,228,624.77 2,181.66	0.79% 18,624.77	Aa3/A AA-	1.46 1.32
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	100.16 3.90%	1,001,557.92 15,666.67	0.64% 11,097.92	A2/A+ A+	1.61 1.44
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	1,500,000.00	02/09/2024 4.71%	1,371,945.00 1,371,945.00	96.81 3.90%	1,452,162.17 10,483.33	0.93% 80,217.17	A2/A NA	1.62 1.56
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.66 3.88%	752,247.49 9,620.00	0.48% 13,701.89	A2/A A	1.73 1.56
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	101.33 3.83%	759,981.47 6,229.17	0.49% 9,336.47	Aa3/AA- NA	1.82 1.64
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	1,250,000.00	08/22/2024 4.10%	1,251,637.50 1,251,637.50	100.65 3.78%	1,258,153.58 6,772.57	0.81% 6,516.08	Aa3/A+ NA	1.87 1.70
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.91 3.75%	989,111.82 3,412.50	0.64% 28,661.82	A1/AA AA-	1.89 1.81
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,000,000.00	06/20/2024 4.89%	989,900.00 989,900.00	101.15 3.93%	1,011,534.73 1,390.28	0.65% 21,634.73	A1/A+ A+	1.97 1.87
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	1,000,000.00	09/25/2024 3.91%	999,820.00 999,820.00	99.98 3.91%	999,842.54 19,500.00	0.64% 22.54	Aa1/AA+ AAA	2.00 1.91
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	1,250,000.00	07/30/2024 4.60%	1,189,300.00 1,189,300.00	98.04 3.96%	1,225,543.93 17,003.47	0.79% 36,243.93	A2/A+ A	2.04 1.93
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.63 3.89%	711,439.12 7,595.00	0.46% 11,649.12	A1/A A+	2.27 2.12
64952WCX9	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	1,000,000.00	08/26/2025 4.04%	976,720.00 976,720.00	97.85 4.00%	978,476.02 6,750.00	0.63% 1,756.02	Aa1/AA+ AAA	2.28 2.16

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	1,500,000.00	06/17/2025 4.40%	1,512,345.00 1,512,345.00	101.47 4.08%	1,522,115.61 10,687.50	0.98% 9,770.61	A2/NA A	2.36 2.12
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	1,340,000.00	03/20/2025 4.49%	1,338,405.40 1,338,405.40	100.99 4.03%	1,353,276.13 662.56	0.87% 14,870.73	Aa3/AA+ AA+	2.49 2.34
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	750,000.00	06/22/2023 4.79%	715,005.00 715,005.00	99.43 3.93%	745,735.40 11,562.50	0.48% 30,730.40	A1/A NA	2.59 2.40
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	1,500,000.00	05/22/2023 4.64%	1,484,025.00 1,484,025.00	101.13 3.94%	1,516,906.07 24,933.33	0.98% 32,881.07	Aa2/A+ AA-	2.62 2.27
90331HPS6	US BANK NA 4.73 05/15/2028	1,330,000.00	05/12/2025 4.88%	1,330,000.00 1,330,000.00	100.89 4.49%	1,341,778.61 23,765.62	0.86% 11,778.61	A2/A+ A+	2.62 1.52
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	100.99 3.96%	575,668.80 7,645.13	0.37% 5,674.50	A2/A A	2.71 2.43
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	1,000,000.00	06/04/2025 4.32%	985,120.00 985,120.00	99.58 3.96%	995,839.82 8,022.22	0.64% 10,719.82	A1/A NA	2.79 2.60
66815L2X6	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	1,000,000.00	08/25/2025 4.03%	1,002,660.00 1,002,660.00	100.40 3.98%	1,003,967.34 4,125.00	0.65% 1,307.34	Aa1/AA+ AAA	2.90 2.70
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	1,000,000.00	07/24/2025 4.23%	983,400.00 983,400.00	99.03 4.00%	990,321.95 3,041.67	0.64% 6,921.95	A1/A NA	2.92 2.73
437076DH2	HOME DEPOT INC 3.75 09/15/2028	570,000.00	09/08/2025 3.77%	569,629.50 569,629.50	99.64 3.88%	567,942.57 950.00	0.37% (1,686.93)	A2/A A	2.96 2.77
713448GL6	PEPSICO INC 4.1 01/15/2029	1,000,000.00	07/24/2025 4.19%	997,190.00 997,190.00	100.35 3.98%	1,003,533.26 7,744.44	0.65% 6,343.26	A1/A+ NA	3.29 2.96
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	1,500,000.00	01/24/2025 4.96%	1,501,860.00 1,501,860.00	101.95 4.32%	1,529,205.09 13,344.00	0.98% 27,345.09	A2/A- AA-	3.33 2.16
Total Corporate		**37,915,000.00**	**4.65%**	**37,489,370.35** **37,489,370.35**	**100.42** **3.98%**	**38,067,707.06** **359,976.86**	**24.49%** **578,336.71**		**1.88** **1.66**
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	1,281,929.04	-- 4.00%	1,281,929.04 1,281,929.04	1.00 4.00%	1,281,929.04 0.00	0.82% 0.00	Aaa/AAAm AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Money Market Fund		**1,281,929.04**	**4.00%**	**1,281,929.04** **1,281,929.04**	**1.00** **4.00%**	**1,281,929.04** **0.00**	**0.82%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	1,335,000.00	04/29/2025 3.70%	1,332,036.30 1,332,036.30	99.91 3.66%	1,333,852.54 19,491.93	0.86% 1,816.24	Aaa/AAA NA	2.60 2.42
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	500,000.00	07/24/2023 4.26%	483,115.00 483,115.00	99.52 3.68%	497,595.55 3,840.28	0.32% 14,480.55	Aaa/AAA NA	2.78 2.61
Total Supranational		**1,835,000.00**	**3.86%**	**1,815,151.30** **1,815,151.30**	**99.81** **3.67%**	**1,831,448.09** **23,332.20**	**1.18%** **16,296.79**		**2.65** **2.47**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00	06/23/2022 3.02%	2,498,632.81 2,498,632.81	99.90 4.14%	2,497,588.00 31,385.87	1.61% (1,044.81)	Aa1/AA+ AA+	0.08 0.08
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00	06/23/2022 3.11%	2,431,152.34 2,431,152.34	99.79 3.95%	2,494,726.55 21,246.60	1.60% 63,574.21	Aa1/AA+ AA+	0.13 0.12
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00	09/14/2022 3.76%	2,412,792.97 2,412,792.97	99.66 3.99%	2,491,503.90 16,584.58	1.60% 78,710.93	Aa1/AA+ AA+	0.25 0.24
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00	09/14/2022 3.74%	2,377,832.03 2,377,832.03	99.23 3.83%	2,480,664.05 154.53	1.60% 102,832.02	Aa1/AA+ AA+	0.50 0.49
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00	03/20/2024 4.63%	1,965,703.13 1,965,703.13	99.96 3.83%	1,999,101.56 34,631.15	1.29% 33,398.43	Aa1/AA+ AA+	0.54 0.52
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	3,000,000.00	09/13/2023 4.66%	2,767,031.25 2,767,031.25	98.12 3.73%	2,943,515.64 22,663.04	1.89% 176,484.39	Aa1/AA+ AA+	1.13 1.09
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	1,750,000.00	12/27/2023 3.96%	1,641,240.23 1,641,240.23	97.64 3.70%	1,708,710.94 7,739.47	1.10% 67,470.71	Aa1/AA+ AA+	1.25 1.21
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.02%	2,349,414.06 2,349,414.06	98.31 3.67%	2,457,812.50 171.70	1.58% 108,398.44	Aa1/AA+ AA+	1.50 1.45
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,300,000.00	12/12/2022 3.87%	1,266,687.50 1,266,687.50	99.35 3.63%	1,291,570.31 10,677.31	0.83% 24,882.81	Aa1/AA+ AA+	1.75 1.67

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	2,000,000.00	07/26/2023 4.30%	1,887,109.38 1,887,109.38	98.44 3.64%	1,968,750.00 9,266.30	1.27% 81,640.62	Aa1/AA+ AA+	1.83 1.76
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	2,500,000.00	01/24/2023 3.65%	2,445,117.19 2,445,117.19	99.07 3.63%	2,476,855.48 6,690.26	1.59% 31,738.29	Aa1/AA+ AA+	1.92 1.84
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,600,000.00	02/22/2023 4.19%	1,595,500.00 1,595,500.00	100.96 3.62%	1,615,437.50 181.32	1.04% 19,937.50	Aa1/AA+ AA+	2.00 1.90
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,400,000.00	06/07/2023 4.05%	1,298,937.50 1,298,937.50	97.22 3.62%	1,361,062.50 11,898.10	0.88% 62,125.00	Aa1/AA+ AA+	2.13 2.03
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,500,000.00	11/26/2024 4.24%	1,467,070.31 1,467,070.31	99.73 3.62%	1,496,015.63 8,845.11	0.96% 28,945.32	Aa1/AA+ AA+	2.34 2.21
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	2,750,000.00	09/27/2024 3.51%	2,684,257.81 2,684,257.81	98.02 3.63%	2,695,537.10 9,658.63	1.73% 11,279.29	Aa1/AA+ AA+	2.38 2.26
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	2,500,000.00	11/12/2024 4.34%	2,374,804.69 2,374,804.69	97.96 3.63%	2,448,925.78 9,179.69	1.58% 74,121.09	Aa1/AA+ AA+	2.88 2.72
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	3,000,000.00	09/29/2025 3.64%	2,978,203.13 2,978,203.13	99.32 3.62%	2,979,609.36 4,475.14	1.92% 1,406.23	Aa1/AA+ AA+	2.96 2.78
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	2,500,000.00	09/16/2025 3.50%	2,344,433.59 2,344,433.59	93.45 3.64%	2,336,132.80 14,385.19	1.50% (8,300.79)	Aa1/AA+ AA+	3.08 2.95
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	04/22/2024 4.72%	1,870,625.00 1,870,625.00	98.48 3.64%	1,969,531.24 23,607.34	1.27% 98,906.24	Aa1/AA+ AA+	3.13 2.91
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,250,000.00	01/30/2025 4.31%	2,244,726.56 2,244,726.56	101.90 3.65%	2,292,802.74 8,188.88	1.47% 48,076.18	Aa1/AA+ AA+	3.41 3.15
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.10%	1,991,093.75 1,991,093.75	101.11 3.69%	2,022,109.38 13,478.26	1.30% 31,015.63	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,750,000.00	12/17/2024 4.26%	2,618,730.47 2,618,730.47	97.95 3.69%	2,693,710.94 7,359.29	1.73% 74,980.47	Aa1/AA+ AA+	3.92 3.64
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,700,000.00	02/12/2025 4.49%	1,665,203.13 1,665,203.13	101.13 3.70%	1,719,125.00 28,456.52	1.11% 53,921.87	Aa1/AA+ AA+	4.08 3.68
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	3,000,000.00	03/24/2025 4.06%	2,976,679.69 2,976,679.69	100.64 3.71%	3,019,335.93 39,067.62	1.94% 42,656.24	Aa1/AA+ AA+	4.17 3.77
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	3,000,000.00	07/30/2025 3.91%	2,995,312.50 2,995,312.50	100.64 3.71%	3,019,218.75 29,378.40	1.94% 23,906.25	Aa1/AA+ AA+	4.25 3.85
Total US Treasury		**57,000,000.00**	**3.97%**	**55,148,291.02 55,148,291.02**	**99.12 3.72%**	**56,479,353.56 369,370.30**	**36.33% 1,331,062.54**		**2.25 2.10**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				152,638,477.12	99.14	155,466,858.92	100.00%		2.13
Total Portfolio		155,571,898.48	4.35%	152,638,477.12	3.83%	1,069,941.11	2,828,381.80		1.81
Total Market Value + Accrued						156,536,800.03			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Murrieta | Account |07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/25/2025	74456QBX3	1,000,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	98.340	4.23%	(983,400.00)	(14,600.00)	(998,000.00)	0.00
Purchase	07/25/2025	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029	99.719	4.19%	(997,190.00)	(227.78)	(997,417.78)	0.00
Purchase	07/31/2025	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029	99.844	3.91%	(2,995,312.50)	(9,792.80)	(3,005,105.30)	0.00
Purchase	08/26/2025	66815L2X6	1,000,000.00	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.125 08/25/2028	100.266	4.03%	(1,002,660.00)	(114.58)	(1,002,774.58)	0.00
Purchase	08/27/2025	64952WCX9	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.0 01/10/2028	97.672	4.04%	(976,720.00)	(3,916.67)	(980,636.67)	0.00
Purchase	09/15/2025	437076DH2	570,000.00	HOME DEPOT INC 3.75 09/15/2028	99.935	3.77%	(569,629.50)	0.00	(569,629.50)	0.00
Purchase	09/17/2025	91282CDF5	2,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028	93.777	3.50%	(2,344,433.59)	(13,077.45)	(2,357,511.04)	0.00
Purchase	09/30/2025	91282CNY3	3,000,000.00	UNITED STATES TREASURY 3.375 09/15/2028	99.273	3.64%	(2,978,203.13)	(4,195.44)	(2,982,398.57)	0.00
Total Purchase			**13,070,000.00**				**(12,847,548.72)**	**(45,924.72)**	**(12,893,473.44)**	**0.00**
TOTAL ACQUISITIONS			**13,070,000.00**				**(12,847,548.72)**	**(45,924.72)**	**(12,893,473.44)**	**0.00**
DISPOSITIONS										
Call Redemption	07/17/2025	61747YET8	(1,000,000.00)	MORGAN STANLEY 4.679 07/17/2026	100.000	5.45%	1,000,000.00	0.00	1,000,000.00	5,970.00
Total Call Redemption			**(1,000,000.00)**				**1,000,000.00**	**0.00**	**1,000,000.00**	**5,970.00**
Maturity	07/31/2025	91282CAB7	(2,000,000.00)	UNITED STATES TREASURY 0.25 07/31/2025	100.000	1.06%	2,000,000.00	0.00	2,000,000.00	57,968.75

TRANSACTION LEDGER

City of Murrieta | Account |07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	08/12/2025	14913R2Z9	(1,375,000.00)	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	100.000	3.69%	1,375,000.00	0.00	1,375,000.00	1,663.75
Maturity	08/15/2025	26442UAA2	(1,000,000.00)	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	100.000	3.57%	1,000,000.00	0.00	1,000,000.00	9,290.00
Maturity	09/15/2025	437076CR1	(1,000,000.00)	HOME DEPOT INC 4.0 09/15/2025	100.000	4.13%	1,000,000.00	0.00	1,000,000.00	3,620.00
Maturity	09/30/2025	9128285C0	(3,250,000.00)	UNITED STATES TREASURY 3.0 09/30/2025	100.000	2.90%	3,250,000.00	0.00	3,250,000.00	(9,882.81)
Total Maturity			**(8,625,000.00)**				**8,625,000.00**	**0.00**	**8,625,000.00**	**62,659.69**
TOTAL DISPOSITIONS			**(9,625,000.00)**				**9,625,000.00**	**0.00**	**9,625,000.00**	**68,629.69**

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

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury Index	The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance.

MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MURRIETA
Account Number	

As of 10/15/2025, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 9/30/2025.

Earnings Ratio		0.00011893333163814
Interest Rate		4.34%
Dollar Day Total	$	185,679,538.58
Quarter End Principal Balance	$	2,021,589.77
Quarterly Interest Earned	$	22,083.49

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

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

Account Number - DDA

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

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

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

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

Beginning Balance	133,938,319.35
Shares Purchased	5,996,467.92 +
Shares Redeemed	20,390,381.75 -
Ending Balance	119,544,405.52
Prior Month Dividends Paid to Checking	460,536.57
Dividends Earned in Current Month	449,183.91
Funds Pending Redemption	184,152.65-

Transaction Detail

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

Daily Balance Information

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

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

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

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STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

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

Account Number - DDA

THIS STATEMENT COVERS 08/01/2025 THROUGH 08/31/2025

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ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	3,403,469.85
Federal Withholding YTD	.00
7-Day Simple Yield	4.22707 %
Federal Withholding	.00

Beginning Balance	119,544,405.52
Shares Purchased	7,455,626.11 +
Shares Redeemed	6,915,769.22 -
Ending Balance	120,084,262.41
Prior Month Dividends Paid to Checking	449,183.91
Dividends Earned in Current Month	422,908.78
Funds Pending Investment	413,208.24

Transaction Detail

Date	Description	Amount
8-01-2025	Beginning Balance	119,544,405.52
8-01-2025	Sweep Funds Return To DDA	184,152.65
8-04-2025	Next Day Sweep Purchase	182,652.59
8-05-2025	Next Day Sweep Purchase	26,459.80
8-06-2025	Sweep Funds Return To DDA	753,282.81
8-07-2025	Sweep Funds Return To DDA	1,635,906.17
8-08-2025	Sweep Funds Return To DDA	36,631.60
8-11-2025	Next Day Sweep Purchase	170,369.13
8-12-2025	Sweep Funds Return To DDA	620,329.93
8-13-2025	Sweep Funds Return To DDA	77,528.35
8-14-2025	Sweep Funds Return To DDA	183,529.62
8-15-2025	Next Day Sweep Purchase	33,509.91
8-18-2025	Next Day Sweep Purchase	354,753.77
8-19-2025	Next Day Sweep Purchase	2,228,107.48
8-20-2025	Sweep Funds Return To DDA	2,139,748.19
8-21-2025	Sweep Funds Return To DDA	594,717.95
8-22-2025	Sweep Funds Return To DDA	131,063.33
8-25-2025	Sweep Funds Return To DDA	412,549.06
8-26-2025	Sweep Funds Return To DDA	146,329.56
8-27-2025	Next Day Sweep Purchase	4,346,089.19
8-28-2025	Next Day Sweep Purchase	730.35
8-29-2025	Next Day Sweep Purchase	112,953.89
8-31-2025	Ending Balance	120,084,262.41

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
08-01	119,360,252.87	4.225 %	.000115761	13,817.26
08-02*	119,360,252.87	4.225 %	.000115761	13,817.26
08-03*	119,360,252.87	4.225 %	.000115761	13,817.26

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
08-04	119,542,905.46	4.213 %	.000115449	13,801.11
08-05	119,569,365.26	4.222 %	.000115693	13,833.34
08-06	118,816,082.45	4.222 %	.000115684	13,745.12
08-07	117,180,176.28	4.226 %	.000115798	13,569.23
08-08	117,143,544.68	4.233 %	.000115994	13,587.95
08-09*	117,143,544.68	4.233 %	.000115994	13,587.95
08-10*	117,143,544.68	4.233 %	.000115994	13,587.95
08-11	117,313,913.81	4.230 %	.000115914	13,598.33
08-12	116,693,583.88	4.236 %	.000116055	13,542.87
08-13	116,616,055.53	4.229 %	.000115890	13,514.63
08-14	116,432,525.91	4.224 %	.000115731	13,474.85
08-15	116,466,035.82	4.234 %	.000116011	13,511.34
08-16*	116,466,035.82	4.234 %	.000116011	13,511.34
08-17*	116,466,035.82	4.234 %	.000116011	13,511.34
08-18	116,820,789.59	4.232 %	.000115952	13,545.60
08-19	119,048,897.07	4.227 %	.000115830	13,789.43
08-20	116,909,148.88	4.221 %	.000115653	13,520.89
08-21	116,314,430.93	4.220 %	.000115637	13,450.25
08-22	116,183,367.60	4.236 %	.000116056	13,483.78
08-23*	115,770,818.54	4.236 %	.000116056	13,435.90
08-24*	115,770,818.54	4.236 %	.000116056	13,435.90
08-25	115,770,818.54	4.235 %	.000116050	13,435.20
08-26	115,624,488.98	4.243 %	.000116265	13,443.08
08-27	119,970,578.17	4.239 %	.000116153	13,934.94
08-28	119,971,308.52	4.228 %	.000115861	13,900.00
08-29	120,084,262.41	4.225 %	.000115765	13,901.55
08-30*	120,084,262.41	4.225 %	.000115765	13,901.55
08-31*	120,084,262.41	4.225 %	.000115765	13,901.55
			TOTAL MTD	422,908.75

* Indicates non-business day

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STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

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

Account Number - DDA

THIS STATEMENT COVERS 09/01/2025 THROUGH 09/30/2025

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ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	3,802,320.96
Federal Withholding YTD	.00
7-Day Simple Yield	4.07625 %
Federal Withholding	.00

Beginning Balance	120,084,262.41
Shares Purchased	5,890,190.15 +
Shares Redeemed	9,951,298.41 -
Ending Balance	116,023,154.15
Prior Month Dividends Paid to Checking	422,908.78
Dividends Earned in Current Month	398,851.11
Funds Pending Redemption	2,043,320.71-

Transaction Detail

Date	Description	Amount
9-01-2025	Beginning Balance	120,084,262.41
9-02-2025	Next Day Sweep Purchase	413,208.24
9-03-2025	Next Day Sweep Purchase	148,256.45
9-04-2025	Sweep Funds Return To DDA	1,494,744.22
9-05-2025	Sweep Funds Return To DDA	12,911.93
9-08-2025	Sweep Funds Return To DDA	1,407,286.54
9-09-2025	Sweep Funds Return To DDA	816,922.92
9-10-2025	Sweep Funds Return To DDA	614,395.23
9-11-2025	Next Day Sweep Purchase	61,448.04
9-12-2025	Next Day Sweep Purchase	27,982.26
9-15-2025	Sweep Funds Return To DDA	223,630.36
9-16-2025	Sweep Funds Return To DDA	223,854.45
9-17-2025	Sweep Funds Return To DDA	361,890.73
9-18-2025	Sweep Funds Return To DDA	1,898,527.04
9-19-2025	Next Day Sweep Purchase	21,881.15
9-22-2025	Sweep Funds Return To DDA	342,584.84
9-23-2025	Sweep Funds Return To DDA	1,656,434.03
9-24-2025	Next Day Sweep Purchase	5,098,480.21
9-25-2025	Next Day Sweep Purchase	57.09
9-26-2025	Sweep Funds Return To DDA	512,636.47
9-29-2025	Next Day Sweep Purchase	118,876.71
9-30-2025	Sweep Funds Return To DDA	385,479.65
9-30-2025	Ending Balance	116,023,154.15

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
09-01*	120,084,262.41	4.225 %	.000115765	13,901.55
09-02	120,497,470.65	4.219 %	.000115599	13,929.39
09-03	120,645,727.10	4.227 %	.000115818	13,972.95

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
09-04	119,150,982.88	4.232 %	.000115963	13,817.11
09-05	119,138,070.95	4.246 %	.000116348	13,861.48
09-06*	117,730,784.41	4.246 %	.000116348	13,697.74
09-07*	117,730,784.41	4.246 %	.000116348	13,697.74
09-08	117,730,784.41	4.241 %	.000116217	13,682.32
09-09	116,913,861.49	4.232 %	.000115949	13,556.05
09-10	116,299,466.26	4.229 %	.000115865	13,475.04
09-11	116,360,914.30	4.233 %	.000115996	13,497.40
09-12	116,388,896.56	4.245 %	.000116308	13,536.96
09-13*	116,165,266.20	4.245 %	.000116308	13,510.95
09-14*	116,165,266.20	4.245 %	.000116308	13,510.95
09-15	116,165,266.20	4.276 %	.000117176	13,611.78
09-16	115,941,411.75	4.244 %	.000116274	13,480.97
09-17	115,579,521.02	4.218 %	.000115588	13,359.61
09-18	113,680,993.98	4.114 %	.000112733	12,815.60
09-19	113,702,875.13	4.068 %	.000111460	12,673.32
09-20*	113,360,290.29	4.068 %	.000111460	12,635.14
09-21*	113,360,290.29	4.068 %	.000111460	12,635.14
09-22	113,360,290.29	4.066 %	.000111399	12,628.22
09-23	111,703,856.26	4.054 %	.000111085	12,408.62
09-24	116,802,336.47	4.063 %	.000111335	13,004.19
09-25	116,802,393.56	4.075 %	.000111648	13,040.75
09-26	116,289,757.09	4.075 %	.000111651	12,983.87
09-27*	116,289,757.09	4.075 %	.000111651	12,983.87
09-28*	116,289,757.09	4.075 %	.000111651	12,983.87
09-29	116,408,633.80	4.063 %	.000111337	12,960.59
09-30	116,023,154.15	4.089 %	.000112029	12,997.96
			TOTAL MTD	398,851.13

* Indicates non-business day

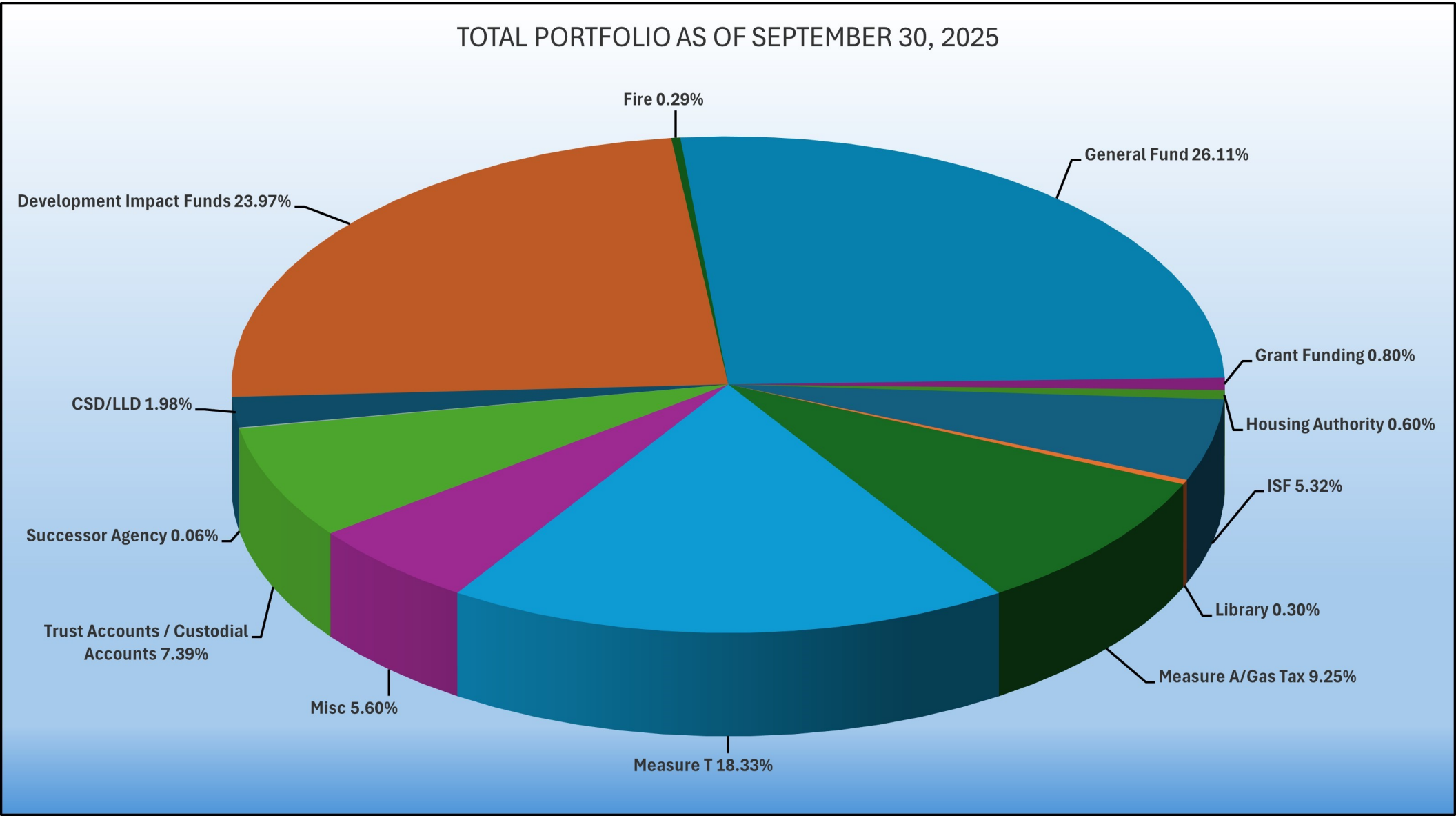
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TOTAL PORTFOLIO AS OF SEPTEMBER 30, 2025
Fire 0.29%
General Fund 26.11%
Development Impact Funds 23.97%
Grant Funding 0.80%
CSD/LLD 1.98%
Housing Authority 0.60%
ISF 5.32%
Successor Agency 0.06%
Library 0.30%
Trust Accounts / Custodial Accounts 7.39%
Measure A/Gas Tax 9.25%
Misc 5.60%
Measure T 18.33%

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Gretchen Sedlacek, Assistant Management Analyst

SUBJECT: Murrieta Children's Library Expansion Project - Furniture, Fixtures & Equipment

RECOMMENDATION

Authorize the purchase and installation of furniture, fixtures, and equipment for the Murrieta Children's Library Expansion Project in an amount not-to-exceed $506,146.05; and

Authorize the City Manager and/or designee to execute all necessary documents to facilitate the purchase of the furniture, fixtures, and equipment for the Expansion Project.

PRIOR ACTION/VOTE

On May 7, 2024, the City Council approved Agreements for On-Call Vertical Construction/Project Management Consulting Services between the City of Murrieta and RWBID Construction Management LLC, Griffin Structures, and Transtech Engineering (Vote: 5-0).

On June 18, 2024, the City Council approved moving forward to the next phase of project design for the Murrieta Children's Library Expansion; approved a recommended project financing strategy, including the use of an interfund loan, grant funds, already established Development Impact Fees, and donations; authorized the City Manager to approve a change order for $222,700 to SVA Architects, Inc., for the next phase of design services; and approved a purchase order for $475,000 to RWBID Construction Management, LLC, for project and construction management services (Vote: 4-0-1).

On June 3, 2025, Joint Resolution No. 25-4837 was adopted by the City Council and the Boards of Directors of the Murrieta Library District, Murrieta Community Services District, the Successor Agency to the Murrieta Redevelopment Agency, and Murrieta Housing Authority, approving the Operating Budget for Fiscal Years 2025/26 and 2026/27 (Vote: 5- 0).

On June 3, 2025, a Joint Resolution No. 25-4836 was adopted by the City Council and the Boards of Directors of the Murrieta Library District, Murrieta Community Services District, and the Successor Agency to the Murrieta Redevelopment Agency, Approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, Approving the Fiscal Years 2025/26 to 2029/30 Capital Improvement Plan (Vote: 5-0).

On August 19, 2025, the City Council approved and authorized the amendment of the Fiscal Year 2025/26

Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 21027; approved and authorized the appropriation of $3,500,000, from the Measure T Sustainability Reserve Account; approved and authorized the adoption of Resolution No. 25-4884 entitled: A Resolution of the City Council of the City of Murrieta, California, 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); 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; approved and authorized the award of 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 approved and authorized the Mayor to execute the agreements (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The City of Murrieta (City) is currently completing the Children's Library Expansion Project. This project will provide additional space, furnishings, and technology to better serve the growing number of families and children who use the Murrieta Public Library.

As part of the expansion, specialized furniture, fixtures, and equipment (FF&E) are required to support early literacy, programming, and safe, durable seating and workspaces. Due to current market conditions and extended manufacturing and delivery times for custom library furnishings, staff recommends placing the order early to ensure timely installation and project completion.

Staff has identified suitable FF&E items through the California Multiple Award Schedules (CMAS), a recognized cooperative purchasing program that satisfies competitive bidding requirements under state and local procurement laws. Utilizing a cooperative purchasing agreement provides cost savings, administrative efficiency, and guarantees compliance with procurement standards while expediting the ordering process.

Section 3.08.295 of the Municipal Code authorizes the City to join with other public and quasi-public agencies in a cooperative purchasing program for the purchase of supplies, services, and/or equipment from a vendor at a price established by another public agency when the other agency has made its purchase in a competitive manner. Early procurement of the FF&E will also mitigate potential project delays and ensure that the expanded Children's Area is ready for public use upon construction completion.

The vendor for the furniture will be Yamada Enterprises, which specializes in furniture for libraries. The attached quote provides detailed information on the furniture purchase, including images. The purchase includes book shelving; study space furniture; specialty items for the toddler, children, and tween zones; tables and cabinetry for the story time rooms; furniture for the staff workspaces; a reception desk; and decorative pieces to coordinate with the planned tree theme. The pricing also includes shipping and installation.

FISCAL IMPACT

Funding for this purchase is included in the approved Children's Library Expansion Project CIP No. 21027 budget. No additional appropriations are required. The not-to-exceed purchase amount is $506,146.05, which covers all identified FF&E components, freight, structural calculations, and installation.

ATTACHMENTS

1. FF&E Quotation #24258-N-R1
2. CMAS Agreement #4-24-08-1008

QUOTATION # 24258-N-R1

YAMADA ENTERPRISES

16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Murrieta Public Library
8 Town Square
Murrieta, CA 92562

Date: 10/11/2025
Job Location: Murrieta
Est. Lead Time: 18-20 weeks
Freight: Included
F.O.B.: Destination
Terms: Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION
			Children's Area		
1.	1	LOT	Estey Cantilever Shelving with metal end panels and metal canopy tops per the attached floor plan. Includes (20) 52"H x 36"W x 24"D Mobile Double-Faced Shelving units with (6) integral back shelves, and (6) 48"H x 12"D Single-Face Shelving units with (3) integral back shelves. Laminate: TBD Frame/Shelf Paint Color: Soft White Steel Ends/Tops Paint Color: Soft White	47,795.00	$ 47,795.00
			Baby Zone		
2.	4		Worden fg library Cube Browser with Upholstered Seat, 32"W x 16"D x 20.5"H Laminate: TBD Fabric: TBS (CF Stinson Cassidy 2 or CF Stinson Flanders)	1,242.00	$ 4,968.00
3.	2		Worden fg library Cube Browser with Open Top, 16"W x 16"D x 20.5"H Laminate: TBD	932.00	$ 1,864.00
4.	1		TMC Leaf Table with Plover Legs @ 26"H Laminate: Lime & Pistachio Leg Finish: Clear 01	1,464.00	$ 1,464.00
5.	4		TMC Zetty Cube Stools with 14"H seat. Fabric: TBD Leg Finish: Clear 01	804.00	$ 3,216.00
6.	2		TMC Eisenhower Chair with 18"H seat. Shell Finish: Clover 104 Leg Finish: Clear 01	651.00	$ 1,302.00

			Picture Books		
7.	2		TMC Flower Table with Plover Legs @ 26"H Laminate: Per image Leg Finish: Clear 01	1,464.00	$ 2,928.00
8.	8		TMC Zetty ImPrinted Garden Stools with 14"H seat. Perimeter: 2-Flower, 2-Birdhouse, 2-Radish, 2-Caterpillar Fabric: TBD Leg Finish: Clear 01	1,202.00	$ 9,616.00
9.	4		TMC Little Puddle Stools with 16"H seat. Fabric: TBD	894.00	$ 3,576.00
			Waiting Area		
10.	3		TMC Zetty ImPrinted Perimeter Bench with back, 48"W x 20"D with 16"H seat. Perimeter: Flower Fabric: TBD Leg Finish: Clear 01	2,591.00	$ 7,773.00
11.	1		Palmieri Navigate Mobile Service Desk with height adjustable top, 48"W x 24"D, 30"-36"H. Laminate Top: TBD Wood Accent: TBD Metal Frame: TBD	8,711.00	$ 8,711.00
12.	1		SitOnIt Novo Midback Stool Task Chair Mesh Back: TBD Seat Fabric: TBD Frame Color: TBD	709.00	$ 709.00
			Early Readers / Entryway		
13.	1		TMC Round Whistler Leaf Ottoman with tapered wood legs, 44"Dia x 15"H. Perimeter: Per image Fabric: TBD Leg Finish: Clear 01	2,989.00	$ 2,989.00
14.	1		TMC Tree Canopy Quad Computer Carrel with Wire Management Chase, 96"H. Finish: Per image	9,765.00	$ 9,765.00
15.	4		TMC Zetty Cube Stools with 14"H seat. Fabric: TBD Leg Finish: Clear 01	804.00	$ 3,216.00
16.	1		TMC Freestanding 4-Sided Canopy Tree, 96"H. Finish: Per image	15,907.00	$ 15,907.00
17.	3		TMC Little Puddle Stools with 16"H seat. Fabric: TBD	894.00	$ 2,682.00
18.	3		TMC Dune Puddle Stools with 16"H seat. Fabric: TBD	983.00	$ 2,949.00
19.	1		TMC Splash Puddle Stools with 16"H seat. Fabric: TBD	911.00	$ 911.00

20.	2		TMC Wall Mounted 3-Sided Canopy Tree with iPad OPAC Mount, 96"H. Finish: Per image	10,577.00	$ 21,154.00
21.	2		TMC Slatwall Panel, 50"W x 24"H Finish: Clear 01	858.00	$ 1,716.00
22.	2		TMC Slatwall Panel, 38"W x 24"H Finish: Clear 01	696.00	$ 1,392.00
			Mutipurpose Rooms		
23.	15		3branch Height Adjustable Flip-Top Tables with Casters. Laminate: Per image Leg Finish: Clear 01	2,444.00	$ 36,660.00
24.	40		Paragon Children's Stacking Chair with 16"H seat. Shell Color: Orangesicle	185.00	$ 7,400.00
25.	4		Uline Storage Cabinet with Locking Doors, 72"H x 36"W x 22"D Finish: Maple	587.00	$ 2,348.00
26.	2		Uline Storage Cabinet with Locking Doors, 30"H x 36"W x 22"D Finish: Maple	345.00	$ 690.00
			Staff Workstations		
27.	5		DeskMakers Workstation with height adjustable tables, charging port, overhead cabinets, and Sidekick Mobile Box-File Pedestal with Pneumatic Adjustable Top. Laminate: TBD	4,669.00	$ 23,345.00
28.	1		DeskMakers Sidekick Mobile Box-File Pedestal with Pneumatic Adjustable Top. Laminate: TBD	1,093.00	$ 1,093.00
29.	6		SitOnIt Novo Midback Task Chair Mesh Back: TBD Seat Fabric: TBD Frame Color: TBD	665.00	$ 3,990.00
			Private Office		
30.	1		DeskMakers L-Shaped height adjustable desk with storage and bookcase per drawing. Laminate: TBD Tackboard Fabric: TBD	7,379.00	$ 7,379.00
31.	1		SitOnIt Novo Midback Task Chair Mesh Back: TBD Seat Fabric: TBD Frame Color: TBD	665.00	$ 665.00
32.	2		SitOnIt Cora Guest Chairs. Fabric: TBD Frame Color: TBD	493.00	$ 986.00

			Tween Area		
33.	1	LOT	Estey Cantilever Shelving with laminate end panels and canopy tops per the attached floor plan. Includes (12) 60"H x 36"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (2) 60"H x 24"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (1) 60"H x 30"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (3) 60"H x 36"W x 12"D Single-Face Shelving units with (5) integral back shelves, (2) 60"H x 24"W x 12"D Single-Face Shelving units with (5) integral back shelves, and (1) 60"H x 30"W x 12"D Single-Face Shelving units with (5) integral back shelves. Laminate: TBD Frame/Shelf Paint Color: Soft White	32,182.00	$ 32,182.00
			Computer Stations		
34.	6		TMC Eisenhower Rectangle Table with Grommet and Wire Management Tray, 42"L x 24"D x 29"H. Laminate: Per image Leg Finish: Clear 01	1,778.00	$ 10,668.00
35.	6		TMC Eisenhower Chair with 18"H seat. Shell Finish: Chicory 108 or French Blue 111 Leg Finish: Clear 01	651.00	$ 3,906.00
			Reception Desk		
36.	1		TMC Finn U-Style Service Desk with (2) mobile storage pedestals, grommets, and wire management. Laminate: TBD	35,808.00	$ 35,808.00
37.	2		SitOnIt Novo Midback Task Chair Mesh Back: TBD Seat Fabric: TBD Frame Color: TBD	665.00	$ 1,330.00
			Study Area		
38.	5		TMC Eisenhower Round Table, 48" x 29"H. Laminate: TBD Leg Finish: Clear 01	2,317.00	$ 11,585.00
39.	20		TMC Eisenhower Chair with 18"H seat. Shell Finish: Chicory 108 or French Blue 111 Leg Finish: Clear 01	651.00	$ 13,020.00
40.	3		Arcadia Co-Op Private Love Seat Unit with Intergrated Table. Laminate: TBD Fabric: TBD Base Finish: TBD	11,452.00	$ 34,356.00

41.	2		Arcadia Co-Op Linking Table, 72"L x 30"D. Laminate: TBD Fabric: TBD Base Finish: TBD	1,935.00	$ 3,870.00
42.	4		Encore Chirp Counter Height Stool. Fabric: TBD Frame Finish: TBD	812.00	$ 3,248.00

NOTES:

Pricing based on CMAS contract #4-24-08-1008, Expiration 05/31/2027.
Pricing includes freight and prevailing wage installation.
Installation to be during normal business hours, M-F 7am-4pm.
Permits, bonds, inspections, material storage or any associated costs are not included.
Due to the uncertainty in our market with potential surcharges, we reserve the right to adjust the proposal by the amount that surcharges are passed along to us by our suppliers.
DIR #1000001651.

			COST OF MATERIAL		$ 391,132.00
			FURNITURE INSTALLATION		$ 19,600.00
			SUBTOTAL		$ 410,732.00
			SALES TAX	**8.750%**	$ 35,939.05
			SHELVING INSTALLATION		$ 7,925.00
			STRUCTURAL CALCULATIONS		$ 3,600.00
			FREIGHT		$ 47,950.00
			TOTAL		$ 506,146.05

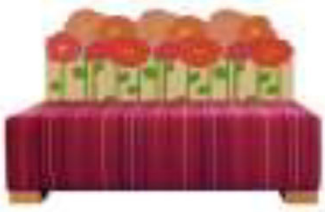
1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.



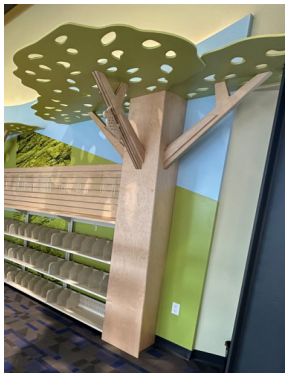
Noah Read
noah@yamadaenterprises.com

Murrieta Public Library
8 Town Square
Murrieta, CA 92562

ITEM	QTY.	PART NO.	DESCRIPTION		
			Children's Area		
1.	1	LOT	Estey Cantilever Shelving with metal end panels and metal canopy tops per the attached floor plan. Includes (20) 52"H x 36"W x 24"D Mobile Double-Faced Shelving units with (6) integral back shelves, and (6) 48"H x 12"D Single-Face Shelving units with (3) integral back shelves.		
			Baby Zone		
2.	4		Cube Browser with Upholstered Seat, 32"W x 16"D x 20.5"H		
3.	2		Cube Browser with Open Top, 16"W x 16"D x 20.5"H		
4.	1		Leaf Table @ 26"H		

5.	4		Zetty Cube Stools with 14"H seat.	
6.	2		Eisenhower Chair	
			Picture Books	
7.	2		Flower Table @ 26"H	
8.	8		Zetty ImPrinted Garden Stools with 14"H seat.	
9.	4		Little Puddle Stools with 16"H seat.	
			Waiting Area	
10.	3		Zetty ImPrinted Perimeter Bench with back, 48"W x 20"D with 16"H seat.	

11.	1		Palmieri Navigate Mobile Service Desk with height adjustable top, 48"W x 24"D, 30"-36"H.	
12.	1		Novo Staff Task Stool.	
			Early Readers / Entryway	
13.	1		Round Whistler Leaf Ottoman, 44"Dia.	
14.	1		Tree Canopy Quad Computer Carrel with Wire Management Chase, 60"Dia.	
15.	4		Zetty Cube Stools with 14"H seat.	

16.	1		Freestanding 4-Sided Canopy Tree, 96"H.	
17.	3		Little Puddle Stools with 16"H seat.	
18.	3		Dune Puddle Stools with 16"H seat.	
19.	1		Splash Puddle Stools with 16"H seat.	
20.	2		Wall Mounted 3-Sided Canopy Tree with iPad OPAC Mount, 96"H.	 

21.	2		Slatwall Panel, 50"W x 24"H	
22.	2		Slatwall Panel, 38"W x 24"H	
			Mutipurpose Rooms	
23.	15		Height Adjustable Flip-Top Tables with Casters.	
24.	40		Children's Stacking Chair with 16"H seat.	
25.	4		Storage Cabinet with Locking Doors, 72"H x 36"W x 22"D	
26.	2		Storage Cabinet with Locking Doors, 30"H x 36"W x 22"D	

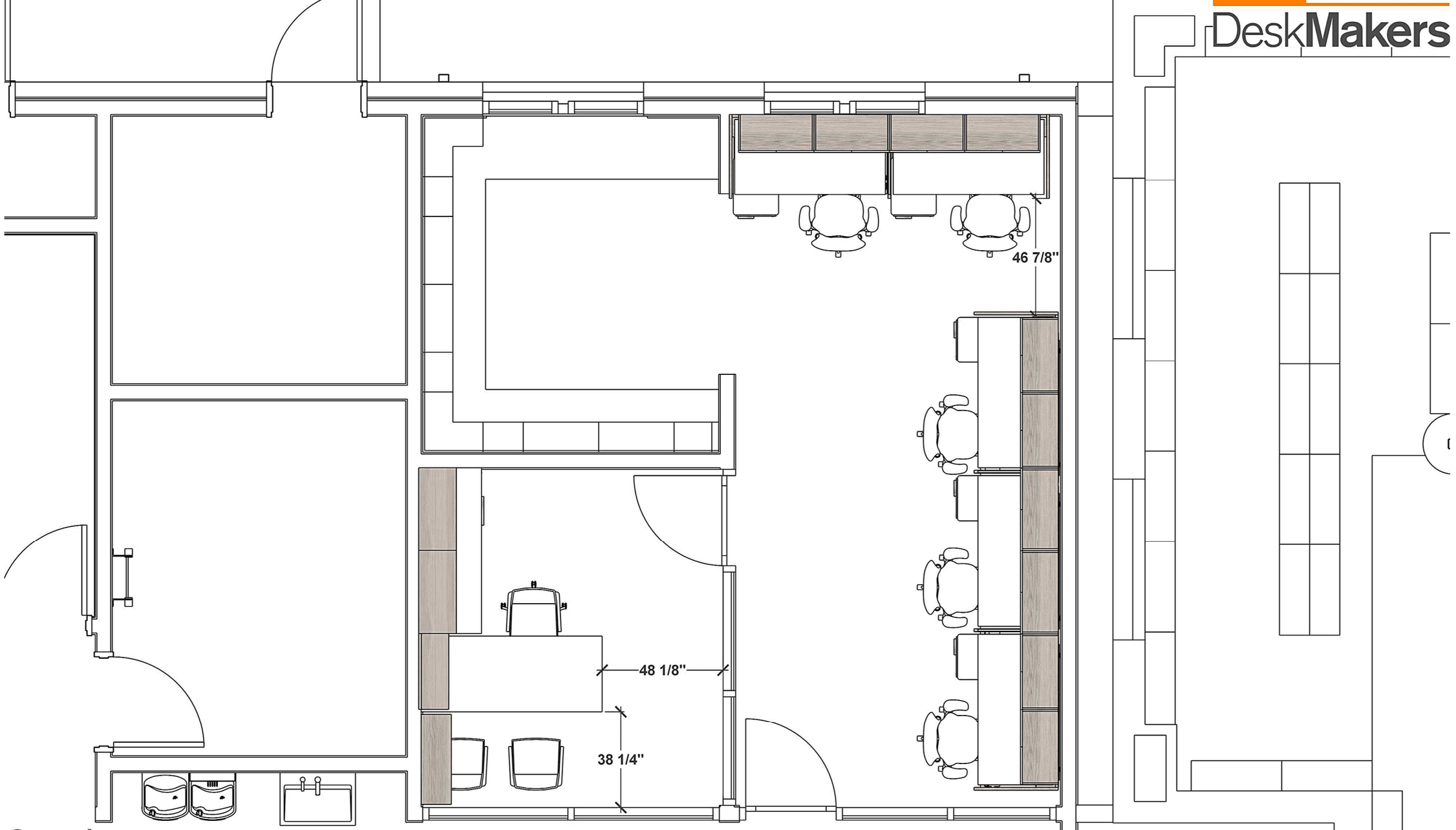
			Staff Workstations		
27.	5		Workstation with height adjustable tables, charging port, overhead cabinets, and Sidekick Mobile Box-File Pedestal with Pneumatic Adjustable Top.	SEE ATTACHED DESKMAKERS DRAWINGS	
28.	1		Sidekick Mobile Box-File Pedestal with Pneumatic Adjustable Top.		
29.	6		Novo Mid-Back Task Chair.		
			Private Office		
28.	1		L-Shaped height adjustable desk with storage per drawing.	SEE ATTACHED DESKMAKERS DRAWINGS	
29.	1		Novo Mid-Back Task Chair.		
30.	2		Cora Guest Chairs.		

			Tween Area		
31.	1	LOT	Estey Cantilever Shelving with metal end panels and metal canopy tops per the attached floor plan. Includes (12) 60"H x 36"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (2) 60"H x 24"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (1) 60"H x 30"W x 24"D Double-Faced Shelving units with (5) integral back shelves per face, (3) 60"H x 36"W x 12"D Single-Face Shelving units with (5) integral back shelves, (2) 60"H x 24"W x 12"D Single-Face Shelving units with (5) integral back shelves, and (1) 60"H x 30"W x 12"D Single-Face Shelving units with (5) integral back shelves.		
			Computer Stations		
34.	6		Eisenhower Rectangle Table with Grommet and Wire Management Tray, 42"L x 24"D x 29"H.		
35.	6		Eisenhower Chair with 18"H seat.		
			Reception Desk		
36.	1		Finn U-Style Service Desk with (2) mobile storage pedestals, grommets, and wire management.		

37.	2		Novo Mid-Back Task Chair.	
			Study Area	
38.	5		Eisenhower Round Table, 48" x 29"H.	
39.	20		Eisenhower Chair with 18"H seat.	
40.	3		Co-Op Private Love Seat Unit with Intergrated Table.	
41.	2		Co-Op Linking Table, 72"L x 30"D.	

42.	4		Chirp Counter Height Stool.		

DeskMakers



General Layout

DEALER: Yamada Ent
DSR: Noah Read
DATE: 11.12.2024

PROJECT: Murrieta Library Kids Expansion
QUOTE: 2024-3182
DESIGNER: Jonah

REV: 300 | 10.10.2025

DRAWINGS ARE FOR GENERAL REFERENCE ONLY. ACTUAL PRODUCT MAY VARY FROM ILLUSTRATIONS

DeskMakers



General Layout

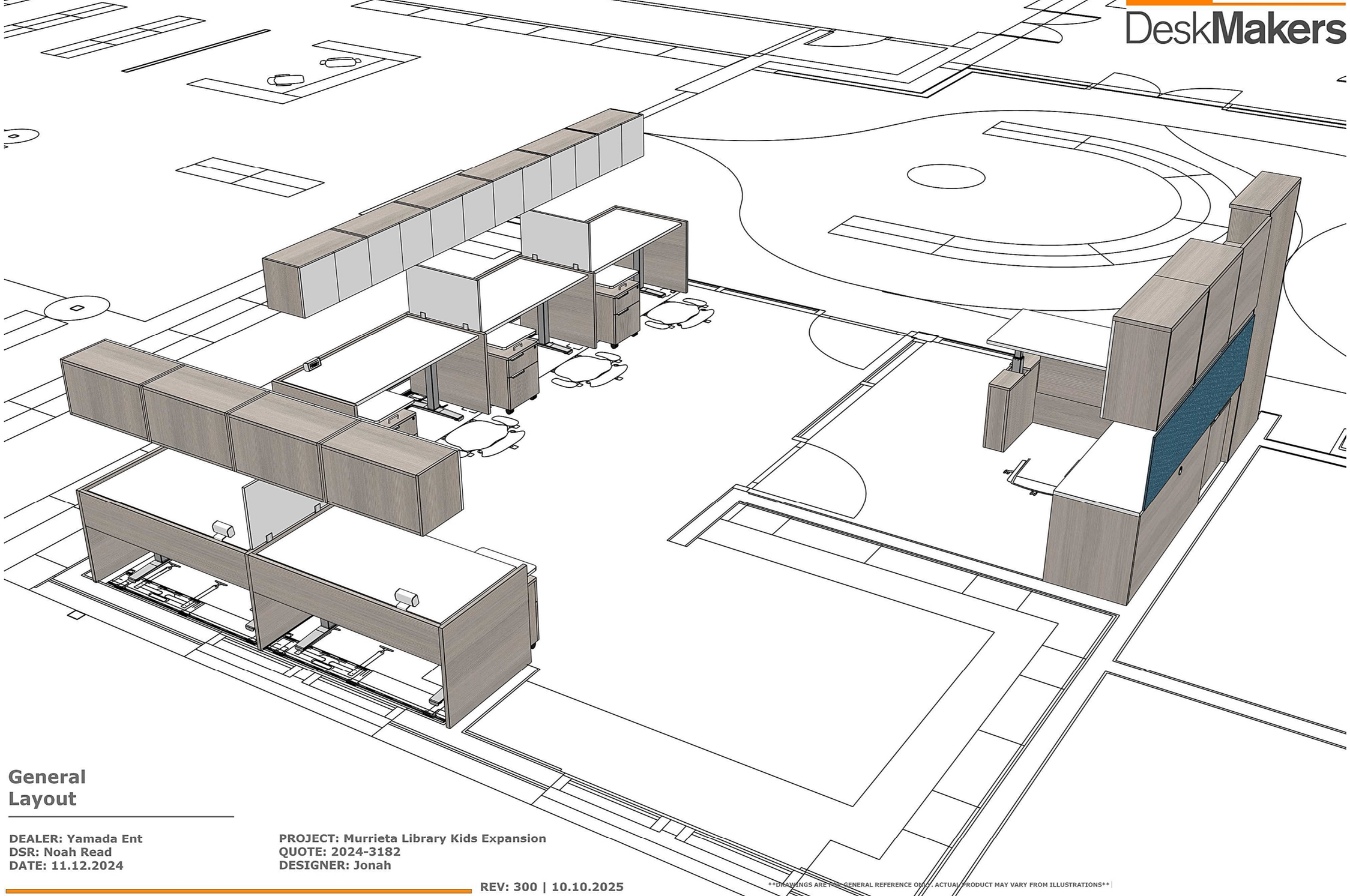
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DeskMakers



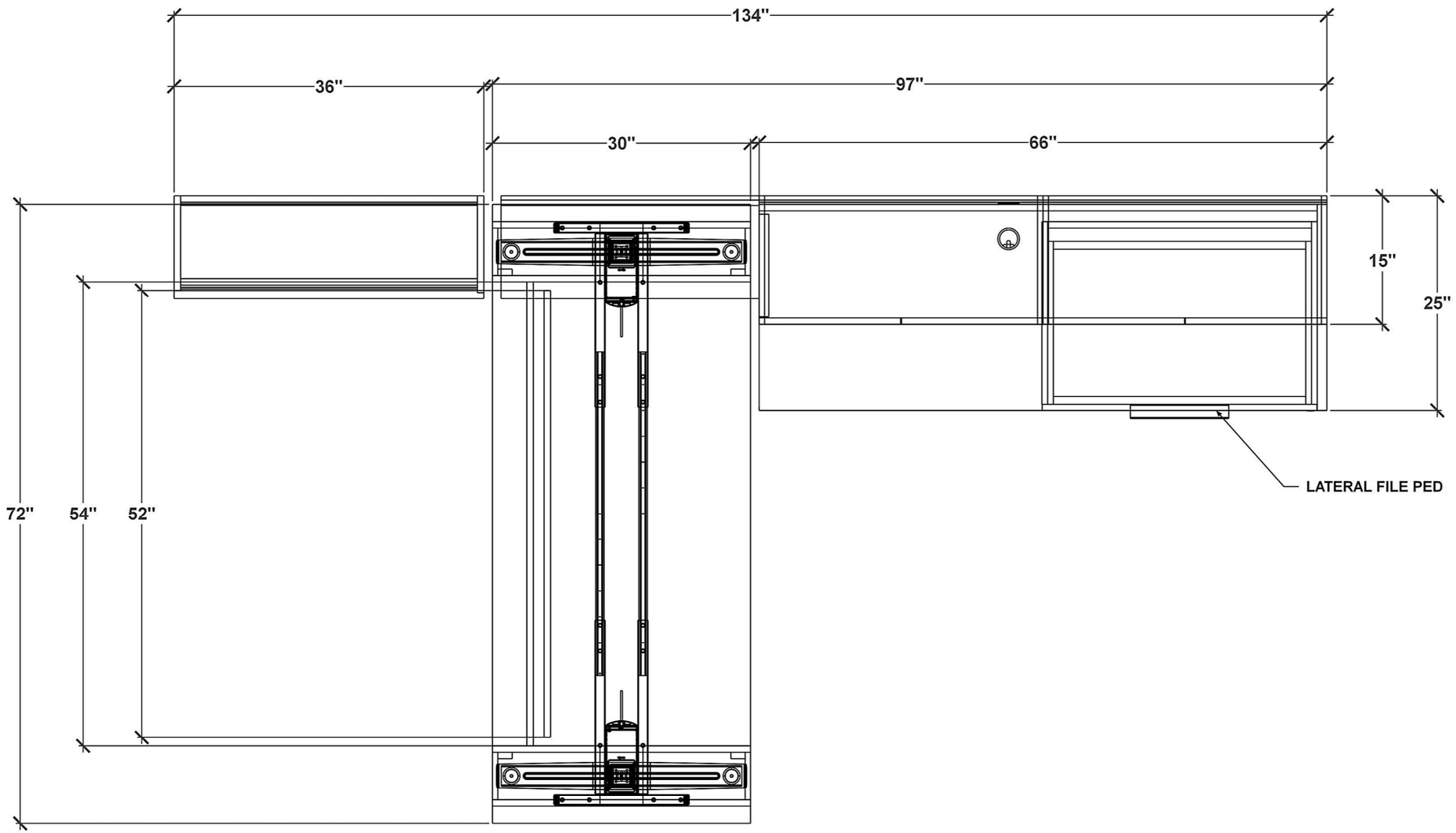
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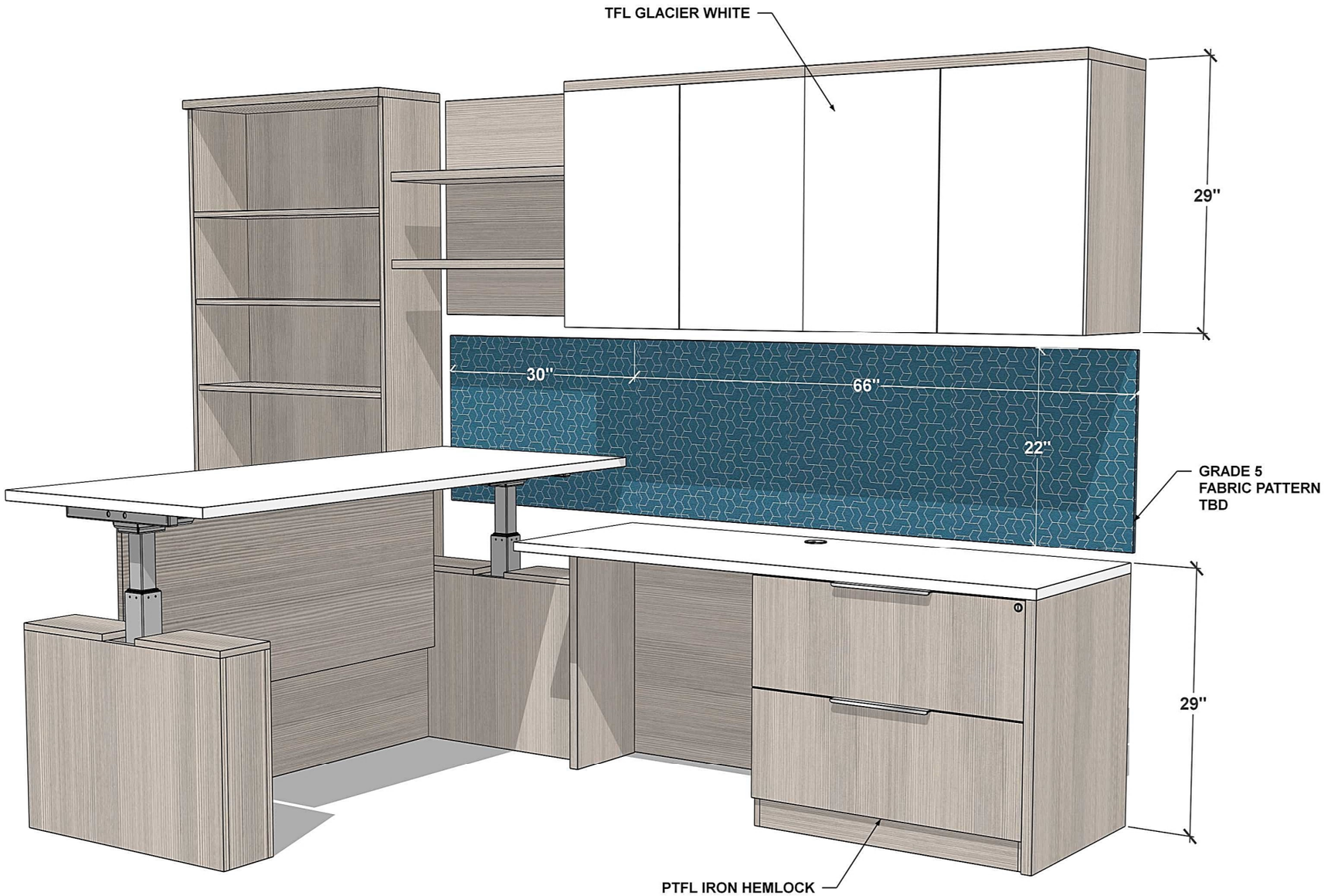


Typical 1
Private Office

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Private Office

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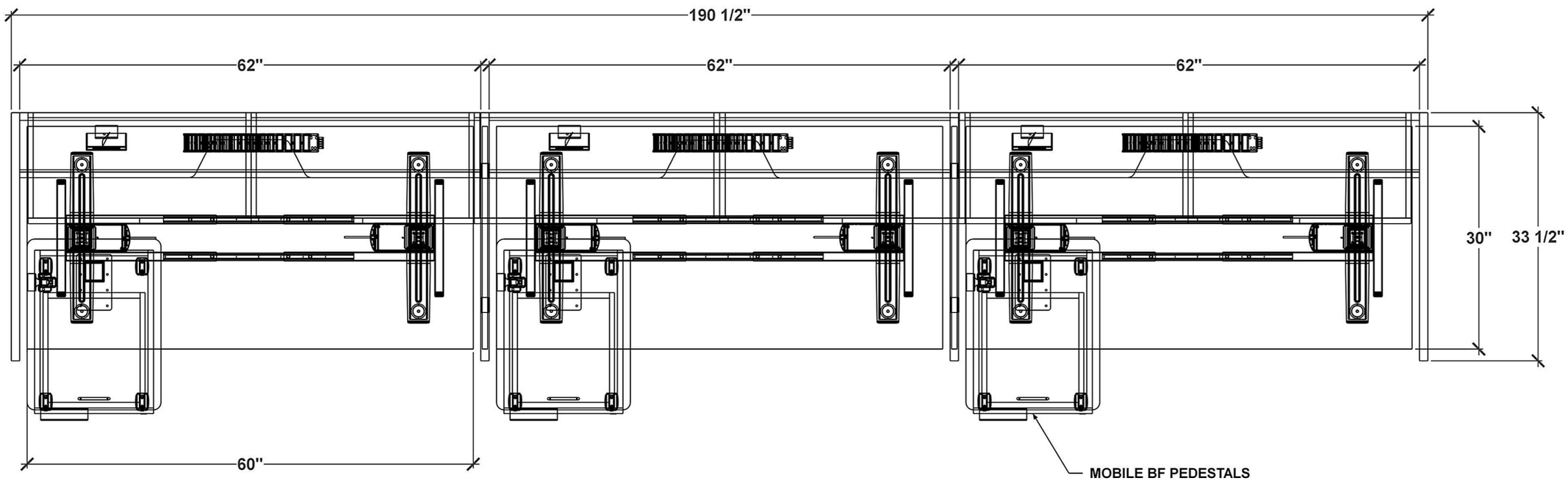


Typical 1
Private Office

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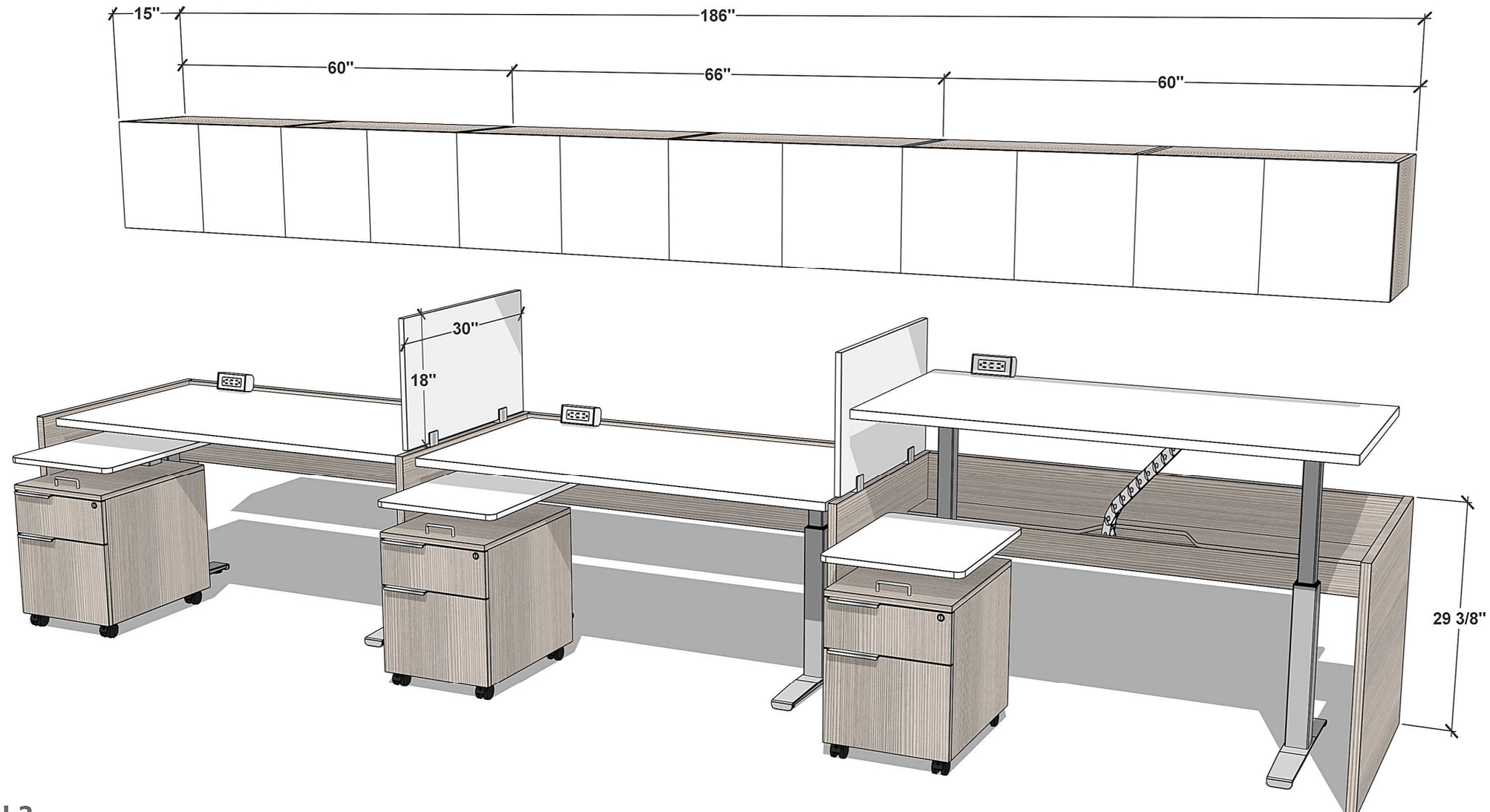


Typical 2
3-Pack Workstations

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DSR: Noah Read
DATE: 11.12.2024

PROJECT: Murrieta Library Kids Expansion
QUOTE: 2024-3182
DESIGNER: Jonah

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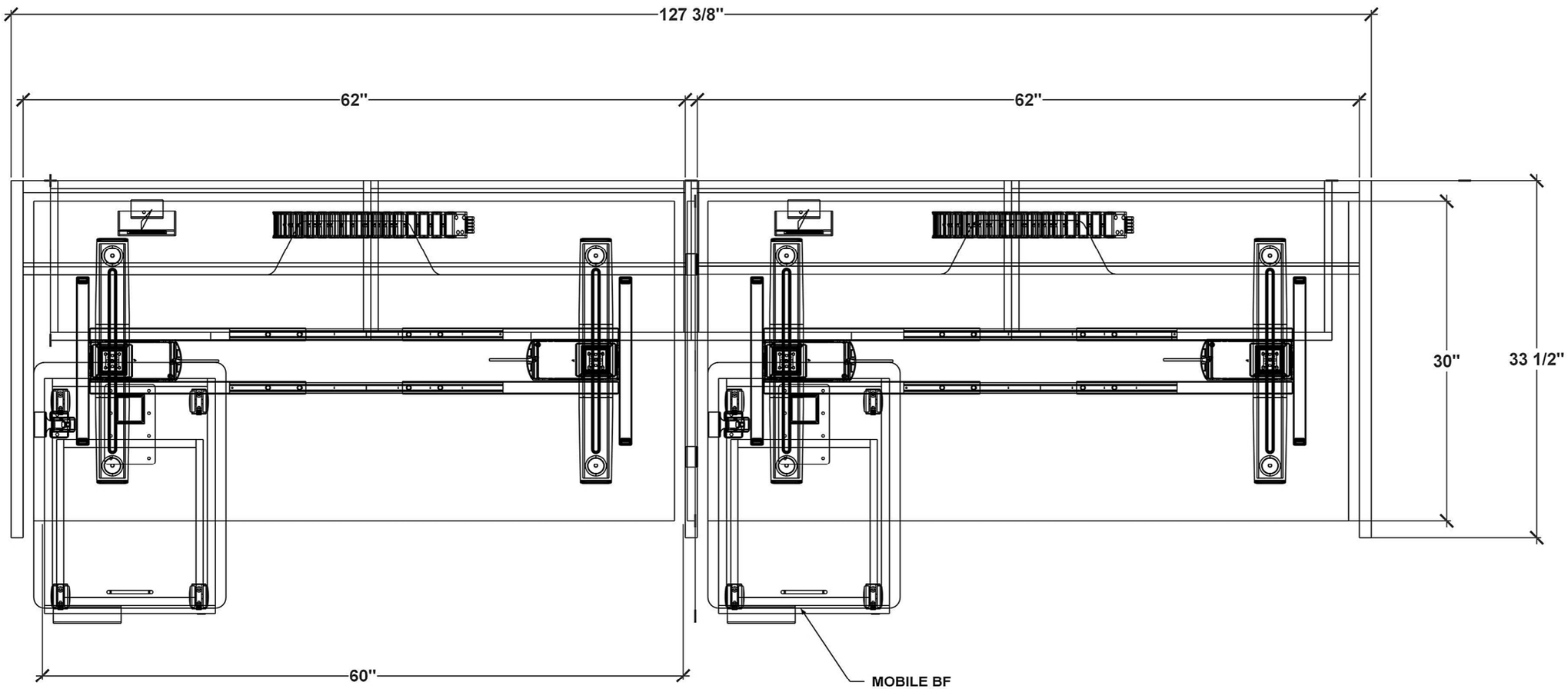


Typical 2
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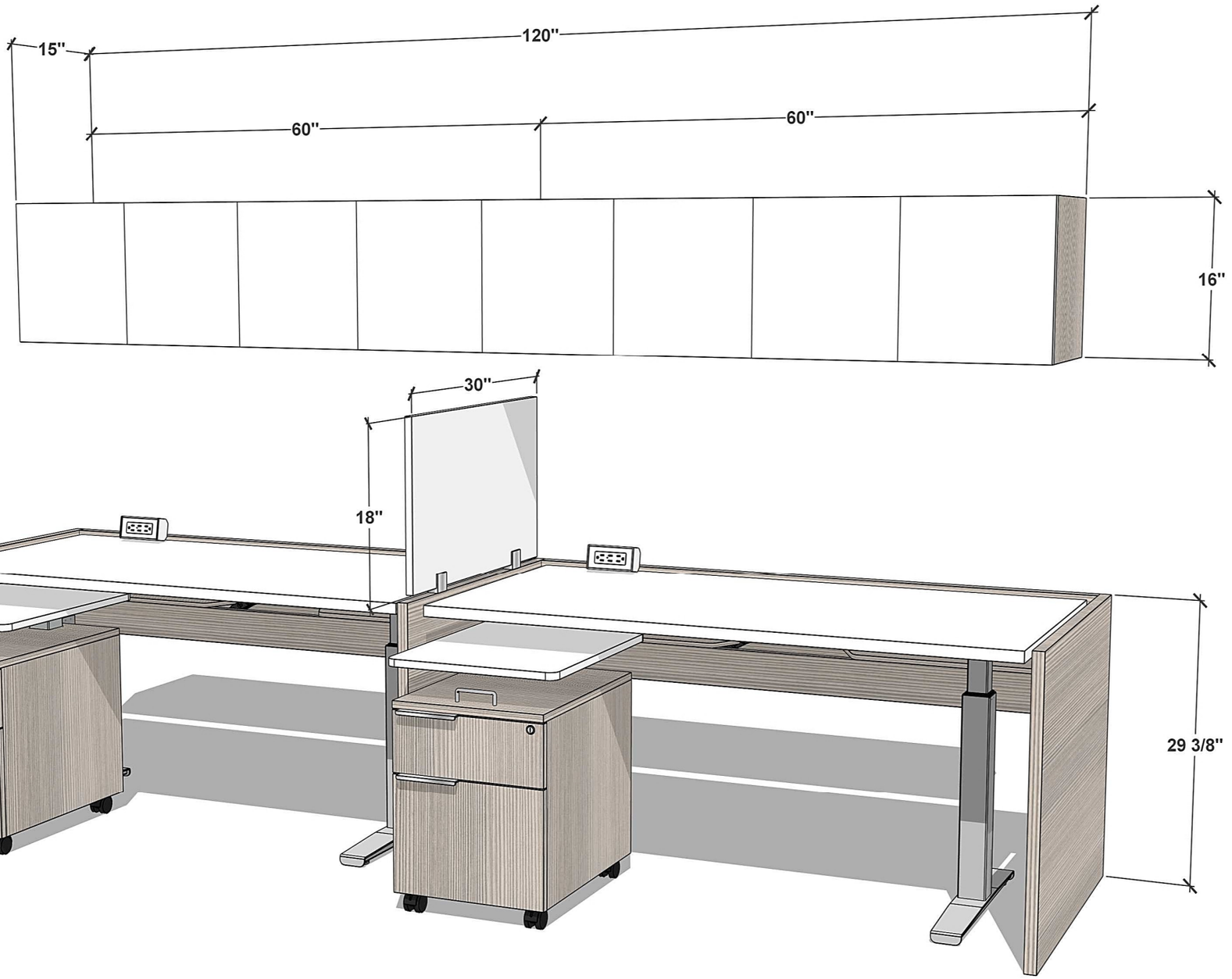


Typical 3
2-Pack Workstations

DEALER: Yamada Ent
DSR: Noah Read
DATE: 11.12.2024

PROJECT: Murrieta Library Kids Expansion
QUOTE: 2024-3182
DESIGNER: Jonah

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Typical 3
2-Pack Workstations

DEALER: Yamada Ent
DSR: Noah Read
DATE: 11.12.2024

PROJECT: Murrieta Library Kids Expansion
QUOTE: 2024-3182
DESIGNER: Jonah

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CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

J. K. Miklin, Inc. doing business as

Yamada Enterprises

CMAS NUMBER:	**4-24-08-1008**
CMAS TERM DATES:	08/06/2024 through 05/31/2027
EFFECTIVE DATE:	08/06/2024
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE TIPS CONTRACT #:	220303
BASE TIPS CONTRACT HOLDER:	Yamada Enterprises
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and design of furniture and furnishings.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the CALPIA website. A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
YAMADA ENTERPRISES
CMAS NUMBER 4-24-08-1008

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Brand-Aurora Storage Products
Brand-Estey
Brand-TMC
Brand-Worden
Furniture-Book Cart
Furniture-Chairs
Furniture-Chairs Stacking
Furniture-Circulation Desk
Furniture-Computer Worktables
Furniture-Ergonomic Seating
Furniture-Library
Furniture-Literature Racks
Furniture-Seating
Furniture-Stool
Furniture-Study Carrel
Furniture-Tables
Furniture-Work Stations
Shelving-Display
Shelving-Heavy Duty
Storage-Shelves

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, and design of furniture and furnishings.

The ordering agency must verify the products and pricing are currently available on the TIPS 220303 contract by emailing TIPS (bids@tips-usa.com) to obtain the most current pricing.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Yamada Enterprises
16552 Burke Lane
Huntington Beach, CA 92647
Attn: Parker Braverman

E-mail: parker@yamadaenterprises.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: **Jr Arroyo**
Phone: **(714) 843-9882**
E-mail: **jr@yamadaenterprises.com**
Website: **www.yamadaenterprises.com**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097193960. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.

Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

State agencies are required to obtain a GenAI Disclosure & Factsheet (STD 1000) from the Contractor prior to award.

If GenAI is disclosed by the Contractor, state agencies must follow the required GenAI purchase procedures outlined in State Contracting Manual Section 2300 (Generative Artificial Intelligence) Steps 5 through 8. State agencies must retain in their procurement file the GenAI Disclosure & Factsheet STD 1000 form and the written confirmation that the purchase may proceed.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency’s responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency’s responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.

- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific contract. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2039374 expires on 05/31/2026.

If this certification has expired, the current expiration date should be verified at Cal eProcure. The OSDS contact information can be found on the OSDS website. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

FURNITURE – PUBLIC WORKS INSTALLATION

When the installation of furniture includes attaching it to walls, floors, or ceilings, it is a Public Works contract. See pages 20 through 23 for important information regarding this topic.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 582159. This is a Class C-61 / D24 - Metal Products and C-61 / D34 - Prefabricated Equipment license that is valid through 03/31/2026.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS terms and conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
YAMADA ENTERPRISES
CMAS NUMBER 4-24-08-1008

PURCHASE AND INSTALLATION OF MODULAR SYSTEMS FURNITURE, STORAGE DEVICES, STORAGE SYSTEMS, SHELVING SYSTEMS, BOOKSTACKS, PALLET RACKS, ET CETERA GENERAL REQUIREMENTS

CONTRACTOR'S LICENSE REQUIREMENTS

Contracts that include installation or the wording "Furnish and Install" require at the time of contract award that suppliers possess a valid California State Contractor's License. If subcontractors are used, they must also possess a valid California State Contractor's License. All businesses that construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB), if the total cost (labor and materials) of the project is $500 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for contract revocation.

Suppliers who install modular systems furniture, storage devices, storage systems, shelving systems, bookstacks, pallet racks, et cetera must possess a valid C-61 (D-24) or D-34 contractor's license.

SPECIAL CONDITIONS

Prior to the commencement of performance, the contractor must obtain and provide to the State a payment bond on Standard Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the contractor.

In accordance with the provisions of Section 1773 of the Labor Code, contractor shall conform and stipulate to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials purchased under the contract.

It is the awarding agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations at www.dir.ca.gov or (415) 703-4774.

SEISMIC REQUIREMENTS

The information contained herein is to be followed for the installation of or modification to shelving systems, storage systems, bookstacks, pallet racks, et cetera.

There is no absolute guarantee for the complete safety of personnel or agency property during or after an earthquake because of the unpredictable magnitude and nature of the forces generated during a significant seismic event; however, adherence to the practices outlined herein will minimize the potential for injury to people from storage/shelving equipment during an earthquake and maximize the protection of property.

The term “seismic safety” as used herein relates to the ability of the installed shelving and their supports to resist overturning and/or collapse and, therefore, prevent injury to people and damage to property during a seismic event.

This document is limited to the support structures and bracing for shelving/storage systems. It applies to new and/or existing shelving systems in new or existing facilities.

Even though code recognizes several seismic zones in the State of California, all shelving systems purchased under this contract shall be designed for Seismic Zone 4. In addition, it shall be the responsibility of the seller/installer to identify if the facility in which the shelving system will be installed is classified as an “essential facility” (e.g., hospitals, police departments, et cetera) and provide calculations and installation procedures/instructions accordingly. Contractors who wish to furnish or furnish/install storage racks and/or floor supported cabinets and bookstacks (pallet rack systems, shelving systems, file systems, et cetera), that are greater than 5 feet in height shall be required to provide prior to installation a copy of seismic calculations demonstrating that the shelf system and its floor attachments meet the requirements of Uniform Building Code (UBC) with California Amendment, latest adoption, earthquake regulations, for Seismic Zone Number 4.

These seismic calculations shall include:

1. Manufacturer’s design calculations and structural details along with available test data substantiating compliance with the UBC as amended.

2. Structural details and seismic calculations for the floor anchorage that substantiates compliance with the UBC as amended, prepared and signed by a California registered structural or civil engineer (see Note 2 under Special Considerations).

SPECIAL CONSIDERATIONS

Worst-case stresses and deflections shall be calculated for one face of a double-faced section fully loaded and the other face empty.

Note 1
In lieu of manufacturer’s design calculations, structural details and test data, calculations and/or test procedures may be developed, prepared and signed by a California registered structural or civil engineer substantiating compliance with above referenced seismic requirement.

Note 2
For installations in hospitals, all calculations shall be prepared and signed by a California registered structural engineer only.

For the purpose of this contract, structural details and seismic calculations (or tests) are required for the floor anchorage only and for the purpose of calculations (or tests). It shall be assumed that the floor is either 6” reinforced concrete or 1 to 1 ¼ inch plywood (or similar material) requiring “through” bolts.

Floor attachment provisions for office type furniture shall be non-obtrusive and shall be consistent with the design of the cabinets, files, shelves, et cetera.

The contractor shall supply to the ordering agency drawings and calculations (or test results) approved and signed by a California registered civil or structural engineer, detailing the floor anchorage provisions and their compliance with seismic requirements.

In addition, step-by-step instructions and drawings (minimum size 8 ½ inches by 11 inches) of sufficient clarity and detail shall be supplied to the ordering agency for approval and provided with each cabinet, file, shelf, et cetera, detailing the method(s) of floor attachment required to meet seismic requirements.

The contractor shall also provide with each cabinet, file, shelf, et cetera, the hardware necessary to attach the unit to both types of flooring. As stated above, floors are assumed to be either 6-inch reinforced concrete or 1 to 1 ¼ inch plywood.

CONTRACTOR NOTE

For the purpose of this contract, installation instructions, structural details and seismic calculations are required for the floor anchorage. Contractor shall provide installation instructions, structural details and seismic calculations for installation on the following floor types:

1. 6-inch reinforced concrete, minimum 1,000 psi compressive strength on grade.
2. Above grade lightweight concrete, minimum 1,000 psi compressive strength with sufficient thickness to accept minimum imbed.
3. 1 to 1 ¼ inch floor grade plywood (or other material) on joists, 24 inch centers.

AGENCY NOTE

Agency should be aware that shelving requires seismic anchoring to the building floor.

Installation procedures will be provided for three (3) floor types only. (6-inch concrete on grade, lightweight concrete above grade, and 1 to 1 ¼ inch plywood on joist)

Agency should be aware that there are many floor designs/styles and that the above referenced seismic calculations/installation procedures do not cover all.

Installation instructions and seismic calculations for any other floor type(s) are the responsibility of the ordering agency.

MODULAR SYSTEMS FURNITURE

Agencies must adhere to the guidelines specified in Management Memo 15-05, and utilize surplus Modular Systems Furniture to the greatest extent possible. See MM 15-05 (www.dgs.ca.gov/-/media/Divisions/OSPPR/Memos/MM15_05.pdf?la=en&hash=9BBC7FC08A8F75A12FA63F4C376FF885D9F4BA4D) for the steps to be taken prior to purchasing Modular Systems Furniture from this CMAS.

Premises when completed shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in FEMA 178 or an equivalent to at least 75% of the current Uniform Building Code.

Certification of the above requirements must be provided by an independent, licensed, structural engineer at the lessor's expense.

Premises shall conform to regulations and orders of the State Department of Industrial relations and the Occupational Safety and Health Act (OSHA). Lessor shall furnish certification from the local Fire Marshal that quarters comply with the local fire regulations or Title 19 CCR, as appropriate.

Lessor shall also be responsible for all costs relative to said certification including any preliminary plan review as deemed necessary by State. If fire, safety, or health hazards are detected either before or after occupancy by State, they shall be corrected by Lessor at the Lessor's sole cost and expense.

The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these quarters. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

Placement and installation of modular systems furniture is subject to regulation by Uniform Building Code, Americans with Disabilities Act (ADA), and other codes and regulations.

It is recommended that design layouts be submitted to the local authorities for review and certification prior to purchase.

INSTALLATION COST

Please be aware that seismic installation instructions/calculations can be very expensive. Please be aware of building floor design and specific needs prior to ordering.

Any questions regarding the interpretation or implementation of the seismic requirements should be directed to the Procurement Division, Engineering Section at (916) 375-4524.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bernard Molloy, Fire Chief

PREPARED BY: Sue Ann Herring, Senior Management Analyst - Fire

SUBJECT:
Acceptance of a State of California Office of Traffic Safety Grant Award for Fire Department Vehicle Extrication Equipment

RECOMMENDATION

Adopt a Resolution No. 25-4894 entitled: *A Resolution of the City Council of the City of Murrieta, California Accepting a Grant Award through the Regional Crash Response and Extrication Improvement Program Administered by the State of California Office of Traffic Safety;*

Accept a State of California Office of Traffic Safety Program Grant Award in the amount of $120,000;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the $120,000 in grant funds and carry over any unused grant budget to Fiscal Year 2026/27; and

Authorize the Fire Chief, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designee's earlier execution of the grant agreement.

PRIOR ACTION/VOTE

On June 3, 2025, the City Council acting as the Board of Directors of the Murrieta Fire District approved Resolution MFD25-225, adopting the Fire District Operating Budget for Fiscal Year 2025/26 (Vote: 5-0).

STRATEGIC ALIGNMENT

Provide a high level of innovative public safety.

DISCUSSION

On October 8, 2025, Murrieta Fire & Rescue (MFR) was given notice it was provisionally awarded a $120,000 traffic safety grant from the State of California Office of Traffic Safety (OTS), funded by the U.S. Department of Transportation. The City Council needs to adopt the attached resolution to accept the grant. The grant performance period began on October 1, 2025, and will continue through September 30, 2026.

The grant will be used to fund the replacement of MFR's current auto-extrication equipment, which has become outdated due to modern vehicle configurations. The new tools will enhance MFR's ability to perform rescues more safely and efficiently, improving both operational effectiveness and firefighter safety. Upgraded equipment will reduce exposure to roadside hazards and ensure the department is equipped to meet the growing demands of complex emergency incidents.

The grant directly supports the department's mission to deliver exceptional public service by protecting life, property, and the environment through professional, all-risk emergency response.

FISCAL IMPACT

The OTS Program Grant requires no local match or cost share. However, as a reimbursable grant, the City must incur eligible expenses before requesting reimbursement. Hence, a budget appropriation is required to establish the grant's revenue and expenditure budgets.

Staff recommends amending the Fiscal Year 2025/26 Operating Budget to establish a revenue budget of $120,000 in the Other Federal Grant Fund (377), under Intergovernmental Revenues- State (Account 42221), and appropriate $120,000 in Safety Equipment (Account 60880).

ATTACHMENTS

1. Office of Traffic Safety Grant Agreement - (EM26005)
2. Resolution No. 25-4894

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
Murrieta

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Murrieta Fire and Rescue

5. GRANT DESCRIPTION
The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $120,000.00**
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR
NAME: Mike Lopez
TITLE: Deputy Fire Chief
EMAIL: mlopez@murrietaca.gov
PHONE: (951) 461-6152
ADDRESS: 41825 Juniper Street
Murrieta, CA 92562

Oct 7, 2025
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
ADDRESS: Bernard Molloy
Fire Chief
bmolloy@murrietaca.gov
(951) 461-6163
41825 Juniper Street
Murrieta, CA 92562

Bernard Molloy (Oct 7, 2025 16:56:19 PDT)
Oct 7, 2025
(Signature) *(Date)*

C. FISCAL OFFICIAL
ADDRESS: Sue Ann Herring
Senior Management Analyst
saherring@murrietaca.gov
(951) 461-6464
41825 Juniper Street
Murrieta, CA 92562

Sue Ann Herring
Sue Ann Herring (Oct 7, 2025 10:39:00 PDT)
Oct 7, 2025
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Stephanie Dougherty
Oct 8, 2025
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: CP6AE8VFMVR6 REGISTERED ADDRESS: 1 Town SQ CITY: Murrieta ZIP+4: 92562-7922

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402EM-26	20.600	0521-0890-101	2025	04/25	BA/25	$120,000.00

	AGREEMENT TOTAL **$120,000.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$120,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE: Carolyn Vu (Oct 7, 2025 17:37:58 PDT) — DATE SIGNED: Oct 7, 2025	TOTAL AMOUNT ENCUMBERED TO DATE **$120,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Murrieta Fire and Rescue provides rescue and emergency response services to the City of Murrieta – a community of about 116,000 located in Riverside County, California. The population of Murrieta, and of South Riverside County, is one of the fastest growing in the nation, increasing by 7% annually since 2014. Murrieta also experiences great seasonal population fluctuations due to its expanding wine tourism industry. In 2019, the region welcomed approximately 3.14 million visitors. Post-pandemic figures indicate a resurgence, with about 3.2 million visitors in 2022 – a 28% increase from 2.5 million in 2021. This upward trend continued into 2023, with the region attracting around 3.3 million visitors, marking a 3.7% increase over 2022. Despite these extreme population increases and fluctuation, the emergency response services have not been able to expand at a proportional rate to the community's overall need due both to budgeting constraints and the devastating impact of Covid-19 on the region. The need for increased emergency response services will be even more acute in 2025 as the tourism industry continues to recuperate from the impacts of Covid-19.

The region is also at extreme heightened wildfire risk, especially given the ongoing severe drought conditions in Riverside County. Murrieta is bordered by Cleveland National Forest to the East, placing it in high proximity to dense areas of brush or scrub and increasing its risk of wildfires. In September 2019, for example, the City was impacted by the Tenaja Fire that burned over 2,000 acres in the hillsides in and along the City boundary. MFR has also dispatched strike teams to many of the historically intense and large wildfires that have erupted throughout the state and regionally in Southern California in recent years, including the Camp Fire in 2018 that was the deadliest and most destructive wildfire in California's history, and numerous fires throughout 2020. Most recently – on January 23, 2025 – a house fire broke out and quickly grew into a brush fire (the Fig Fire), further emphasizing the ongoing wildfire risk faced by the City.

MFR provides mutual aid and frequently coordinates training with the Pechanga Fire Department (Band of San Luiseño Indian reservation). MFR also provides and receives automatic aid to/from CALFIRE, with whom all cities bordering Murrieta contract for fire protection services. Additionally, MFR participates in the statewide mutual aid system and hosts a State Office of Emergency Services Type III fire engine, which is used on statewide responses. MFR further provides tactical paramedic program to the Murrieta Police Department SWAT team and is active with specialized teams, including trench rescue, confined space rescue, swift water rescue, USAR Task Force 6 and Riverside County's first Arson Investigation Task Force.

The Murrieta Fire Department's (MFD) mission is to provide unparalleled customer service by safely and efficiently preserving life, property, and the environment through competent, all-risk emergency response, disaster preparedness, training, prevention, and public education for those who live, work, visit, and invest in our community. This mission is demonstrated through the Department's motto be to "neighbors helping neighbors." However, upholding this mission requires additional financial assistance.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The current auto extraction toolset MFR relies on has become outdated due to modern vehicle configurations. With nine crashes between 2022 and 2024 requiring the extrication of crash victims, any delay in obtaining a new suite of extrication tools puts the entirety of the target population at risk. Newer vehicles on the road are often built from high-strength steel and advanced materials. This in turn requires up-to-date, stronger extrication tools to ensure effective and safe operations. Outdated equipment delays rescues, thereby increasing the risk of injury or death for trapped victims. Delayed rescues or extended response times due to poor extrication equipment also increases roadway closures, traffic congestion, and the potential for secondary crashes caused by inattentive drivers near crash scenes. Another important upshot of acquiring updated extrication tools is the safety of MFR first responders. More suitable equipment would ensure that first responders can operate efficiently and safely, reducing their exposure to roadway dangers.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Murrieta Fire & Rescue (MFR) serves the entirety of the City of Murietta and their nearly 114,000 residents. The target population this grant intends to serve includes all residents and visitors who travel through the municipality, whether as drivers, passengers, or pedestrians. Having an Automatic Aid agreement with the joint Cal Fire/Riverside County Fire Department and mutual aid agreements with the Corona and Pechanga Fire Departments, MFR also serves the residents throughout the region and State as a whole. This broad target population emphasizes the Fire & Rescue Department's readiness to respond effectively to crashes.

The sum total of the target population is directly affected by traffic crashes, low visibility of emergency response vehicles, and the risk of compromised extrication response due to outdated equipment. Life-saving vehicle extrication equipment will help MFR protect this large target population and lessen the likelihood of severe injury and death resulting from traffic crashes.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Develop Memorandums of Understanding (MOUs) with recipient agencies which contain the following: a list and description of equipment; an explanation of the submission of data collection and quarterly reporting; the responsibility of maintaining equipment; and the reporting of the fair market value of equipment every other year.	1
3. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	2
4. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	1
5. Train firefighters in the use of the new equipment.	63
6. Conduct traffic safety presentations with an effort to reach persons and communities.	4
7. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	4
8. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	4
9. Station #2 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 22 minutes to 14 minutes.	14
10. Station #1 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 22 minutes to 14 minutes.	14

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-26	20.600	State and Community Highway Safety	$120,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Fully Equipped Extrication System	402EM-26	$50,000.00	2	$100,000.00
Combi-tool	402EM-26	$20,000.00	1	$20,000.00
Category Sub-Total				$120,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$120,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Fully Equipped Extrication System-Fully equipped extrication systems are generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents as well as edraulic tools. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired.
Combi-tool-Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	EM26005
Agency Name:	Murrieta Fire and Rescue
Grant Title:	Regional Crash Response and Extrication Improvement Program
Agreement Total:	$120,000.00
Authorizing Official:	Bernard Molloy
Fiscal Official:	Sue Ann Herring
Grant Director:	Mike Lopez

CURRENT GEMS USER(S)

1. Mike Lopez
Title: Deputy Fire Chief
Phone: (951) 461-6152
Email: mlopez@murrietaca.gov
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☑ Remove Access ☐	Add as a media contact? Yes ☐ No ☑
Sue Ann Herring Name	Senior Management Analyst Job Title
saherring@murrietaca.gov Email address	951-461-6464 Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: [signature]	Date: Oct 7, 2025
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
[signature] Signature	Mike A Lopez Name
Oct 7, 2025 Date	Grant Director Title

Grant Agreement - EM26005

Final Audit Report 2025-10-08

Created:	2025-10-03
By:	Elsie Machado (elsie.machado@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6m3MI81EoY-wu9_5EUzghYoonUSGmbCl

"Grant Agreement - EM26005" History

Document created by Elsie Machado (elsie.machado@ots.ca.gov)
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Document emailed to mlopez@murrietaca.gov for signature
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Signer mlopez@murrietaca.gov entered name at signing as Mike A Lopez
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Document e-signed by Mike A Lopez (mlopez@murrietaca.gov)
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Signer mlopez@murrietaca.gov entered name at signing as Mike A Lopez
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Document e-signed by Mike A Lopez (mlopez@murrietaca.gov)
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RESOLUTION NO. 25-4894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACCEPTING A GRANT AWARD THROUGH THE REGIONAL CRASH RESPONSE AND EXTRICATION IMPROVEMENT PROGRAM ADMINISTERED BY THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY AND AMENDING THE FISCAL YEAR 2025/26 OPERATING BUDGET TO ALLOCATE AND APPROPRIATE THE GRANT FUNDS

WHEREAS, the City of Murrieta, through its Murrieta Fire and Rescue Department ("City"), is committed to improving emergency response and extrication times at traffic collision scenes to enhance survivability; and

WHEREAS, the State of California Office of Traffic Safety, through the Regional Crash Response and Extrication Improvement Program ("Program"), provides grant funding to local and regional fire agencies for the purchase of modern extrication equipment to improve crash response outcomes; and

WHEREAS, the City has been awarded $120,000 in grant funding from the Program for the period beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the grant funds will enable Murrieta Fire and Rescue to acquire new extrication equipment to replace outdated tools, enhancing operational efficiency and responder safety during emergency incidents; and

WHEREAS, acceptance of this grant requires the City's compliance with all applicable federal and state grant terms and conditions; and

WHEREAS, the City Council of the City desires to accept the Program grant funds.

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

Section 1. The City Council hereby accepts the grant award of $120,000 from the Regional Crash Response and Extrication Improvement Program, administered by the State of California Office of Traffic Safety.

Section 2. The Fiscal Year 2025/26 Operating Budget, as adopted by Joint Resolution No. 25-4837 et al., is hereby amended to include receipt of $120,000 in grant revenue and corresponding appropriation of $120,000 in the budget for the purchase of extrication equipment.

Section 3. The prior execution of the grant agreement by the Fire Chief, or his designee, is hereby ratified and the Fire Chief, or his designee, is authorized to administer the grant and execute any other documents necessary to implement the program in accordance with the grant requirements.

Section 4. That the City shall comply with all terms and conditions of the grant agreement as set forth by the State of California Office of Traffic Safety.

PASSED AND ADOPTED this 18th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4894 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 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:

RECUSAL:

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT:
Acceptance of a Grant from the Office of Traffic Safety Department of Alcoholic Beverage Control

RECOMMENDATION

Adopt Resolution No. 25-4895 entitled: *A Resolution of the City Council of the City of Murrieta, California Accepting a Grant through the Alcohol Policing Partnership Administered by the Department of Alcoholic Beverage Control*; and

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

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

The Murrieta Police Department has been awarded a grant from the Office of Traffic Safety (OTS) Department of Alcoholic Beverage Control (ABC). This grant is funded by the National Highway Traffic Safety Administration, with a total award of $26,000, to be used exclusively for officer overtime.

The purpose of the grant is to support the implementation of alcohol enforcement programs, including:

- **Minor Decoy Program** - Targets licensees who illegally sell alcohol to minors, in accordance with Section 25658(f) of the Business and Professions Code and Rule 141 of the California Code of Regulations.
- **Shoulder Tap Program** - Targets adults who furnish alcohol to minors near retail alcohol outlets.
- **IMPACT Program (Informed Merchants Preventing Alcohol-Related Crime Tendencies)** - Educates licensees to voluntarily maintain compliance and improve public safety at licensed premises.
- **Holiday Enforcement Operations** - Focuses on high-risk holidays (e.g., Halloween, Thanksgiving,

New Year's Eve, St. Patrick's Day, Cinco de Mayo, Memorial Day, and Fourth of July) to deter underage drinking and alcohol-related incidents.

These programs aim to reduce youth access to alcohol, prevent underage drinking, and decrease alcohol-related crashes and incidents. This grant will enhance the Department's ability to reduce alcohol-associated offenses and improve community safety without impacting the General Fund.

FISCAL IMPACT

Staff recommends that the City Council amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funds in a special revenue fund.

There is no local fund match or cost-share requirement for this grant. This is a reimbursable grant, meaning the City must incur the expenditure prior to requesting reimbursement.

ATTACHMENTS

1. Grant Agreement
2. Resolution No. 25-4895

SCO ID: 2100-26OTS112

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-OTS112	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	3
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	4
+ -	Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Murrieta through the Murrieta Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2 Town Square	Murrieta	CA	92562

PRINTED NAME OF PERSON SIGNING	TITLE
Matt Henry	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive, Suite 100	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both "On-Sale" and "Off-Sale" licensed establishments within the operations period of the grant.

- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

  Holidays shall be defined as:
  - Halloween – Friday, October 31 to Sunday, November 2, 2025
  - Thanksgiving – Wednesday, November 26 to November 30, 2025
  - New Year's Eve – Wednesday, December 31, 2025
  - St. Patrick's Day – Friday, March 13 to Tuesday, March 17, 2026
  - Cinco de Mayo – Friday, May 1 to Tuesday, May 5, 2026
  - Memorial Day Weekend – Friday, May 22 to Monday, May 25, 2026
  - 4th of July – Friday, July 3 to Sunday, July 5, 2026

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

- Establish and implement a coordinated effort between contactor and ABC, and acknowledges no operations will be conducted until after the contractor's representative has completed training conducted by ABC.

- Issue press releases as follows:
  - To announce the start of the program
  - At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy).
  - At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
  - At the conclusion of each IMPACT operation held.

- Email each press release to the Department's Public Information Office, pio@abc.ca.gov as soon as it is released.

- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."

- Complete and submit bi-monthly reports, in a format designed by ABC due no later than the following:
  - On or before January 15, 2026 (with results of operations October, November & December 2025)
  - On or before March 15, 2026 (with results of operations January & February 2026)
  - On or before May 15, 2026 (with results of operations March & April 2026)
  - On or before July 15, 2026 (with results of operations May & June 2026)
  - On or before September 15, 2026 (With results of operations July & August 2026)

- Submit an Executive Summary as part of the final report due on or before September 15, 2026. The summary shall contain the following:
  - An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.
  - Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.
  - Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
  - Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
  - Disclaimer – The final report shall include the following: "*The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."*
  - Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2025 through August 31, 2026

Project Representatives

The project representatives during the term of this agreement will be:

Murrieta Police Department	Alcoholic Beverage Control
Sgt. Brent Sforzini	Diana Fouts-Guter, Grant Coordinator
2 Town Square	3927 Lennane Drive, Suite 100
Murrieta, CA 92562	Sacramento, CA 95834
(951) 219-4823	(916) 928-9807
bsforzini@murrietaca.gov	Diana.fouts-guter@abc.ca.gov

Murrieta Police Department	Alcoholic Beverage Control
Dawnn Jackson	Kristine Okino, Grant Fiscal Analyst
2 Town Square	3927 Lennane Drive, Suite 100
Murrieta, CA 92562	Sacramento, CA 95834
(951) 461-6321	Kristine.okino@abc.ca.gov
djackson@murrietaca.gov	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT

- For services satisfactorily rendered, and upon receipt and approval of services, Alcoholic Beverage Control agrees to compensate for approved reimbursable costs of personnel overtime and benefits (actual cost) and travel.

- Invoices shall clearly reference the agreement number 26-OTS112 and must not exceed the total authorized contract amount of $26,000. Invoices shall be submitted on a bi-monthly basis, on the prescribed form designed by ABC.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

- This grant is only for overtime compensation on approved operations and travel for training held on October 16, 2025 only.

- In accordance with State of CA travel policy, agencies are eligible to receive reimbursement for travel expenses incurred for training on October 16, 2025. https://www.calhr.ca.gov/about-calhr/divisions-programs/benefits/travel-reimbursements/

- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.

- Contractor understands in order to eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2025 and on or before the project termination date, August 31, 2026.

- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section

12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code),arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter ,the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to over charges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a)the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within

such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

Contractor Certifications: By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

RESOLUTION NO. 25-4895

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA ACCEPTING A GRANT THROUGH THE ALCOHOL POLICING PARTNERSHIP ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL AND AMENDING THE FISCAL YEAR 2025/26 OPERATING BUDGET TO ALLOCATE AND APPROPRIATE THE GRANT FUNDS

WHEREAS, The City of Murrieta ("City") desires to undertake a certain project committed to reducing alcohol-related traffic incidents and enhancing public safety through proactive enforcement, education, and community engagement to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC).

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

Section 1. That the Chief of Police of the City is authorized to execute on behalf of City, the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

Section 2. That any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

Section 3. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Section 4. That this award is not subject to local hiring freezes.

Section 5. That the Fiscal Year 25/26 Operating Budget, as adopted by Joint Resolution No. 25-4837 is amended by allocating an increase of $26,000.00 to the Police Department budget revenue account number 42222 and various expense accounts (i.e., overtime, travel, equipment, and other direct cost) under general ledger key 3550030, and approving expenditure of the same for the purposes stated in the Grant.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____

Tiffany Israel, City Attorney

I, Cristal McDonald, City Clerk of the City of Murrieta, California, hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the City Council on the 18th day of November, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT:
Approve an Agreement with American Emergency Products for Police Vehicle Equipment Installation Services

RECOMMENDATION

Approve a five year on-call agreement with American Emergency Products for Police Vehicle Equipment Installation Service; and

Authorize the City Manager to execute the Agreement.

PRIOR ACTION/VOTE

On December 15, 2020, the City Council approved an agreement with American Emergency Products for police vehicle equipment installation services and adopted Resolution No. 20-4345, authorizing entering into agreements with Johnson Equipment Company and American Emergency Products for police vehicle equipment installation services (Vote: 4-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

When the Police Department purchases new patrol vehicles, they are delivered without the necessary emergency equipment. This includes essential components such as emergency lights, sirens, prisoner seats, push bumpers, two-way radio systems, rifle racks, and other specialized gear. These items must be purchased and installed separately by companies that specialize in public safety vehicle equipment and installation services.

In October 2020, the City issued a formal Request for Proposals (RFP) to secure a qualified vendor for the upfitting of police vehicles. The goal of the RFP was to identify a vendor capable of providing professional installation and integration of emergency and operational equipment that meets Police Department specifications.

Following a competitive bidding process, American Emergency Products (AEP) was selected as one of the two most responsive and responsible bidders. As a result, the City entered into a five-year agreement with AEP, covering the period from December 2020 to December 2025.

Since the start of the contract, AEP has consistently provided high-quality, reliable upfitting services. Their technical expertise, understanding of department standards, and efficient turnaround times have ensured that police vehicles are fully equipped and ready for deployment in a timely manner.

The term of the proposed agreement with AEP is from December 2025 through December 2030. During the course of this term, the Police Department will need to upfit approximately 51 police vehicles on an on-call, as-needed basis.

AEP was also awarded a contract by the City of Chula Vista through a competitive bidding process.

Section 3.08.295 of the Municipal Code authorizes the City to join with other public and quasi-public agencies in a cooperative purchasing program for the purchase of supplies, services, and/or equipment from a vendor at a price established by another public agency when the other agency has made its purchase in a competitive manner. Staff has confirmed that the public safety vehicle equipment installation services needed and the associated agreement (City of Chula Vista, Attachments 2, 3, and 4) complies with the Municipal Code provisions.

FISCAL IMPACT

Funding is available in the City's Vehicle Replacement Fund Operating Budget account 7158200-71060 for professional installation and integration of emergency and operational equipment.

ATTACHMENTS

1. Agreement with American Emergency Products
2. Chula Vista Agreement with American Emergency Products
3. Chula Vista Agreement Extension
4. Chula Vista Resolution

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

Project Name/Description ("**Project**"):Police Vehicle Outfitting Services

Contract Number:Click or tap here to enter text.

Contractor Name ("**Contractor**"):American Emergency Products, A California Corporation doing business as AEP-California LLC

Contractor Business Type:Limited Liability Company (LLC)

Contractor Address:10729 Wheatlands Ave., Suite C, Santee, CA 92071

Contractor Representative Name and Title ("**Contractor Representative**"):Patrick Trampus, Sales Manager

Contractor Representative Work Phone and Email:(619) 596-1925 - Patrick.trampus@aep-na.com

Termination Date: December 30, 2030

Total Not-To-Exceed Contract Amount ("**Contract Sum**"):$3,000,000

City Department Contact ("Department Contact"):Dawnn Jackson, Management Analyst

Department Contact Work Phone and Email:(951) 461-6321, djackson@murrietaca.gov

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

RECITALS

The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

Contractor submitted a quote or proposal to City to provide the above-described services.

City Staff has reviewed all the proposal and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

Click or tap here to enter text.

AGREEMENT FOR GENERAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into and effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and ("**Contractor**"). City and Contractor 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 CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor 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, Contractor 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) Contractor shall follow the highest 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 Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal. The Scope of Services shall include the scope of services or work included in Contractor'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 Contractor'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 Contractor to comply with this Section.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. Contractor 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

Contractor'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, Contractor represents and warrants Contractor: 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, Contractor 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 Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Contractor acknowledges that City is relying on this representation by Contractor 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, Contractor 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 Contractor 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 Contractor wishes to receive payment, no later than the first business day of such month, Contractor 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, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor 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 Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor 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 upon the Effective Date set forth above 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. Contractor 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Contractor. The Contractor Representative is authorized to act on Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement.

City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity 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 Contractor, or any surety or insured of Contractor, 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 Contractor's indemnification obligation to City, Contractor 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. Contractor 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 performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor 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) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor 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. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor 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. Contractor 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.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Contractor 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. Contractor shall fully cooperate with City in providing access to any and all Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents and materials for its own use. Contractor 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 Contractor in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Contractor, 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 Contractor immediately gives City notice of such court order or subpoena. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Contractor shall immediately notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding; and, c) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, 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 Contractor 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 Contractor, except that where termination or

suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor 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, Contractor 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 Contractor and Opportunity to Cure. In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor 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 Contractor'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 Contractor. If termination is due to the failure of Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

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, Contractor 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, Contractors' 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 Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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:

Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONTRACTOR:

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

By: _____
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Date:

By: _____
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call Basis:

A. General Description:
Contractor/Service Provider Will Provide Vehicle Outfitting Services to the Police Department

B. Detailed Description:
Attachment A outlines the pricing specifications for the vehicle outfitting services.

Delivery Instructions
Vehicle shall be delivered complete and ready for operation. Contractor/Service Provider requests 8 weeks of advance notice by the City for new vehicle installations. This advance notice is to allow Contractor/Service Provider to schedule labor resources and procure all necessary components for installation. Most equipment manufacturers require 4-6 weeks for product lead times. Advance notice by the City will avoid delays in the vehicle production.

Once installation has commenced, it will take approximately 5-7 working days to complete, based on the complexity and labor requirement.

FOB Point
Prices quoted shall be FOB Destination to the City at the Address set forth in the Agreement.

II. Contractor 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. Contractor 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. Contractor 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, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

Click or tap here to enter text.

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

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

Click or tap here to enter text.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Click or tap here to enter text.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor 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 Contractor 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 the Agreement shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

IV. Contractor's billing rates for any Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Contractor upon City's receipt of a written invoice provided by Contractor no more than monthly. City will pay Contractor for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Contractor 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 Contractor must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

II. Contractor shall deliver all tangible work products to the City by the dates provided in the relevant Task Order.

III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor 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 Contractor, 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 Contractor 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 Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor 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.

If the Contractor 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 Contractor. 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 Contractor 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 Contractor'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 Contractor**'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 Contractor'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 Contractor 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 Contractor'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
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor 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 Contractor'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

Contractor 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)

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CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH AMERICAN EMERGENCY PRODUCTS
TO PROVIDE VEHICLE OUTFITTING SERVICES FOR THE POLICE DEPARTMENT

This Agreement is entered into effective as of February 15, 2022 ("Effective Date") by and between the City of Chula Vista, a chartered municipal corporation ("City") and **American Emergency Products**, A California Corporation doing business as AEP-California LLC ("Contractor/Service Provider") (collectively, the "Parties" and, individually, a "Party") with reference to the following facts:

RECITALS

WHEREAS, on December 21, 2021, the City issued Request for Bid (RFB) #B09-22/23 to seek bids from vendors who can provide vehicle outfitting services for the Police Department; and

WHEREAS, City staff conducted a thorough review to determine whether the bid conformed to the solicitation and was considered to be in the best interest of the City, regarding price, experience and service delivery; and

WHEREAS, Contractor/Service Provider was selected because it is the only qualified vendor to meet the Police Department's vehicle outfitting requirements; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

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NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the "Deliverables" (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the "Required Services."

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services ("Additional Services"). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, "Additional Services" shall also become "Required Services" for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

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1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

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shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

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3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

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4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

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5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

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6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

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Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

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including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

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SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

AMERICAN EMERGENCY PRODUCTS

DocuSigned by:
Patrick Trampus
CCCAEE6F101542F...

BY: _____
PATRICK TRAMPUS
SALES MANAGER

CITY OF CHULA VISTA

DocuSigned by:
Maria Kachadoorian
F4BB5CABC5014C0...

BY: _____
MARIA V. KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:
Carol Trujillo
A21F5789ABB74ED...

BY: _____ for
Glen R. Googins
City Attorney

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EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contacts for Contract Administration and Legal Notice

A. City Contract Administration:
Jonathan Alegre, Police Administrative Services Administrator
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910
(619) 476-2570
jalegre@chulavistapd.org

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:
AMERICAN EMERGENCY PRODUCTS
10729 Wheatlands Ave., Suite C
Santee, CA 92071
(619) 596-1925
Patrick.trampus@aep-na.com

For Legal Notice Copy to:
Patrick Trampus, Sales Manager, same as above

2. Required Services

A. General Description:
Contractor/Service Provider Will Provide Vehicle Outfitting Services to the Police Department

B. Detailed Description:
Attachment A outlines the pricing specifications for the vehicle outfitting services.

Delivery Instructions
Vehicle shall be delivered complete and ready for operation. Contractor/Service Provider requests 8 weeks of advance notice by the City for new vehicle installations. This advance notice is to allow Contractor/Service Provider to schedule labor resources and procure all necessary components for installation. Most equipment manufacturers require 4-6 weeks for product lead times. Advance notice by the City will avoid delays in the vehicle production.

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Once installation has commenced, it will take approximately 5-7 working days to complete, based on the complexity and labor requirement.

Contractor/Service Provider will meet or exceed the City's requirement for three (3) vehicles per week when proper advance notice has been provided.

FOB Point
Prices quoted shall be FOB Destination.
City of Chula Vista
Attention: Fleet Manager
Public Works/Fleet Operations
1800 Maxwell Rd.
Chula Vista, CA 91911

Firm Prices
Prices shall remain firm for outfitting of vehicles specified for the initial agreement period of February 15, 2022 to February 14, 2023. This agreement can be extended for additional four (4) one-year options. (See Section 5 below.) Price increases to be agreed upon during annual renewal. Increase based upon current San Diego CPI and capped at a maximum 5%.

Payment Terms
Terms: Net 30 days

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin February 15, 2022 and end on February 14, 2023 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

☒ Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated in Attachment A.

B. Reimbursement of Costs

☒ None, the compensation includes all costs.

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through February 14, 2027 shall not exceed $3,000,000.

5. Special Provisions:

☒ Permitted Sub-Contractor/Service Providers: None.

☒ Security for Performance: None.

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☒ Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for four (4) additional terms, defined as a one-year increment or February 15 to February 14**.** The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to current San Diego CPI and capped at a maximum 5% for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

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EXHIBIT B
INSURANCE REQUIREMENTS

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
☒	General Liability: Including products and completed operations, personal and advertising injury	$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 **Must be primary and must not exclude Products/Completed Operations*
☒	Automobile Liability	$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
☒	Workers' Compensation Employer's Liability	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: None.

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EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act[1] and the Chula Vista Conflict of Interest Code[2] ("Code") require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.[3]

☒ A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore EXCLUDED[4] from disclosure.

☐ B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	***Email Address***	***Applicable Designation***
		☐ **A. Full Disclosure** ☐ **B. Limited Disclosure** *(select one or more of the categories under which the Contractor shall file):* ☐ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. Justification: ☒ **C. Excluded from Disclosure**

1. Required Filers
Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of "Contractor/Service Provider," pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines
Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation
The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure, limited disclosure,* or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor's requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Jonathan Alegre

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.
2 Chula Vista Municipal Code §§2.02.010-2.02.040.
3 Cal. Gov. Code §§53234, *et seq.*
4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an "individual" who participates in making a governmental decision; "individual" does not include corporation or limited liability company).

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Attachment "A" Pricing Sheet
Police Vehicle Outfitting - Ford Explorer (Interceptor)

#	Manufacturer Part #	Outfitter Part #	Description	Patrol QTY	K9 QTY	Sgt QTY	Unit Price	Patrol Ext.	K9 Ext.	Sgt. Ext.
Emergency Lighting and Siren System										
1	ENGCC01243		bluePRINT Central Controller 3.0	1	1	1	$ 390.00	$ 390.00	$ 390.00	$ 390.00
2	ENGSA07152		bluePRINT 480 Series Siren Module, 200 Watt	1	1	1	$ 415.00	$ 415.00	$ 415.00	$ 415.00
3	ENGCP18001		bluePRINT Siren Control Panel w/Push Button	1	1	1	$ 173.00	$ 173.00	$ 173.00	$ 173.00
4	ENGND04101		bluePRINT Remote Node, 10-Outputs, 4-Inputs	1	1	1	$ 217.00	$ 217.00	$ 217.00	$ 217.00
5	ENGLMK008		bluePRINT Mini Link OBD2 Module, Multi Ford PI Utility.	1	1	1	$ 298.00	$ 298.00	$ 298.00	$ 298.00
6	ENGSYMD01		bluePRINT SYNC Module w/Antenna	1	1	1	$ 242.00	$ 242.00	$ 242.00	$ 242.00
7	B07PPLK8L4		RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP	1	1	1	$ 20.00	$ 20.00	$ 20.00	$ 20.00
8	2122		Cat5 Cable, 3',Blue, Ext BOB to Splitter/Central	1	1	1	$ 5.00	$ 5.00	$ 5.00	$ 5.00
9	3711		Cat5 Cable, 3', Pink, 480 Siren Amp to Central	1	1	1	$ 5.00	$ 5.00	$ 5.00	$ 5.00
10	S249-3200		Under Hood Remote Node Mounting Bracket, Ford Utility	1	1	1	$ 28.60	$ 28.60	$ 28.60	$ 28.60
11	EMPLB00214-035		SoundOff mPower 55" Exterior Light Bar for 2020+ Ford Util. -Dual Color Corners (R/W Driver, B/W Pass) -California Steady Red -Front Facing Dual Color Modules (R/W driver, B/W Pass) -Rear Facing Dual Color Modules -LED Alley/Scene Lighting -Rear "Brake with Warn" Function -Hook Mount Kit for 2020+ Ford Utility	1	1	1	$ 2,350.00	$ 2,350.00	$ 2,350.00	$ 2,350.00
12	ETSS100J5		100L Series Pro. Speaker w/ Universal Bail Bracket-100 WATT	2	2	2	$ 182.00	$ 364.00	$ 364.00	$ 364.00
13	ELUC3H010D		Univ. Undercover LED Insert, Red/White (Driv. Headlight)	1	1	1	$ 80.00	$ 80.00	$ 80.00	$ 80.00
14	ELUC3H010E		Univ. Undercover LED Insert, Red/White (Pass. Headlight)	1	1	1	$ 80.00	$ 80.00	$ 80.00	$ 80.00
15	PLUCTCL1		Twist-In UC LED Collar Kit	4	4	4	$ 3.00	$ 12.00	$ 12.00	$ 12.00
16	ELUC3H010B		Univ. Undercover LED Warning Light Insert, Blue (Tail Lights)	2	2	2	$ 80.00	$ 160.00	$ 160.00	$ 160.00
17	ENT3B3D		Intersector LED Under Mirror Warning Light, Red/White	2	2	2	$ 180.00	$ 360.00	$ 360.00	$ 360.00
18	ENT3B3E		Intersector LED Under Mirror Warning Light, Blue/White	2	2	2	$ 180.00	$ 360.00	$ 360.00	$ 360.00
19	ENFRMS3(D)		nForce LED, D12, Red/White, Replacement Module	1	1	1	$ 95.00	$ 95.00	$ 95.00	$ 95.00
20	ENFRMS3(E)		nForce LED, D12, Blue/White, Replacement Module	1	1	1	$ 95.00	$ 95.00	$ 95.00	$ 95.00
21	PMP2BKUMB4		Under Mirror Bracket, mPower/Intersector, 20+ Utility	2	2	2	$ 40.00	$ 80.00	$ 80.00	$ 80.00
22	EMPS2STS4D		mPower Fascia LED, Stud Mount, 12 LED R/W (Rear 1/4 Driv)	1	1	1	$ 119.00	$ 119.00	$ 119.00	$ 119.00
23	EMPS2STS4E		mPower Fascia LED, Stud Mount, 12 LED B/W (Rear 1/4 Pass)	1	1	1	$ 119.00	$ 119.00	$ 119.00	$ 119.00
24	PMP2WSSSB		4" mPower 25-90* Glass Mount/Shroud (Rear 1/4 Glass)	2	2	2	$ 9.25	$ 18.50	$ 18.50	$ 18.50
25	EMPS2QMS4J		mPower Fascia LED, Quick Mount, 12 LED R/B (License Plate)	2	2	2	$ 119.00	$ 238.00	$ 238.00	$ 238.00
26	EMPS2STS5RBW		mPower Fascia LED, Stud Mount, 18 LED,	2	2	2	$ 132.00	$ 264.00	$ 264.00	$ 264.00
27	PMP2RS101		Under Spoiler Bracket Set, 1-Module, 2020+ Utility	1	1	1	$ 40.00	$ 40.00	$ 40.00	$ 40.00
28	EMPS1SLS1R		mPower 3" Stud Mount, 4 LED Red (Lift Gate Open-Driver)	1	1	1	$ 72.00	$ 72.00	$ 72.00	$ 72.00
29	EMPS1SLS1B		mPower 3" Stud Mount, 4 LED Blue (Lift Gate Open-Pass)	1	1	1	$ 72.00	$ 72.00	$ 72.00	$ 72.00
Vehicle Protection										
1	BC0523ITU20		PB450-LR Push Bumper, SoundOff nForce/Intersector	1	1	1	$ 465.00	$ 465.00	$ 465.00	$ 465.00

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Attachment "A" Pricing Sheet
Police Vehicle Outfitting - Ford Explorer (Interceptor)

Electrical System										
1	PP-PF2-BP-001-A	Patrol Power Plug-n-Play Harness - Primary	1	1	1	$ 1,599.00	$ 1,599.00	$ 1,599.00	$ 1,599.00
2	PP-UF2-BP-001-A	Patrol Power Plug-n-Play Harness - Under Hood	1	1	1	$ 299.00	$ 299.00	$ 299.00	$ 299.00
3	PP-BU1-SO-001-A	Patrol Power Plug-n-Play Harness - Bumper	1	1	1	$ 118.00	$ 118.00	$ 118.00	$ 118.00
4	PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, '20+ Utility	1	1	1	$ 140.00	$ 140.00	$ 140.00	$ 140.00
5	PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, '20+ Utility	1	1	1	$ 52.00	$ 52.00	$ 52.00	$ 52.00
6	ECVDMLTST4G	Universal LED Interior Dome Light (UCG/Rear Passenger Int)	2	2	2	$ 26.00	$ 52.00	$ 52.00	$ 52.00
7	ECVDMLTAL00	LED Dome Light, Red/White, Universal (Lift Gate & Interior)	2	2	1	$ 62.00	$ 124.00	$ 124.00	$ 62.00
8	491-SC36MP	Compact Foot Switch w/Mounting Plate	1	1	1	$ 45.00	$ 45.00	$ 45.00	$ 45.00
9	AEP-SW-IDLE	Switch, Idle Security, Off-On	1	1	1	$ 15.00	$ 15.00	$ 15.00	$ 15.00
10	AEP-SW-DOME1	Switch, Rear Dome Light, Off-On	1	1		$ 15.00	$ 15.00	$ 15.00	$ -
11	AEP-SW-GATE	Switch, Chula Vista Gate Opener, (On)-Off-(On)	1	1	1	$ 15.00	$ 15.00	$ 15.00	$ 15.00
12	13-100	Toggle Switch, Off-On, SPST..	1	1	1	$ 8.00	$ 8.00	$ 8.00	$ 8.00
13	AEP-LABEL-CARGO-DC	Switch Label Plaque, "Cargo Dome, Door-Off"	1	1	1	$ 6.00	$ 6.00	$ 6.00	$ 6.00
14	GRA-FLB1	Flashlight Mounting Bracket	1	1	1	$ 48.00	$ 48.00	$ 48.00	$ 48.00
15	76112	Streamlight Polystinger LED Flashlight w/ charger	1	1	1	$ 145.00	$ 145.00	$ 145.00	$ 145.00
16	Varies	Various Additional Installation Materials/Shop Supplies	1	1	1	$ 175.00	$ 125.00	$ 125.00	$ 175.00
Center Equipment Console										
1	7170-0735-01	20+ Ford Utility Console 10"/4.5", w/Cup Holder/Arm Rest	1	1	1	$ 565.00	$ 565.00	$ 565.00	$ 565.00
2	11010	DC Power Port	1	1	1	$ 2.40	$ 2.40	$ 2.40	$ 2.40
3	11011	DC Power Port Cap	1	1	1	$ 0.50	$ 0.50	$ 0.50	$ 0.50
4	7160-0321	Console Faceplate, Motorola XTL/APX Remote Radio, 3"	1	1	1	$ -	$ -	$ -	$ -
5	14619	Console Faceplate, SoundOff nErgy 400 Remote Siren, 3.5"	1	1	1	$ -	$ -	$ -	$ -
6	15083	2" Console Switchplate, 6 Contura Switch Cutouts	1	1	1	$ -	$ -	$ -	$ -
7	18492	Blank Console Filler Plate, 1.5"	1	1	1	$ -	$ -	$ -	$ -
8	B005IR3ALG	Keystone/Heddolf P220-2KA 2-Ch Transmitter (Chula Vista)	1	1	1	$ 40.00	$ 40.00	$ 40.00	$ 40.00
9	COVP-PIU-KIT	Patrol Power Black-Out Module w/ Ford PIU Harness	1	1	1	$ 399.00	$ 399.00	$ 399.00	$ 399.00
10	MMBP-25	Magnetic Microphone Mount	2	2	2	$ 35.00	$ 70.00	$ 70.00	$ 70.00
11	11019	Dual USB 2.4A Charger for Contura SW Cut-Out	1	1	1	$ 24.00	$ 24.00	$ 24.00	$ 24.00

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Attachment "A" Pricing Sheet
Police Vehicle Outfitting - Ford Explorer (Interceptor)

Computer Mount												
1	AS7.D900.103-PS	DELL Rugged Advanced TPT Dock w/Lind Power	1	1	1	$	1,250.00	$	1,150.00	$	1,250.00	$ 1,250.00
2	7160-1216-09	Mongoose XLE 9" Motion Attachment	1	1	1	$	368.00	$	368.00	$	368.00	$ 368.00
3	AS7.D900.001	Side Screen Support	1	1	1	$	65.00	$	57.00	$	65.00	$ 65.00
Radio Communication												
1	GP-IN2237	GPSB Sharkee Ant. Kit, Cell w/TNC, GPS w/TNC, Wifi w/TNC	1	1	1	$	229.00	$	229.00	$	229.00	$ 229.00
2	AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	1	1	1	$	26.00	$	26.00	$	26.00	$ 26.00
3	C23F-5M	Radio Antenna Extension Cable, 16', Mini UHF (MPL)	1	1	1	$	15.00	$	15.00	$	15.00	$ 15.00
Prison Transport												
1	PK1186ITU20-TM	10XL C2 Partition, Recessed, Poly Sliding Window, TM '20	1			$	808.00	$	808.00	$	-	$ -
2	QK0566ITU20	Transport Seat w/ Center Pull Belts, Poly Rear Partition '20	1			$	1,186.00	$	1,186.00	$	-	$ -
3	DK0100ITU20	Door Panel Kit, TPO Cover, 2020 Ford Utility	1			$	236.00	$	236.00	$	-	$ -
4	WK0514ITU20H	Window Barriers, Steel Horizontal Bars, 2020 Ford Utility	1			$	236.00	$	236.00	$	-	$ -
5	ECVDMLTST4G	Universal LED Interior Dome Light, (24) Bright White LED's	2			$	26.00	$	26.00	$	-	$ -
K9 Transport												
1	K9-F28-1-B	2020 Ford Utility K9 Transport System, Black		1		$	2,706.00	$	-	$	2,706.00	$ -
2	WGI007335	Havis K9 Kennel Window Guard Fan Adapter		1		$	43.00	$	-	$	43.00	$ -
3	F3	K9 Deployment and Heat Alert System w/Pager		1		$	1,299.99	$	-	$	1,299.99	$ -
4	SUM-G4901S	10" Electric Cooling Fan, Push/Pull, 666 CFM		1		$	85.00	$	-	$	85.00	$ -
5	K9A13145	K9 No Spill Water Bowl		1		$	36.00	$	-	$	36.00	$ -
6	9416K2-60	Gas Spring for K9 Door on '20+ Ford Utility. 22.36" 60lb		1		$	32.00	$	-	$	32.00	$ -
7	9416K74	10 mm Steel Ball Socket for M6 Thread Gas Spring with Thread		2		$	5.00	$	-	$	10.00	$ -

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Attachment "A" Pricing Sheet
Police Vehicle Outfitting - Ford Explorer (Interceptor)

8	0717148	Spring for K9 Door Solenoid of Ford SUV			1		$	12.00	$ -	$	12.00	$ -
9	AEP-UV-K9-BKT	Door Latch Cable Bracket for K9 Release			1		$	12.00	$ -	$	12.00	$ -
10	K9-A-110-B	Headliner Protection Inserts, Black			1		$	185.00	$ -	$	185.00	$ -
11	Window Tint	Window Tint. Equivalent to 35% Front, 5% Rear			1		$	325.00	$ -	$	325.00	$ -
Rear Command Console												
1	ENGND04101	bluePRINT Remote Node, 10-Outputs, 4-Inputs			1		$	217.00	$ -	$	-	$ 217.00
2	ENGHNK02	bluePRINT Remote Node Harness Kit, 16-Pin			1		$	41.00	$ -	$	-	$ 41.00
3	C-TTP-INUT-1201	Ford Interceptor Utility Premium Fold-Up Cargo Plate			1		$	690.00	$ -	$	-	$ 690.00
4	C-TTP-INUT-4	Equipment Tray for Cargo Plate			1		$	245.00	$ -	$	-	$ 245.00
5	AD-1001	Custom Command Console, Ford Utility (See Drawing)			1		$	4,400.00	$ -	$	-	$ 4,400.00
6	13010160	Polycarbonate sheet clear 1/8" 48"X96"			1		$	120.00	$ -	$	-	$ 120.00
7	FP-MXTL2500	Console Faceplate for XTL / APX Radio, 3"			1		$	34.00	$ -	$	-	$ 34.00
8	FP-BLNK1	Console Blank Faceplate, 1"			1		$	12.00	$ -	$	-	$ 12.00
9	GM-65/8	Radio Speakers			2		$	14.50	$ -	$	-	$ 29.00
10	MMBP-25	Magnetic Microphone Mount			1		$	35.00	$ -	$	-	$ 35.00
11	SAM-450-12	DC-AC Modified Sine Inverter, 450-Watt			1		$	55.00	$ -	$	-	$ 55.00
12	5298	Extension Cord Set, 16awg, 3'			1		$	3.75	$ -	$	-	$ 3.75
13	AEP-UN1011F0.01	AC / DC Power Outlet Console Face Plate, Accommodates (1) Decora Duplex AX Outlet and (2) DC Power			1		$	45.00	$ -	$	-	$ 45.00
14	PT26252BK	Decora Duplex AX Outlet, 120V AC / 15 Amps, Black			1		$	20.00	$ -	$	-	$ 20.00
15	PTRA6-STR	6" PT Connector for PT26252BK			1		$	4.50	$ -	$	-	$ 4.50
16	HKN6169B	17' Blue Remote Cable (PM1500, APX6500/XTL 5000			1		$	80.00	$ -	$	-	$ 80.00
17	11014	USB Power Charger,12VDC Outlet Power Plate			1		$	20.00	$ -	$	-	$ 20.00
18	MLS-D36216	Double row LED Strip Light, White 36"			1		$	58.00	$ -	$	-	$ 58.00
Weapon Mount												
1	GRPXXX1B1X238	Dual Gun Rack, Univ. Partition Mount, 870 / AR15 with BLM	1				$	550.00	$ 550.00	$	-	$ -
2	GRKXXX6B1X238	Dual Gun Rack, K9 Kennel Mount, 870 w/SC1, AR w/SC6		1			$	675.00	$ -	$	675.00	$ -
3	GRFF016B1X232	Dual Free Standing Gun Rack, 870 w/SC1#2, AR with SC6			1		$	950.00	$ -	$	-	$ 950.00
4	AR/TDP-GUARD	AR-15 Takedown Pin Guard	1	1	1		$	175.00	$ 175.00	$	175.00	$ 175.00
Cargo / Vehicle Protection												
1	7126-7614E	Weapon Locker. E-Push Button, 3 point lock (Alt Patrol Con.)	1				$	1,618.00	$ 1,618.00	$	-	$ -
2	7126-PIC20	Elevated Stand-Boss 7611 Locker. (Alt Patrol Configuration)	1				$	240.00	$ 240.00	$	-	$ -
3	PIU20-CARGO-KIT	Cargo Guard w/hinged EZ Access. '20 Utility w/Setina 12VS	1				$	938.00	$ 938.00	$	-	$ -
4	TK0841TU20	Setina 2 Drawer, Sliding, Top Combo, Elevated 2020PIU		1			$	1,600.00	$ -	$	1,600.00	$ -
5	PIU20-BXK9ADPT	Brackets for Setina Strong Box w/Havis Kennel 20+PIU		1			$	150.00	$ -	$	150.00	$ -
6	25614	Fire Extinquisher, 5lb ABC Dry Clem	1	1	1		$	58.00	$ 58.00	$	58.00	$ 58.00
7	862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	1	1	1		$	55.00	$ 55.00	$	55.00	$ 55.00
Ballastic Door Panels												

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Attachment "A" Pricing Sheet
Police Vehicle Outfitting - Ford Explorer (Interceptor)

1	AngArm-339/340	Corrected	Level III Ballistic Door Panels - Driver and passenger front-doors only. Protection : •9mm Luger 124gr FMJ @ 1400 +/ 50 fps . •44 MAG 240gr Lead SWC GC @ 1400 +/ 50 fps	2	2	2	$	799.00	$	1,598.00	$	1,598.00	$ 1,598.00
2	AngArm 358/359	Corrected	Level III+ Ballistic Door-Panels - Driver and passenger front-doors only. Protection: • 7.62 M80 147gr FMJ @ 2750 +/- 50 fps • 7.62 PS Ball 123gr@ 2380 +/- 30 fps • 5.56 M855 62gr @ 3050 +/- 30 fps • 5.56 M193 56gr @ 3200 +/- 30 fps	2	2	2	$	1,299.00	$	2,598.00	$	2,598.00	$ 2,598.00
Custom Graphics													
1	Chula Vista Basic		Chula Vista PD Basic Package w/ Installation	1	1	1	$	425.00	$	425.00	$	425.00	$ 425.00
2	Chula Vista Addition - K9		Chula Vista PD Graphic Add (K9)		1		$	50.00	$	-	$	50.00	$ -
3	Chula Vista Addition - Supervisor		Chula Vista PD Graphic Add (Supervisor)			1	$	50.00	$	-	$	-	$ 50.00
Labor / Freight													
1			Installation Labor Per Hour	$ 95.00	$ 95.00	$ 95.00			$	4,370.00	$	4,750.00	$ 4,940.00
2			Number of Hours Per Vehicle	46	50	52							
3			Shipping Per Vehicle	1	1	1			$	200.00	$	325.00	$ 325.00
			Total Per Vehicle:						**$**	**28,306.00**	**$**	**30,301.99**	**$ 30,353.25**

Additional Requirements		
1	Lead-time per vehicle (6-8 Weeks parts procurment, average 5 days per vehicle production)	
2	Will you be willing to deliver outfitted vehicle to City? Transportation Cost: 5- Vehicle Load $350.00/Single Vehicle $150/X2-X4 Vehicles $90per vehicle	Yes
a.	If so please provide a price to deliver one vehicle to the City Garage (1800 Maxwell Rd, Chula Vista 91911)?	
3	Will your firm accept delivery directly from the manufacturer?	Yes
a.	The City requires an asset tag to be affixed upon delivery, location of tag will be identified at a later date	
b.	The City requires the a asset tag and VIN number be identified and communicated to a City official after tag is affixed (All asset tags will be provided by City)	
4	Please provide 5 reference agencies and contacts for whom you are currently working with for public safety outfitting	

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NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT
CONTRACTOR/SERVICE PROVIDER AGREEMENT

Pursuant to the terms of that certain agreement entitled City of Chula Vista Contractor/Service Provider Services Agreement with American Emergency Products to Provide Vehicle Outfitting Services for the Police Department ("Agreement"), entered into effective February 15, 2022, between the City of Chula Vista ("City") and American Emergency Products, A California Corporation doing business as AEP-California LLC ("Contractor/Service Provider"), City hereby exercises its option to extend term of the Agreement as follows:

OPTION NO.	**3 of 4**
OPTION TERM:	**February 15, 2025**
	February 14, 2026

MAXIMUM COMPENSATION FOR OPTION TERM (AS AUTHORIZED BY ORIGINAL AGREEMENT):	**$1,000,000**

For services performed during this Option Term, City shall compensate Contractor/Service Provider pursuant to the same terms and conditions as provided for in Section 2 of the Agreement **except that the compensation amounts set forth therein shall be increased by 5 % for the Option Term, as authorized under the Agreement.** In no event shall the compensation paid to Contractor/Service Provider for this Option Term exceed the "Maximum Compensation for Option Term" amount, as set forth above.

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF CHULA VISTA

DocuSigned by:
BY: Maria Kachadoorian
F4BB5CABC5014C0...
MARIA V. KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

Signed by:
BY: Eric Alden For
D5EF85D238AC4FB...
MARCO VERDUGO
CITY ATTORNEY

ACKNOWLEDGED AND AGREED
AMERICAN EMERGENCY PRODUCTS

DocuSigned by:
BY: Patrick Trampus
CCCAEE6F101542F...
PATRICK TRAMPUS
SALES MANAGER

FOR REFERENCE PURPOSES:	
Original Agreement No.	2022-006
Resolution No.	2022-042
Bid No.	RFB #B09-22/23

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RESOLUTION NO.2022-042

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA AWARDING AN AGREEMENT WITH AMERICAN EMERGENCY PRODUCTS DOING BUSINESS AS AEP-CALIFORNIA LLC TO PROVIDE VEHICLE OUTFITTING SERVICES FOR THE POLICE DEPARTMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME, AND AUTHORIZING THE DIRECTOR OF FINANCE/TREASURER TO APPROVE UP TO FOUR ADDITIONAL ONE-YEAR EXTENSIONS

WHEREAS, on December 21, 2021, the City issued Request for Bid (RFB) # B09-22/23 to seek bids from vendors who can provide vehicle outfitting services to the Police Department; and

WHEREAS, 176 vendors were notified of the RFB and 10 prospective bidders downloaded the RFB; and

WHEREAS, the City received one bid by the January 20, 2022 submittal deadline from American Emergency Products, doing business as AEP-California LLC; and

WHEREAS, City staff conducted a thorough review to determine if the quote conforms to the solicitation and if the quote is considered to be in the best interest of the City, with price, experience and service delivery being considered; and

WHEREAS, AEP-California LLC was selected because they are the only qualified vendor to meet the Police Department's vehicle outfitting requirements; and

WHEREAS, on January 26, 2022, a notice of intent to award to AEP-California LLC was posted on PlanetBids; and

WHEREAS, in coordination with the Finance Department, the Police Department is recommending to enter into an agreement with AEP-California LLC to provide vehicle outfitting services for an initial term of February 15, 2022 to February 14, 2023, and up to four, additional one-year terms.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chula Vista, that it approves the agreement to provide vehicle outfitting services between the City and American Emergency Products, doing business as AEP-California LLC, in the form presented, with such minor modifications as may be required or approved by the City Attorney, a copy of which shall be kept on file in the Office of the City Clerk, and authorizes and directs the City Manager to execute same.

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BE IT FURTHER RESOLVED by the City Council of the City of Chula Vista, that it authorizes the Director of Finance/Treasurer to approve up to four additional one-year extensions.

Presented by

DocuSigned by:
92514C3B0ED24DE...
Roxanna Kennedy
Chief of Police

Approved as to form by

DocuSigned by:
CF40650850444BF...
Glen R. Googins
City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 15th day of February 2022 by the following vote:

AYES:	Councilmembers:	Cardenas, Galvez, McCann, and Casillas Salas
NAYS:	Councilmembers:	None
ABSENT:	Councilmembers:	Padilla

DocuSigned by:
062BFD7C0386456...
Mary Casillas Salas, Mayor

ATTEST:

DocuSigned by:
3074D104EAF342E...
Kerry K. Bigelow, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
CITY OF CHULA VISTA)

I, Kerry K. Bigelow, City Clerk of Chula Vista, California, do hereby certify that the foregoing Resolution No. 2022-042 was duly passed, approved, and adopted by the City Council at a regular meeting of the Chula Vista City Council held on the 15th day of February 2022.

Executed this 15th day of February 2022.

DocuSigned by:
3074D104EAF342E...
Kerry K. Bigelow, MMC, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Anita Agyeman, Management Analyst - Public Works

SUBJECT:
Agreement for Right-of-Way Consulting Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

RECOMMENDATION

Approve the Agreement for right-of-way consulting services for the Keller Road at I-215 Interchange, Capital Improvement Plan No. 8449, with Monument ROW, Inc., in the amount of $382,682.16;

Authorize a 10% contingency of $38,268.21; and

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

PRIOR ACTION/VOTE

On June 3, 2025, the City Council adopted Resolution No. 25-4836, approving the Capital Improvement Plan budget for Fiscal Year 2024/25, and the Fiscal Year 2024/2025 to 2028/29 Capital Improvement Plan, which included the Keller Road at I-215 Interchange project, CIP No. 8449 (Vote: 5-0).

On August 19, 2025, the City Council approved an Agreement for Engineering Design Services for the Keller Road at I-215 Interchange, CIP 8449, with Mark Thomas & Company, Inc. (Vote:5-0).

On October 21, 2025, the City Council approved Amendment No. 10 to the Design Services Agreement for the Keller Road at I-215 Interchange, CIP 8449, with Jacobs Engineering Group, Inc.(Vote: 4-0-1).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Keller Road at Interstate 215 (I-215) Interchange Project, CIP 8449, is a top City infrastructure priority project. The project was initiated in 2010 and proposes to construct a new interchange one (1) mile south of

the existing Scott Road interchange on I-215. Jacobs Engineering Group (JEG) has completed the project's environmental and preliminary engineering documents to date. The City recently entered an agreement with Mark Thomas & Company to complete the final Plans, Specifications, and Estimates (PS&E) documents. After the PS&E documents are substantially complete, right-of-way services will need to commence to acquire the right-of-way properties necessary for the construction of the interchange design.

Acquisition of right-of-way requires specialty professional consulting services. Based on the anticipated interchange design, right-of-way will need to be acquired from 25 parcels, which are a mix of vacant and improved residential and commercial properties, along with developer-owned recreational lands and an environmental conservation site, which may present unique challenges. Completing the necessary property acquisitions within a tight timeframe to meet the project schedule goals will also require extensive coordination with all stakeholders.

On August 8, 2025, the City advertised a Request for Proposal (RFP) for right-of-way services for the project via the electronic bidding portal, PlanetBids. The City received two proposals and sealed bids on August 27, 2025. Monument ROW, Inc. (Monument) was determined to be the most qualified firm. Monument specializes in comprehensive right-of-way acquisition services, including project management, property appraisal, acquisition, easement negotiation, utility coordination, and right-of-way certification. After negotiations with Monument, staff settled on the scope of work outlined in the Agreement for a fee of $382,682.16, plus a 10% contingency in the amount of 38,268.21, totaling $420,950.37. Monument's scope of services for 25 parcels will include preparation of title reports, appraisals, appraisal reviews by a separate appraiser on behalf of Caltrans, negotiations, utility/Caltrans coordination, and project management

Monument is ready to begin the right-of-way acquisition services upon approval of the Final Environmental Document by Caltrans.

FISCAL IMPACT

Funding for the contract amount of $382,682.16, plus the ten percent (10%) design contingency of $38,268.21, if needed, is available in CIP No. 8449.

ATTACHMENTS

1. Agreement with Monument ROW, Inc.

AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
MONUMENT ROW

Project Name/Description ("**Project**"): I-215/Keller Road Interchange, CIP No. 8449

Contract Number:

Consultant Name ("**Consultant**"): Monument ROW

Consultant Business Type: Corporation

Consultant Address: 200 Spectrum Center, Suite 300, Irvine, CA 92618

Consultant Representative Name and Title ("**Consultant Representative**"): Amber Costello / President

Consultant Representative Work Phone and Email: (800) 577-0109 / info@monumentrow.com

Termination date: June 30, 2029

Total Not-To-Exceed Contract Amount ("**Contract Sum**"): $382,682.16

City Department Contact ("Department Contact"): Robert K. Moehling, Director of Public Works

Department Contact Work Phone and Email: (951) 461-6036 / bmoehling@MurrietaCA.gov

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

RECITALS

The City desires to contract with a Consultant to provide professional services, specifically construction management and inspection services, for the I-215/Keller Road Interchange Project, CIP No. 8449, as further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and, after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES
WITHIN THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and Monument ROW, a California municipal corporation ("**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 the 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.

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. Pursuant to section 1773 of the Labor Code, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. Consultant shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, Consultant shall comply with the provisions of sections 1773.8, 1778 1755, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws. Consultant shall forfeit to City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any sub-consultant under Consultant, in violation of the provisions of this Agreement.

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.

1.9 Monthly Written Reports. The Consultant shall prepare and submit to the City's Department Contact, a monthly written report specifying the activities of Consultant pursuant to this Agreement. Consultant shall prepare the monthly written report in a format acceptable to the City and submit it by the second Friday of each month.

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, on a time and materials basis, not to exceed the Contract sum of Three Hundred Eighty-Two Thousand Six Hundred Sixty-Two Dollars and Sixteen Cents ($382,682.16). Compensation may include reimbursement for actual and necessary expenditures, if specified in the Schedule of Compensation and approved by City in advance. Reimbursement for Other Direct Costs (ODC), materials testing, and survey costs shall not exceed the rates specified in the approved Cost Proposal as outlined in Exhibit C.

2.2 Invoices. Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, 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 the first business day of each month in which Consultant wishes to receive payment. 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 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.

2.3 Retention of Record / Audit.

For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the

Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

2.4 Audit Review Procedures.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations

(IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for

all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

2.5 Subcontracting.

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Consultant.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant’s approved Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.

E. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each

subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

2.6 Additional Services. If City desires any additional services ("Additional Services"), Consultant may, upon written request by the City, furnish a proposal including an itemized statement of the estimated cost of the Additional Services. The City may modify or alter the proposal, reject the proposal in its entirety, or direct the submission of a new proposal which may be accepted, altered, or rejected at its sole discretion. Upon written approval of any Additional Services, including costs by Consultant and City, Consultant shall perform the Additional Services, and City will pay Consultant the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of Consultant showing the basis of said claims, certified by proper officers of Consultant.

2.7 Evaluation of Consultant.

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

2.8 Prompt Payment.

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

(1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information and address any prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

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

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

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

3.3 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.4 **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.

3.5 **Safety.**

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

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 were 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 the 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 entity to perform in whole or in part services required hereunder, nor may any interest in this Agreement 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 Coverage. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend, and hold harmless City and its elected and appointed officers, employees, and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration, or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm, or entity 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 entity 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 the 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) 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 5.2.2) 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.

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 **Insurance Coverage.** 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, or for the period required by law, whichever is greater. 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. 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's Contract Manager. 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. Consultant shall advise City of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant fails to so advise City and, as a result of the use of any programs or materials developed by Consultant under this Agreement, City is found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and hold harmless City against any action or claim brought by the copyright holder. 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, 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 fifteen (15) 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 the 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. No retainage will be withheld by City from progress payments due to the Consultant. Retainage by the Consultant or subcontractors is prohibited, and

no retainage will be held by the Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontractor performance, or noncompliance by a subcontractor.

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. Prior to execution of this Agreement, Consultant shall disclose in writing to City any and all compensation, actual or potential, which Consultant may receive in any form from a party other than City as a result of performance of this Agreement by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or services for purchase by the City, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

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 ensure 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. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq*.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8.4 National Labor Relations Board Certification.
In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.5 Debarment and Suspension Certification.

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of

   ineligibility by any federal agency;
   2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
   3. Does not have a proposed debarment pending; and
   4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

8.6 Prohibition of Expending City, State, or Federal Funds for Lobbying.

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

D. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

8.7 Rebates, Kickbacks or other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

8.8 Non-Discrimination Clause and Statement of Compliance.

A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in

the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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, (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. As federal funding is being utilized to fund 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.

9.9 Cost Principles and Administrative Requirements.

A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9.10 Contingent Fee. Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the

right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9.11 Equipment Purchase.

A. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.
2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

9.12 Evaluation of Consultant. Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained as part of the Agreement record.

9.13 Non-liability of City Officers and Employees. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is

valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. City has the option to void the Agreement under the termination clause pursuant to Section 7.2, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE 10. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Title VI Assurances. In addition, the consultant must include the Title VI Assurances in all subcontracts to perform work under the contract.

10.1 Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows; a) compliance with Regulations, Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement; b) nondiscrimination, Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in the regulations, solicitations for sub-agreements, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin; d) information and reports, Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or FHWA to be pertinent to ascertain compliance with such regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information, e) sanctions for noncompliance, in the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City

shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii) cancellation, termination, or suspension of the Agreement, in whole or in part, f) incorporation of provisions: Consultant shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the City or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the City enter into such litigation to protect the interests of the City, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.2 Nondiscrimination Statutes and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability);

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

[SIGNATURES ON THE 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:

Provide turnkey Right of Way consulting services and coordinate specified tasks related to the I-215 / Keller Road Interchange project (Caltrans EA 08-0Q220). A full scope of services is provided in the proposal attached in Exhibit "A-1", pages 16-21.

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

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress meetings.

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

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

Joey Mendoza; Kim Bibolet; Curtis Bibolet; Ryan Humphry; Cami Stigall; Alex Flores; Adam Bogorad; Krystal Thompson; Tiffany McCloud; Christie Santalucito.

EXHIBIT "A-1"

monument



SUBMITTED AUGUST 27, 2025

PROPOSAL FOR
RIGHT-OF-WAY SERVICES

I-215 / Keller Road Interchange Project



PREPARED BY
MONUMENT
200 Spectrum Center
Suite 300
Irvine, CA 92618
Ph: 800.577.0109
monumentrow.com

PREPARED FOR
CITY OF MURRIETA DEPARTMENT OF PUBLIC WORKS
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager
Department of Public Works
1 Town Square
Murrieta, CA 92562

City of Murrieta
Department of Public Works
1 Town Square
Murrieta, CA 92562
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager

August 27, 2025

Proposal for Right-of-Way Services For The I-215 / Keller Road Interchange Project

Dear Mr. Bennecke,

Monument ROW (Monument) is pleased to submit our proposal to the City of Murrieta (City) for Right-of-Way Services for the I-215 / Keller Road Interchange Project (Project). We understand the City requires comprehensive services including project management, property appraisal, acquisition, easement negotiation, utility coordination, and right-of-way certification. Monument is currently working with the City to support the Project's planning phase and explore opportunities to expedite the right-of-way phase and obtain certification through Caltrans District 8 by February, 2026. By analyzing the initial design performed by Jacobs we have been able to identify and confirm the Project's right-of-way requirements and begin the early acquisition approval process with Caltrans staff, positioning us to immediately begin the acquisition phase and support the City's accelerated timeline and Project goals.

With a strong track record of securing right-of-way certification through Caltrans District 8, extensive corridor experience along the I-215, and a thorough understanding of the City's processes, Monument brings the continuity, local knowledge, and collaborative approach needed to ensure seamless integration and immediate project momentum.

Subconsultants: Santolucito Dore Group will provide appraisal review services.

Office Location & Point of Contact. All services will be performed by staff working and living in the Inland Empire who are within a short drive of the City offices and Project location. Our corporate office is located at 200 Spectrum Center, Suite 300, Irvine CA 92618. Joey Mendoza, Program Manager, Principal and COO is authorized to bind Monument and can be reached directly at 949.378.0687 or electronically at jmendoza@monumentrow.com.

Monument was established with the intent to provide true expertise and focused client service, and that is exactly what we do. We are confident that the attached proposal clearly shows that Monument is the best choice to support the Project. We are proud of our long-standing relationship with the City and look forward to continuing our partnership.

Warmly,

Amber Costello
PRESIDENT | MONUMENT

**This proposal will remain valid for a minimum period of ninety (90) days from the submission date*
****We acknowledge receipt of the addendum released on 8/21/2025 and have incorporated the modifications into our proposal.*
Learn more about Monument at Monumentrow.com

monument

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SECTION ONE

Experience and Qualifications



Who We Are.

Monument, a California-based S corporation, is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation and timely delivery. We serve local, state and federal agencies, transportation authorities and engineering partners to help complete public infrastructure projects throughout California. At Monument, we understand the difference an experienced, solutions-minded right-of-way partner can bring in achieving the goals and objectives of a project, and that's exactly what we are. As a team, we have successfully delivered hundreds of projects that include all of the services requested in the RFP, with our success attributed to our Company motto . . . ***we listen, we innovate, we deliver.***

MONUMENT: *The Right Choice for Murrieta*

Monument offers a uniquely qualified and strategically aligned team that stands out among our competitors to support the City's mission to certify the I-215 / Keller Road Interchange Project in February 2026. The depth of experience across our leadership and staff enables us to provide high-quality, cost-effective services, making us a trusted and capable partner for the City.

Our Management Team

Monument is proud to offer a highly experienced, Project–ready team led by Project Manager Kim Bibolet, Program Manager Joey Mendoza, and Utility Coordination Manager, Curtis Bibolet. Kim has an 18-year track record managing complex capital improvement projects in the Inland Empire, delivering multiple projects for the City, including the Meadowlark and Hot Springs Road Interchanges, and certifying over 30 projects with Caltrans District 8. Joey brings 37 years of right-of-way expertise, having delivered hundreds of projects, including more than 20 design-build programs and over 50 projects with Caltrans District 8 oversight, such as the State Route 74 Interchange and the I-215 Bi-County HOV Gap Closure. With over 16 years of experience providing utility coordination services for major projects on behalf of RCTC, SBCTA and countless cities and counties, Curtis is well known for his collaboration and solid relationships with local utility providers. Backed by a 70+ member team and a thorough understanding of the Project, Kim, Joey, and Curtis can ensure seamless integration and uninterrupted progress.

FOUNDED IN
2018



OFFICES IN SACRAMENTO, CONCORD, IRVINE, LOS ANGELES, AND SAN DIEGO

70+
EMPLOYEES & GROWING

WBE CERTIFIED | SBE CERTIFIED | DBE CERTIFIED

Institutional Knowledge

Due to our work with the City during the planning phase, we have a clear understanding of the Project's challenges and have already implemented solutions to overcome them, positioning us to quickly move forward into the right-of-way phase. Monument has worked with Mark Thomas, who has been selected to complete the Project's final design, on countless projects, allowing us to work in tandem with a clear understanding of our respective needs and how to best support each other and the Project. Monument also brings extensive experience along the I-215 corridor and in-depth knowledge of Caltrans District 8 requirements. In fact, we have completed Data Sheets for over 50 projects within District 8 in the past five years, and our relationship with Caltrans staff enables us to fast-track certification, anticipate challenges, and ensure compliance from pre-acquisition through project closeout. Our team also maintains strong relationships with local utility providers who may require coordination to complete the Project, including Southern California Gas, Eastern Municipal Water District, and AT&T. Our combination of Project knowledge, corridor experience, and strong stakeholder relationships positions Monument to provide expedited and effective right-of-way services to the City.

Local Presence

Many of Monument's proposed team members are located within a short drive to City offices and the Project site, and have a strong understanding of the surrounding communities. This proximity allows us to respond quickly to in-person meetings and directly address property owner concerns when needed. It also enables the secure and timely hand delivery of important documents such as agreements, deeds, and checks, ensuring reliable coordination and communication with the City and the Project team.

EXPERIENCE

Monument's highly-experienced multidisciplinary team has partnered with countless public agencies to overcome real estate and property acquisition challenges and complete similar projects. The following projects highlight just a few of Kim Bibolet's recent experience managing highway projects for local agencies, and each one was completed and certified through Caltrans on time and within budget. Additional experience within Caltrans District 8 can be found in Section 2.



STATE ROUTE 55 IMPROVEMENT PROJECT

FOOTHILL GOLD LINE CONSTRUCTION AUTHORITY

REFERENCE CONTACT
Joe Gallardo,
Real Property Manager
t: 714.560.5546
e: jgallardo@octa.net

PROJECT OBJECTIVES The project will widen 3.5 miles of State Route 55 between I-405 and I-5 to increase freeway capacity, improve traffic and interchange operations, and enhance road safety by adding one general purpose lane in each direction.

TOTAL CONTRACT AMOUNT
$500,000

FUNDING SOURCE:
Federal; State - including STIP, SHOPP, and SB1;
Local - Measure M2

START AND END DATE:
10/2019 - 2024

MONUMENT PROJECT MANAGER:
Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

SCOPE OF WORK 34 properties were impacted, including complex residential properties, 21 commercial properties, 1 hotel, 3 vacant properties, 5 public properties, and 1 railroad property. The Project required the acquisition of partial fee interests, permanent highway easements, permanent footing easements, permanent utility easements, temporary construction easements, and access control rights. The Monument Team developed document formats and led all negotiations with property owners and impacted agencies.

OUTCOME & LESSONS LEARNED Monument worked closely with OCTA to develop a schedule that allowed businesses to continue operating on site after acquisitions were completed. This flexibility proved essential for tenant relocation and demonstrated that extending occupancy timelines can significantly reduce the risk of business goodwill claims.



STATE ROUTE 79 REALIGNMENT PROJECT

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

REFERENCE CONTACT
Hector Casillas, SR/WA,
Right-of-Way Manager,
t: 951.787.7141,
e: hcasillas@rctc.orgt

TOTAL CONTRACT AMOUNT
$316,000

FUNDING SOURCE:
Local Measure A along with various federal and state transportation sources

START AND END DATE:
8/2024 - Ongoing

MONUMENT PROJECT MANAGER:
Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

PROJECT OBJECTIVES This Project involves the construction of a 12-mile limited access highway through Winchester, San Jacinto, and Hemet to improve regional traffic flow and safety while easing congestion on local roads.

SCOPE OF WORK Acting as the prime consultant for Right of Way services, Monument's scope includes 2 full take acquisitions, 20 partial takes, 2 residential relocations, and 2 business relocations, as well as the acquisition and relocation of the Van Dam Dairy in San Jacinto. Monument's team is responsible for project budgeting, scheduling, property owner negotiations, coordination with the agency's consultant bench, and relocation advisory services.

OUTCOME & LESSONS LEARNED A major project challenge has been a significant funding gap prohibiting full corridor delivery. Despite these constraints, Monument has kept the right-of-way process on track through proactive communication and problem-solving, including working closely with the agency to prioritize key parcels and implement cost-effective strategies to maintain progress. Our collaborative approach and vast experience in the region has proven to be a critical asset to the Project.



SR-47 / VINCENT THOMAS BRIDGE AND FRONT STREET / HARBOR BOULEVARD INTERCHANGE PROJECT

PORT OF LOS ANGELES

REFERENCE CONTACT
Sarah Aziz, PE,
Civil Engineer
t: 760.699.1031,
e: saziz@portla.org

TOTAL CONTRACT AMOUNT
$52,000

FUNDING SOURCE:
Federal - U.S. Department of Transportation Port Infrastructure Development Program; State - TCEP/SB1; local - Metro Measure R and POLA Funds

START AND END DATE:
2/2022 - 3/2023

MONUMENT PROJECT MANAGER:
Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

PROJECT OBJECTIVES The Project was designed to improve traffic operations and safety, and reduce vehicle delay and travel time.

SCOPE OF WORK A partial fee take and 2 TCEs were required on one commercial property. Monument supported the Prime consultant with utility coordination and certification efforts while Kim oversaw the budget and schedule, coordinated subconsultants, negotiated with the property owner, attended client status meetings, and prepared the right-of-way certification. Monument's services included title review, appraisals, cost estimates and data sheets, acquisitions, and utility relocation support, working closely with Caltrans to secure certification.

OUTCOMES AND LESSONS LEARNED The Prime consultant, originally tasked with utility relocations, faced challenges coordinating with Charter Communications and SoCal Gas, as well as uncertainty over liability. Monument stepped in to provide strategic guidance that kept the project on schedule and enabled timely right-of-way certification. Through additional research, Monument confirmed that SoCal Gas held full liability, and by drafting a liability-in-dispute Utility Agreement with Charter Communications, the team ensured the project could advance while liability discussions continued. This proactive approach minimized delays and safeguarded the project schedule.

FINANCIAL AND STAFFING CAPACITY

Resources. In addition to our proposed project team, the City will have access to all of Monument's resources, including 45 additional highly qualified staff who will be ready to help ensure the Project's deadlines are met. Monument is known for meeting tight deadlines and adapting to changing priorities, and we are fully capable and prepared to provide all required appraisal, acquisition, utility coordination, and related right of way services to efficiently support the Project and achieve Caltrans certification in February of 2026.

Financial Capacity. Monument is well capitalized, has zero debt, and has remained profitable since our inception. We have never failed to negotiate a contract for which we have been selected, and we have never been terminated from a contract. There is no bankruptcy, pending litigation, planned office closure, impending merger, or any such actual or anticipated financial condition that may impede the ability of Monument to complete the requested services for the City.

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SECTION TWO

Proposed Project Approach & Organization

COMPREHENSIVE PROJECT APPROACH

APPROACH



Monument is currently providing right-of-way planning services for the City in order to help accelerate the Project ahead of receiving final environmental clearance, and we have already submitted an application for early acquisition approval to Caltrans District 8. Project Manager Kim Bibolet will continue to work with the City and design team to verify all right-of-way impacts while identifying potential opportunities for advanced acquisitions, and also help to establish project policies that will expedite City approvals. Curtis will evaluate each utility conflict and work with Mark Thomas to minimize or avoid conflicts where possible, and leverage his established utility relationships to start early relocation discussions if needed. Our team will also engage with Caltrans District 8 staff to initiate early real-time review and pre-approval of acquisition and utility packages ahead of the appraisal and acquisition phase.

Our appraiser, Adam Bogorad, will initiate market data analysis and begin production of core components of the appraisals one month prior to anticipated environmental approval, or upon early acquisition approval, whichever occurs first, which will allow for the completion of all appraisal reports and offer packages approximately 3 weeks after approval while still remaining compliant with federal funding requirements. Kim will instruct our acquisition agents to accompany the appraiser during inspections to begin establishing a rapport with owners and discuss any initial concerns. Santolucito Dore will conduct “over-the-shoulder” reviews with our appraiser during the appraisal process to ensure expedited approval of each report, accelerating the appraisal phase by at least two months.

Acquisition agreements and related documents will be prepared during the appraisal phase allowing offers to be delivered immediately upon environmental clearance or early acquisition approval, and City approval of Just Compensation. We recommend that Mark Thomas accompany our acquisition agents to make their initial offers, allowing each owner the opportunity to get immediate feedback to questions and concerns relating to design features, construction requirements, or schedule. In situations where compensation is the only unresolved issue, Monument will pursue a Possession & Use Agreement, which is sufficient for certification while we continue to negotiate compensation. Further, all acquisition agreements will include a possession clause to allow for certification upon deposit of funds, preventing delays due to unforeseen title and escrow issues.

WAIVER VALUATIONS

Caltrans permits the use of waiver valuations for non-complicated and low-value acquisitions. However, we believe that their use would present too big a risk to the Project. Many properties will not be eligible, and if an owner does not accept a waiver valuation, a full appraisal would still be required, resulting in a 6 to 8 week delay to the entire Project schedule.



Joey and Kim will apply lessons learned from prior District 8 projects to help streamline the certification process and ensure approval on the first attempt. In addition to early communications and engagement, we will work with Caltrans to secure "pre-approval" of each property acquisition and utility relocation package as they are obtained, rather than waiting to seek approval of the entire certification package at the end of the right-of-way phase. This technique was recently very effective on the Mount Vernon Bridge Replacement Project and can potentially save up to 3 months in processing and review time. To further protect the Project schedule, we will submit a draft package to Caltrans staff 60 days ahead of the required certification date, allowing ample time to resolve questions and make any requested revisions.

SCHEDULE

Based on our current involvement with the Project and the pre-acquisition activities that we have already initiated, we are in a great position to meet the CIty's goal of certification by February 28, 2026, and we believe that we may even be able to achieve right-of-way certification up to one month earlier. As noted in our comprehensive schedule located on Page 22, we will overlap and expedite tasks where possible that will significantly accelerate our progress. Several of Mark Thomas' tasks are on the Project schedule's critical path, and we will work closely with them to ensure that they understand the priorities that will be required to meet our deadlines. This schedule does not account for Caltrans early acquisition approvals, but will still achieve the Project's certification goals.

There is the possibility that environmental approval may be delayed, making the early acquisition approval even more critical to the City's schedule. Based on our discussions with Caltrans staff and their responses to our application, we believe that there is a high probability of receiving approval by September 1, 2025, in which case Monument will begin working on the acquisition and appraisal efforts under our current contract with the City to keep progress moving forward ahead of the anticipated award and October, 1, 2025 Notice to Proceed date of this proposal. This will allow us to gain an extra month on the projected schedule and certify well ahead of the February deadline.

Fast-Tracked Project Successes!



✔ CERTIFIED IN 5 MONTHS

I-215 BI-COUNTY HOV
RCTC



✔ CERTIFIED IN 3 MONTHS

BASTANCHURY WIDENING
Yorba Linda



✔ CERTIFIED IN 3 MONTHS

3RD STREET CORRIDOR WIDENING
Inland Valley Development Agency



✔ CERTIFIED IN 6 MONTHS

SR-60 / POTRERO BOULEVARD INTERCHANGE
City of Beaumont

ORGANIZATIONAL CHART

PROJECT DIRECTOR
Ensures the Project meets all state, federal and local requirements, and is delivered pursuant to City policies. Participates in project planning, strategic risk assessment, and program and project management, as needed.



Joey Mendoza
PMP

PROJECT DIRECTOR
Strategic oversight, QA/QC, escalation point
FULL-TIME, IF NECESSARY



Kim Bibolet
SR/WA, R/W-NAC

PROJECT MANAGER
Oversees all ROW activities, including Caltrans Certification
FULL-TIME, IF NECESSARY

PROJECT MANAGER
Oversees day-to-day operations, manages the schedule and budget, and serves as the primary liaison to City staff and other consultants. Responsible for overall right-of-way services management, certification, and project closeout.



Curtis Bibolet
SR/WA, R/W-AMC

UTILITY COORDINATION MANAGER
Utility agreements, notices, relocations
FULL-TIME, IF NECESSARY

UTILITY COORDINATION MANAGER
Responsible for implementation and oversight of the utility coordination process, preparing utility agreements and notices, supporting certification, and ensuring expedited completion of required relocations.

ACQUISITION AGENTS AND SUPPORT STAFF
Highly trained in negotiations, title review, escrow coordination, and document preparation. These team members will facilitate property owner outreach and settlements, and ensure all right-of-way requirements are met to secure project certification.

AGENTS

Acquisition and owner coordination, title review, negotiations



Ryan Humphrey
RWA
FULL-TIME, IF NECESSARY



Cami Stigall
RWP
FULL-TIME, IF NECESSARY



Alex Flores
RWA
FULL-TIME, IF NECESSARY

FEE APPRAISER

Property valuation reports



Adam Bogorad
MAI
TASK-SPECIFIC

TITLE & ESCROW COORDINATION

Title research, escrow processing



Krystal Thompson
FULL-TIME, IF NECESSARY

PROJECT SUPPORT

Documentation, scheduling, reporting



Tiffany McCloud
FULL-TIME, IF NECESSARY

APPRAISAL REVIEW

Independent appraisal review



Christie Santolucito
TASK-SPECIFIC

LEGEND
- KEY PERSONNEL
- REAL ESTATE LICENSE
- MULTILINGUAL

KEY PERSONNEL *Please see the Appendix for full Key Personnel resumes.*



Kim Bibolet, SR/WA, R/W-NAC

PROJECT MANAGER

EDUCATION
BACHELORS
Sports Science, University of Idaho

LICENSES
REAL ESTATE SALESPERSON
State of California
CA#01883565

Kim was chosen to lead the Monument team based on her 18 years of right-of-way and real estate experience, successfully delivering over 100 highway and capital improvement projects with federal funding and Caltrans oversight. A recognized leader in the industry, she has managed complex, multi-disciplinary projects for the City of Murrieta, SBCTA, RCTC, and dozens of other public agencies, overseeing the entire right-of-way process from property acquisition and relocation to utility coordination and Caltrans certification. With deep knowledge of local, state, and federal regulations and a flawless audit record, Kim is known for her proactive, responsive leadership and proven ability to guide diverse teams to achieve project goals.

"[Kim] has managed complex, multi-disciplinary projects for the City of Murrieta, SBCTA, RCTC, and dozens of other public agencies

EXPERIENCE

- **CALOAKS INTERCHANGE IMPROVEMENT PROJECT**
- **HEIRLOOM CT IMPROVEMENT PROJECT**
- **MENIFEE RD IMPROVEMENT PROJECT**
- **MURRIETA HOT SPRINGS ROAD**
- **MADISON AVENUE IMPROVEMENT PROJECT**
- **MEADOWLARK/WHITEWOOD ROAD IMPROVEMENT PROJECT**
- **GUAVA STREET BRIDGE REPLACEMENT PROJECT**



Curtis Bibolet, SR/WA, R/W-AMC

UTILITY COORDINATION MANAGER

EDUCATION
BACHELORS
Communications Studies, Minor in Business, University of Idaho

LICENSES
REAL ESTATE SALESPERSON
State of California
CA# 02008725

Curtis brings 16 years of experience coordinating utility clearance on road, highway, and transit projects throughout Southern California. He has delivered hundreds of projects for agencies including RCTC, SBCTA and OCTA, forging cooperative relationships with Inland Empire utility owners. Known for quickly resolving owner concerns to avoid legal action, Curtis is recognized for his leadership, collaboration, and proven ability to manage complex utility relocations while anticipating challenges and mitigating delays.



Joey Mendoza, **PMP, BROKER**

PRINCIPAL IN CHARGE

EDUCATION

COURSEWORK
Business Administration, California State University, Long Beach

LICENSES

REAL ESTATE BROKER
State of California
CA# 01144860

With over 37 years in right-of-way and real estate acquisition, including numerous projects throughout the Inland Empire and Caltrans District 8, Joey is a recognized problem solver known for delivering projects on time, on budget, and with cost-saving solutions. His career spans major transportation projects including landmark design-build efforts such as the SR-22 Access Improvement Project, SR-91 Corridor Improvement Project, I-15 Improvement Project, and I-405 Improvement Project. Having managed teams responsible for over 30,000 acquisitions, relocations, and property transactions across the Western U.S., Joey brings deep expertise in federal, state, and local laws, including the Uniform Act and Caltrans procedures.

FACILITIES & RESOURCES

The Project will be managed out of our Irvine office. Monument utilizes the Podio CRM platform, a powerful professional tool for tracking and managing data, storing and securing documents, and reporting status for right-of-way programs. Other capabilities include GIS mapping, appraisal and title tracking software, and communication platforms to coordinate with property owners, contractors, and agency stakeholders.

MANAGEMENT TEAM'S RELEVANT I-215 CORRIDOR EXPERIENCE



Kim Bibolet

- **MEADOWLARK ROAD IMPROVEMENT PROJECT**
  City of Murrieta
- **HOT SPRINGS ROAD IMPROVEMENT PROJECT**
  City of Murrieta
- **CALOAKS INTERCHANGE IMPROVEMENT PROJECT**
  City of Murrieta, Caltrans District 8 oversight
- **RAILROAD CANYON INTERCHANGE IMPROVEMENT PROJECT ON I-15**
  RCTC, Caltrans District 8 oversight



Joey Mendoza

- **I-215 WIDENING AND STATE ROUTE 74 INTERCHANGE**
  RCTC, Caltrans District 8 oversight
- **I-215 BI-COUNTY HOV GAP CLOSURE**
  RCTC and SBCTA, Caltrans District 8 oversight



Curtis Bibolet

- **MAIN STREET I-15 UTILITY POLE RELOCATION**
  Caltrans District 8

Kim, Curtis, Joey and the Monument team have contributed to many other dynamic transportation projects throughout Southern California in recent years. Below we showcase our Team's extensive experience successfully delivering Caltrans-compliant projects in District 8.



Riverside County

- **SR-91 CORRIDOR IMPROVEMENT PROJECT,** RCTC
- **SR-91 HOV GAP CLOSURE PROJECT,** RCTC
- **I-15 EXPRESS LANES PROJECT,** RCTC
- **I-215 WIDENING PROJECT,** RCTC
- **SR-74 AT I-215 INTERCHANGE PROJECT,** RCTC
- **PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) FOR ROUTE 79 REALIGNMENT,** RCTC
- **PLANS, SPECIFICATIONS & ESTIMATES (PS&E) FOR SR-60 TRUCK CLIMBING /DESCENDING LANE PROJECT,** RCTC
- **PERRIS VALLEY LINE METROLINK EXTENSION PROJECT,** RCTC
- **I-15 RAILROAD CANYON INTERCHANGE,** RCTC
- **MAIN STREET CONSTRUCTION MANAGEMENT,** City of Lake Elsinore
- **PS&E I-10 / SINGLETON INTERCHANGE ADDING MISSING RAMPS PROJECT,** City of Calimesa
- **BUNDY CANYON ROAD/SCOTT ROAD WIDENING,** City of Menifee
- **TEMESCAL CANYON BRIDGE OVER TEMESCAL WASH REPLACEMENT PROJECT,** City of Lake Elsinore
- **I-15 CONGESTION RELIEF AUXILIARY LANES,** City of Temecula
- **SR-60/POTRERO BOULEVARD NEW INTERCHANGE,** City of Beaumont
- **CALOAKS INTERCHANGE IMPROVEMENT PROJECT,** City of Murrieta
- **GUAVA STREET BRIDGE REPLACEMENT,** City of Murrieta
- **AUTO CENTER DRIVE GRADE SEPARATION,** City of Corona
- **PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT FOR JUAN BAUTISTA DE ANZA NATIONAL HISTORIC TRAIL EXTENSION,** City of Moreno Valley

San Bernardino County

- **LA CADENA OVER SANTA ANA RIVER BRIDGE IMPROVEMENT,** City of Colton
- **MOUNT VERNON BRIDGE REPLACEMENT PROJECT,** SBCTA
- **I-15/I-215 DEVORE INTERCHANGE PROJECT,** SBCTA
- **LAUREL AVENUE GRADE SEPARATION,** SBCTA
- **PALM AVENUE GRADE SEPARATION,** SBCTA
- **I-215 AT BARTON ROAD INTERCHANGE PROJECT,** SBCTA
- **I-10 EXPRESS LANES PROJECT,** SBCTA
- **I-215 BI-COUNTY LANDSCAPE PROJECT,** SBCTA
- **STATE ROUTE 60/ARCHIBALD AVENUE INTERCHANGE IMPROVEMENTS,** SBCTA
- **STATE ROUTE 60/CENTRAL AVENUE INTERCHANGE PROJECT,** SBCTA
- **I-10/MT. VERNON INTERCHANGE PR&ED/PS&E,** SBCTA
- **SR-210 LANE ADDITION AND BASE LINE INTERCHANGE IMPROVEMENT,** SBCTA
- **I-215 HOV GAP CLOSURE,** SBCTA
- **PINE AVENUE EXTENSION TO STATE ROUTE 71,** City of Chino
- **PINE AVENUE WIDENING,** City of Chino
- **BARTON ROAD BRIDGE,** City of Colton
- **N. FIRST AVENUE BRIDGE REPLACEMENT OVER BNSF RAIL YARD,** City of Barstow
- **ENGINEERING DESIGN SERVICES FOR ETIWANDA AVENUE GRADE SEPARATION PROJECT,** City of Rancho Cucamonga
- **ORANGE STREET BRIDGE OVER PLUNGE CREEK OVERFLOW,** City of Highland



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SECTION THREE

Scope of Work & Schedule

PROJECT UNDERSTANDING



The I-215/Keller Road Interchange Project aims to not only greatly enhance community mobility, but also support the continued growth of the City of Murrieta. By upgrading the Keller Road underpass to a major access point for northbound and southbound I-215, the City and the surrounding region will benefit from improved access to hospitals and housing, as well as expanded residential development and commercial opportunities. While the compact diamond design of the new interchange will minimize property impacts, it will be necessary to acquire new rights from 25 parcels, of which 3 are City-owned. The remaining parcels are a mix of vacant and improved residential and commercial properties, along with developer-owned recreational lands and an environmental conservation site, which may present unique challenges.

While not directly impacted by the new interchange design, rights to several parcels will be required in order to install a new road that will restore access to parcels located along the current Antelope Road alignment. Additional discussions may be required with these property owners to explain the need for the new road and to obtain input on their specific access configuration needs. Careful review may be needed for any potential impacts to APNs 384-210-001 & -003, which are owned by Pulte Homes and slated for future development, and APN 384-230-001, which is owned and overseen by the Western Riverside County Regional Conservation Authority (RCA). Due to the unique nature and usage of these parcels, additional environmental and regulatory issues could lead to delays in the standard acquisition process.

Kim Bibolet has built a solid working relationship with Pulte Homes' management group through a variety of projects including the recent Murrieta Hills Roadway Project and the realignment of McElwain Street, and she will be able to quickly engage the appropriate decision makers to expedite these acquisitions. Monument also has a strong ongoing relationship with RCA and its parent agency, RCTC, and we will work closely with the City and Mark Thomas to identify any additional coordination or planning that may be required to keep the project moving forward. Our ongoing involvement with the Project and these critical stakeholders allows us to not only anticipate challenges, but also work proactively to mitigate any possible schedule risks.

SCOPE OF WORK AND MANAGEMENT APPROACH

PROJECT MANAGEMENT

Already familiar with Murrieta's processes and priorities, Kim will continue to lead a streamlined right-of-way program built on clear communication and proactive risk management to help ensure that the Project can obtain Caltrans Certification and meet its schedule goals.

Project Management services will include:

- Coordinating with the City and project stakeholders to expedite the right-of-way appraisal and acquisition process.
- Overseeing all right-of-way activities to ensure tasks are completed accurately, and in compliance with Caltrans standards.
- Working closely with Mark Thomas to monitor project progress and respond to proposed design changes.

- Preparing and delivering written status reports to communicate progress and flag potential issues.
- Developing and updating the project schedule to track right-of-way activities from implementation through closeout.
- Implementing Monument's Quality Control Plan to ensure all maps, forms, documents, and deliverables meet quality standards.

COLLABORATION WITH THE CITY

Our team's past and current experience partnering with the City of Murrieta has allowed us to establish communication protocols and work processes that will continue to benefit the Project. Under Kim's leadership, we will continue coordination with City staff, utility providers, and Caltrans to ensure all parties are in agreement on key milestones and critical path tasks from kickoff to closeout.

TITLE AND ESCROW

The Monument team includes Krystal Thompson, a 20-year expert in title and escrow, with extensive experience in commercial title research and coordination. Krystal will review PTRs to identify encumbrances and liens, advise on title issues affecting acquisition, and manage the escrow process upon acceptance and execution of offers. Final closing packages and title insurance policies will be delivered to the City immediately following escrow completion.

APPRAISAL SERVICES

Monument's in-house appraiser, Adam Bogorad, will conduct formal appraisals of all impacted properties. All appraisals and appraisal reviews for the acquisition of real property will be prepared in accordance with the URA (49 CFR Part 24) and with the Uniform Standards of Professional Appraisal Practice (USPAP). A single "self-contained" appraisal report will be prepared for each acquisition that will contain, at a minimum, the ***following required information:***

- Description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- Statement of known and observed encumbrances, if any, along with location, zoning, present use, analysis of highest and best use, and five-year sales history.
- An analysis of all identified comparable sales, including a description of all physical, legal, and economic factors contributing to property's value.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

APPRAISAL REVIEW

Monument has proudly worked alongside Christie Santolucito from the Santolucito Dore Group to deliver countless appraisal review reports for local agencies. Christie will conduct a formal review of each appraisal report to ensure that the employed methodologies, analysis and calculations are correct and in compliance with minimum USPAP reporting requirements. Christie will work directly with Adam to discuss and resolve any errors or issues, before ultimately issuing a Review Certificate and recommending approval of the appraisal report.

ACQUISITION AND NEGOTIATION

Kim will be supported by our team of highly experienced agents to coordinate with property owners, prepare offer packages, and acquire all property rights in compliance with the URA and Caltrans Right-of-Way Manual. ***Monument will:***

- Review right-of-way plans, appraisal and title reports, maps, and legal descriptions.

- Prepare offer packages including purchase offers, appraisal summaries, agreements, deeds and all other required documents.
- Meet with property owners to present offers, explain the project, and address questions.
- Negotiate in good faith, maintain acquisition files, and secure ROEs, PTECs, licenses, or permits as needed.
- Submit executed documents to the City along with transaction summaries.
- Prepare Letters of Recommendation for administrative settlements or recommend condemnation if negotiations reach an impasse, outlining strategy for continued agreement efforts.

EMINENT DOMAIN SUPPORT

In the event that negotiations are unsuccessful or the project schedule necessitates the use of condemnation, Kim will submit a recommendation to the City to initiate the eminent domain process. We will work closely with the City's legal counsel in preparing the Resolution of Necessity hearing notices, providing copies of acquisition files and contact diaries, and assisting with trial preparation, as requested. Settlement negotiations by legal staff may continue until the trial begins, including alternative dispute resolution and negotiations for Stipulated Use and Possession to ensure access to the property to maintain project schedules. Monument has proven to be a valuable asset to our clients and their legal staff when eminent domain proceedings are required.

UTILITY COORDINATION

Monument's Utility Relocation Team, led by Curtis Bibolet, has extensive experience providing utility coordination management for agencies throughout the Inland Empire, and has close working relationships with many local utility providers. Monument utilizes the Caltrans process for utility coordination as our standard protocol to address conflicting utility owners, which contains ***the following tasks:***

- **PREPARATION AND MANAGEMENT** of utility impact estimates.
- **IDENTIFICATION AND ANALYSIS** of existing utility services and facilities.
- **PREPARATION AND DELIVERY** of utility verification letters, requesting as-built drawings of all existing facilities.
- **DETERMINATION** of high/low risk facilities.
- **PREPARATION AND DELIVERY** of all required Notices to Owners and Utility Agreements.
- **COORDINATION** of any required potholing efforts or field surveys.

RIGHT-OF-WAY CERTIFICATION

Obtaining Caltrans Certification approval by February, 2026 will be Monument's primary goal, and we will leverage our combined experience and existing relationships with District 8 staff to ensure that it is achieved. We are already working with Caltrans to complete the early acquisition approval process for the Project, we will continue to utilize proven acceleration techniques, ***including:***

- **OBTAINING** pre-approval of all document templates
- **INSERTING** a Caltans-approved early possession clause into all agreements
- **SUBMITTING** each executed agreement and required documentation as they are received, allowing for early review
- **PREPARING AND SUBMITTING** a draft certification 60 days ahead of expected completion
- **MAINTAINING** open and consistent communication with Caltrans, Mark Thomas and the City to proactively advance the certification process

Monument knows the certification process and District 8's expectations, and we know how to ensure the Project's schedule is maintained.

PROJECT TRACKING AND REPORTING

Our proprietary Integrated Project Management (IPM) system, built on the Podio platform, tracks every phase of the right-of-way process, from mapping and appraisals to negotiations and closeout. ***It delivers:***

- **CASE MANAGEMENT FOR ACQUISITIONS AND RELOCATIONS**
- **SCHEDULE TRACKING TO ENSURE ON-TIME COMPLETION**
- **BUDGET MONITORING WITH TREND ANALYSIS AND VARIANCE REPORTING**
- **REAL-TIME REPORTING FOR OVERALL PROGRESS AND INDIVIDUAL CASE STATUS**
- **CENTRAL DOCUMENT STORAGE FOR QUICK ACCESS**
- **WORKFLOW APPROVALS FOR KEY PROJECT DELIVERABLES**
- **SECURE MOBILE ACCESS FOR UPDATES ANYWHERE**

We also provide GIS-based project mapping to visually track acquisition progress from planning to ribbon-cutting, enabling faster, more informed decisions and ensuring timely delivery of all milestones.

COST CONTROL AND BUDGET MANAGEMENT

Monument will manage a detailed budget for right-of-way services costs with itemized cost categories for each anticipated acquisition, appraisal, utility relocation, and related costs. Monument's invoicing will be billed monthly and will include an Earned Value Analysis along with a list of tasks and subtasks performed, including the number of hours and dates worked by each team member. Kim will review and approve each invoice to ensure accuracy and to monitor the and update the overall budget, and regularly report status to the City.

STRATEGY FOR BALANCING COST EFFICIENCY WITH ADHERENCE TO SCHEDULE MILESTONES

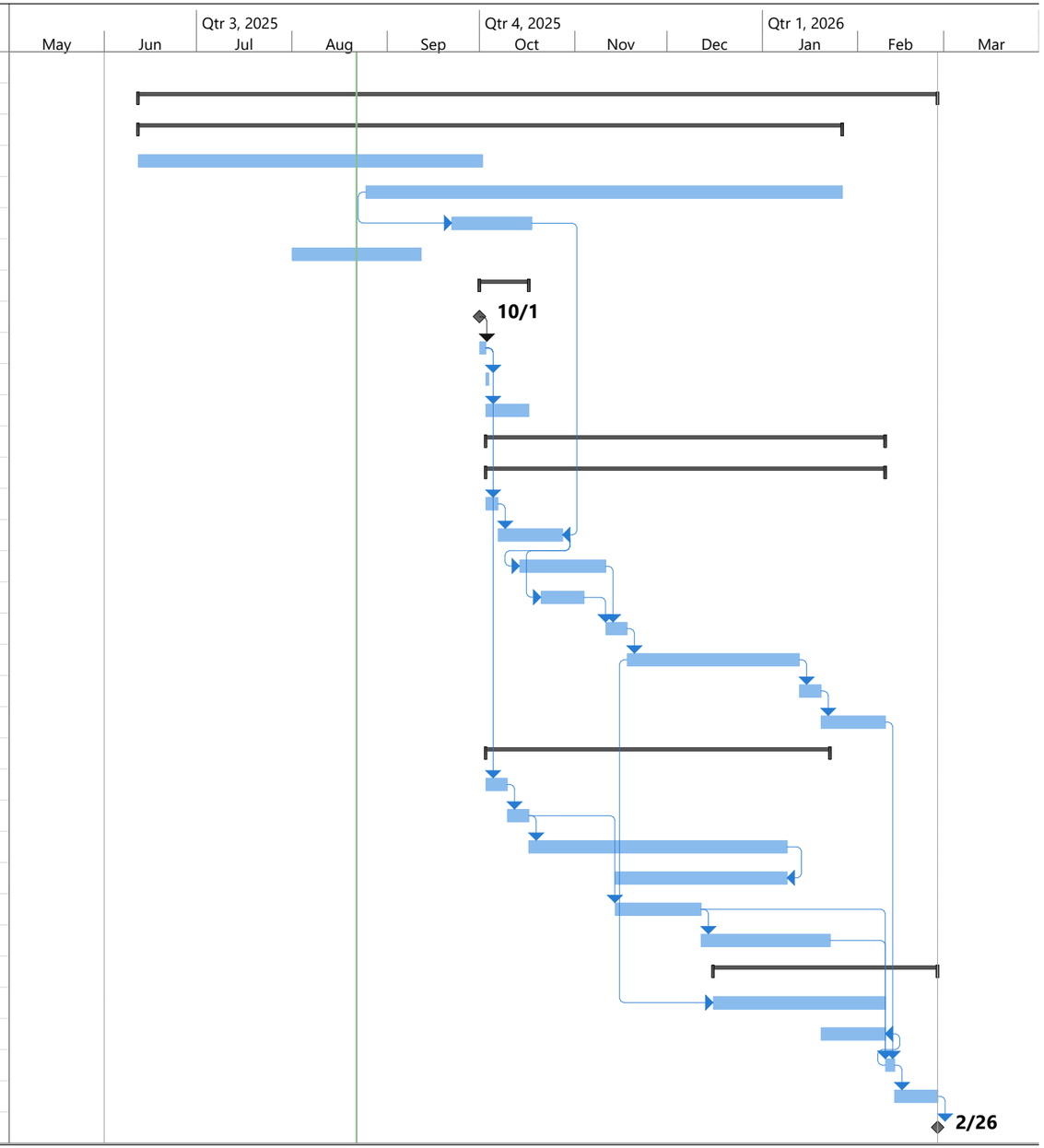
To maintain cost efficiency without sacrificing schedule milestones or quality, Kim will establish a detailed, parcel-by-parcel project plan that integrates scope, budget, and schedule in one management framework. We set a realistic baseline budget that accounts for Project needs, risk factors, and potential scope changes, then track costs against it in real time. Monument also employs centralized processes that ensure each team member or department is focused on their strengths, maximizing efficiency and optimizing every dollar spent.

As an invested partner in the I-215 / Keller Road Interchange Project, the Monument team is excited to continue contributing to the Project's success. We are confident that our industry experience and expertise in providing highly valuable right-of-way and utility coordination services, along with our skilled, local team, will ensure that the Project can progress uninterrupted and be completed on or ahead of schedule.

I-215 @ Keller Interchange Project

ROW Certification Delivery Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		**I-215 @ Keller Interchange Project**	**186 days?**	**Thu 6/12/25**	**Thu 2/26/26**
3		**Project Milestones**	**163 days?**	**Thu 6/12/25**	**Mon 1/26/26**
4		Final Environmental Document	80 days	Thu 6/12/25	Wed 10/1/25
5		Engineering Design	111 days?	Mon 8/25/25	Mon 1/26/26
6		R/W Engineering (legals & plats)	20 days	Mon 9/22/25	Fri 10/17/25
7		Early Acquisition Approval	30 days	Fri 8/1/25	Thu 9/11/25
8		**Pre-Acquisition Activities**	**12 days**	**Wed 10/1/25**	**Thu 10/16/25**
9		Authorization to Proceed	0 days	Wed 10/1/25	Wed 10/1/25
10		Analyze Design & R/W Requirements	2 days	Wed 10/1/25	Thu 10/2/25
11		Participate in Project Kickoff Meeting	1 day	Fri 10/3/25	Fri 10/3/25
12		Review Title Reports	10 days	Fri 10/3/25	Thu 10/16/25
13		**ROW Acquisition Process**	**92 days**	**Fri 10/3/25**	**Mon 2/9/26**
14		**Property Acquisitions**	**92 days**	**Fri 10/3/25**	**Mon 2/9/26**
15		Issue Notice of Decision to Appraise	2 days	Fri 10/3/25	Mon 10/6/25
16		Finalize Appraisal Reports	3 wks	Tue 10/7/25	Mon 10/27/25
17		OTS Appraisal Review	1 mon	Tue 10/14/25	Mon 11/10/25
18		Prepare Offer Package	2 wks	Tue 10/21/25	Mon 11/3/25
19		City Approval of Just Compensation	5 days	Tue 11/11/25	Mon 11/17/25
20		Present Offer Letter/Negotiations	40 days	Tue 11/18/25	Mon 1/12/26
21		Execute R/W Contract/Possession Agreements	5 days	Tue 1/13/26	Mon 1/19/26
22		Open/Close Escrow	15 days	Tue 1/20/26	Mon 2/9/26
23		**Utility Coordination**	**80 days**	**Fri 10/3/25**	**Thu 1/22/26**
24		Comfirm Conflict Idenification with Designer	5 days	Fri 10/3/25	Thu 10/9/25
25		Issue Relocation Claim Letters	5 days	Fri 10/10/25	Thu 10/16/25
26		Coordination with Utility Owners	3 mons	Fri 10/17/25	Thu 1/8/26
27		Draft/Finalize Utility Agreements	40 days	Fri 11/14/25	Thu 1/8/26
28		Issue Notices to Relocate to Utility Owners	20 days	Fri 11/14/25	Thu 12/11/25
29		Coordinate Encroachment Permits	30 days	Fri 12/12/25	Thu 1/22/26
30		**ROW Certification Process**	**53 days**	**Tue 12/16/25**	**Thu 2/26/26**
31		Submit "Pre-Approval" Packages to Caltrans	40 days	Tue 12/16/25	Mon 2/9/26
32		Submit Draft Certification to Caltrans	3 wks	Tue 1/20/26	Tue 2/10/26
33		Submit Final Certification to Caltrans	3 days	Tue 2/10/26	Thu 2/12/26
34		Caltrans Final Review	2 wks	Fri 2/13/26	Thu 2/26/26
35		**Obtain Caltrans Approval**	0 days	Thu 2/26/26	**Thu 2/26/26**



Project: I-215 @ Keller Schedule
Date: Fri 8/22/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

4

SECTION FOUR

Key Personnel Resumes



Kim Bibolet, SR/WA, R/W-NAC

PROJECT MANAGER

Kim has been providing invaluable right-of-way management support to transportation infrastructure projects for nearly 2 decades, including extensive work with the City of Murrieta on projects such as the CalOaks Interchange Improvement Project, Menifee Rd. Improvement Project, Meadowlark/Whitewood Road Improvement Project, and the Guava Street Bridge Replacement Project. She is approachable and collaborative, and is widely recognized for her expertise in Caltrans, FHWA, and FTA compliance, consistently delivering federally funded projects on time and audit-ready. Her experience spans every aspect of the right-of-way industry, from strategic planning and project management to complex acquisition, relocation, and utility coordination, making Kim one of the most trusted and qualified professionals in the Inland Empire.

KIM
AT A GLANCE

EXPERIENCE

18 YEARS OF EXPERIENCE
4 YEARS WITH MONUMENT

EDUCATION

BACHELORS
Sports Science,
University of Idaho

LICENSES

REAL ESTATE SALESPERSON
State of California,
CA #01883565

AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION
Senior Right-of-Way Agent (SR/WA), Right-of-Way Negotiation and Acquisition (R/W-NAC)

WTS Women's Transportation Seminar

PROJECT EXPERIENCE

SR-79 REALIGNMENT PROJECT

Riverside County Transportation Commission | Riverside, CA

Kim oversees right-of-way delivery for this 12-mile highway improvement project through Winchester, San Jacinto, and Hemet, supporting a right-of-way capital program estimated at approximately $30 million under a $400,000 contract. Her responsibilities include managing acquisitions (2 full takes, 20 partial takes), residential and business relocations, and coordination of relocation services for the Van Dam Dairy. Kim leads budgeting, scheduling, negotiations, and oversight of agency consultants, and she has played a key role in helping the agency navigate a major funding gap by prioritizing critical parcels and implementing cost-effective strategies to keep the project moving forward.

I-15 RAILROAD CANYON ROAD INTERCHANGE

Riverside County Transportation Commission | Riverside to Perris, CA

Kim managed the right-of-way process which included 14 parcels in Lake Elsinore that were owned by 9 unique owners. These properties included an In-N-Out restaurant, a Carl's Jr. restaurant franchise, an Arco Gas Station, and a Walmart. Acquisition activities included partial takes, Utility Easements, and the acquisition of TCEs and relinquishment of access rights. All properties were acquired voluntarily, and project certification was obtained ahead of schedule.

GUAVA STREET BRIDGE REPLACEMENT PROJECT

City of Murrieta | Murrieta, CA

As Project Manager, Kim oversaw title services, appraisals, acquisition negotiations, personal property relocations, and escrow coordination for this bridge replacement project over Murrieta Creek. She coordinated with four property owners to secure right-of-way, slope, drainage, and temporary construction easements, and worked closely with one owner to relocate extensive improvements, including exotic animal pens encroaching upon Washington Avenue and Guava Street, back within the property boundary. Kim successfully obtained a Level 1 Certification for this Caltrans oversight project ahead of schedule.



Curtis Bibolet, SR/WA, R/W-AMC

UTILITY COORDINATION MANAGER

As a certified right-of-way professional, Curtis brings extensive expertise in real estate transactions and utility relocation. He has over 16 years of experience managing best practices, regulatory procedures, and logistics for utility relocation projects on behalf of public agencies. With his approachable leadership style, Curtis provides oversight and quality review for Monument agents while focusing on maximizing revenue, clearing encroachments, and mitigating utility conflicts for his clients.

CURTIS AT A GLANCE

EXPERIENCE

16 YEARS OF EXPERIENCE
4 YEARS WITH MONUMENT

EDUCATION

BACHELORS
Communications Studies,
Minor in Business,
University of Idaho

LICENSES

REAL ESTATE SALESPERSON
State of California,
CA # 02008725

AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION
Senior Right-of-Way Agent (SR/WA) Right-of-Way Asset Management (R/W-AMC)

WTS Women's Transportation Seminar

PROJECT EXPERIENCE

ON CALL UTILITY RELOCATION COORDINATION

Riverside County Transportation Commission | Riverside County, CA

Curtis provides comprehensive support for utility identification, relocation, protection, and abandonment activities across a variety of infrastructure projects. He manages coordination with public and private utility owners, including electric, gas, water, cable, and telecom providers, to ensure compliance with project schedules and regulatory requirements. Curtis supports both direct utility coordination and oversight of consultant teams, handling tasks such as conflict identification, permit acquisition, field verification, and preparation of relocation plans and cost estimates. He prepares and reviews essential documentation, including Utility Agreements, Reports of Investigation, Notices to Owners, and Caltrans right-of-way certification packages. With strong working relationships across local utility agencies and a perfect record in Caltrans certification approvals, Curtis plays a key role in minimizing delays, resolving conflicts, and supporting the successful delivery of RCTC projects.

SANTA ANA RIVER TRAIL (SART) PHASE 2

Riverside County Transportation Commission | Corona, CA

Curtis is serving as Utility Coordination Manager for the westernmost phase of the Santa Ana River Trail project, where he is leading the relocation of electric, cable, gas, and waterline facilities. He is coordinating with multiple utility owners, including AT&T, City of Corona, Level 3 Communications, Metropolitan Water District, Santa Ana Watershed Project Authority, Southern California Edison, Southern California Gas, and Sprint. Curtis is responsible for securing permits, approvals, and relocation agreements, maintaining detailed documentation of all utility coordination efforts, and providing regular updates to RCTC and the design team. His proactive management ensures that utility work is aligned with project milestones and delivered without delay.

LA CADENA OVER SANTA ANA RIVER BRIDGE REPLACEMENT PROJECT

City of Colton | Colton, CA

Curtis served as Utility Coordination Manager for the La Cadena Bridge Replacement Project, overseeing the relocation of electric, cable, gas, and waterline facilities to prepare the site for construction. He led all utility coordination efforts, working with utility owners to identify conflicts, secure necessary agreements, and ensure relocations were completed in accordance with project requirements. Curtis was also responsible for preparing and submitting the utility components required for Caltrans Right of Way Certification.



Joey Mendoza, PMP, BROKER

PROJECT DIRECTOR

Joey has over 37 years of experience in right-of-way program and project management and has delivered a broad spectrum of projects including grade separation, highway expansion, and interchange improvement. He has successfully managed and executed over 10,000 acquisitions, relocations and real estate-related transactions for public projects throughout California. He is considered one of the industry leaders in right-of-way program management, preparation of detailed project management plans, cost estimates and budgetary reports for large public sector projects.

JOEY AT A GLANCE

EXPERIENCE

38 YEARS OF EXPERIENCE
5 YEARS WITH MONUMENT

EDUCATION

COURSEWORK
Business Administration, California State University, Long Beach

LICENSES

PROJECT MANAGEMENT PROFESSIONAL (PMP)
Project Management Institute

REAL ESTATE BROKER
State of California, CA #01144860

AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION

WTS Women's Transportation Seminar

ACEC AMERICAN COUNCIL OF ENGINEERING COMPANIES

PROJECT EXPERIENCE

INTERSTATE 405 IMPROVEMENT PROJECT

Orange County Transportation Authority | Orange, CA

Joey was responsible for the development, implementation, and overall delivery of the right-of-way program required to construct this 16-mile design-build project that improved the I-405 between State Route 55 and the I-605. The project consisted of 288 partial acquisitions impacting residential and commercial properties, motels, public facilities, federal lands, and a regional shopping mall, and required right-of-way certification and release to the design-build contractor in segmented parcel groups. Joey delivered a scope consisting of real estate appraisals, appraisal reviews, parcel mitigation planning, property negotiations, title and escrow, relocation assistance, condemnation coordination, certification, scheduling, cost estimating, risk management, and project closeout. The project boasts a 100% success rate of right-of-way delivered on schedule with no delays to construction and required minimal condemnation due to a high settlement rate. Joey led a think tank that developed new processes which saved OCTA millions of dollars and accelerated the delivery process.

STATE ROUTE 91 CORRIDOR IMPROVEMENT PROJECT

Riverside County Transportation Commission | Riverside, CA

Joey was responsible for planning, managing, and implementing a wide array of right-of-way activities during the environmental phase including strategic planning, cost estimating, and market trend analysis; risk identification and management; public outreach; design-build procurement process; corridor analysis, and early and advance acquisition. He fully implemented and oversaw the entire right-of-way process, policy development, and coordination with state and federal regulatory agencies. This high-profile, politically sensitive design-build project involved over 450 partial and full acquisitions with varying degrees of difficulty, and approximately 250 residential and business relocations.

STATE ROUTE 91 HOV GAP CLOSURE PROJECT

Riverside County Transportation Commission | Riverside, CA

Joey was responsible for this seven-mile freeway widening project through the developed corridor of Downtown Riverside. The right-of-way associated with this project consisted of significant partial acquisitions affecting commercial, retail, and public agency facilities, acquisition of railroad properties, and relocation of several complex businesses. Joey was responsible for overall management and implementation of the right-of-way delivery process, as well as coordination with the various disciplines for project design, right-of-way engineering, appraisal, environmental, RCTC counsel, and Caltrans functional leads.

ATTACHMENT B.1 ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

☒ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

☒ The Proposal provided reflects any additional addendum(s) issued with respect to this RFQ.

☒ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Murrieta pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

☒ Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit J) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFQ. Warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Monument ROW
Company Name

200 Spectrum Center Suite 300
Address

Irvine | California | 92618
City | State | Zip Code

(949)703.9799 | ( ) | none
Number | Fax Number | Telephone

Company Type:
☒ Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company (LLC)
☐ Individual/Sole Proprietor or single member LLC ☐ Other: _____

Signed By

Amber Costello | President
Print Name | Title

ATTACHMENT B.2 INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MURRIETA (CITY,) AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION	Statutory	$1,000,000	$1,000,000
	EMPLOYER'S LIABILITY	Statutory	$1,000,000	$1,000,000
YES	GENERAL LIABILITY	Bodily Injury	$1,000,000	$2,000,000
		Property Damage	$1,000,000	$2,000,000
		Bodily Injury & Damage Combined	$1,000,000	$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	$1,000,000	$1,000,000
		Each Person	$1,000,000	$1,000,000
		Each Occurrence	$1,000,000	$1,000,000
		Property Damage	$1,000,000	$1,000,000
		Bodily Damage and Property Damage, Combined	$1,000,000	$1,000,000
YES	**ADDITIONALLY INSURED**	THE CITY OF MURRIETA IS TO BE NAMED AS AN ADDITIONAL INSURED: **CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE**, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

INSURANCE COVERAGE:

- A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

- A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY

- DEDUCTIBLE AMOUNTS IN EXCESS OF $25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

- UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- **PRIMARY COVERAGE**: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

- **CROSS LIABILITY:** THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

- **NOTICE OF CANCELLATION:**
  IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

  IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

  NOTICES SHALL BE MAILED TO:

  DEPARTMENT OF FINANCE
  CITY OF MURRIETA
  1 TOWN SQUARE
  MURRIETA, CA 92562

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

ATTACHMENT C – CERTIFICATION OF NON-COLLUSION

Made to: City of MURRIETA

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and

(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Amber Costello, President	
Printed Name and Title	**Signature**
Monument ROW	949.703.9799
Name of Firm/Company/Corporation	**Telephone Number**
200 Spectrum Center Suite 300	Irvine, CA 92618
Street Address	**City, State, Zip**
acostello@monumentrow.com	8/27/2025
Email Address	**Date**

ATTACHMENT D

PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

ATTACHMENT D – PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

None

a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

None

LITIGATION HISTORY:

Check One:

☒ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Monument ROW

SIGNATURE: _____

NAME: Amber Costello

TITLE: President

DATE: 8/27/2025

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT E

ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SB 1383

ATTACHMENT E – ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines "Organic waste" as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage https://www.calrecycle.ca.gov/organics/slcp

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

Monument ROW

(Firm Name)

Amber Costello, President

(Print name and title of person signing for firm)

8/27/2025

(Signature/Date)

Exhibit 10-I: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of 22.00 %

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant’s executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please email DBE.Certification@dot.ca.gov for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website. For guidance on how to search for certified firms using the CUCP database, please visit: DBE Goal Setting | Caltrans

Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Murrieta 2. Contract DBE Goal: 22%

3. Project Description: Construction of New Interchange connection to the I-215 at Keller Road

4. Project Location: Murrieta, CA

5. Consultant's Name: Monument ROW 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Real Estate and Right-of-Way Services	CUCP #46456	Amber Costello Monument ROW 200 Spectrum Center, Suite 300, Irvine, CA 92618 949.703.9799, acostello@monumentro .com	85.5%
Appraisal Review Services	CUCP# 43345	Christie Santolucito, Santolucito Dore Group, Inc. 31600 Railroad Canyon Road, Suite 100-L Canyon Lake, CA 92587 951.225.3500 christie@sdgroupinc.com	9%

Local Agency to Complete this Section

17. Local Agency Contract Number: CIP 20-05

18. Federal-Aid Project Number: 5483 (015)

Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature

22. Date

23. Local Agency Representative's Name

24. Phone

25. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION 94.5 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature

13. Date: 8/27/2025

14. Preparer's Name: Amber Costello

15. Phone: 949.703.9799

16. Preparer's Title: President

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

UNIFIED CERTIFICATION

CALIFORNIA UNIFIED CERTIFICATION PROGRAM

February 20, 2024

CUCP# 46456
Metro File #8144

Ms Amber Costello
Monument ROW
8 Cobblestone Court
Laguna Niguel, CA 92677

Subject: Disadvantaged Business Enterprise Certification

Dear Ms Amber Costello:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541191: TITLE ABSTRACT AND SETTLEMENT OFFICES
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES

Your DBE certification applies only for the above code(s). You may review your firms information in the CUCP DBE database which can be accessed at the CUCP website at https://californiaucp.dbesystem.com. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net/connect.

Sincerely,

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
1823 14th STREET
SACRAMENTO, CA 95811
Phone: 916) 324-1700
FAX: (916) 324-1862
TTY: 711

February 25, 2020

Christine Santolucito
Santolucito Dore Group, Inc.
31600 Railroad Canyon Road, Suite 100-L
Canyon Lake, Ca 92587

Firm ID: 43345

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Santolucito

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
531320	Offices of real Estate Appraisers

Work Category Codes	Description
H6531	Real Estate Appraisers & Brokers
H6532	Commercial Real Estate Appraisers

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at https://ucp.dot.ca.gov/licenseForm.htm. Any additions and revisions must be submitted to Caltrans for review and approval.

To ensure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on DBE contracting opportunities, please visit our website at http://www.dot.ca.gov/hq/esc/oe/.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

MARYLEE MIGLINO
Office Chief
Certification Branch

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 8/27/2025 PE/CE

Federal-aid Project No(s). TBD Bid Opening Date 8/8/2025 CON

The City of Murrieta established a Disadvantaged Business Enterprise (DBE) goal of 22 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications Dates of Advertisement

None. Monument, the Prime Contractor, is a registered DBE and SBE, and our Appraisal Review subconsultant, Santolucito Dore, is a registered DBE and SBE, surpassing the DBE requirements for this project.

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited Date of Initial Solicitation Follow Up Methods and Dates

Not Applicable.

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract	
Appraisal Review Services	Y	21	$35,200.20	9	Santolucito Dore
All other right-of-way services not including title reports	Y	See Cost Proposal	$326,481.96	85.5	Monument ROW

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Not Applicable.

Names, addresses and phone numbers of firms selected for the work above:

Christie Santolucito, Santolucito Dore Group, Inc.
31600 Railroad Canyon Road, Suite 100-L
CanyonLave, CA 92587
951.225.3500 christie@sdgroupinc.com

Amber Costello
Monument ROW
200 Spectrum Center, Suite 300, Irvine, CA 92618
949.703.9799, acostello@monumentrow.com

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Not Applicable.

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Not Applicable

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Not Applicable - None		

H. Any additional data to support a demonstration of good faith efforts:

Not Applicable Not Applicable

DUNS # & SAM.GOV REGISTRATION CONFIRMATION

MURRIETA (CITY,)

This project includes federal funds, receiving funding from the American Rescue Plan (ARP) program. As such, in order to enter into contract for completion of the project, your organization must meet the following registration requirements:

- DUNS Registration (must be done before Sam.gov registration can be completed)
- Sam.gov Registration

DUNS Registration: (Free 1x registration at www.dnb.com/duns-number.html
The D&B D-U-N-S® Number is a unique nine-digit identifier for businesses. It is used to establish a business credit file, which is often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of the company in question. D-U-N-S, which stands for data universal number system, is used to and maintain accurate and timely information on +265M global businesses.

SAM.gov (Free 1x registration at www.sam.gov, requires annual renewal (free))
Sam.gov is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. You must have an existing DUNS number to register.

Please note, failure to meet BOTH of these requirements could result in delay of execution of contract or cancellation of entering into contract.

I acknowledge the DUNS and Sam.gov registration requirements listed above must be met in order to enter into contact for the project/program identified.

(Signature) 8/27/2025 (Date)

MURRIETA

Please mark applicable below:

__x__ I am already registered with:
- DUNS (My organization's DUNS number is 081339213)
- Sam.gov (My organization's CAGE number is 9EP80)

_____ I have submitted registration request for:
- DUNS (Date Submitted _____)
- Sam.gov (Date Submitted _____)

Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension is a disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based casesinvolving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

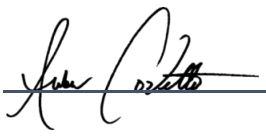
No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor is not debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3} years: does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Monument ROW

Authorized Representative Name: Amber Costello, President

Signature: 

Date: 8/27/2025

Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension isa disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based cases involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

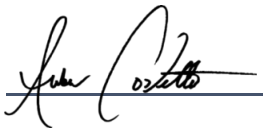
No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor isnot debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Monument ROW

Authorized Representative Name: Amber Costello

Signature: 

Date: 8/27/2025

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

Not Applicable - None

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

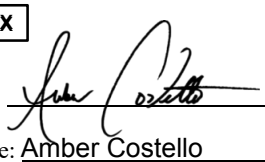
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☒

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: 

Print Name: Amber Costello

Title: President

Telephone No.: 949.703.9799 Date: 8/27/2025

Authorized for Local Reproduction

Federal Use Only:

Standard Form - LLL

Standard Form LLL Rev. 04-28-06

ATTACHMENT C – CERTIFICATION OF NON-COLLUSION

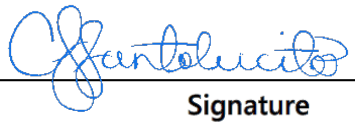
Made to: City of MURRIETA

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and

(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Christie Santolucito President / CEO	
Printed Name and Title	**Signature**
Santolucito Doré Group, Inc.	951-225-3500
Name of Firm/Company/Corporation	**Telephone Number**
31566 Railroad Canyon Road, Suite 2 PMB 10	Canyon Lake, CA 92587
Street Address	**City, State, Zip**
christie@sdgroupinc.com	8/25/2025
Email Address	**Date**

ATTACHMENT D – PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

NONE

a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

NONE

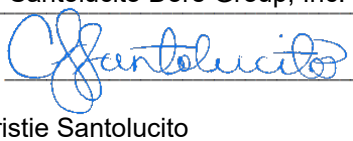
LITIGATION HISTORY:

Check One:

☑ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Santolucito Doré Group, Inc.

SIGNATURE: 

NAME: Christie Santolucito

TITLE: President / CEO

DATE: 8/25/2025

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT E – ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines "Organic waste" as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage https://www.calrecycle.ca.gov/organics/slcp

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

Santolucito Doré Group, Inc.

(Firm Name)

Christie Santolucito President / CEO

(Print name and title of person signing for firm)

8/25/2025

(Signature/Date)

DUNS # & SAM.GOV REGISTRATION CONFIRMATION

MURRIETA (CITY,)

This project includes federal funds, receiving funding from the American Rescue Plan (ARP) program. As such, in order to enter into contract for completion of the project, your organization must meet the following registration requirements:

- DUNS Registration (must be done before Sam.gov registration can be completed)
- Sam.gov Registration

DUNS Registration: (Free 1x registration at www.dnb.com/duns-number.html
The D&B D-U-N-S® Number is a unique nine-digit identifier for businesses. It is used to establish a business credit file, which is often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of the company in question. D-U-N-S, which stands for data universal number system, is used to and maintain accurate and timely information on +265M global businesses.

SAM.gov (Free 1x registration at www.sam.gov, requires annual renewal (free))
Sam.gov is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. You must have an existing DUNS number to register.

Please note, failure to meet BOTH of these requirements could result in delay of execution of contract or cancellation of entering into contract.

I acknowledge the DUNS and Sam.gov registration requirements listed above must be met in order to enter into contact for the project/program identified.

(Signature) 8/25/2025 (Date)
MURRIETA

Please mark applicable below:

✓ I am already registered with:
- DUNS (My organization's DUNS number is 067171201)
- Sam.gov (My organization's CAGE number is S1MZHKMXJ9T3)

_____ I have submitted registration request for:
- DUNS (Date Submitted _____)
- Sam.gov (Date Submitted _____)

Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension is a disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based cases involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor is not debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Santolucito Doré Group, Inc.

Authorized Representative Name: Christie Santolucito

Signature: 

Date: 8/25/2025

Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

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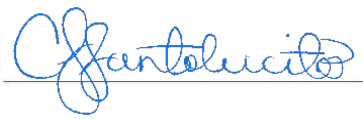
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I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Santolucito Doré Group, Inc.

Authorized Representative Name: Christie Santolucito

Signature: 

Date: 8/25/2025

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

N/A

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☒

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Christie Santolucito

Print Name: Christie Santolucito

Title: President / CEO

Telephone No.: 951.225.3500 Date: 8/25/2025

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

There are no special requirements for this project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of 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"

monument



SUBMITTED AUGUST 27, 2025

PROPOSAL FOR
RIGHT-OF-WAY SERVICES

I-215 / Keller Road Interchange Project

COST PROPOSAL



PREPARED BY
MONUMENT
200 Spectrum Center
Suite 300
Irvine, CA 92618
Ph: 800.577.0109
monumentrow.com

PREPARED FOR
CITY OF MURRIETA DEPARTMENT OF PUBLIC WORKS
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager
Department of Public Works
1 Town Square
Murrieta, CA 92562

City of Murrieta
Department of Public Works
1 Town Square
Murrieta, CA 92562
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager

Subject: Cost Proposal for Right-of-Way Services for the I-215 / Keller Road Interchange Project

Dear Mr. Bennecke,

Monument is pleased to submit our Cost Proposal to the City of Murrieta (City) for Right-of-Way Services for the I-215 / Keller Road Interchange Project (Project). We recognize the budget constraints that local agencies often face, and we are committed to providing competitive rates that align with the City's budget. Since the Project will receive federal funding, our pricing is based on Monument's 2024 approved Caltrans Indirect Cost Rate, and we have included a Caltrans 10-H1 form to help facilitate timely processing.

In preparing this cost proposal, Monument has drawn on our current involvement in the Project's planning phase, and our familiarity with the City's objectives and schedule, to develop an approach that focuses on regulatory compliance and urgency, while remaining attentive to the City's budget priorities. We are prepared to seamlessly transition into the right-of-way phase upon authorization and continue supporting the City in meeting its accelerated timeline and ensuring the Project's success.

Sincerely,

Amber Costello
President and CEO
Monument

City of Murrieta
I-215/Keller Rd. Interchange Project

103.26%	Overhead %	Name	Monument ROW											
			Joey Mendoza	**Kim Bibolet**			**Curtis Bibolet**		Project Coordinator	Project Support Specialist	Project Controller		**Total Hours**	**Total Costs**
10%	Fee%	Category/Title	Principal In Charge	Sr. Project Manager	Sr. Agent	Agent	Utility Manager	Utility Coordinator						
		Direct Rate	$111.42	$87.98	$55.29	$39.62	$74.52	$45.91	$43.27	$29.71	$57.69			
		Billing Rate	$249.58	$197.08	$123.85	$88.75	$166.92	$102.84	$96.92	$66.55	$129.23	$0.00		
Task 1	**Project Management**		**26**	**78**	**0**	**0**	**22**	**18**	**124**	**0**	**2**	**0**	**270**	**$ 39,661.53**
1.1	Meetings and Coordination		16	52			14	18	124				224	$ 30,447.92
1.2	Progress Reports		4	16			4				2		26	$ 5,077.68
1.3	Project Schedule		6	10			4						20	$ 4,135.94
													0	$ -
													0	$ -
	Task 1 Percentage of Work		**10%**	**29%**	**0%**	**0%**	**8%**	**7%**	**46%**	**0%**	**1%**	**0%**		
Task 2	**Right-of-Way**		**25**	**116**	**240**	**442**	**100**	**180**	**180**	**120**	**0**	**0**	**1403**	**$ 158,687.02**
2.1	Title Reports			2					12				14	$ 1,557.25
2.2	Right-of-Way Requirement Maps			2									2	$ 394.15
2.3	Appraisal Maps			2									2	$ 394.15
2.4	Appraisals and Appraisal Reviews			8					24				32	$ 3,902.80
2.5	Negotiations		2	48	240	380			60	80			810	$ 84,546.74
2.6	Escrow Coordination & Closing			8		42			40	40			130	$ 11,843.06
2.7	Eminent Domain Support, if needed		2	12					20				34	$ 4,802.56
2.8	Utility, Caltrans & FHWA Coordination		8	8			80	180					276	$ 35,438.14
2.9	Caltrans RW Manual and URA Compliance		11	12		10	8						41	$ 7,333.18
2.1	Report and Documentation for RW Certification		2	14		10	12		24				62	$ 8,475.00
			2%	**8%**	**17%**	**32%**	**7%**	**13%**	**13%**	**9%**	**0%**	**0%**		
	Direct labor		**$5,682.42**	**$17,068.12**	**$13,269.60**	**$17,512.04**	**$9,091.44**	**$9,090.18**	**$13,154.08**	**$3,565.20**	**$115.38**	**$0.00**		**$ 88,548.46**
	TOTAL HOURS		**51**	**194**	**240**	**442**	**122**	**198**	**304**	**120**	**2**	**0**	**1673**	
														$ 91,435.14
														$17,998.36
	Subtotal Labor:		**$12,728.62**	**$38,232.59**	**$29,723.90**	**$39,226.97**	**$20,364.83**	**$20,362.00**	**$29,465.14**	**$7,986.05**	**$258.45**	**$0.00**		**$ 197,981.96**
	Other Direct Costs													**$ 184,700.20**
	Escalation													$0.00
	Mileage													$ 1,200.00
	Postage													$ 1,300.00
	Preliminary Title Reports 21 @ $1,000/each													$ 21,000.00
	Appraisals 21 @ $6,000/each													$ 126,000.00
	Appraisal Reviews 21 @ $1,600 - $1,800													$ 35,200.20
	TOTAL COST:													**$ 382,682.16**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Monument ROW

Project No.: TBD Contract No.: TBD Date: 8/27/25

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge	Joey Mendoza	51	$111.42	$ 5,682.42
Sr. Project Manager	Kim Bibolet	194	$87.98	$ 17,068.12
Se. Agent		240	$55.29	$ 13,269.60
Agent		442	$39.62	$ 17,512.04
Utility Manager	Curtis Bibolet	122	$74.52	$ 9,091.44
Utility Coordinator		198	$45.91	$ 9,090.18
Project Coordinator		304	$43.27	$ 13,154.08
Project Support Specialist		120	$29.71	$ 3,565.20
Project Controller		2	$57.69	$ 115.38
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 88,548.46

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 88,548.46**

INDIRECT COSTS

d) Fringe Benefits (Rate: 38.20%) e) Total Fringe Benefits [(c) x (d)] $ 33,825.51

f) Overhead (Rate: 65.06%) g) Overhead [(c) x (f) $ 57,609.63

h) General and Administrative (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 91,435.14**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 17,998.36**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	Actual		Federal Rate	$ 1,200.00
Postage	Actual		Actual	$ 1,300.00
Preliminary Title Reports	21	1	$1,000.00	$ 21,000.00
Appraisal	21	1	$6,000.00	$ 126,000.00
Appraisal review	21	1	$1,676.20	$ 35,200.20

l) **TOTAL OTHER DIRECT COSTS** **$ 184,700.20**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 184,700.20**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 382,682.16**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 88,548.46	/	1673	=	$52.93	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$52.93	+	5%	=	$55.57	Year 2 Avg Hourly Rate
Year 2	$55.57	+	5%	=	$58.35	Year 3 Avg Hourly Rate
Year 3	$58.35	+	5%	=	$61.27	Year 4 Avg Hourly Rate

Year 4	$61.27	+	5%	=	$64.33	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	1673	=	1673	Estimated Hours Year 1
Year 2	0.00%	*	1673	=	0	Estimated Hours Year 2
Year 3	0.00%	*	1673	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1673	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1673	=	0	Estimated Hours Year 5
Total	100%		Total	=	1673	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$52.93	*	1673	=	$88,548.46	Estimated Hours Year 1
Year 2	$55.57	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$58.35	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$61.27	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$64.33	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$88,548.46	
Direct Labor Subtotal before escalation	=	$88,548.46	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title*: Vice President

Signature: Date of Certification (mm/dd/yyyy): 8/27/025

Email: jmendoza@monumentrow.com Phone Number: 949.378.0687

Address: 200 Spectrum Center, Suite 300, Irvine CA 92618

Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Real Estate and Right of Way Services

Right-of-Way Delivery and Project Management Assumptions:

- Appraisal mapping and legals & plats to be provided by others.
- Appraisal fees assume no significant impacts to improvements and no significant damages to remainder property.
- Fees based on ability to combine parcels with shared use and ownership into a single offer Title Report, offer package, and appraisal report/review.
- Project Management coordination to include one kickoff meeting and two status meetings per month for a six-month duration.
- 60 Day negotiating period from date of first written offer.
- One offer package per impacted property/owner.

Utility Coordination Assumptions:

- Assumed that the project will bear the expenses for acquiring as-built plans or covering special processing fees if mandated by the utility owner.
- Assumed that there will be 12 utility facilities in conflict, leading to the preparation of Notices to Owners specifically tailored for these 12 facilities.
- Assumed that 7 utility agreements will be required.
- Assumed project engineer to be responsible for updating the utility base plan based on information from utility companies, identifying conflicts, and preparing necessary maps and matrices.
- Assumed the project engineer will generate a Composite Utility Plan displaying all existing utilities within the proposed construction area and those impacted by the project.
- Assumed project engineer identifying and depicting all utility poles on plans, including structure numbers.
- Assumed the project engineer will provide utility companies with required Cad files.
- Assumed that the design for new and relocated utilities will be conducted by the respective utility owners.
- Assumed inspection of utility relocation construction, including obtaining final as-built to be conducted by other entities.
- Assumed the project engineer will review and approve all utility relocation plans.
- Assumed that all utility service meters to be acquisition costs, and the project engineer will handle the application and processing for City meters addresses for new utility services.
- Assumed the costs and efforts related to utility replacement easements, additional property rights, and actual relocation or construction management/inspection are not included within the utility coordination scope and fee.
- Assumed that traffic signals, intersections, and street lighting are part of the project engineer's electrical design plan and not considered utilities.
- Assumed the project engineer will incorporate utility specifications in the final design plans.
- Assumed the project engineer to update right-of-way requirements impacted by relocation of utilities.
- Assumed scope excludes any fees associated with the actual relocation of utility facilities and/or construction management/inspection.
- Assumed that potholing coordination services are not required but could be provided for an additional fee.
- Assumed that ground-penetrating radar services are not required but could be provided for an additional fee.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services as set forth in Exhibit A.

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

Right of Way Certification (1, 2, and/or 3W) by Spring 2026, all post Right of Way Certification work completed by June 2029.

III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease**. (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 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the 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

Federal law requires that agreements between non-federal recipients of federal awards (including local jurisdictions receiving federal grants) and transferees (subrecipients and contractors) include certain statutory or regulatory language. Most of these requirements are included at 2 C.F.R. Part 200, Appendix II. The following are incorporated into this Agreement as if set forth in full above.

Debarment and suspension. If the Contract Sum exceeds $25,000, the parties shall comply with debarment and suspension regulations set forth in 2 CFR Part 200, Appendix II (H). When applicable, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). A SAM exclusion contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Clean Air Act and Clean Water Act. If the Contract Sum exceeds $150,000, the Contractor/Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1387.

Byrd Anti-Lobbying Amendment. If the Contract Sum exceeds $100,000, Contractor/Consultant must file, pursuant to 31 U.S.C. § 1352, the required certification relating to prohibitions on the use of federal funds to influence agency staff and congressional staff in connection with obtaining a covered federal award.

Prohibition on certain telecommunications and video surveillance services or equipment. Contractor/Consultant is prohibited from, among other things, entering into a contract to procure or obtain equipment, services or systems that use equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system or as critical technology as part of any system, pursuant to 2 C.F.R. § 200.216. This section also includes restrictions on video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Title VI of the Civil Rights Act of 1964 (and 31 C.F.R. Part 22) (Title VI). Pursuant to 42 U.S.C. §§ 2000d *et seq*., Contractor/Consultant is required to abide by the policy and procedures codified at 22 C.F.R. Part 141, which stipulates that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Section 503 of the Rehabilitation Act of 1973. Contractor/Consultant shall abide by Section 503 of the Rehabilitation Act of 1973. This law prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities and

requires that employers take affirmative action to recruit, hire, promote and retain these individuals.

Age Discrimination Act of 1975 (and 31 C.F.R. Part 23). Contractor/Consultant shall comply with the Age Discrimination Act of 1975. This law prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

If the Scope of Work in Exhibit "A" contains any construction work, the following are incorporated herein:

Equal employment opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148 in addition to any California prevailing wage laws in effect.

Copeland "Anti-Kickback" Act. Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3.

Build America, Buy America Act provisions. The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Contractor shall comply with the requirements of the Build America, Buy America Act.

For contracts that employ mechanics or laborers:

> **Contract Work Hours and Safety Standards Act**. Where applicable under 40 U.S.C. § 3701, and if the Contract Sum is in excess of $100,000 and the Scope of Work in Exhibit "A" includes the employment of mechanics or laborers, Contractor/Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as stated by Department of Labor regulations at 29 C.F.R. § 5.5 (b)(1)-(4).

For funding agreements involving research work:

> **Rights to inventions made under a contract or agreement**. If the federal award meets the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 11.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Anita Agyeman, Management Analyst - Public Works

SUBJECT:
Transportation Uniform Mitigation Fee Reimbursement Agreement - Amendment No. 1 for Keller Road/Interstate 215 Interchange, CIP No. 8449

RECOMMENDATION

Amend the Fiscal Year (FY) 2025/26 Capital Improvement Plan to establish an appropriation for Capital Improvement Project No. 8449, as detailed in the fiscal impact statement;

Approve Amendment No. 1 to the Reimbursement Agreement with the Western Riverside Council of Governments for the Keller Road at I-215 Interchange Project, CIP No. 8449, WRCOG project number 16-SW-MUR-118; and

Authorize the Mayor to execute the Agreement Amendment No. 1.

PRIOR ACTION/VOTE

On September 5, 2017, the City Council adopted Resolution No. 17-3788, approving a Reimbursement Agreement with WRCOG for the Keller Road at I-215 Interchange Project in the amount of $2,250,000 (Vote: 4 -0-1).

On June 4, 2025, the City Council adopted Resolution No. 24-4745, approving the Capital Improvement Plan budget for Fiscal Year 2024/25, and the Fiscal Year 2024/2025 to 2028/29 Capital Improvement Plan, which included the Keller Road at I-215 Interchange Project, CIP No. 8449 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Keller Road Interchange at I-215 project, CIP 8449, plans to construct a new interchange on I-215 at Keller Road. In 2017, the City applied for funding assistance to the Western Riverside Council of Governments (WRCOG), the administrators for the Transportation Uniform Mitigation Fee (TUMF) program for $2,250,000.

The funds were used to reimburse the City for costs related to the initial Planning and Engineering phases of the interchange project.

With the completion of the Draft Environmental Document (DED) by Jacobs Engineering Group (JEG) and submitting a Notice of Availability (NOA) to the State Clearinghouse on June 13, 2025, the next step in the Caltrans process is to take the 65% complete design plans to final design (100% complete) plans for the interchange project. Additionally, the preliminary right-of-way engineering process can begin, with the eventual final right-of-way and acquisition process to begin upon approval of the Final Environmental Document. WRCOG has allocated additional TUMF funds to the Keller Road Interchange project in the amount of $15,000,000. This Amendment No. 1 revises the original Agreement with WRCOG to increase the funding limits and to allow for the reimbursement of funds necessary to complete the right-of-way engineering and acquisition.

FISCAL IMPACT

Approval of the Reimbursement Agreement Amendment No.1 will allow the City to receive TUMF funding in the amount not to exceed $15,000,000, allocated to the Right-of-Way and Construction phases of the Keller Road at I-215 Interchange Project. Staff recommends an amendment to the FY 2025/26 Capital Improvement Plan Budget CIP No. 8449 to establish an appropriation of $15,000,000.

ATTACHMENTS

1. TUMF Reimbursement Agreement Amendment No. 1
2. Vicinity Map

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT
KELLER ROAD / I-215 INTERCHANGE**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 1") is entered into this _____ day of _____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the City of Murrieta ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated August 1, 2017 ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Keller Road / I-215 Interchange** (hereinafter the "Project").

B. The Parties desire to amend the Agreement to include the right-of-way and construction phases of the Qualifying Project.

C. The Parties also desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The purpose of this Amendment No. 1 is to facilitate the initiation of the right-of-way and construction phases for the Project. This amendment ensures that necessary funding, resources, and approvals are aligned to support the project's progression. It enables the coordination of stakeholders to advance infrastructure development efficiently and in compliance with regional transportation goals. Funds are being increased for this Project because new funding

has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment No. 1 is hereby increased **Fifteen Million Dollars ($15,000,000)** from **Two Million, Two Hundred Fifty Thousand Dollars ($2,250,000.00)** to an amount not to exceed **Seventeen Million, Two Hundred Fifty Thousand Dollars ($17,250,000)**.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 1, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended shall remain in full force and effect between the Parties hereto.

6. Section 40 is hereby added to the Agreement to read as follows:

"40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic

signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.”

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

CITY OF MURRIETA

By: _____
Cindy Warren
Mayor

Approved to Form:

By: _____
Tiffany Israel
City Attorney

Attest:

By: _____
Cristal McDonald
City Clerk

Exhibit A

SCOPE OF SERVICES

SCOPE OF WORK: Widen existing two lane 1-215/Keller Road underpass to four lanes (two in each direction), add auxiliary lanes between Keller Road and Scott Road, add north bound and southbound on/off ramps and 2 lane traffic circles at the ramp termini. Widen the existing bridge over Keller Road to accommodate new southbound loop off ramp. Provide new access roads to service the properties affected by the closure of Antelope Road.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$1,000,000	$922,000	$1,922,000
PS&E	$1,250,000	$2,930,000	$4,180,000
RIGHT OF WAY	$6,000,000	$4,000,000	$10,000,000
CONSTRUCTION	$9,000,000	$31,000,000	$40,000,000
TOTAL	$17,250,000	$38,852,000	$56,102,000

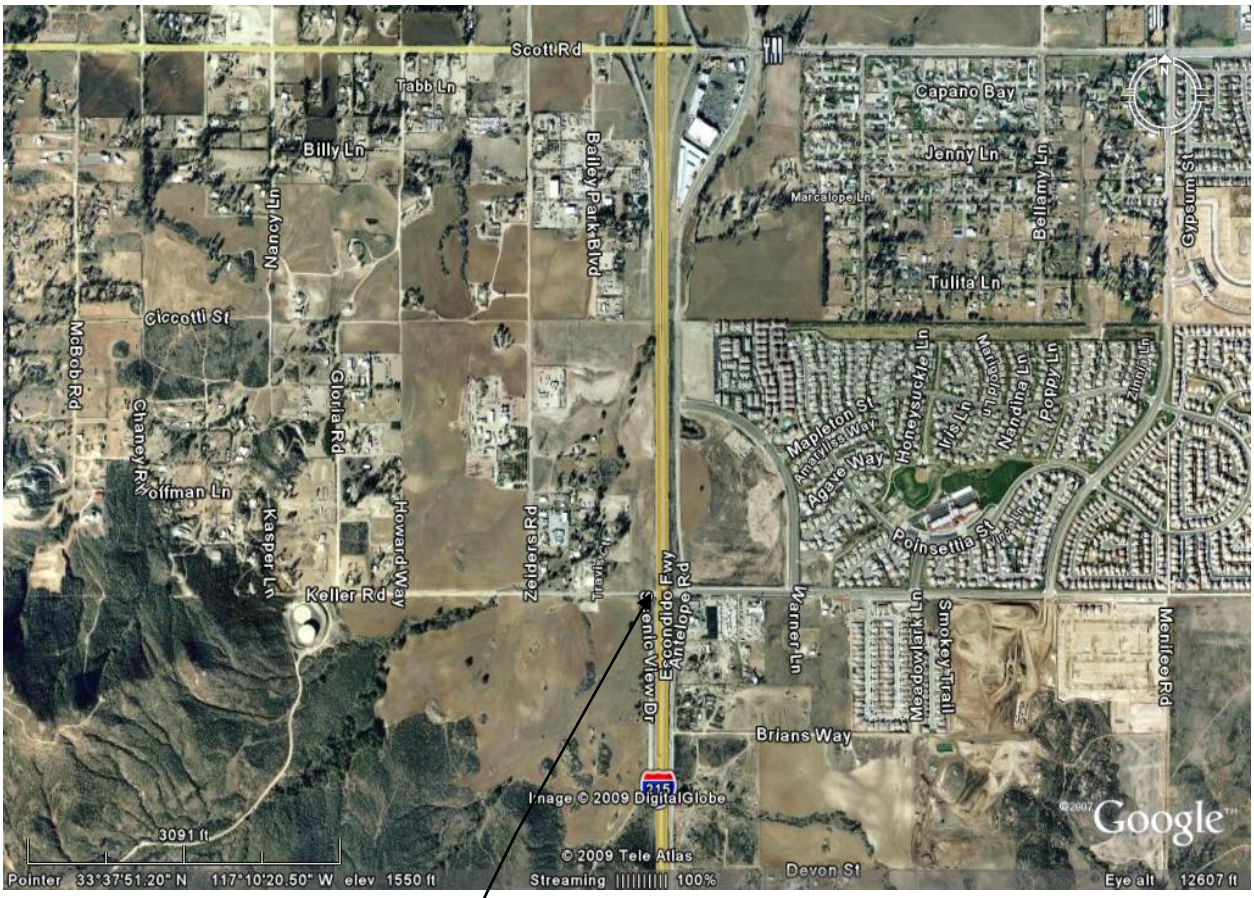
EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/2025	$1,922,000	
PS&E	6/2026	$4,180,000	
RIGHT OF WAY	12/2026	$10,000,000	
CONSTRUCTION	12/2027	$40,000,000	
TOTAL		$56,102,000	

VICINITY MAP



Project Location

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 12.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Anita Agyeman, Management Analyst - Public Work

SUBJECT:
Update City Public Works Standard Drawings

RECOMMENDATION

Adopt Resolution No. 25-4896 entitled*: A Resolution of the City Council of the City of Murrieta, California, Adopting the City Public Works Standard Drawings.*

PRIOR ACTION/VOTE

On November 17, 2009, the City Council adopted Ordinance 429-09 approving an update to the City Public Works Standard Drawings.

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The City Public Works Standard Drawings were first adopted in 1992, with the next major update occurring in 1998. The addition of a Rural Road Standard Drawing was made in 2002, then updated in 2005. This was followed by another major update to the Standard Drawings in 2009. The Standard Drawings provide the street, drainage, and traffic details and standards used for design and construction of improvements within the City. The need for revisions comes from new technologies, changes in construction methods, and new regulatory requirements. The current revisions to the Standards Drawings are to eliminate, add, and modify standards to correct deficiencies or meet new requirements.

Ordinance No. 429-09 also authorized the Director of Public Works/City Engineer to prepare future changes to the City Public Works Standard Drawings and present to City Council for approval by Resolution.

The current revisions are limited to the following Standard Drawings:

- Deletions
  - 114 - Arterial (Mountain) Highway.

- Modifications
    - 116 - Roadway Design Requirements
    - 619 - Residential Lighting
    - 620 - Arterial Highway Lighting
- Additions
    - 620C - LS-2B Streetlight Connection Detail

The deletion of Standard Drawing 114 and the revision to Standard Drawing 116 are due to the elimination of mountainous conditions within the Standard Drawings. Recent State laws require that the City have objective standards. The usage of mountainous terrain is subject to approval by the City Engineer rendering those standards as subjective. Given that Murrieta is not within a mountainous region, removal of these requirements is warranted.

The City acquired streetlights within the public right-of-way from Southern California Edison (SCE) in 2019. Shortly thereafter, the City converted the street light fixtures from sodium vapor bulbs to energy-efficient light emitting diode (LED) lighting to reduce energy consumption and maintenance costs. To reflect this transition, Standard Drawings 619 and 620 have been updated to incorporate the new LED lighting requirements. The City now owns and maintains the above-ground streetlight posts and lamps. The underground wiring is still owned and maintained by SCE.

Additionally, a new Standard Drawing 620C, has been created to establish the configuration for new streetlight installations and to clearly delineate ownership of electrical wiring between the City and SCE.

FISCAL IMPACT

There is no fiscal impact associated with this report.

ATTACHMENTS

1. Resolution No. 25-4896
2. Ordinance No. 429-09

RESOLUTION NO. 25-4896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ADOPTING THE CITY PUBLIC WORKS STANDARD DRAWINGS

WHEREAS, On August 18, 1992, the City Council adopted Ordinance No. 66 adopting City Public Works Standard Plans and repealing County of Riverside Ordinances 461, 461.1, 461.2, 461.3, 461.4, 461.5, 461.6, and 461.7;

WHEREAS, On December 1, 1998, the City Council adopted Ordinance No. 198-98 adopting City Public Works Standard Drawings and repealing City of Murrieta Ordinance 66;

WHEREAS, On July 2, 2002, the City Council adopted Ordinance No. 259-02 adopting City Public Works Standard Drawings for rural roads;

WHEREAS, On January 18, 2005, the City Council adopted Ordinance No. 319-05 amending Ordinance 259-02 City Public Works Standard Drawings for rural roads;

WHEREAS, On December 15, 2009, the City Council adopted Ordinance No. 429-09 repealing Ordinances 198-98, 259-02, and 319-05 and adopting City Public Works Standard Drawings;

WHEREAS, Ordinance No. 429-09 authorized the Director of Public Works/City Engineer to prepare future changes to the City Public Works Standard Drawings and present to City Council for approval by Resolution; and

WHEREAS, the City Engineer desires to make further changes to the City Public Works Standard Drawings by deleting Standard Drawing No 114, modifying Standard Drawing Nos. 116, 619, and 620, and adding Standard Drawing No. 620C.

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

Section 1. For the purpose of establishing proper standards, specifications, and directions for design and construction of any road, or other land division improvements required to be constructed in the City of Murrieta, the Standard Drawings cover page, table of contents, deletion of Standard Drawing 114 Arterial (Mountain) Highway, modifications to Standard Drawings 116 Roadway Design Requirements, 619 Residential Lighting, and 620 Arterial Highway Lighting, and addition of Standard Drawing 620C LS-2B Streetlight Connection Detail, are all amended as set forth in Exhibit "A" attached hereto.

Section 2. The remainder of City of Murrieta Ordinance No. 429-09, remains in effect subject to the changes referenced in Section 1 above.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 18th day of November, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4896 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

Exhibit A

CITY OF MURRIETA

Department of Public Works

STANDARD DRAWINGS

Adopted by City Council
Ordinance 429-09
~~Effective January 14, 2010~~
Amended by Resolution No. 25-4896
Effective November 18, 2025

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104 SECONDARY HIGHWAY
105 COLLECTOR STREET
106 LOCAL STREET
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108 [NOT USED]
109 RESIDENTIAL RURAL ROAD
110 [NOT USED]
111 INDUSTRIAL COMMERCIAL COLLECTOR STREET
112 LOCAL MOUNTAIN RESIDENTIAL STREET
113 ACCESS ROAD, RESTRICTED LOCAL STREET, OR MINOR INTERIOR STREET
~~114 ARTERIAL (MOUNTAIN) HIGHWAY~~ [DELETED]
115 LANDSCAPE MEDIAN TYPICAL SECTION
116 ROADWAY DESIGN REQUIREMENTS [MODIFIED]
117 LOCAL AND COLLECTOR STREET BRIDGE
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120 ROADWAY STRUCTURAL SECTION REQUIREMENTS

200 GEOMETRICS

201 CUL-DE-SAC
202 OFFSET CUL-DE-SAC
203 STANDARD KNUCKLE
204 [NOT USED]
205 PRIVATE ROAD CONNECTION
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207a ENHANCED INTERSECTION GEOMETRICS - AUGMENTED URBAN ARTERIAL
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209 FIRE HYDRANT LOCATION (ALTERNATE)
210 [NOT USED]
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212a UTILITY TRENCH BACKFILL AND SURFACE RESTORATION
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212c UTILITY TRENCH BACKFILL AND SURFACE RESTORATION
213 LOCATION OF DRY UTILITY DUCTS AT STREET INTERSECTIONS
214 INTERSECTION SIGHT DISTANCE
215 LEFT TURN IN ONLY MEDIAN OPENING
216 RAISED MEDIAN NOSE LOCATION
217 BUS TURNOUT
218a EQUESTRIAN TRAIL EASEMENT ADJACENT TO PUBLIC STREET
218b EQUESTRIAN TRAIL EASEMENT ADJACENT TO PUBLIC STREET

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603 CURBLINE MAIL RECEPTACLE INSTALLATION
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605 [NOT USED]
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608 [NOT USED]
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609b TIMBER BARRICADE - TYPE III
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614a TREE ROOT BARRIER SIDEWALK AT R/W
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600 MONUMENTING

616 TIE-OUT STANDARDS
617a MONUMENT LOCATIONS
617b STREET CENTERLINE INTERSECTION MONUMENT
617c STREET CENTERLINE MONUMENT
618 TYPE "B" MONUMENT

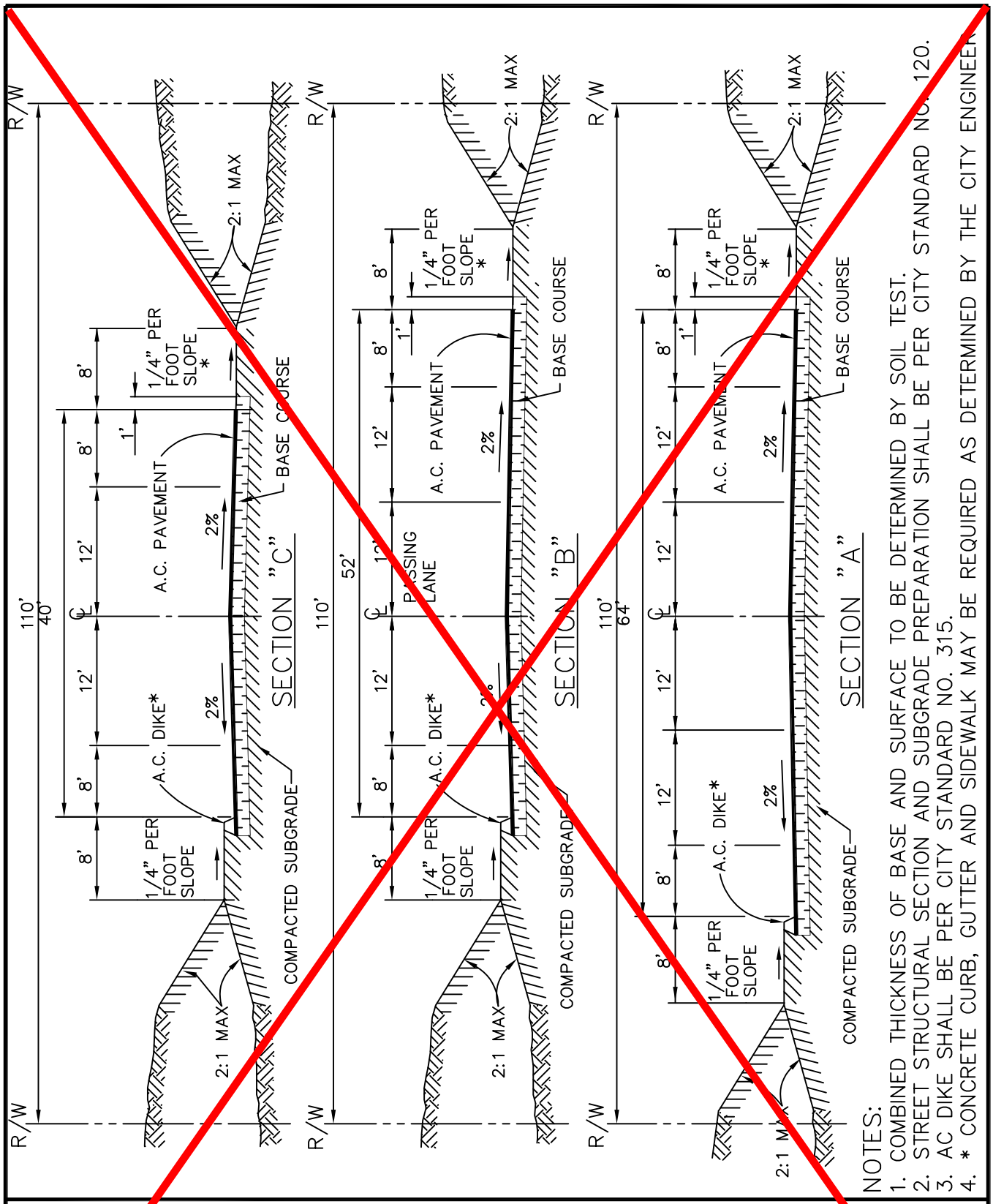
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619 RESIDENTIAL LIGHTING [MODIFIED]
620 ARTERIAL HIGHWAY LIGHTING [MODIFIED]
620a STREET LIGHT SPACING
620b HISTORIC DOWNTOWN MURRIETA NOSTALGIC STREET LIGHTING
620c LS-2B STREET LIGHT CONNECTION DETAIL [NEW]

600 FIRE

621 FIRE ESCAPE ROUTE
622 FIRE SAFETY ZONE

[Delete Standard No. 114]



NOTES:
1. COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOIL TEST.
2. STREET STRUCTURAL SECTION AND SUBGRADE PREPARATION SHALL BE PER CITY STANDARD NO. 120.
3. AC DIKE SHALL BE PER CITY STANDARD NO. 315.
4. * CONCRETE CURB, GUTTER AND SIDEWALK MAY BE REQUIRED AS DETERMINED BY THE CITY ENGINEER

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS

REVISIONS		STD. NO.
5/92		
APPROVED 1/14/10		

ARTERIAL (MOUNTAIN) HIGHWAY

114

ROAD TYPE		RESTRICTED CUL-DE-SAC LENGTH	SHORT LOCAL CUL DE SAC	LOCAL ROAD	COLLECTOR (RESIDENTIAL /INDUSTRIAL)	SECONDARY	MAJOR	~~MOUNTAIN ARTERIAL~~	ARTERIAL	URBAN ARTERIALS	EXPRESSWAY
R/W		50	60	60	66/78	88	100	~~110~~	110	120 134	142
SURFACED WIDTH CURB TO CURB		32	36	40	44/56	64	76	~~REFER TO STANDARD~~ ~~114~~	86	98 110	86
PREFERRED RADII (HORIZONTAL)	FLAT	300	300	300	850	1600	2000	—	2000	2000	2400
	ROLLING	300	300	300	550	1000	1600	~~850~~	1600	1600	2000
	~~MOUNTAINOUS~~	~~AS APPROVED BY THE CITY ENGINEER~~									
MAX. GRADE %	FLAT	4	4	4	4	3	3	—	3	3	3
	ROLLING	9	9	9	8	6	6	~~7~~	6	6	6
	~~MOUNTAINOUS~~	15	15	15	12	9	9	~~9~~	9	—	—
DESIGN SPEED	FLAT	30	30	30	45	55	60	—	60	60	65
	ROLLING	30	30	30	35	45	55	~~45~~	55	55	60
	~~MOUNTAINOUS~~	~~AS APPROVED BY THE CITY ENGINEER (R=150' MIN.)~~									
INTERSECTION INTERVALS		NA	200	200	200	** 330	** 660	~~**~~ ~~330~~	** 1320	* 1320	* 2640

NOTES:
1. ROADWAY DESIGN LESS THAN SHOWN REQUIRES ENGINEERING DEPARTMENT APPROVAL.
2. MINIMUM STREET GRADE 1.0% UNLESS APPROVED BY CITY ENGINEER.
3. PART-WIDTH STREET SECTIONS SHALL BE IMPROVED AND R/W CONVEYED AS SHOWN ON TYPICAL STREET SECTIONS.

* DIRECT ACCESS PROHIBITED.

** RESIDENTIAL ACCESS PROHIBITED. COMMERCIAL/INDUSTRIAL DRIVEWAY ACCESS AS DETERMINED BY THE CITY ENGINEER.

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS

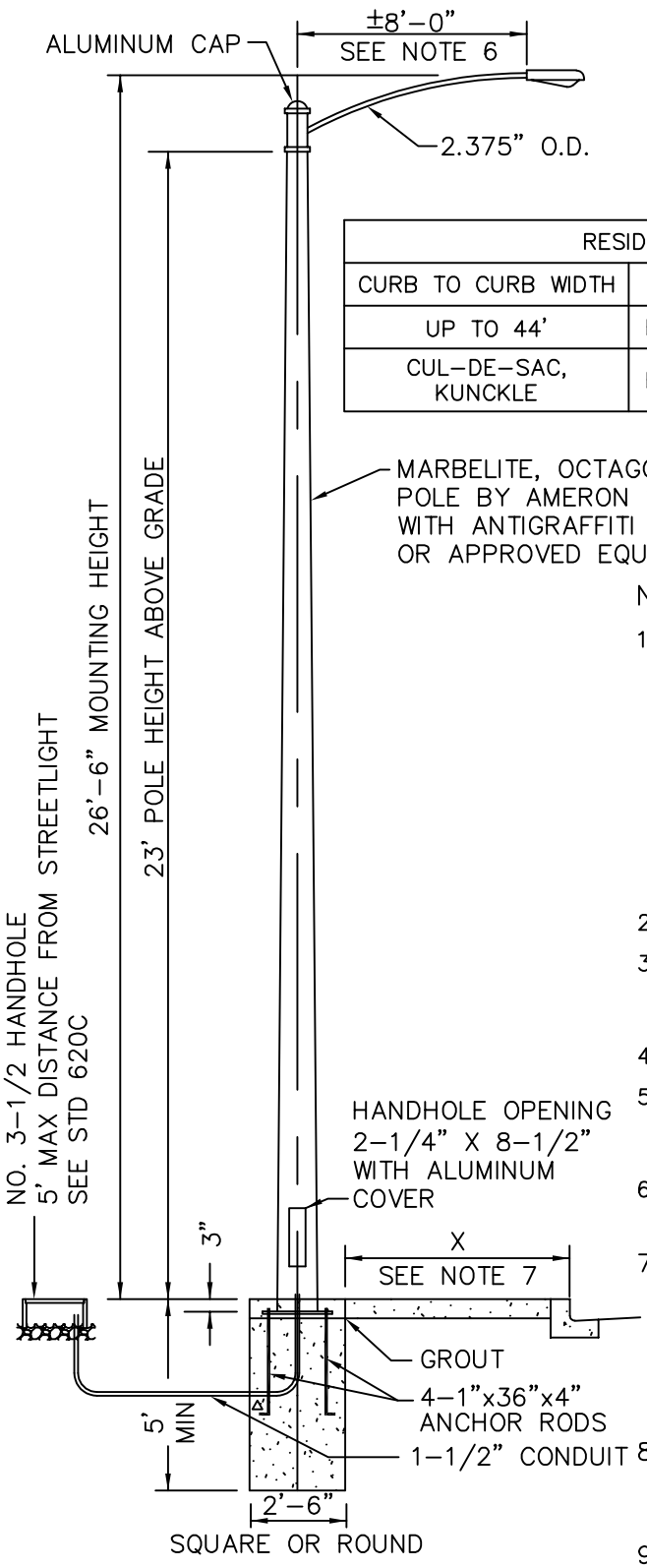
REVISIONS	
5/92	
10/98	
APPROVED ~~1/14/13~~	

ROADWAY DESIGN REQUIREMENTS

STD. NO.

116

11/18/25



RESIDENTIAL LED LIGHT FIXTURES		
CURB TO CURB WIDTH	GE EVOLVE SKU	BUG RATING
UP TO 44'	ERL1-1-02-B3-27-A-GRAY-L	1-0-1
CUL-DE-SAC, KUNCKLE	ERL1-1-02-D3-27-A-GRAY-L	0-0-1

NOTES:

1. LED LUMINAIRE SHALL BE:
   - 1.1. GENERAL ELECTRIC EVOLVE
   - 1.2. 120/240V
   - 1.3. 14 WATTS
   - 1.4. 2700K COLOR TEMPERATURE
   - 1.5. SEE TABLE ABOVE FOR SPECIFIC SKU NUMBERS
   - 1.6. OR AS APPROVED BY CITY ENGINEER
2. BOLT CIRCLE DIAMETER, 12-1/2" AMERON.
3. CONDUCTORS SHALL BE TWO NO. 8 THWN WIRES WITHIN THE POLE BETWEEN THE HAND HOLE AND THE FIXTURE.
4. CONCRETE SHALL BE 560-C-3250.
5. FOR PRIVATE LIGHTING RESTRICTIONS WITHIN 45 MILE RADIUS OF MT. PALOMAR, SEE MURRIETA MUNICIPAL CODE 16.18.110.
6. WHEN STREET LIGHT IS INSTALLED ADJACENT TO CURB, LIGHTING ARM LENGTH SHALL BE 4'-0".
7. X = 6'-0" STANDARD
   X = 1'-6" FOR COMMERCIAL SIDEWALKS AND WHEN SIDEWALKS ARE NOT INSTALLED OR PROPOSED FOR FUTURE INSTALLATION, UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
8. RESIDENTIAL LIGHTING APPLIES TO ROADWAYS WITH 44' OR LESS CURB TO CURB WIDTH.
9. STREET LIGHT SPACING PER 620A.

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS

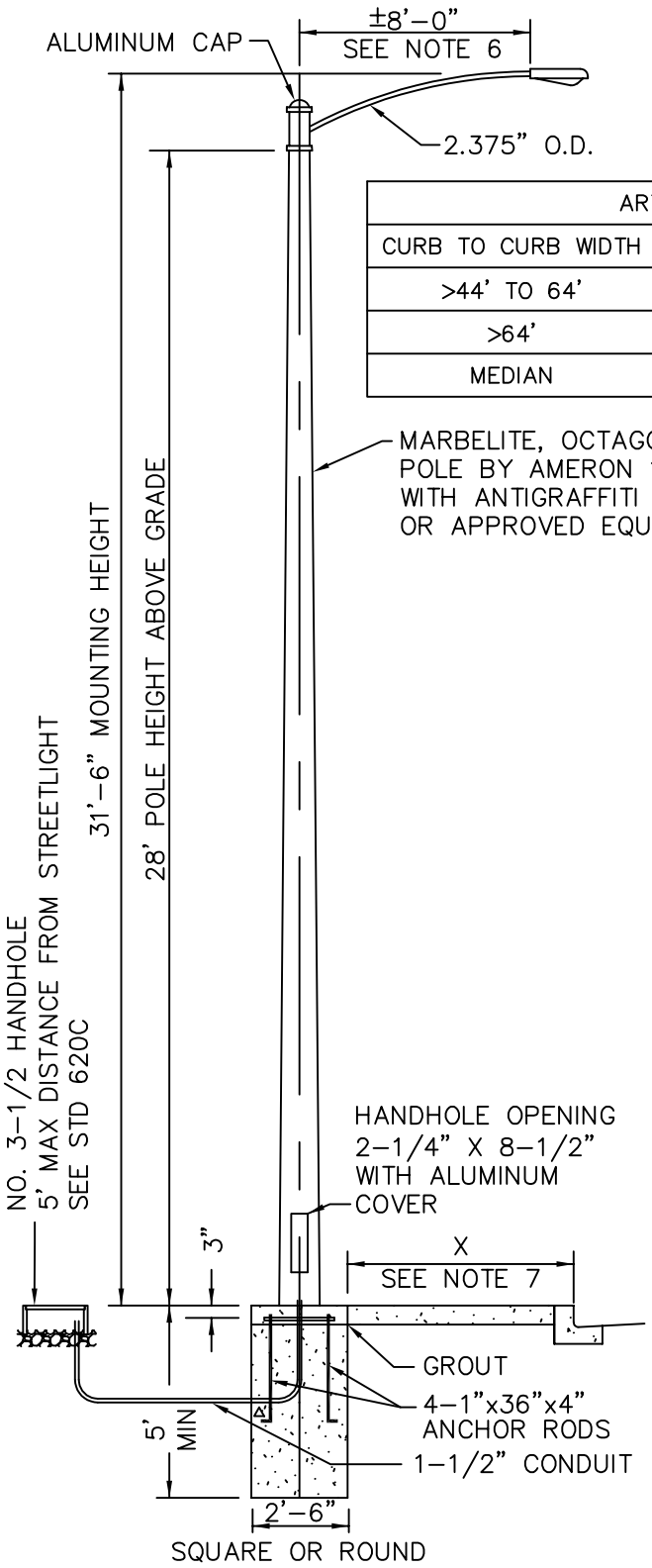
REVISIONS	
8/92	
12/98	
1/10	
APPROVED 11/18/25	

[DRAFT REVISED STANDARD]

RESIDENTIAL LIGHTING

STD. NO.

619



ARTERIAL LED LIGHT FIXTURES		
CURB TO CURB WIDTH	GE EVOLVE SKU	BUG RATING
>44' TO 64'	ERL1-0-09-B3-27-A-GRAY-L	2-0-2
>64'	ERL1-0-09-C3-27-A-GRAY-L	2-0-2
MEDIAN	ERL1-0-09-A3-27-A-GRAY-L	2-0-2

NOTES:

1. LED LUMINAIRE SHALL BE:
   - 1.1. GENERAL ELECTRIC EVOLVE
   - 1.2. 120/240V
   - 1.3. 84 WATTS
   - 1.4. 2,700K MAX COLOR TEMPERATURE
   - 1.5. 8,500 LUMEN
   - 1.6. SEE TABLE ABOVE FOR SPECIFIC SKU NUMBERS
   - 1.7. OR AS APPROVED BY CITY ENGINEER
2. BOLT CIRCLE DIAMETER, 12-1/2" AMERON.
3. CONDUCTORS SHALL BE TWO NO. 8 THWN WIRES WITHIN THE POLE BETWEEN THE HAND HOLE AND THE FIXTURE.
4. CONCRETE SHALL BE 560-C-3250.
5. FOR PRIVATE LIGHTING RESTRICTIONS WITHIN 45 MILE RADIUS OF MT. PALOMAR, SEE MURRIETA MUNICIPAL CODE 16.18.110.
6. WHEN STREET LIGHT IS INSTALLED ADJACENT TO CURB, LIGHTING ARM LENGTH SHALL BE 4'-0".
7. X = 6'-0" STANDARD
   X = 1'-6" FOR COMMERCIAL SIDEWALKS AND WHEN SIDEWALKS ARE NOT INSTALLED OR PROPOSED FOR FUTURE INSTALLATION, UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
8. ARTERIAL LIGHTING APPLIES TO ROADWAYS WITH GREATER THAN 44' CURB TO CURB WIDTH.
9. STREET LIGHT SPACING PER 620A.

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS

REVISIONS	
8/92	
12/98	
1/10	
APPROVED 11/18/25	

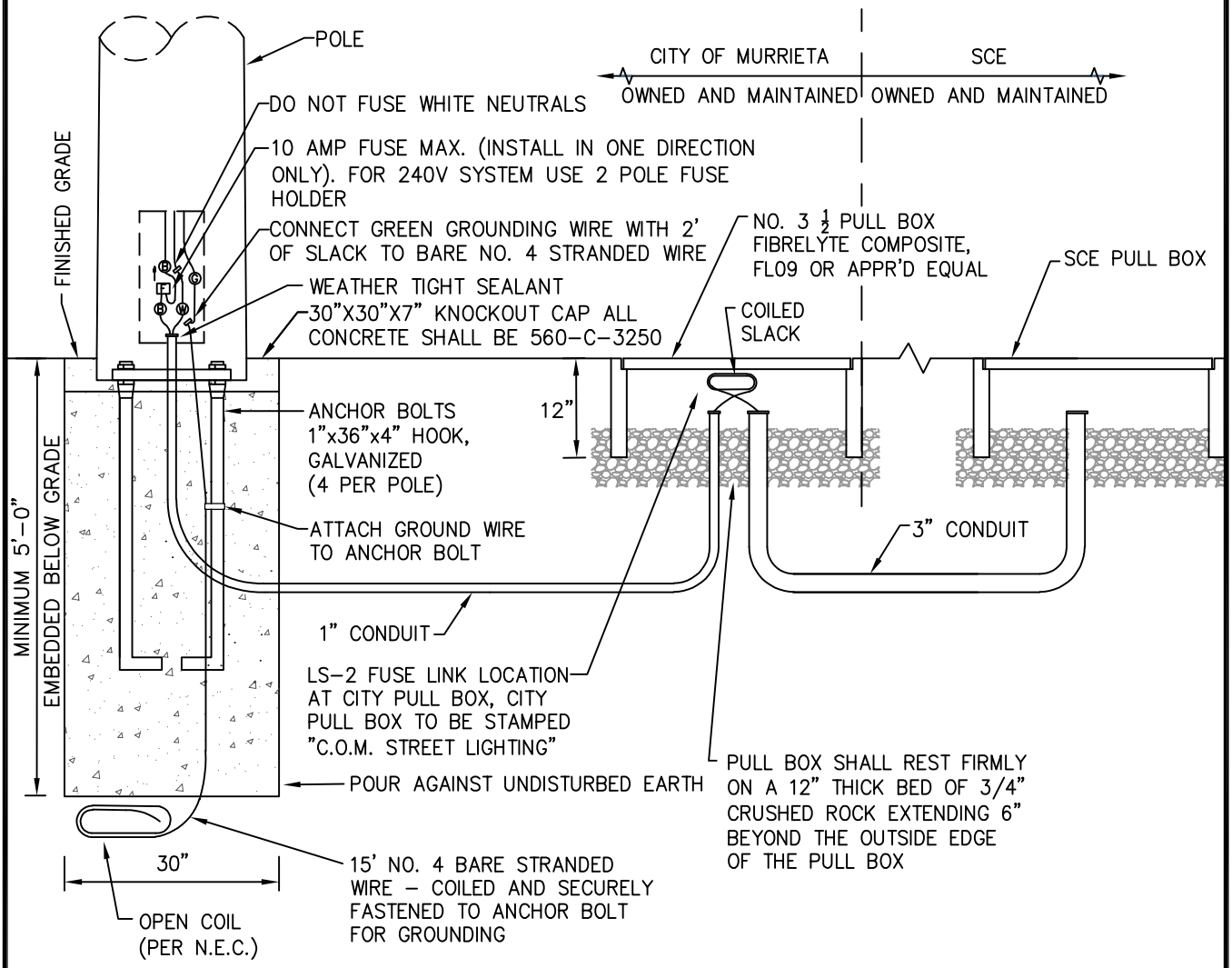
[DRAFT REVISED STANDARD]
ARTERIAL HIGHWAY LIGHTING

STD. NO.

620

NOTES:

1) CONDUIT SHALL ENTER PULL BOX WITH A 90° SWEEP.
2) STREET LIGHT PULL BOX SHALL BE 5' MAX AWAY FROM STREET LIGHT POLE.
3) ALL CONDUIT SHALL BE SCHEDULE 80 PVC.
4) ALL HARDWARE TO BE STAINLESS STEEL.
5) ALL STEEL COMPONENTS GALVANIZED BEFORE FINISH PAINTED.
6) RECOMMENDED FOUNDATION DESIGN PER POLE MANUFACTURER SPECIFICATIONS.
7) STREET LIGHT WIRE INSULATION MARKINGS SHALL BE PER LATEST GREENBOOK SPECIFICATIONS.
8) CONDUCTORS SHALL BE TWO NO. 8 THWN WIRES WITHIN THE POLE FROM SPLICE POINT TO THE FIXTURE.
9) CONCRETE SHALL BE 560-C-3250.



CITY OF MURRIETA

DEPARTMENT OF PUBLIC WORKS

REVISIONS		
APPROVED 11/18/25		

[NEW STANDARD]

LS-2B STREET LIGHT CONNECTION DETAIL

STD. NO.

620c

ORDINANCE NO. 429 - 09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, REPEALING ORDINANCES 198-98, 259-02, AND 319-05 AND ADOPTING THE CITY PUBLIC WORKS STANDARD DRAWINGS

The City Council of the City of Murrieta, California, does ordain as follows:

SECTION 1. For the purpose of establishing proper standards, specifications, and directions for design and construction of any road, or other land division improvements required to be constructed in the City of Murrieta, the document entitled "Standard Drawings" with cover page and table of contents attached as Exhibit "A" hereto and the complete documents incorporated herein by this reference is hereby adopted.

SECTION 2. City of Murrieta Ordinances 198-98, 259-02, and 319-05, which were previously adopted for the City of Murrieta, are hereby repealed, subject to their remaining applicability for purposes set forth in Section 5 below.

SECTION 3. The City Council authorizes and directs the Director of Public Works/City Engineer to prepare future changes to the Standard Drawings and present to City Council for approval by Resolution.

SECTION 4. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications, and as to this end, the provisions of this ordinance are declared to be severable.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be enforced thirty (30) days following its adoption and shall apply to all projects that have not been submitted for plan check on the effective date of this ordinance. The standards of City of Murrieta Ordinances 198-98, 259-02, and 319-05 shall apply to all projects, which are in plan check on the effective date of this ordinance. "Plan Check" shall mean that the first set of engineering plans shall have been submitted to and accepted by the City Engineer for plan check, and all applicable fees have been paid.

SECTION 6. NOTICE OF ADOPTION. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

ADOPTED by the City Council, and signed by the Mayor, and attested by the City Clerk this 15th day of Dec, 2009.

Kelly A Bennett

Kelly Bennett, Mayor

ATTEST:

A. Kay Vinson, MMC, City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

I, A. Kay Vinson, City Clerk of the City of Murrieta, California, do hereby certify under penalty of perjury that the foregoing Ordinance was duly and regularly introduced at a meeting of the City Council on the 1st day of December, 2009 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 15th day of December 2009, by the following roll call vote:

AYES: Bennett, Gibbs, Lane, McAllister, Thomasian
NOES: None
ABSENT: None
ABSTAIN: None

City Clerk

(SEAL)

CITY OF MURRIETA

Department of Public Works

STANDARD DRAWINGS

Adopted by City Council
Ordinance 429-09
Effective January 14, 2010

A = ADDED
D = DELETED
M= MODIFIED
NC = NO CHANGE

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M	102	URBAN ARTERIAL HIGHWAY
A	102a	COMMERCIAL CORRIDOR DESIGN
A	102b	COUNTY OF RIVERSIDE 6-LANE EXPRESSWAY
M	103	MAJOR HIGHWAY
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M	105	COLLECTOR STREET
M	106	LOCAL STREET
M	107	SHORT LOCAL STREET
M	109	RESIDENTIAL RURAL ROAD
NC	110	[NOT USED]
M	111	INDUSTRIAL COMMERCIAL COLLECTOR STREET
NC	112	LOCAL MOUNTAIN RESIDENTIAL STREET
NC	113	ACCESS ROAD, RESTRICTED LOCAL STREET, OR MINOR INTERIOR STREET
NC	114	ARTERIAL (MOUNTAIN) HIGHWAY
M	115	LANDSCAPE MEDIAN TYPICAL SECTION
M	116	ROADWAY DESIGN REQUIREMENTS
M	117	LOCAL AND COLLECTOR STREET BRIDGE
M	118	SECONDARY HIGHWAY BRIDGE
M	119	MAJOR AND ARTERIAL HIGHWAY BRIDGE
M	120	ROADWAY STRUCTURAL SECTION REQUIREMENTS

200 GEOMETRICS

M	201	CUL-DE-SAC
M	202	OFFSET CUL-DE-SAC
M	203	STANDARD KNUCKLE
NC	204	[NOT USED]
NC	205	PRIVATE ROAD CONNECTION
M	206	PROPERTY LINE-CORNER CUT-BACK, CURB RETURN RADIUS
M	207a	CRITICAL INTERSECTION GEOMETRICS AUGMENTED URBAN ARTIERAL (150' R/W)
A	207b	CRITICAL INTERSECTION GEOMETRICS MULTI-MODAL TRANSPORTATION COORIDOR (134' R/W)
A	207c	CRITICAL INTERSECTION GEOMETRICS URBAN ARTERIAL (134' R/W)
A	207d	CRITICAL INTERSECTION GEOMETRICS ARTERIAL (110' R/W)
A	207e	CRITICAL INTERSECTION GEOMETRICS MAJOR (100' R/W)
A	207f	CRITICAL INTERSECTION GEOMETRICS SECONDARY (88' R/W)
M	208	FIRE HYDRANT LOCATION
M	209	FIRE HYDRANT LOCATION (ALTERNATE)
NC	210	[NOT USED]
M	211	UNDERGROUND UTILITY LOCATION
M	212a	UTILITY TRENCH BACKFILL AND SURFACE RESTORATION
M	212b	UTILITY TRENCH BACKFILL AND SURFACE RESTORATION
A	212c	UTILITY TRENCH BACKFILL AND SURFACE RESTORATION
M	213	LOCATION OF DRY UTILITY DUCTS AT STREET INTERSECTIONS
M	214	INTERSECTION SIGHT DISTANCE
NC	215	LEFT TURN IN ONLY MEDIAN OPENING
M	216	RAISED MEDIAN NOSE LOCATION
M	217	BUS TURNOUT
M	218a	EQUESTRIAN TRAIL EASEMENT ADJACENT TO PUBLIC STREET
A	218b	EQUESTRIAN TRAIL EASEMENT ADJACENT TO PUBLIC STREET

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M	305	TYPE D CURB
M	306	CURB AND GUTTER JOINTS
M	307	DRIVEWAY LOCATIONS AT INTERSECTION CURB RETURNS
M	308a	CONCRETE DRIVEWAY APPROACH
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M	309	DRIVEWAY APPROACHES WITH AC DIKE
M	310a	COMMERCIAL DRIVEWAY ENTRANCE FOR ROW LARGER THAN 78'
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M	310c	COMMERCIAL DRIVEWAY ENTRANCE ALTERNATE
M	311	CROSS GUTTER LAYOUT
M	312	CROSS GUTTER (TYPICAL SECTION)
M	313a	SPECIAL CROSS GUTTER (STEEP GRADES)
NC	313b	SPECIAL CROSS GUTTER (STEEP GRADES)
NC	314	[NOT USED]
M	315	ASPHALT CONCRETE DIKES
NC	316	CURB TRANSITION
D	317	[NOT USED]
M	318	CROSS GUTTER WITH SPLASH AREA
M	319a	SIDEWALK, FIRE HYDRANT AND UTILITY POLE LOCATION (SIDEWALK AT CURB)
A	319b	SIDEWALK, FIRE HYDRANT AND UTILITY POLE LOCATION (SIDEWALK AT R/W)
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M	321b	ACCESS RAMP FOR ALL INTERSECTIONS

400 DRAINAGE

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M	402	CURB INLET CATCH BASIN SPECIFICATIONS
NC	403a	COMBINATION INLET CATCH BASIN NO. 1
M	403b	COMBINATION INLET CATCH BASIN NO. 1
M	404	COMBINATION INLET CATCH BASIN NO. 2
M	405	COMBINATION INLET CATCH BASIN SPECIFICATIONS
NC	406a	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	406b	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	406c	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	407a	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	407b	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	407c	MISCELLANEOUS CURB INLET DETAILS AND NOTES
NC	407d	MISCELLANEOUS INLET DETAILS AND NOTES
D	408	[NOT USED]
NC	409a	PARKWAY CULVERT - TYPE A
NC	409b	PARKWAY CULVERT - TYPE B
M	409c	PARKWAY CULVERT - TYPE C
NC	409d	PARKWAY CULVERT DETAILS AND NOTES
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NC	411	[NOT USED]
NC	412	[NOT USED]

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NC	413b	COMMON SIDEYARD DRAINAGE
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NC	415c	TERRACE DRAIN AND DOWN DRAIN INTERSECTION
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NC	417	[NOT USED]
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NC	419	CANYON SUBDRAIN
NC	420	CULVERT DEBRIS WALL
NC	421	CHANNEL WEEPHOLES
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NC	422b	PIPE ENTRANCE TO EARTH CHANNEL
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M	424	GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN
M	425	GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN
M	425b	GUTTER DEPRESSION TYPE A, ADJACENT TO DRIVEWAY
NC	426	PRIVATE DRAIN THROUGH CURB
NC	427	GRATE AND FRAME DETAIL
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NC	429	STREET DESILTING BASIN VEHICLE ACCESS RAMP
NC	430	TEMPORARY DRAINAGE INLET
NC	431	DOWNDRAIN AND PIPE TRANSITION
M	432	INTERCEPTOR DRAIN
M	433	CONCRETE PIPE SLOPE ANCHOR
NC	434a	OVERSIDE DRAIN
NC	434b	OVERSIDE DRAIN
NC	434c	OVERSIDE DRAIN
NC	434d	OVERSIDE DRAIN
NC	435a	SLOTTED CORRUGATED STEEL PIPE DRAIN, 12" THROUGH 24"
NC	435b	SLOTTED CORRUGATED STEEL PIPE DRAIN, 12" THROUGH 24"
NC	436	[NOT USED]
NC	437	[NOT USED]
NC	438	[NOT USED]
NC	439	[NOT USED]
NC	440	[NOT USED]
NC	441	[NOT USED]
NC	442	[NOT USED]
NC	443	[NOT USED]
NC	444	[NOT USED]
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CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 13.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Andrew Krogh, Building Official

SUBJECT:
Public Hearing and Second Reading of Ordinance No. 625-25 Adopting the 2025 California Building Standards Code

RECOMMENDATION

Conduct a Public Hearing; and

Conduct the Second Reading and adopt Ordinance No. 625-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the 2025 California Building Standards Code*.

PRIOR ACTION/VOTE

On November 4, 2025, the City Council introduced and conducted the first reading of Ordinance No. 625-25 approving amendments to the Murrieta Municipal Code to introduce an ordinance adopting the 2025 California Building Standards Code, with minor local amendments (Vote: 5-0).

CITY COUNCIL GOAL

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

BACKGROUND

The California Building Standards Commission is the State agency responsible for establishing and updating the building standards and codes for new construction in California. The model codes that make up the California Building Standards Code - California Code of Regulations Title 24 (CBSC) include the following:

- International Building Code;
- National Electrical Code;

- International Residential Code;
- Uniform Mechanical Code; and
- Uniform Plumbing Code.

The model building codes are updated every three (3) years with the requirement that local jurisdictions enforce the State adopted codes as the minimum standard for construction. The current 2025 CBSC was published July 1, 2025, with an effective date of January 1, 2026. Under State law, the CBSC applies throughout the State and to all building occupancies, even if no local ordinance is adopted.

The State allows local amendments to the code when findings can be made that such code changes are necessary to address locally unique topographical, geological, climatic, and environmental conditions. The decision-making authority (i.e., City Council) must approve the amendments and required findings to justify the local amendments before they can be enforced. In no circumstance can a local amendment be less restrictive than State code.

The process for the adoption of the CBSC by reference results in the public hearing for ordinances adopting such reference codes to occur at the second reading pursuant to Government Code Section 50022.3. Ordinance No. 625-25 will become effective on January 1, 2026, upon adoption by the City Council.

Proposed Local Code Amendments

The action being considered is to formally adopt the 2025 CBSC along with one local administrative amendment. The proposed amendment is minor in scope, administrative in nature, and renews the City's approach to utilizing a Construction Advisory Board of Appeals if a dispute ever arises concerning the application of the standard codes by the City's Building Official. The local amendment also updates the members of the Construction Advisory Board of Appeals as set forth in Section 15.04.120 of the Murrieta Municipal Code. To the best of staff's knowledge, no appeal has ever occurred, but it is still a best practice to have an appeals board made up of professionals in the field of building and safety to consider such appeals in the event one is ever filed.

ENVIRONMENTAL DETERMINATION

The proposed project involves the adoption of the California Building Standards Code, with amendments as described in this staff report. The code amendments do not result in any physical changes to the environment; there is no possibility that the project may have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3). Furthermore, the proposed project involves the adoption of State building codes and standards that are applied to ministerial permits. Pursuant to CEQA Guidelines Section 15300.1 and Section 21080 of the Public Resources Code, CEQA does not apply to those projects over which public agencies exercise only ministerial authority.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance No. 625-25

ORDINANCE NO. 625-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE

Summary: This ordinance amends portions of Title 15 of the City of Murrieta Municipal Code, by adopting the 2025 California Building Standards Code.

WHEREAS, every three years the State of California repeals and adopts administrative regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code; and

WHEREAS, pursuant to Health and Safety Code sections 17958, 17958.5, 17958.7, and 18941.5 the City of Murrieta may adopt the 2025 California Building Standards Code; and

WHEREAS, Health and Safety Code Section 17958.7 authorize the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, pursuant to section 17958 of the California Health and Safety Code, the California Building Standards Code shall become effective in the City 180 days after publication by the California Building Standards Commission; and

WHEREAS, the California Building Standards Commission published the 2025 California Building Standards Code on July 1, 2025, with an effective date of January 1, 2026; and

WHEREAS, the California Building Standards Code and local amendments are adopted for the protection of the public health and safety; and

WHEREAS, this Ordinance is categorically exempt from environmental review, per the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, 14 California Code of Regulations Section 15061(b)(3).

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

SECTION 1. The City of Murrieta hereby adopts the 2025 California State Building Standards Codes, including in their entirety the Administrative Provisions of the 2025 California Building Code, the 2025 California Building Code (Title 24, Part 2), 2025 California Residential Code (Title 24, Part 2.5), 2025 California Plumbing Code (Title 24, Part 5), 2025 California Mechanical Code (Title 24, Part 4), 2025 California Electrical Code (Title 24, Part 3), 2025 California Energy Code (Title 24, Part 6), 2025 California Historical Building Code (Title 24, Part 8), 2025 California Existing Building Code (Title 24, Part 10),and the 2025 California Green Building Standards Code (Title 24, Part 11).

SECTION 2. Section 15.02.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"15.02.010 Adoption of the administrative provisions of the 2025 California Building Code. Chapter 1, Division II of the California Building Code is not part of the 2025 California Building Standards Code but may be adopted by a local jurisdiction. The City of Murrieta hereby adopts Chapter 1, Division II of the 2025 California Building Code and modifies, adds and deletes sections where necessary to carry out the intent and purpose of this chapter. The adopted portions and the City's modifications, additions and deletions, shall be used to administer and enforce the California Building Standards Codes within the City of Murrieta."

SECTION 3. Section 15.04.060 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"One copy of each code adopted by this title shall be made available for public reference. Such reference materials may be provided in either digital or printed format."

SECTION 4. Section 15.04.120 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.04.120 Building Construction Advisory Board of Appeals Created. Section 113 Board of Appeals of the 2025 California Building Code is amended by adding new paragraphs to Section 113 Board of Appeals to read as follows:

A . A person may appeal an order, decision or determination made by the Building Official that relates to the application or interpretation of this chapter by filing a written appeal to the Building Construction Advisory Board of Appeals within 30 days of the Building Official's decision.

B. This section establishes a Building Construction Advisory Board of Appeals (BCA Board) consisting of five members. The Building Industry Association of Riverside County shall appoint one member and one alternate. The Presidents of the local Chapters of the International Code Council (Coachella Valley ICC, Foothill ICC, and San Diego ICC) shall, acting jointly, appoint two members and one alternate. One member shall be a California licensed architect, civil engineer, or structural engineer. The Director of the City of Murrieta Development Services Department shall appoint one member with one alternate. Three members shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to render a decision. The City of Murrieta Development Services Department appointee shall act as the secretary of the BCA Board. The BCA Board shall adopt reasonable rules and regulations for conducting its review and shall render decisions and findings in writing to the Director of Development Services, with a copy to the appellant. The BCA Board shall make a recommendation to the Director of Development Services, advising whether the decision appealed should be upheld or modified. The Director of Development Services shall consider the BCA Board's recommendation and provide a final decision in writing to the appellant within fifteen (15) days of receipt of the BCA Board's recommendation.

C. A person appealing to the Building Construction Advisory Board of Appeals shall pay an appeal fee pursuant to the fee schedule approved by the City Council."

SECTION 5. Section 15.08.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.08.010 – Building Code adopted. The California Building Code, 2025 Edition (Title 24, Part 2), is hereby adopted and made part of this title by reference."

SECTION 6. Section 15.08.015 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.08.015 – Residential Code adopted. The California Residential Code, 2025 Edition (Title 24, Part 2.5), is hereby adopted and made part of this title by reference."

SECTION 7. Section 15.16.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.16.010 – Plumbing Code adopted. The California Plumbing Code, 2025 Edition (Title 24, Part 5), is hereby adopted and made part of this title by reference."

SECTION 8. Section 15.20.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.20.010 – Mechanical Code adopted. The California Mechanical Code, 2025 Edition (Title 24, Part 4), is hereby adopted and made part of this title by reference."

SECTION 9. Section 15.40.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.40.010 – Electrical Code adopted. The California Electrical Code, 2025 Edition (Title 24, Part 3), is hereby adopted and made part of this title by reference."

SECTION 10. Section 15.43.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.43.010 – Energy Code adopted. The California Energy Code, 2025 Edition (Title 24, Part 6), is hereby adopted and made part of this title by reference."

SECTION 11. Section 15.45.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.45.010 – Historical Building Code adopted. The California Historical Building Code, 2025 Edition (Title 24, Part 8), is hereby adopted and made part of this title by reference."

SECTION 12. Section 15.46.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.46.010 – Existing Building Code adopted. The California Existing Building Code, 2025 Edition (Title 24, Part 10), is hereby adopted and made part of this title by reference."

SECTION 13. Section 15.047.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.47.010 – Green Building Standards Code adopted. The California Green Building Standards Code, 2025 Edition (Title 24, Part 11), is hereby adopted and made part of this title by reference."

SECTION 14. The City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

SECTION 15. This ordinance shall take effect on January 1, 2026.

SECTION 16. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

SECTION 17. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

PASSED AND ADOPTED this 18th day of November, 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. 625-25 was duly introduced on the 4th day of November, 2025, passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 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. 625-25 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):

Introduced Ordinance: November 13, 2025
Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed to my name this __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No. 14.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Doug Stronsnider, Fire Marshal

PREPARED BY: Elizabeth Ellis, Administrative Assistant

SUBJECT: Second Reading of the 2025 Fire Code and California Wildland Urban Interface Code

RECOMMENDATION

Conduct a Public Hearing;

Conduct the second reading and approve Ordinance No. 626-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the California Fire Code, 2025 Edition, Based on the 2024 International Fire Code Including Local Amendments and Additions*; and

Conduct the second reading and approve Ordinance No. 627-25 entitled: *An Ordinance of the City Council, Adopting the 2025 California Wildland-Urban Interface Code, Based on the 2024 International Wildland-Urban Interface Code, Including Local Amendments and Additions*.

PRIOR ACTION/VOTE

On November 4, 2025, the City Council introduced and conducted the first reading of Ordinance Nos. 626-25 and 627-25 to accept the 2025 California Fire Code and CWUI Code as it was presented with the local amendments, additions, and deletions.

CITY COUNCIL GOAL

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

BACKGROUND

The California Building Standards Code is published every three years and amends the California Code of Regulations Title 24. These Codes are commonly referred to as Building, Residential, Fire, Plumbing, Mechanical, Electrical, Green and Energy Codes. The 2025 Edition of the California Fire Code, Part 9 of Title 24 of the California Code of Regulations, automatically becomes effective statewide on January 1, 2026. State law permits local jurisdictions to make modifications, referred to as “local amendments”, that may be more, but in no event less, restrictive than the requirements adopted by the State. To incorporate local amendments,

jurisdictions must make findings that the local amendments are reasonably necessary due to local climatic, geological, or topographical conditions.

Pursuant to AB 130 that became effective June 30, 2025, a six-year moratorium on local amendments prohibits cities and counties from making changes that are applicable to residential units. The exclusion applies to changes or modifications that are substantially equivalent to changes or modifications that were previously filed and effective prior to September 30, 2025.

At the City Council's meeting on November 4, 2025, Murrieta Fire and Rescue recommended that the City Council adopt the 2025 California Fire Code along with the local amendments. These local amendments consist of the re-adoption of regulations previously approved and effective January 1, 2023, together with new modifications pertaining to the following topics:

- Amendments to clarify code language, section numbers, and verbiage to meet minimum code and standard requirements;
- Definitions;
- Amending the standards for outdoor fireplaces and similar devices;
- Amending the code regarding the fire department's migration to the enhanced radio communication system to align with PSEC requirements; and
- Amending fire flow requirements for projects located in High or Very High Fire Severity Zones.

Murrieta Fire and Rescue also recommends adoption of the newly established 2025 California Wildland-Urban Interface code, comprised of Chapter 49 of the 2022 California Fire Code and Chapter 7A of the 2022 California Building Code. This code will designate fire safety regulations for properties located in the high and very high fire hazard severity zones as determined by the State of California. The severity zones are reflected in maps adopted by the City Council, which became effective on July 4, 2025.

FISCAL IMPACT

The adoption of the 2025 Fire Code and the California Wildland Urban Interface Code, with the proposed local amendments, has no fiscal impact on the City, as it collects permit and plan check fees.

ATTACHMENTS

1. Proposed Ordinance No. 626-25
2. Proposed Ordinance No. 627-25

ORDINANCE NO. 626-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ADOPTING THE CALIFORNIA FIRE CODE, 2025 EDITION, BASED ON THE 2024 INTERNATIONAL FIRE CODE INCLUDING LOCAL AMENDMENTS AND ADDITIONS

Summary: This ordinance will adopt the 2025 California Fire Code including local amendments and an exemption from CEQA.

WHEREAS, every three years the State of California adopts a new California Building Standards Code which includes a new California Fire Code; and,

WHEREAS, the State of California has adopted the 2025 California Fire Code based on the 2024 International Fire Code published by the International Code Council, hereinafter referred to collectively as the Fire Code; and,

WHEREAS, Health & Safety Code Section 17958 permits the City of Murrieta to make such changes or modifications to the Fire Code as are reasonably necessary because of local conditions; and,

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Murrieta, before making any changes or modifications to the Fire Code, make express findings that such changes or modifications are needed due to local climatic, geological, or topographical conditions; and,

WHEREAS, the City Council of the City of Murrieta does hereby find that the City has certain climatic, geological, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and,

WHEREAS, the City Council of the City of Murrieta finds that the modifications and changes to the Fire Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein as identified below; and,

WHEREAS, in accordance with AB 130, the following changes or modifications are substantially equivalent to changes or modifications that were previously filed by the City of Murrieta in Ordinance 584-22 adopted December 17th, 2022, and effective prior to September 30, 2025; and,

WHEREAS, Sections 50022.1 through 50022.10, inclusive, of the Government Code and Section 17922 of the Health & Safety Code, provide authority for the adoption by reference of codes, or portion of such codes.

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

SECTION 1. MUNICIPAL CODE REPEAL AND REPLACE

Chapter 15.24 of the Murrieta Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 15.24 as found in Exhibit A attached hereto and incorporated herein as if set forth in full.

SECTION 2. LOCAL AMENDMENT FINDINGS

The City Council of the City of Murrieta finds that the modifications and changes to the Fire Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein.

A. Climate Considerations

1. The City of Murrieta located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semiarid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 m.p.h. or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

2. Although Riverside County and the City of Murrieta occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over 33 inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the County. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

3. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage

capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

B. Topographic Considerations

1. Natural. The topographical conditions of Riverside County vary from 300 feet below sea-level, flat desert communities, to mountains over 10,000 feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

2. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County and within the City of Murrieta.

3. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on• site fire-extinguishing systems and other protection measures to protect occupants and property.

C. Geographic Considerations

1. Located within Riverside County and in the City of Murrieta are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

2. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground

shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

3. Road circulation features located throughout the County and the City of Murrieta also make amendments reasonably necessary. Located through the County and the City of Murrieta are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Murrieta that naturally have extended emergency response times that exceed the five-minute goal.

The table below details amendments to specific Sections of the 2025 California Fire Code and the applicable Finding for each.

Amendment	Finding	Amendment	Finding
101.1	Administrative	508.1	B2, B3, C2, C3
102.13	Administrative	508.1.3	B2, B3, C2, C3
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108.2	Administrative	510.4.2.3	B1, B2, B3
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108.7	Administrative	510.6.5	B1, B2, B3
108.8	Administrative	510.6.5.1-510.6.5.4	B1, B2, B3
108.9	Administrative	901.6.3	B3, C3, C4
110.3.1	Administrative	903.2	B3, C3, C4
112.1,112.2,112.3,112.4	Administrative	903.2.10, 903.2.10.1	B3, C3, C4
113.4	Administrative	903.3.5.3	B3, C3, C4
Definitions 202	Administrative	903.4	B3, C3, C4
304.1.3	A1, A2, A4, B3	907.1.6	B3, C3, C4
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307.6	A1, A2, A4, B3	914.12 – 914.12.8.5	B3, C3, C4
307.6.1	A1, A2, A4, B3	1205.2	B2, B3
307.6.2	A1, A2, A4, B3	3307.2	B2, B3
307.6.3	A1, A2, A4, B3	5601.3.2 & 5601.3.3	A1, A2, A4
408	Administrative	5608.2	A1, A2, A4
501.1	Administrative	5614	A1, A2, A4
503.1	Administrative	5707.1	A1, A2, A4
503.1.2	Administrative	Chapter 80	A1, A2, A4
503.2.1	Administrative	Table B105.1(1)	A1, A2, A4

503.2.3	Administrative	Table B105.2	A1, A2, A4
503.6.1	A4, B2, B3	B105.4	A1, A2, A3, A4
505.1	B2, B4		

SECTION 3. FIRE CODE ADOPTION

The City Council of the City of Murrieta hereby adopts as the Fire Code for the City of Murrieta Fire the 2025 California Fire Code based on the 2024 International Fire Code. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted - Chapter 1, Division II, Chapters 3, 25, and Sections 503, 510.2, 1103.2 and Appendices A, C, H, I, N, O and P are adopted together with the City's amendments as set forth in this ordinance. This Fire Code is adopted for the protection of public health and safety. It includes definitions, provisions for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings, requirements for permits and inspection for installing or altering systems, regulations for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use and maintenance of buildings and structures, including the installation, alteration or repair of new and existing fire protection systems and their inspection and provides penalties for violation of this code. Each and all of the regulations, provisions, penalties, conditions and terms of the Murrieta Municipal Code on file in the office of the Murrieta Fire Protection District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Exhibit "A" of this ordinance.

SECTION 4. CEQA

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 5. SEVERABILITY

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 6. NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this

Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective on January 1, 2026.

PASSED AND ADOPTED this 18th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 626-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 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. 626-25 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):

Introduced Ordinance: November 13, 2025
Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this _ __ , _____

_____
Cristal McDonald, City Clerk

EXHIBIT "A"

15.24.010 Adoption of the Fire Code. The City of Murrieta adopts as the Fire Code for the City of Murrieta Fire & Rescue the following: the 2025 California Fire Code based on the 2024 International Fire Code. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted - Chapter 1, Division II, Chapters 3, 25, and Sections 503, 510.2, 1103.2, and Appendices A, C, H, I, N, O and P are adopted together with the City's amendments as set forth in this ordinance. The California Fire Code and its appendix chapters will be on file for public examination in the offices of the Fire Marshal, Building Official, and the City Clerk's office.

15.24.020 Section 101.1 Amended– Title. These regulations shall be known as the Fire Code of the City of Murrieta, hereinafter referred to as the Fire Code.

15.24.030 Section 102.13 Added – Repeal of Conflicting Ordinances, Resolutions, or Motions. All former ordinances, resolutions, or motions or parts thereof, conflicting or inconsistent with the provisions of this chapter are repealed.

15.24.040 Section 103.1 Amended – Creation of an Agency. The City of Murrieta / Murrieta Fire & Rescue is hereby created and the official in charge therefore shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

15.24.050 Section 108.2 Amended - Schedule of Permit Fees. Fees for services and operational permits shall be as set forth in the City of Murrieta fee schedule.

15.24.060 Section 108.4.1 Added - Fees for Working or Performing Without Necessary Permits. A person who commences any construction work regulated by the Fire Code within the City before first obtaining necessary construction permits may be fined as follows:

1. First offense is double fees for each building or permit required to be issued that is in violation, and a complaint is filed to the Contractors State License Board.
2. Second offense is double fees as indicated in item 1 above plus a $500.00 fine and a complaint filed to the Contractors State License Board.
3. Third offense is double fees as indicated in item 1 above plus a $1000.00 fine and a complaint filed to the Contractors State License Board.
4. Fourth or subsequent violations will result in a misdemeanor citation and/or additional legal action for failing to comply with the requirements of the Fire Code.

15.24.070 Section 108.7 Added - Cost Recovery. The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for the expense of any emergency response and/or enforcement action by the Fire Department to protect the public from criminal or negligent activities, and from fire or hazardous substances.

15.24.080 Section 108.8 Added - Reimbursement Required. In accordance with Safety Code Section 13000 et. Seq., an individual who acts negligently or in violation of the law thereby requires an emergency response to a danger posed by a fire or hazardous substance shall be liable

for reimbursement to the Fire Department for the costs incurred. In accordance with Government Code Section 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage and drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately cause any incident and thereby requires an emergency response shall reimburse the Fire Department for those costs incurred.

15.24.090 Section 108.9 Added - Expense Recovery. The fire code official may impose a fee for recovery of expenses incurred to enforce the provisions of the Fire Code including approved third-party billing.

15.24.100 Section 110.3.1 Added - Electronic Recordkeeping. The fire code official can require the forms for maintenance inspections of fire protection systems to be filed in electronic format as prescribed by the fire code official.

15.24.110 Sections 112.1, 112.2, 112.3 & 112.4 of the California Fire Code are deleted in their entirety and replaced with:

Section 112.1 Board of Appeals Established. In order to hear, and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of the fire code, there shall be and is hereby created a board of appeals. After all "in-house" efforts (including a review and determination in writing by the Fire Chief) have failed to achieve resolution, a board of appeals shall be appointed on an as-needed basis by the Murrieta City Manager and shall hold office at their pleasure. The fire code official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the City Manager and fire code official.

Section 112.2 Limitations of Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have the authority to waive the requirements of this code.

Section 112.3 Qualifications. The board of appeals shall consist of three or five members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions, or fire protection systems and are not public officials or employees of the City of Murrieta.

Section 112.4 Administration The fire code official shall take immediate action in accordance with the decision of the board of appeals.

15.24.120 Section 113.4 Amended - Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of

a misdemeanor, punishable by a fine of not more than $1,000.00 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.24.130 Section 202 Added - General Definitions

ALL-WEATHER SURFACE. A road surface of asphalt, concrete, ~~or~~ approved pavers, or an engineered surface (such as decomposed granite compacted to 95%) capable of supporting an 80,000-pound fire apparatus in all weather conditions.

FLOW-LINE. The lowest continuous elevation on a curb is defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned or modified or both and partially or totally replaced with approved fire- resistant and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces the radiant and convective heat on a structure and provides valuable defensible space for firefighters to make an effective stand against an approaching fire front.

MID-RISE BUILDING. A building five or more stories high, but not exceeding 75 feet in height, and not defined as a high-rise building by Section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.

JURISDICTION. The City of Murrieta and/or Murrieta Fire & Rescue.

15.24.140 Section 304.1.3 Amended - Vegetation. Weeds, grass, vines, or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with 2025 California Wildland-Urban Interface Code (Title 24 Part 7) and the City of Murrieta Municipal Code.

15.24.150 Section 307.1.1 Amended - Prohibited Open Burning. Open burning shall be prohibited within the jurisdictional boundaries of the City of Murrieta.

15.24.160 Section 307.6 Added - Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section. *Exception: Barbeques, grills, and other portable devices intended solely for cooking*

15.24.170 Section 307.6.1 Added - Gas Fueled Devices. Outdoor fireplaces, fire pits, and similar devices fueled by natural gas or liquefied petroleum gas are allowed when approved by the Building and Fire Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At one-and two-family dwelling units, combustible construction and flammable vegetation shall not be located within three feet of gas-fueled devices. At all other Group R occupancies, the minimum distance to combustible construction and flammable vegetation shall be 20 feet. Where chimneys or vents are installed, they shall have an approved spark arrester as defined in California Mechanical Code, Section 221.

15.24.180 Section 307.6.2 Added - Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a Very high or high fire hazard severity zone.
Exception: *Approved outdoor permanent fireplaces.*

15.24.190 Section 307.6.3 Added - Outdoor Fireplaces Utilizing Wood or Solid-fuels. Permanent outdoor fireplaces, not located within a High or Very High Fire Hazard Severity Zones, that burn wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks Chimneys shall have an approved spark arrester as defined in California Mechanical Code, Section 221**.**

15.24.200 Section 408 Added - Automated External Defibrillators. This Section applies to all of the following structures, as defined in Chapter 3 of Part 2, The California Building Code, of Title 24, the California Building Standards Code, of the California Code of Regulations, that are constructed on or after January 1, 2017.

(A) Group A assembly buildings with an occupant load of 300 or more.
(B) Group B business buildings with an occupant load of 200 or more.
(C) Group E educational buildings with an occupant load of 200 or more.
(D) Group F factory buildings with an occupant load of 200 or more.
(E) Group I institutional buildings with an occupant load of 200 or more.
(F) Group M mercantile buildings with an occupant load of 200 or more.
(G) Group R residential buildings with an occupant load of 200 or more, excluding single-family dwelling units.

(1) A structure described in subdivision (A) that is an occupied structure shall have an automated external defibrillator (AED) on the premises subject to the requirements in Section 1797.196. A person or entity that acquires an AED for emergency care pursuant to this section shall not be liable for any civil damages resulting from any acts or omissions in the rendering of the emergency care by use of an AED if that person or entity has complied with subdivision (b) of Section 1797.196

(2) This chapter shall not apply to a structure in subdivision (A) that is owned or operated by any local government entity.

(3) This chapter shall not apply to a health facility licensed under subdivisions (a), (b), (c), or (f) of Section 1250 of the Health and Safety Code.

(4) This chapter shall not be construed to apply to a structure that is vacant or under construction or renovation.

15.24.210 Section 501.1 Amended – Scope. Fire service features for buildings, structures, and premises shall comply with this chapter. All features shall be in accordance with this code, national standards, the Murrieta Fire & Rescue Guidelines for Fire Department Access & Water Requirements for Commercial & Residential Development, and the Murrieta Fire & Rescue Guideline for the Installation of Private Fire Service Mains and Their Appurtenances.

15.24.220 Section 503 Amended – Fire Apparatus Access Roads

15.24.230 Section 503.1 Amended - Where required. Fire apparatus access roads, including private residential driveways, shall be required for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from the closest point of an approved fire department vehicle access.

Fire apparatus access roads, except private residential driveways, shall be provided and maintained for the purposes of rapid and reliable fire apparatus access and for unobstructed traffic circulation for evacuation or relocation of civilians during a wildfire or other emergency. Fire apparatus access roads shall be provided and maintained in compliance with this section and the most recent edition and any amendments thereto, of public and private road standards as adopted by the City of Murrieta. The fire code official may modify the requirements of this section if the modification provides equivalent access.

15.24.240 Section 503.1.2 Amended - Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of the terrain, climatic conditions, or other factors that could limit access. When additional fire apparatus access roads are required, the additional fire apparatus access road must be remote from the primary fire apparatus access road and be approved by the fire code official.

15.24.250 Section 503.2.1 Amended - Dimensions. The dimensions of fire apparatus access roads shall be in accordance with the following:

(a) The width of an approved fire apparatus access road is measured flowline to flowline. All fire apparatus access roads shall have and maintain an unobstructed vertical clearance of not less than 13 feet 6 inches.

Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways serving no more than two single-family dwellings, which shall have a minimum of 14 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card

readers, guard stations, or center medians, are allowed, provided that each lane is not less than 16 feet wide.

(b) Fire apparatus access roads serving multi-family structures shall have an unobstructed improved width of not less than 24 feet. The fire code official may require additional access road improvements, including 26 feet of roadway width when necessary to accommodate an Aerial Fire Apparatus.

(c) Fire apparatus access roads serving commercial, industrial, or buildings greater than two stories shall have an unobstructed improved width of not less than 26 feet to accommodate an Aerial Fire Apparatus. The fire code official may require additional access road improvements necessary to accommodate an Aerial Fire Apparatus.

15.24.260 Section 503.2.3 Amended - Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus at 80,000 pounds and shall be hard-surfaced, paved, or concrete and suitable for fire apparatus. Pervious pavers may be used when designed, installed, and maintained to hold the imposed loads of fire apparatus at 80,000 pounds and are approved by the fire code official. In rural areas, all-weather surfaces may be utilized for fire apparatus access roads where slopes permit. All-weather surfaces must be maintained to engineered standards, failure to do so will result in violations as outlined in 15.24.120.

15.24.270 Section 503.6.1 Added - Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicles.

15.24.280 Section 505.1 Amended - Address numbers. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations, plainly visible and legible from the street or roadway fronting the property when approaching from either direction. All commercial addressing shall be illuminated to be visible from the street at all hours. Single-family residential numbers shall contrast with their background and shall meet the following minimum size standards: 4" high with a ½" stroke. For buildings up to 25 feet in height, address numbers shall be a minimum of 12" high with a minimum 2" stroke. For building(s) exceeding 25 feet in height, address numbers shall be a minimum of 24" in height with a minimum 4" stroke and be placed on all sides of a structure. All address identification characters shall contrast with their background. Numbers shall not be spelled out. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. Where access is by means of a private road and the building cannot be viewed from the public way, an approved monument, pole, or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

15.24.290 Section 508.1 Amended – General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, and mid- rise buildings as defined and Group I-2 Occupancies having occupied floors located more than 55 feet above the lowest level of fire department vehicle access and in all F-1 and S-1 Occupancies with a building footprint greater than 300,000 square feet, a fire command center

for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

15.24.300 Section 508.1.3 Amended – Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet, whichever is greater.

Where a fire command center is required for a group F-1, and S-1 Occupancies with a building footprint greater than 300,000 square feet, the fire command center shall have a minimum size of 96 square feet with a minimum dimension of 8 feet, where approved by the fire code official.

15.24.310 Section 510.1 Amended - Emergency Responder Communication Coverage in New and Existing Buildings. Approved in-building emergency responder communications enhancement systems (ERCES) for emergency responders shall be provided in all new and existing buildings as determined by the fire code official. The ERCES, where required, shall be provided in accordance with Murrieta Fire & Rescue and Police Departments policies and guidelines.

15.24.320 Section 510.4.2.3 Amended - Standby Power. In-building emergency responder communications enhancement shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Sections 1203. The standby power supply shall be capable of operating in-building emergency responder communications enhancement systems at 100-percent system capacity for a duration of not less than 24 hours.

15.24.330 Section 510.6 Amended - Maintenance. The in-building emergency responder communications enhancement system shall be maintained operational at all times in accordance with sections 510.6.1 through 510.6.5.

15.24.340 Section 510.6.5 Added - Signal Interference Mitigation. ERCES shall be installed and maintained so as not to cause harmful interference to the Public Safety Enterprise Communications (PSEC) within or beyond the building or structure served.

15.24.350 Section 510.6.5.1 Added - Automatic Shutdown. ERCES shall be equipped with automatic detection and shutdown features that deactivate amplification components upon occurrence of oscillation, feedback, or over-amplification. Automatic shutdown shall occur when system operation causes disruption or degradation of the Public Safety Enterprise Communications (PSEC).

15.24.360 Section 510.6.5.2 Added - Automatic Shutdown Supervision. Upon activation of the shutdown function, a supervisory signal shall be transmitted to the fire alarm control unit and to a constantly attended location as required by the fire code official.

15.24.370 Section 510.6.5.3 Added - Restoration of Service. Following an automatic shutdown, corrective action shall be performed by qualified personnel prior to system reset. ERCES shall not be returned to service until testing has verified that operation does not cause interference with the Public Safety Enterprise Communications (PSEC).

15.24.380 Section 510.6.5.4 Added - Prohibition. ERCES shall not be permitted to operate in any manner that degrades or impairs emergency communications as determined by Public Safety Enterprise Communications (PSEC).

15.24.390 Section 901.6.3. Amended - Records. Records of all system inspections, tests, and maintenance required by referenced standards shall be submitted and maintained in the required format and electronically as required by the fire code official.

15.24.400 Section 903.2 Amended - Where required. Approved automatic sprinkler systems, regardless of the occupancy classification, shall be provided throughout new buildings and structures which are 3,600 square feet or greater in size or more than two stories in height.

Exception: Group R, occupancies shall comply with sections 903.2.8

1. Regardless of the occupancy classification. Where Sections 903.2.1 - 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.
2. The elimination of sprinkler protection in the following areas is subject to approval by the Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ ceiling assemblies.

Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet, and having setback distances of 50 feet or more from the property line and other buildings.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles, and dining areas with no cooking.
4. Detached Group U occupancy greenhouses less than 5,500 square feet.
5. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

For development within the BP and Cl zoning districts or commercial or industrial

buildings that are speculative in nature with no specific commodity or method of storage, the automatic fire protection system installed shall provide a minimum density coverage of 0.33/2,500 S.F. or as determined by the fire code official or their designee.

15.24.410 Section 903.2.10 Amended - Group S-2 Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

15.24.420 Section 903.2.10.1 Deleted - Commercial Parking Garages, is hereby deleted without replacement.

15.24.430 Section 903.3.5.3 Added - Hydraulically Calculated Systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

15.24.440 Section 903.4 Amended - Sprinkler System Supervision and Alarms, is hereby amended by modifying item 2, deleting items 5 and 8, and renumbering the exceptions as follows:

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems are installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action, and deluge sprinkler systems that are sealed or locked in the open position.

15.24.450 Section 907.1.6 Added - Fire alarm control panel (FACP). The main fire alarm control panel shall be located in the same room as and share the same access as the fire sprinkler riser. The FACP shall have a minimum of 36 inches of face clearance and 6 inches of side clearance from any other wall or equipment.

15.24.460 Section 907.5.1 Amended - Tenant Notification. Notification shall be provided to the occupants in single tenant and multi-tenant buildings, (including when a tenant improvement permit is required) a single audio/visual device shall be installed in each suite, in a constantly attended location, and shall annunciate upon the activation of any fire protection system.

14.24.470 Section 914.12 Added – Mid Rise Building

15.24.480 Section 914.12.1 Added - General. A newly constructed mid-rise building shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with intermittent human occupancy.

15.24.490 Section 914.12.2 Added - **Automatic Fire Sprinkler Systems and Standpipes**. Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a Class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2.5-inch hose valves located in each stair enclosure on every floor. Two hose outlets shall be located on the roof outside of each stair enclosure that penetrates the roof. The standpipe system shall be designed, installed, and tested in accordance with the latest edition of NFPA 14.
3. Fire department standpipe connections and valves serving each floor shall be located in the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.

15.24.500 Section 914.12.3 Added - Smoke detection. Smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system and shall be installed in accordance with the latest edition of NFPA 72. The actuation of any device required by this section shall operate the emergency voice alarm signal system and shall operate all equipment necessary to prevent the circulation of smoke through air returns and exhaust ductwork. Smoke detectors shall be located as follows:

1. In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery, or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return air and exhaust air plenum of each air conditioning system. The smoke detector shall be located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving no than 4 or

more stories from a return air duct or plenum of an air conditioning system. In Group R, Division 1 and 2 occupancies, an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.

4. For Group R, Division 1 and 2 occupancies, in all corridors serving as a means of egress for an occupant load of 10 or more persons.

15.24.510 Section 914.12.4 Added - Fire alarm system. An approved and listed, automatic and manual, fully addressable, and electronically supervised fire alarm system shall be provided in accordance with the provisions of this code and NFPA 72.

15.24.520 Section 914.12.5 Added - Emergency voice alarm signaling system. The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building

15.24.530 Section 914.12.6 Added - Fire Command Center. A fire command center for fire department operations shall be provided for mid-rise buildings, as defined in Section 202 of this ordinance, in accordance with Section 508.

15.24.540 Section 914.12.7 Added - Elevators. Elevators and elevator lobbies shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use and shall serve all floors of the building. This cab shall be provided large enough to accommodate an ambulance-type stretcher in accordance with section 3002.4 of the California Building Code.

15.24.550 Section 914.12.8 Added - Fire Department Communication System. An approved two-way fire department communication system designed and installed in accordance with the adopted edition of NFPA 72, shall be provided for fire department use per section 907.2.13.2.

15.24.560 Section 914.12.9 Added - Means of egress. In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with sections 914.12.8.1 through 914.12.8.5

15.24.570 Section 914.12.9.1 Added - Extent of the enclosure. Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosures shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

15**.24.580 Section 914.12.9.2 Added - Pressurized enclosures and stairways**. All required stairways and enclosures in a mid-rise building shall be pressurized as specified in Section 909. Pressurized stairways shall be designed to exhaust smoke manually.

15.24.590 Section 914.12.9.3 Added - Vestibules. Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with Section 909.

15.24.600 Section 914.12.9.4 Added - Pressure differences. The minimum pressure difference between a vestibule and adjacent areas shall comply with Section 909.

15.24.610 Section 914.12.9.5 Added -Locking of stairway doors. All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire command center. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically unlock

15.24.620 Section 1205.2 Amended - Access and Pathways.
Exception 3. Building-Integrated Photovoltaic (BIPV) systems where the BIPV systems are approved, integrated into the finished roof surface and are listed in accordance with a national test standard developed to address Section 690.12(B)(2) of the California Electrical Code. The removal or cutting away of portions of the BIPV system during firefighting operations shall not expose a firefighter to electrical shock hazards and smoke ventilation opportunity areas shall be identified.

15.24.630 Section 3307.2 Amended - Water Supply for Fire Protection. The required water supply, including water mains and fire hydrants, for fire protection, shall be installed, tested, and accepted, prior to combustible materials arriving onsite.

15.24.640 Section 5601.3.2Added - Prohibition. No person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give or transport any fireworks, dangerous fireworks, or safe and sane fireworks, except for use as agricultural and wildlife fireworks or for use in a public display of fireworks pursuant to a permit obtained from Murrieta Fire & Rescue under the provisions of California Health and Safety Code Sections 12640-12654 and the municipal code adopted by the City of Murrieta. Any storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is strictly prohibited.

Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted by Murrieta Fire & Rescue and conducted by a California licensed pyrotechnic operator.

15.24.650 Section 5601.3.3 Added - Seizure of Fireworks. The fire code official and his or her designee shall have the authority to seize, take, and remove all fireworks stored, sold, offered for sale, used, or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with applicable statutory, constitutional, and decisional law.

15.24.660 Section 5608.2 Added - Firing. All fireworks displays shall be electrically fired.

15.24.670 Section 5614 Added - Explosives and blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported, or disposed of except by permit from the fire code official.

15.24.680 Section 5707.1 Amened - General. On-demand mobile fueling operations that dispense Class I, II, and III liquids into the fuel tanks of motor vehicles shall be prohibited.

15.24.690 Sections 5707.2 through 5707.6 are hereby deleted without replacement.

15.24.700 NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 40 feet from a public or private hydrant. The size of the piping and the number of inlets shall be approved by the fire code official. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2½" inlets shall be provided

15.24.710 NFPA 13R 2025 is added and adopted in its entirety.

15.24.720 NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby adopted and amended or added as follows:

Section 5.1.3 is hereby added as follows:

5.1.3 Stock of Spare Sprinklers

Section 5.1.3.1 is hereby added as follows:

5.1.3.1. A supply of at least one sprinkler for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

5.1.3.2 is hereby added as follows:

5.1.3.2 The sprinklers shall correspond to the types and temperature ratings of the sprinklers on the property.

Section 5.1.3.3 is hereby added as follows:

5.1.3.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 degrees Fahrenheit (38 degrees C).

Section 5.1.3.4 is hereby added as follows:

5.1.3.4 A sprinkler wrench shall be provided and kept in the cabinet to be used for

the removal and installation of sprinklers. A separate sprinkler wrench shall be provided to

ensure all styles of heads can be replaced if activated.

Section 7.1.2 is hereby revised as follows:

7.1.2 The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

7.6 - Amend 7.6 to read as follows:

7.6 Alarms. A water flow switch shall be provided and located on the sprinkler riser above the check valve. The waterflow switch shall activate the local waterflow alarm bell and the interconnected smoke alarms inside the residence. The water flow switch shall be a retarding type with a delay between 15-45 seconds before activation. Waterflow alarm bell shall have a minimum diameter of 6 inches and be mounted on the exterior of the structure.

15.24.730 NFPA 14, 2024 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 9.5.1.1 is hereby deleted in its entirety and replaced as follows:

9.5.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

15.24.740 NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and their Appurtenances is hereby amended as follows:

Section 6.2.9* (3) and (5) is hereby deleted without replacement and (6) and (7) renumbered as follows:

(5) Control Valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

Section 6.2.9* (2) is hereby revised as follows:

(2) When approved by the fire code official, a wall post indicating valve may be installed on an existing structure.

Section 6.3.3 is hereby added as follows:

6.3.3 All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.3.8 Bolts is hereby added as follows:

10.3.7 Bolts. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.3.1 is hereby deleted and replaced as follows:

10.4.3.1 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.6.2.

Section 10.4.3.1.1 is hereby revised as follows:

10.4.3.1.1 Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

15.24.750 Amended - Table B105.1 (1)

TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE AND TWO FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler	1,500	2
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate, but not less than 2 hours.
0-3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	500	1/2
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 875	1

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m

15.24.760 Amended - Table B105.1(2)

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE AND TWO FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 (NFPA 13) or Section 903.3.1.2 (NFPA13R) of the California Fire Code	*50%* of the value in Table B105.1(2) *not less than 2,500* for multi-family, not less than 3,000 for commercial not less than 3,500 for industrial	Duration for multi-family, 2 hours Duration for commercial, 3 hours Duration for industrial, 4 hours

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m *Or as otherwise required by the Fire Code official

15.24.770 Section B105.4 – ADDED- Projects Located in Fire Severity Zones. All new buildings constructed or installed that are located within a High and Very High Fire Hazard Severity Zone, as designated by the Director of Forestry and Fire Protection or as subsequently amended, the minimum fire-flow requirements shall be increased by 500 gallons per minute (GPM) at a residual pressure of 20 psi for a minimum duration of 2 hours.

Exception. Where the entire project is constructed in compliance with the current Insurance Institute for Business & Home Safety (IBHS) Wildfire Technical Standards, the required fire flow may comply with the standard fire-flow requirements of Appendix B without modification.

ORDINANCE NO. 627-25

AN ORDINANCE OF THE CITY COUNCIL, ADOPTING THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, BASED ON THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE INCLUDING LOCAL AMENDMENTS AND ADDITIONS

Summary: This ordinance will adopt the 2025 California Wildland-Urban Interface Code including local amendments and an exemption from CEQA.

WHEREAS, every three years the State of California adopts a new California Building Standards Code (BSC) which includes a new California Wildland-Urban Interface Code; and,

WHEREAS, the State of California has adopted the 2025 California Wildland-Urban Code based on the 2024 International Wildland-Urban Interface Code published by the International Code Council, hereinafter referred to collectively as the California Wildland-Urban Interface Code; and,

WHEREAS, Health & Safety Code Section 17958 permits the City of Murrieta to make such changes or modifications to the California Wildland-Urban Interface Code as are reasonably necessary because of local conditions; and,

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Murrieta, before making any changes or modifications to the California Wildland-Urban Interface Code, make express findings that such changes or modifications are needed due to local climatic, geological, or topographical conditions; and,

WHEREAS, the City Council finds that the City has certain climatic, geological, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and,

WHEREAS, the City Council finds that the modifications and changes to the California Wildland-Urban Interface Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein as identified below; and,

WHEREAS, Sections 50022.1 through 50022.10, inclusive of the Government Code and Section 17922 of the Health & Safety Code, provide authority for the adoption by reference of codes, or portion of such codes.

WHEREAS, The 2025 Edition of the California Wildland-Urban Interface Code (CWUI) is based on the 2024 International Wildland-Urban Interface Code. The CWUI published by the BSC in Title 24, Part 7 of the California Code of Regulations must be in effect by January 1, 2026. To include local amendments and enhance life safety, and property protection, the city must complete its adoption process thirty (30) days prior to implementation. The adoption of the 2025 CWUI into the City of Murrieta Municipal Code provides an orderly administration of the 2025 CWUI by the City's Building Official and Fire Code Official.

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

SECTION 1. MUNICIPAL CODE ADDITION

Chapter 15.30 of the Murrieta Municipal Code is hereby added as found in Exhibit A attached hereto and incorporated herein as if set forth in full.

SECTION 2. LOCAL AMENDMENT FINDINGS

The City Council of the City of Murrieta finds that the modifications and changes to the CWUI Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein.

A. Climate Considerations

1. The City of Murrieta located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 m.p.h. or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

2. Although Riverside County and the City of Murrieta occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over 33 inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the County. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

3. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

B. Topographic Considerations

1. Natural. The topographical conditions of Riverside County vary from 300 feet below sea- level, flat desert communities, to mountains over 10,000 feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

2. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County and within the City of Murrieta.

3. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on• site fire- extinguishing systems and other protection measures to protect occupants and property.

C. Geographic Considerations

1. Located within Riverside County and in the City of Murrieta are several

known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

2. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

3. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

4. Road circulation features located throughout the County and the City of Murrieta also make amendments reasonably necessary. Located through the County and the City of Murrieta are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Murrieta that naturally have extended emergency response times that exceed the five-minute goal.

The table below details amendments to specific Sections of the 2025 California Wildland-Urban Interface Code and the applicable Finding for each.

Amendment	Finding	Amendment	Finding
Definitions 202	Administrative	604.6	A1, A2, A3, A4
602.4	A1, A2, A3, A4		

SECTION 3. CALIFORNIA WILDLAND-URBAN INTERFACE CODE ADOPTION

The City Council hereby adopts the California Wildland-Urban Interface Code for the City of Murrieta. The 2025 California Wildland-Urban Interface Code of Title 24, Part 7. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface Code are hereby adopted - Chapter 1, 1.12, Division II, 402 and Appendices A are adopted together with the City's amendments as set forth in this ordinance.

This California Wildland-Urban Interface Code is adopted for the protection of public health and safety. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure, or any appurtenance connected or attached thereto, within the City of Murrieta. These provisions further apply to building materials, systems, and assemblies used in the exterior design and construction of new buildings located within a wildland–urban interface area, establishing minimum requirements intended to mitigate conditions that could cause a fire originating in a structure to ignite vegetation, or allow a wildfire burning in vegetation fuels to transmit fire to structures, thereby threatening life safety, exceeding fire suppression capabilities, or resulting in significant property loss.

SECTION 4. CEQA

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 5. SEVERABILITY

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 6. NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective on January 1, 2026.

PASSED AND ADOPTED this 18th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 627-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of November, 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. 627-25 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):

Introduced Ordinance: November 13, 2025
Adopted Ordinance: _____, 2025.

_____
Cristal McDonald, City Clerk

EXHIBIT "A"

15.30.010 Adoption of the California Wildland-Urban Interface Code. The City of Murrieta adopts as the California Wildland-Urban Interface Code for the City of Murrieta Fire & Rescue the following: the 2025 California Wildland-Urban Interface based on the 2024 International California Wildland-Urban Interface. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface are hereby adopted - Chapter 1, Division II, Section 402, and Appendix A in its entirety except sections A-102.3 – A102.3.2.2 are adopted together with the City's amendments as set forth in this ordinance. The California Wildland-Urban Interface and its appendix chapters will be on file for public examination in the offices of the Fire Marshal, Building Official, and the City Clerk's office.

15.30.020 Section 101.1 Amended– Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Murrieta, hereinafter referred to as the California Wildland-Urban Interface Code (CWUI).

15.30.130 Section 102.9 Added – Repeal of Conflicting Ordinances, Resolutions, or Motions. All former ordinances, resolutions, or motions or parts thereof, conflicting or inconsistent with the provisions of this chapter are repealed.

15.30.040 Section 103.1 Amended – Creation of an Agency. The City of Murrieta is hereby created and the official in charge therefore shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050 Section 202 Added – Definitions

FUEL MODIFICATION PLAN. An approved plan which identifies specific fuel modification zones within a property are subject to fuel modification. Fuel modification plans show the area and location of all hardscape/soft scape improvements and fuel modifications necessary to achieve the minimum acceptable level of risk to structures from fires in the combustible vegetation.

FUEL MODIFICATION ZONE. A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with the structures. Vegetation includes native ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total replacement of existing plants with adequately space drought-tolerant and fire-resistant species and thinning of existing native or ornamental species.

UNENCLOSED COVERED STRUCTURE. Includes covered structures with a solid or open roof and no more than one side closed.

15.30.060 Section 602.4 ADDED- Fuel Modification Plan. A fuel modification plan shall be

submitted to and approved by the fire code official prior to the issuance of a grading permit. The plan shall be developed in accordance with city-code , adopted guidelines, nationally recognized standards, and shall include provisions for ongoing maintenance.

15.30.070 Section 604.6 ADDED- Maintenance of Fuel Modification Zone. Fuel Modification Zones, not in compliance with the City of Murrieta Municipal Code, respective guidelines and recognized standards shall constitute a fire hazard.

15.30.080 APPENDIX A GENERAL REQUIREMENTS – Section A102.3 - DELETED- Sections A102.3 through A102.3.2.2 of Appendix A are deleted without replacement.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/18/2025
Agenda Item No.

CITY OF MURRIETA
NOTICE OF PENDING APPROVAL OF FINAL PARCEL MAP – PM 38310
FOR ESTHER GIERSON, A WIDOW

NOTICE IS HEREBY GIVEN that on November 18, 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 38310 (TPM 38310).

An application was filed by **Esther Gierson, a widow** for Tentative Parcel Map No. 38310 to subdivide 20.63 gross acres into 2 numbered lots for Condominium Purposes for the development of 107 detached condominium units and 78 attached junior accessory dwelling units.

Engineering staff have completed a review of the final map for conformance with the Subdivision Map Act and the Murrieta Municipal Code. Final Parcel Map PM 38310 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 or 951-461-6072.

Kimberly Ramirez, Deputy City Clerk FOR

Cristal McDonald, City Clerk
Dated: November 13, 2025