



MARCH JOINT POWERS AUTHORITY

IMPORTANT COVID-19 NOTICE

IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS) AND TO ENABLE APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES MEMBERS OF THE PUBLIC TO WATCH THE MEETING REMOTELY AND NOT TO ATTEND IN PERSON. IF YOU WOULD LIKE REMOTE ACCESS TO VIEW THE MEETING, PLEASE EMAIL THE CLERK AT CLERK@MARCHJPA.COM BY NOON ON WEDNESDAY, AUGUST 24, 2022, AND WE WILL PROVIDE REMOTE ACCESS INSTRUCTIONS.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND IN PERSON ARE ENCOURAGED TO WEAR A MASK. WITH SPACE STRICTLY LIMITED, WE STRONGLY ENCOURAGE MEMBERS OF THE PUBLIC TO UTILIZE THE REMOTE ACCESS APPROACH DESCRIBED ABOVE OR TO SIMPLY PROVIDE COMMENT ON ITEMS OF INTEREST THROUGH THE METHODS BELOW.

MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE COMMISSION MAY ALSO PARTICIPATE IN THE FOLLOWING WAYS:

(1) COMMENTS AND CONTACT INFORMATION CAN BE EMAILED TO CLERK@MARCHJPA.COM BY NOON ON THE DAY OF THE SCHEDULED MEETING TO BE INCLUDED IN THE WRITTEN RECORD; OR

(2) A REQUEST TO SPEAK CAN BE EMAILED TO CLERK@MARCHJPA.COM AND, AT THE TIME OF THE REQUESTED AGENDA ITEM, THE CLERK WILL PLACE A PHONE CALL TO THE COMMENTER AND ALLOW THEM TO SPEAK TO THE COMMITTEE VIA SPEAKER PHONE DURING THE LIVE MEETING FOR UP TO THREE MINUTES; OR

(3) ATTENDANCE IN PERSON, FILL OUT SLIP, AND ONCE RECOGNIZED, YOU MAY SPEAK FOR UP TO THREE MINUTES. PLEASE NOTE WE STRONGLY ENCOURAGE REMOTE OPTIONS; OR

(4) LOGGING ON TO REMOTE ACCESS LINK AND USING "RAISE MY HAND" FUNCTION. ONCE RECOGNIZED, YOU CAN SPEAK FOR UP TO THREE MINUTES.

ONLY ONE PERSON AT A TIME MAY SPEAK BY TELEPHONE AND ONLY AFTER BEING RECOGNIZED BY THE CHAIR.

PLEASE BE MINDFUL THAT THE TELECONFERENCE WILL BE RECORDED AS ANY OTHER MEETING IS RECORDED, AND ALL OTHER RULES OF PROCEDURE AND DECORUM WILL APPLY WHEN ADDRESSING THE COMMISSION BY TELECONFERENCE. FINALLY, IT IS REQUESTED THAT ANY MEMBER OF THE PUBLIC ATTENDING WHILE ON THE TELECONFERENCE TO HAVE HIS/HER/THEIR PHONE SET ON "MUTE" TO ELIMINATE BACKGROUND NOISE OR OTHER INTERFERENCE.

To Join March Joint Powers Authority Commission Meeting Via Zoom:

Meeting ID: 657 384 1741 Password: 14205

One tap mobile (from mobile or electronic device)
+16699006833,,6573841741# US (San Jose)
+13462487799,,6573841741# US (Houston)

Join by SIP, 6573841741@zoomcrc.com Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)



MARCH JOINT POWERS AUTHORITY

NOTICE OF REGULAR MEETING

of the

March Joint Powers Commission

of the

March Joint Powers Authority

and the

March Inland Port Airport Authority

and the

Successor Agency - March Joint Powers Authority

of the

Former March Joint Powers Redevelopment Agency

City of Moreno Valley • City of Riverside • City of Perris • Riverside County

and the

March Joint Powers Commission

of the

March Joint Powers Utilities Authority

City of Moreno Valley • City of Riverside • City of Perris

to the

Public and Members of the March Joint Powers Commission

Notice is hereby given that the Regular Meeting of the

**March Joint Powers Commission of the
March Joint Powers Authority**

will be held at the

**Western Municipal Water District – Board Room
14205 Meridian Parkway, Riverside, California 92518**

on Wednesday, August 24, 2022 at 3:00 p.m.

Attendees may also participate via Zoom or telephonically via Zoom using the following information:

Zoom virtual meeting:

Meeting ID: 657 384 1741 Password: 14205

One tap mobile (from mobile or electronic device)

+16699006833,,6573841741# US (San Jose) +13462487799,,6573841741# US (Houston)

Join by SIP, 6573841741@zoomcrc.com Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)

This Notice was posted on August 18, 2022 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On August 18, 2022, Notice was sent to each member of the March Joint Powers Commission.

I hereby certify that the foregoing Notice is a full, true, and correct copy of the Notice posted for the March Joint Powers Authority Commission Meeting.

Cindy Camargo

Cindy Camargo, Clerk
March Joint Powers Commission

REGULAR MEETING
of the
March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

August 24, 2022 - 3:00 PM

March Joint Powers Authority Commission Meeting Location:
Western Municipal Water District – Board Room
14205 Meridian Parkway
Riverside, CA 92518

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ALL MEETINGS ARE OPEN TO THE PUBLIC

Interested persons are encouraged to participate in the activities of the March JPA. Anyone wishing to speak on an agenda item or on an issue of general concern should complete a “Speaker’s Request Form” available in the Meeting Room or on the www.MarchJPA.com website.

ADA: If you require special accommodations during your attendance at a meeting, please contact the March JPA at (951) 656-7000 at least 24 hours in advance of the meeting time.

**March Joint Powers Authority
14205 Meridian Parkway, Suite 140 Riverside, CA 92518
Phone: (951) 656-7000 Fax: (951) 653-5558**

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
and the
SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
of the
FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
and the
MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

August 24, 2022 at 3:00 P.M.

***Western Municipal Water District/March Joint Powers Authority
Board Room
14205 Meridian Parkway
Riverside, CA 92518***

To join the meeting virtually please use the following:

Zoom Login Information:

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Join by SIP, 6573841741@zoomerc.com Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)

REGULAR MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.

6. Approval of Minutes of the JPC Meeting held on August 10, 2022

7. Public Comments

Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and File Financial Status Reports (Page 15)
- 2) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities (Page 64)
- 3) Report: Update on Planning Activities (Page 69)
- 4) Action: Approve June and July 2022 Disbursements (Page 80)
- 5) Action: Approve a Professional Services Agreement with Mission Property Advisors, Inc. for an appraisal of the Green Acres Community and authorize the Executive Director to execute the agreement (Page 97)
- 6) Action: Approve Resolution #JPA 22-14 adopting and accepting a purchase and sale agreement for three parcels within the Meridian Business Park and authorize the Executive Director to execute the documents (Page 121)

9. Reports, Discussions and Action Items – MJPA

- 1) Action: Adopt Resolution #JPA 22-15, a resolution of the March Joint Powers Authority forgiving dues, including interest charges, on loans to the March Inland Port Airport Authority (Page 175)
- 2) Action: Adopt Resolution #JPA 22-16, a resolution of the March Joint Powers Authority adopting the two-year budget for fiscal year 2022/23 and fiscal year 2023/24 (Page 180)

10. Consent Calendar

MIPAA – Operations

- 1) Report: Receive and File Financial Status Reports (Page 223)
- 2) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities (Page 234)
- 3) Action: Approve June and July 2022 Disbursements (Page 238)

11. Reports, Discussions and Action Items – MIPAA

- 1) Action: Adopt Resolution #MIPAA 22-01, a resolution of the March Inland Port Airport Authority adopting the two-year budget for fiscal year 2022/23 and fiscal year 2023/24 (Page 243)

Dr. Grace Martin, Executive Director

12. Consent Calendar

MJPUA – Operations

- 1) Report: Receive and File Financial Status Reports (Page 253)
- 2) Action: Approve June and July 2022 Disbursements (Page 262)

13. Reports, Discussions and Action Items – MJPUA

- 1) Report: Adopt Resolution #MJPUA 22-01, a resolution of the March Joint Powers Utility Authority adopting two-year budget for fiscal year 2022/23 and fiscal year 2023/24 (Page 267)

Dr. Grace Martin, Executive Director

14. Commission Members Oral Reports/Announcements

15. Staff Oral Reports/Announcements

16. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.

17. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Green Acres Community, March Air Reserve Base, CA 92518
Agency Negotiator: Dr. Grace Martin, Executive Director
Negotiating Parties: Lewis Group of Companies & Waypoint Property Group
Under Negotiation: Purchase & Sale Letter of Interest

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Chair, General Counsel, or other designee
Unrepresented Employee: Executive Director

18. Adjournment

Meeting Schedule

March Joint Powers Commission Meeting	September 14, 2022 at 3:00 p.m.
March Joint Powers Commission Meeting	September 28, 2022 at 3:00 p.m.
March Joint Powers Commission Meeting	October 12, 2022 at 3:00 p.m.

March Joint Powers Authority
14205 Meridian Parkway, Suite. 140, Riverside, CA 92518
Phone: (951) 656-7000 FAX: (951) 653-5558

THE MARCH JOINT POWERS COMMISSION
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MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

August 10, 2022 - 3:00 PM

*Western Municipal Water District/March Joint Powers Authority
Board Room
14205 Meridian Parkway
Riverside, CA 92518*

REGULAR MEETING MINUTES

1. Call to Order

Chair Hewitt called the meeting to order at 3:00 p.m.

2. Roll Call

Present: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt

Absent: Gutierrez

3. Invocation

Member Rogers provided the invocation.

4. Pledge of Allegiance

Member Perry led the group in the pledge.

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Dr. Martin stated Agenda Item 9 (3), the section for March Inland Port Airport Authority (MIPAA), budget notes were added, as well as adjusted line items, and all items are posted on the March JPA website for public access. She also stated that Agenda Item 8 (4) the Final Map 37220 had revisions to the wording on the map.

6. Approval of Minutes of the JPC Meeting held on June 22, 2022

Motion to approve the JPC Meeting Minutes for the meeting held on June 22, 2022.

Motion: Vargas

Second: Delgado

Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt

Noes: None

Absent: Gutierrez

Abstain: None

7. Public Comments

Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.

None.

8. Consent Calendar

MJPA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Bodies of March Joint Powers Authority.
- 2) Action: Approve Brightview Landscape Professional Services Agreement, Amendment No. 1, and authorize the Executive Director to execute the Agreement.
- 3) Action: Approve a Professional Services Agreement with Qisheng Pan, PhD to update a 2016 Economic Impact Analysis for March Joint Powers Authority, and authorize the Executive Director to execute the Agreement.
- 4) Action: Approve Final Map 37220, approximately 142.5 acres, creating one (1) buildable lot for development, located east of the Interstate 215 freeway, south of the existing March Field Air Museum, west of the existing runways and facilities of the March Air Reserve Base (MARB), and north of the jurisdictional boundary of the City of Perris, approve a Subdivision Improvement Agreement pursuant to Section 66462 of the Subdivision Map Act, and direct staff to file a Notice of Exemption pursuant to local CEQA Guidelines.
- 5) Action: Approve the Metropolitan Water District's offer to purchase easement property interests, and approve temporary construction easements and permanent access, pipeline and tunnel easements to the MWD for the completion of the Perris Valley pipeline project, and approve a sublease agreement between March Field Museum Foundation and the Metropolitan Water District for construction staging and equipment storage, and direct staff to file a Notice of Exemption pursuant to March JPA's local CEQA Guidelines.
- 6) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit.
- 7) Action: Authorize approval of interim expenditures prior to adoption of the budget for Fiscal Year 2022-23 and authorize the Executive Director to continue March Joint Powers Authority operations consistent with expenditures and commitments approved in the Fiscal Year 2021-22 Adopted Budget.

- 8) Action: Move to approve a Professional Services Agreement with MV Cheng & Associates for finance management services, and authorize the Executive Director to execute the Agreement.
- 9) Action: Adopt Resolution #JPA 22-12 adopting an amended Conflict of Interest Code/Appendix for the March Joint Powers Authority.
- 10) Action: Approve a Professional Services Agreement with Alpine Air Conditioning and Heating and Design Air, Inc. for emergency on-call HVAC services for the Green Acres Housing area, and authorize the Executive Director to execute the Agreements.
- 11) Action: Approve addition of Meridian Parkway sidewalk and landscape rehabilitation (Van Buren Boulevard to Alessandro Boulevard) project to CIP, and authorize the Executive Director to advertise for construction bid.

Member Jeffries requested to pull Agenda Item, 8 (3)

Attorney Thomas Rice clarified that the motion to approve Agenda Items 8(1), 8(2) and 8(4) through 8(11) must acknowledge amendments to item 8 (4) which reflect a revised final map that was posted to the JPA website, after the agenda was posted.

Member Vargas amended his motion to include amended Item 8 (4).

Motion to approve Consent Calendar – MJPA Operations, Items 8 (1-2) & (4-11).

Motion: Vargas
 Second: Conder
 Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt
 Noes: None
 Absent: Gutierrez
 Abstain: None

Member Jeffries wanted to obtain clarification on the need for a new economic impact assessment if the JPA will be dissolving in a few years. Dr. Martin shared that an economic impact assessment was completed in 2016; however, the data in that study was incomplete as it did not include developments on the airport, south campus or other parts of Meridian Business Park. The study will help staff provide more accurate data to Commission during dissolution discussions.

Motion to approve Consent Calendar – MJPA Operations, Item 8 (3).

Motion: Jeffries
 Second: Perry
 Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt
 Noes: None
 Absent: Gutierrez
 Abstain: None

9. Reports, Discussions and Action Items – MJPA & MIPAA

- 1) Report: Receive and file March ARB, update by Commander, 163rd Operations Group, by Colonel Jeffrey Shaw.

Member Vargas asked Colonel Shaw if the team is only controlling the take off and someone else is flying it. Colonel Shaw stated we do both. They use the "C-Band" to control it locally to a pre-determined point and then transition control to a satellite link but still flown locally. In addition, the aircraft can be launched locally and flown remotely anywhere in the world using the satellite link system. Member Vargas asked if it takes off vertically. Colonel Shaw stated the MQ-9 is not a vertical takeoff aircraft. The MQ-9 needs a runway to conduct a rolling takeoff and landing.

Chair Hewitt asked if this has a system that takes over automatically if a link to the aircraft is lost. Colonel Shaw answered, yes, the MQ-9 has a fairly new capability to land automatically, it's called Auto Take Off and Land. Chair Hewitt also asked how many members are involved when the plane is up in the air. Colonel Shaw stated there is a team in the background to support the MQ-9 mission to include maintenance, communications, intelligence, airfield management, aviation resource management, weather, pilots, and sensor operators.

Member Delgado stated the presentation was excellent and thanked Dr. Martin for continuing to bring their military neighbors to provide their briefings.

Colonel Shaw offered to arrange a tour of the 163d Operations Group for all the members of the Joint Powers Commission.

Colonel Shaw also mentioned this aircraft was used for the Rim Fire and Creek Fire during search and rescue.

Also, he added if anyone would like additional information about their capabilities, please visit <https://www.163atkw.af.mil/About-Us/Fact-Sheets/>

- 2) Report: Technical Advisory Committee Meeting provided by Tisa Rodriguez, TAC Chair.

No questions/comments.

- 3) Report: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Authority and March Inland Port Airport Authority, and direct staff to place budget resolutions for adoption on a future Commission agenda provided by Dr. Grace Martin, Executive Director.

Member Vargas stated this was one of the best budget presentations brought to the Commission.

Attorney Thomas Rice asked to clarify that the budget presented at this meeting will be the budget report brought back to the next meeting for formal adoption. Chair Hewitt answered, yes.

10. Consent Calendar

MIPAA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority
- 2) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit

Motion to approve Consent Calendar – MIPAA Operations, Item 10 (1-2).

Motion: Vargas

Second: Perry

Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt

Noes: None

Absent: Gutierrez

Abstain: None

11. Consent Calendar

MJPUA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority
- 2) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit

Motion to approve Consent Calendar – MJPUA Operations, Item 11 (1-2).

Motion: Vargas

Second: Perry

Ayes: Delgado (2 votes), Perry, Vargas, Rogers (via Zoom), Conder

Noes: None

Absent: Gutierrez

Abstain: Jeffries, Hewitt

12. Reports, Discussions and Action Items – MJPUA

- 1) Report: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March JPUA, and direct staff to place a budget resolution for adoption on a future Commission agenda.

Dr. Grace Martin, Executive Director provided a report on this item.

No questions or comments.

13. Commission Members Oral Reports/Announcements

Member Perry stated that he will be on vacation at the next JPC meeting, August 24th.

14. Staff Oral Reports/Announcements

None.

15. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.

None.

16. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Meridian Business Park DDA Amendment
Meridian Business Park-Upper Plateau
March Air Reserve Base, CA 92518
Agency Negotiator: Dr. Grace Martin, Executive Director
Negotiating Parties: Meridian Park LLC
Under Negotiation: DDA Amendment Terms

Adjourned to Closed Session: 3:30 p.m.
Reconvened from Closed Session: 4:03 p.m.
No Reportable Actions.

17. Adjournment

The meeting was adjourned at 4:03 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	August 24, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	September 14, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	September 28, 2022 – 3:00 p.m.

March Joint Powers Authority
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Phone: (951) 656-7000 FAX: (951) 653-5558

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (1)

Meeting Date: August 24, 2022

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file the Financial Status Reports or take other actions as deemed appropriate by the Commission.

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the previous month and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2021/22 budget.

Attachment: 1) Financial Status Reports for June and July 2022

Item 8 (1)
Attachment 1

Financial Status Reports for June 2022 for
the March JPA, Green Acres, LLMD, CFD,
and the Successor Agency (former
Redevelopment Agency).

MARCH JOINT POWERS AUTHORITY
GENERAL FUND BALANCE SHEET
AS OF 06/30/2022

GENERAL FUND

ASSETS

Cash In Bank	10,824,768.31
Petty Cash	300.00
Investment Account	4,713,734.11
Meridian Drainage Fee Acct	3,858,355.85
CalPERS Benefit Trust	11,411,041.60
Payroll Checking	44,436.75
County Fire Facilities Fund	1,739,993.46
Accounts Receivable	718,560.10
Loans Receivable	2,088,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	1,061,802.38
MJPUA Loan Receivable	450,000.00
Due From Other Funds	-
Interest Receivable	1,463,366.67
MIP & LLMD Payroll Liability	(5,110.18)
Insurance Deposits	1,283.00

Assets Total :

41,059,355.00

LIABILITIES

Accounts Payable	536,932.88
Payroll Liabilities	62,464.17
Deposits in Trust	2,920,824.62
Deferred Revenue	-
County Fire Facility	1,740,803.84
TUMF Fees	-
Meridian Drainage Fees	3,858,642.94
Lifecare Campus Drainage Fees	82,243.53
Meridian-St. F Sgnl Fair Share	637,826.15
Van Buren Project Funds	-
MARB Heacock Project Funds	666.72
Security Deposits	-

Liabilities Total:

9,840,404.85

FUND-BALANCE

Fund Balance	31,569,087.24
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Fund-Balance Total:

31,569,087.24

Retained Earnings:

(350,137.09)

Total Fund Balance and Retained Earnings

31,218,950.15

Total Liabilities, Fund-Balance and Retained Earnings:

41,059,355.00

**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 2:52:38 PM
 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% ExpendCollect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-400,000.00	-21,086.16	-316,923.30	-83,076.70	79.23
100-00-40300-00	PLAN CHECKPERMIT FEES	-2,400,000.00	-110,531.96	-2,395,239.45	-4,760.55	99.80
100-00-40575-00	UTILITY HOOKUP FEES	-500.00	0.00	0.00	-500.00	0.00
100-00-40600-00	INTEREST INCOME	-300,000.00	-1,665.07	184,145.88	-484,145.88	-61.38
100-00-40650-00	PROCEEDS SALE OF FIXED ASSETS	-2,000,000.00	0.00	-250,000.00	-1,750,000.00	12.50
100-00-40655-00	FOREIGN TRADE ZONE	-43,000.00	0.00	-73,400.00	30,400.00	170.70
100-00-40675-00	TRAINING & FILMING FEES	-1,000.00	0.00	-4,700.00	3,700.00	470.00
100-00-40715-00	FRANCHISE FEES & SALES TAX REV	-600,000.00	0.00	-986,219.11	386,219.11	164.37
100-00-40750-00	MISCELLANEOUS REVENUE	-5,000.00	0.00	-234.00	-4,766.00	4.68
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00	0.00
Revenue Total		5,999,500.00	133,283.19	3,842,569.98	2,156,930.02	0.6405
Grand Total		5,999,500.00	133,283.19	3,842,569.98	2,156,930.02	0.6405

General Ledger Expenses vs Budget

User: beltran
 Printed: 8/18/2022 2:54:27 PM
 Period 12 - 12
 Fiscal Year 2022



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
100	General Fund	880,000.00	131,967.06	927,436.18	-47,436.18	-5.39
100-10-50100-05	Salaries and Wages	145,000.00	10,532.56	119,162.16	25,837.84	17.82
100-10-50100-10	Benefits	185,000.00	3,460.21	157,782.07	27,217.93	14.71
100-10-50100-15	PERS Contributions	15,000.00	2,003.03	14,128.87	871.13	5.81
100-10-50100-20	Medicare Tax	2,000.00	0.00	423.70	1,576.30	78.82
100-10-50100-25	Unemployment	13,500.00	0.00	41,253.75	-27,753.75	-205.58
100-10-50100-30	Workers Compensation Ins.	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50100-32	Temporary Office Help	1,000.00	0.00	1,897.17	-897.17	-89.72
100-10-50100-35	Employee Recruitment	1,500.00	368.55	982.16	517.84	34.52
100-10-50150-02	Mileage Reimbursement	7,500.00	0.00	6,076.04	1,423.96	18.99
100-10-50150-04	Payroll Services	4,000.00	605.00	1,807.00	2,193.00	54.83
100-10-50150-06	Periodicals/Memberships	2,000.00	3,703.70	10,234.95	-8,234.95	-411.75
100-10-50150-08	Education Training	20,000.00	27,121.22	32,521.14	-12,521.14	-62.61
100-10-50150-12	Travel	13,500.00	3,300.00	16,600.00	-3,100.00	-22.96
100-10-50150-14	JPC Members' Stipend	4,500.00	980.93	9,972.51	-5,472.51	-121.61
100-10-50150-15	Meeting Expenses	15,000.00	3,031.84	12,947.49	2,052.51	13.68
100-10-50150-16	Office Supplies	12,000.00	376.18	5,455.59	6,544.41	54.54
100-10-50150-18	Telephone & Internet Expense	7,000.00	105.00	5,561.80	1,438.20	20.55
100-10-50150-20	Mobile Phones	3,000.00	696.26	3,531.74	-531.74	-17.72
100-10-50150-24	Postage	57,000.00	0.00	76,524.31	-19,524.31	-34.25
100-10-50150-26	Liability Insurance	3,500.00	1,593.94	2,977.22	522.78	14.94
100-10-50150-30	Printing - Outside	12,000.00	1,796.87	10,490.46	1,509.54	12.58
100-10-50150-32	Equipment Leases	35,000.00	9,580.74	47,186.08	-12,186.08	-34.82
100-10-50150-34	Equipment Maintenance	7,000.00	1,103.78	5,220.39	1,779.61	25.42
100-10-50150-35	Vehicle Fuel & Maintenance	1,500.00	4,250.00	15,417.11	-13,917.11	-927.81
100-10-50150-38	Production/Artwork	35,000.00	2,679.55	25,990.13	9,009.87	25.74
100-10-50150-40	Promotional Activities	500.00	0.00	0.01	499.99	100.00
100-10-50150-42	Bank Fees	6,000.00	490.00	5,390.00	610.00	10.17
100-10-50150-46	Office Custodial	76,000.00	5,343.62	64,645.57	11,354.43	14.94
100-10-50150-47	Office Rent	17,500.00	995.51	9,905.71	7,594.29	43.40
100-10-50150-48	Office Utilities	600.00	0.00	0.00	600.00	100.00
100-10-50150-50	Office Insurance	175,000.00	28,098.40	175,225.12	-225.12	-0.13
100-10-50200-02	General Legal Services	15,000.00	0.00	30,537.29	-15,537.29	-103.58
100-10-50200-04	Special Legal Services	1,000.00	8,500.00	8,500.00	-7,500.00	-750.00
100-10-50200-10	Legal Property Surveys	38,500.00	0.00	24,200.00	14,300.00	37.14
100-10-50200-14	Annual Audit	94,000.00	16,800.44	91,944.36	2,055.64	2.19
100-10-50200-20	D.C. and State Lobbyist					

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
100-10-50200-22	Engineering Services	8,000.00	0.00	850.00	7,150.00	89.38
100-10-50200-25	General Consulting Services	300,000.00	73,334.72	287,300.13	12,699.87	4.23
100-10-50200-40	Foreign Trade Zone	750.00	0.00	7,067.14	-6,317.14	-842.29
100-10-50300-02	Equipment Office Furniture	15,000.00	5,855.62	8,920.70	6,079.30	40.53
100-10-50300-04	Computer Hardware	20,000.00	0.00	4,213.85	15,786.15	78.93
100-10-50300-06	Computer Software	15,000.00	0.00	19,557.94	-4,557.94	-30.39
100-20-51150-00	Fire and Casualty Insurance	5,200.00	0.00	9,535.52	-4,335.52	-83.38
100-20-51200-00	Building Maintenance	4,000.00	9,626.07	38,423.53	-34,423.53	-860.59
100-20-51250-00	Grounds Maintenance	125,000.00	5,602.60	22,066.23	102,933.77	82.35
100-20-51255-00	Street & Lighting Maintenance	20,000.00	2,367.85	27,610.59	-7,610.59	-38.05
100-20-51300-00	Equipment Maintenance	17,000.00	5,427.28	6,889.54	10,110.46	59.47
100-20-51325-00	Equipment Purchases	17,000.00	0.00	0.00	17,000.00	100.00
100-20-51350-00	Utilities	16,000.00	2,081.76	23,329.85	-7,329.85	-45.81
100-20-51355-00	Fuel Costs	5,500.00	274.92	661.14	4,838.86	87.98
100-20-51360-00	Police Patrols	215,000.00	57,593.33	216,494.89	-1,494.89	-0.70
100-30-52200-00	Plan Check/Inspection Fees	1,200,000.00	228,695.22	1,495,092.46	-295,092.46	-24.59
100-30-52220-00	Education Training	5,000.00	0.00	1,102.00	3,898.00	77.96
100-30-52250-00	Environmental Fees	45,000.00	0.00	34,464.03	10,535.97	23.41
100-30-52300-00	Printing Costs	1,000.00	0.00	0.00	1,000.00	100.00
100-30-52325-00	Planning Software	16,000.00	0.00	25,251.92	-9,251.92	-57.82
100-30-52350-00	Public Notices/Filings	3,000.00	0.00	1,947.53	1,052.47	35.08
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		3,972,550.00	660,343.76	4,192,707.07	-220,157.07	-5.542
Grand Total		3,972,550.00	660,343.76	4,192,707.07	-220,157.07	-0.0554

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
BALANCE SHEET
AS OF 06/30/2022

GREEN ACRES ENTERPRISE FUND

ASSETS

Cash In Bank	1,765,045.48
Petty Cash	200.00
Investment Account	2,147,541.31
Accounts Receivable	136,495.66
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Construction in Progress	3,587.41
Deferred Outflows - Pension	78,714.24
Deferred Outflows - OPEB	36,185.00
OPEB Asset	-
Accumulated Depreciation	(9,393,592.50)

Assets Total : 11,843,153.43

LIABILITIES

Accounts Payable	98,340.45
Payroll Liability	-
Prepaid Rent	-
Security Deposits	179,618.16
Net Pension Liability	273,430.96
OPEB Liability	27,889.00
Compensated Absences	50,525.19
Deferred Inflows - Pension	8,417.48
Deferred Inflows - OPEB	-

Liabilities Total: 638,221.24

FUND-BALANCE

Fund Balance	10,747,662.41
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Fund-Balance Total: 10,747,662.41

Retained Earnings: 457,269.78

Total Fund Balance and Retained Earnings 11,204,932.19

Total Liabilities, Fund-Balance and Retained Earnings: 11,843,153.43

**General Ledger
Revenue vs Budget**

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Period 12 - 12
Fiscal Year 2022



**March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
300	Green Acres Enterprise Fund						
300-00-40200-00	RENTAL INCOME	-1,800,000.00	-149,339.00	-1,928,013.02	128,013.02		107.11
300-00-40225-00	UTILITY CHARGES	-60,000.00	-4,691.57	-56,458.07	-3,541.93		94.10
300-00-40250-00	LATE FEES & NSF FEES	-1,500.00	-144.56	-1,121.76	-378.24		74.78
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-80.00	-880.00	-120.00		88.00
300-00-40600-00	INTEREST INCOME	0.00	0.00	86,650.83	-86,650.83		0.00
300-00-40675-00	HOLDING FEES FORFEITURE	-200.00	0.00	0.00	-200.00		0.00
300-00-40750-00	MISCELLANEOUS	-250.00	0.00	-450.00	200.00		180.00
	Revenue Total	1,862,950.00	154,255.13	1,900,272.02	-37,322.02		1.02
	Grand Total	1,862,950.00	154,255.13	1,900,272.02	-37,322.02		1.02

General Ledger Expenses vs Budget

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 Period 12 - 12
 Fiscal Year 2022



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	235,000.00	23,205.76	230,490.49	4,509.51	1.92
300-10-50100-05	Salaries and Wages	47,000.00	2,914.37	40,515.52	6,484.48	13.80
300-10-50100-10	Benefits	44,000.00	1,698.34	39,887.14	4,112.86	9.35
300-10-50100-15	PERS Contributions	4,000.00	364.26	3,657.87	342.13	8.55
300-10-50100-20	Medicare Tax	13,500.00	0.00	27,227.39	-13,727.39	-101.68
300-10-50100-30	Workers Compensation Ins.	1,500.00	0.00	2,094.75	-594.75	-39.65
300-10-50150-06	Periodicals/Memberships	500.00	0.00	0.00	500.00	100.00
300-10-50150-08	Education/Training	1,500.00	187.79	1,120.87	379.13	25.28
300-10-50150-16	Office Supplies	1,300.00	123.03	594.37	705.63	54.28
300-10-50150-18	Telephone Internet Service	1,000.00	0.00	1,290.27	-290.27	-29.03
300-10-50150-20	Mobile Phones/Pagers	200.00	0.00	0.00	200.00	100.00
300-10-50150-24	Postage	9,000.00	0.00	13,571.46	-4,571.46	-50.79
300-10-50150-26	Liability Insurance	500.00	0.00	0.00	500.00	100.00
300-10-50150-30	Printing-Outside	0.00	1,090.34	3,027.34	-3,027.34	0.00
300-10-50150-36	Advertisement	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-44	Tenant/Relations	13,000.00	667.96	7,390.78	5,609.22	43.15
300-10-50150-47	Office Rent	1,300.00	98.16	1,747.72	-447.72	-34.44
300-10-50150-48	Office Utilities	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	61.00	640.50	359.50	35.95
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	500.00	0.00	0.00	500.00	100.00
300-10-50300-06	Computer Software	9,000.00	546.95	6,115.86	2,884.14	32.05
300-10-50300-10	Appliance Purchase	22,500.00	1,905.99	22,303.25	196.75	0.87
300-10-50300-15	Security Entrance Gates	20,000.00	188.64	3,760.63	16,239.37	81.20
300-20-51150-00	Fire and Casualty Insurance	20,000.00	0.00	34,277.49	-14,277.49	-71.39
300-20-51160-00	Property Taxes	35,000.00	0.00	31,870.96	3,129.04	8.94
300-20-51200-00	Building Maintenance	240,000.00	10,978.88	100,128.68	139,871.32	58.28
300-20-51250-00	Grounds Maintenance	350,000.00	14,738.24	216,192.93	133,807.07	38.23
300-20-51300-00	Equipment Maintenance	55,000.00	4,456.08	40,689.25	14,310.75	26.02
300-20-51350-00	Utilities	425,000.00	159,606.39	614,406.72	-189,406.72	-44.57
300-20-51360-00	Bad Debt Expense	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		1,555,300.00	222,832.18	1,443,002.24	112,297.76	7.2203
Grand Total		1,555,300.00	222,832.18	1,443,002.24	112,297.76	0.0722

MARCH JOINT POWERS AUTHORITY - GREEN ACRES REPAIRS & MAINTENANCE FUND
 BALANCE SHEET
 AS OF 06/30/2022

REPAIRS & MAINTENANCE

ASSETS

Cash In Bank 88,843.75

Assets Total : 88,843.75

LIABILITIES

Accounts Payable -

Liabilities Total: -

FUND-BALANCE

Fund Balance 144,334.47

Fund-Balance Total: 144,334.47

Retained Earnings: (55,490.72)

Total Fund Balance and Retained Earnings 88,843.75

Total Liabilities, Fund-Balance and Retained Earnings: 88,843.75

**General Ledger
Revenue vs Budget**

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 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
301	Green Acres Repairs & Maint.	-90,000.00	0.00	0.00	-90,000.00		0.00
301-00-48025-00	5% Rental Income Set-Aside	90,000.00	0.00	0.00	90,000.00		0
Revenue Total		90,000.00	0.00	0.00	90,000.00		0
Grand Total							0

**General Ledger
Expenses vs Budget**

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 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.	25,000.00	0.00	5,215.00	19,785.00	79.14
301-20-51200-02	Roof Repairs	50,000.00	0.00	50,275.72	-275.72	-0.55
301-20-51200-03	Unit Improvements	75,000.00	0.00	55,490.72	19,509.28	26.0124
Expense Total		<u>75,000.00</u>	<u>0.00</u>	<u>55,490.72</u>	<u>19,509.28</u>	<u>0.2601</u>
Grand Total						

MARCH JOINT POWERS AUTHORITY - MERIDIAN LLMD # 1
BALANCE SHEET
AS OF 06/30/2022

MERIDIAN LLMD # 1

ASSETS

Cash In Bank	2,665,639.56
Accounts Receivable	44,897.17

Assets Total : 2,710,536.73

LIABILITIES

Deferred Revenues	158,560.61
Accounts Payable	192,384.50
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	443.00

Liabilities Total: 358,318.91

FUND-BALANCE

Fund Balance	1,636,521.63
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Fund-Balance Total: 1,636,521.63

Retained Earnings: 715,696.19

Total Fund Balance and Retained Earnings 2,352,217.82

Total Liabilities, Fund-Balance and Retained Earnings: 2,710,536.73

**General Ledger
Revenue vs Budget**



**March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
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Period 12 - 12
Fiscal Year 2022

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
120	Meridian LLMD No. 1						
120-00-40260-00	Assessments	-1,749,809.92	0.00	-1,812,446.76	62,636.84		103.58
Revenue Total		<u>1,749,809.92</u>	<u>0.00</u>	<u>1,812,446.76</u>	<u>-62,636.84</u>		<u>1.0358</u>
Grand Total		<u>1,749,809.92</u>	<u>0.00</u>	<u>1,812,446.76</u>	<u>-62,636.84</u>		<u>1.0358</u>

General Ledger Expenses vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
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Period 12 - 12
Fiscal Year 2022

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
120	Meridian LLMMD No. 1	41,371.16	2,465.68	23,399.23	17,971.93	43.44
120-40-65005-00	Traffic Signals	0.00	0.00	306.00	-306.00	0.00
120-40-65010-00	Signage	56,990.66	9,016.43	66,757.09	-9,766.43	-17.14
120-40-65015-00	Lighting	839,154.04	162,607.45	784,184.00	54,970.04	6.55
120-40-65020-00	Landscaping	287,759.44	0.00	8,593.00	279,166.44	97.01
120-40-65025-00	Drainage	40,800.16	7,539.31	37,048.79	3,751.37	9.19
120-40-65030-00	Street Sweeping	2,560.73	0.00	0.00	2,560.73	100.00
120-40-65035-00	Graffiti Removal	120,950.88	10,543.21	62,888.47	58,062.41	48.00
120-40-65118-05	Salaries and Wages	27,611.58	775.26	11,051.20	16,560.38	59.98
120-40-65118-10	Benefits	23,667.08	675.05	17,096.26	6,570.82	27.76
120-40-65118-15	PERS Contributions	1,972.27	151.84	915.41	1,056.86	53.59
120-40-65118-20	Medicare Tax	1,577.80	0.00	4,950.47	-3,372.67	-213.76
120-40-65118-30	Workers Compensation Ins.	13,148.36	27,412.66	32,997.73	-19,849.37	-150.96
120-40-65120-00	Operations	15,778.04	1,436.44	8,195.43	7,582.61	48.06
120-40-65125-00	TransportationCommunication	9,598.28	0.00	12,971.76	-3,373.48	-35.15
120-40-65130-00	Insurance	17,092.88	0.00	9,000.00	8,092.88	47.35
120-40-65135-00	Assessment Engineer	11,833.51	3,625.00	15,940.00	-4,106.49	-34.70
120-40-65140-00	Professional Services	1,314.82	455.73	455.73	859.09	65.34
120-40-65145-00	Publication	13,148.37	0.00	0.00	13,148.37	100.00
120-40-65200-00	Contingency	1,526,330.06	226,704.06	1,096,750.57	429,579.49	28.1446
Expense Total		1,526,330.06	226,704.06	1,096,750.57	429,579.49	28.1446
Grand Total						0.2814

MARCH JOINT POWERS AUTHORITY - MARCH LIFECARE CAMPUS CFD 2013
BALANCE SHEET
AS OF 06/30/2022

MARCH LIFECARE CAMPUS CFD 2013

ASSETS

Cash In Bank	191,298.30	
Accounts Receivable	7,652.59	

Assets Total :		198,950.89
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LIABILITIES

Accounts Payable	221.54	
Deferred Revenues	23,755.27	

Liabilities Total:		23,976.81
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FUND-BALANCE

Fund Balance	145,889.50	
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Fund-Balance Total:		145,889.50
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Retained Earnings:		29,084.58
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Total Fund Balance and Retained Earnings		174,974.08
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Total Liabilities, Fund-Balance and Retained Earnings:		198,950.89
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**General Ledger
Revenue vs Budget**

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 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
140	March Lifecare Campus CFD 2013						
140-00-40260-00	Taxes	-74,061.00	0.00	-36,234.05	-37,826.95		48.92
	Revenue Total	<u>74,061.00</u>	<u>0.00</u>	<u>36,234.05</u>	<u>37,826.95</u>		<u>0.4892</u>
	Grand Total	<u>74,061.00</u>	<u>0.00</u>	<u>36,234.05</u>	<u>37,826.95</u>		<u>0.4892</u>

General Ledger Expenses vs Budget

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 Period 12 - 12
 Fiscal Year 2022



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	825.00	0.00	0.00	825.00	100.00
140-40-65015-00	Lighting	3,273.00	443.30	2,649.47	623.53	19.05
140-40-65020-00	Landscaping	25,215.00	0.00	0.00	25,215.00	100.00
140-40-65025-00	Drainage	7,649.00	0.00	0.00	7,649.00	100.00
140-40-65030-00	Street Sweeping	1,241.00	0.00	0.00	1,241.00	100.00
140-40-65031-00	Rapid Transit Shelters	100.00	0.00	0.00	100.00	100.00
140-40-65035-00	Graffiti Removal	200.00	0.00	0.00	200.00	100.00
140-40-65110-00	Project Manager	17,719.00	0.00	0.00	17,719.00	100.00
140-40-65135-00	Assessment Engineer	3,000.00	0.00	3,000.00	0.00	0.00
140-40-65140-00	Professional Services	0.00	0.00	1,500.00	-1,500.00	0.00
140-40-65150-00	County Cost Tax Roll	122.88	0.00	0.00	122.88	100.00
Expense Total		59,344.88	443.30	7,149.47	52,195.41	87.9527
Grand Total		59,344.88	443.30	7,149.47	52,195.41	0.8795

MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY REDEVELOPMENT OBLIGATION RETIREMENT FUND
 AS OF 06/30/2022

RORF FUND

ASSETS

Cash In Bank 2,551,992.83

Assets Total : 2,551,992.83

LIABILITIES

Accounts Payable -

Liabilities Total: -

FUND-BALANCE

Fund Balance 2,988,948.83

Fund-Balance Total: 2,988,948.83

Retained Earnings: (436,956.00)

Total Fund Balance and Retained Earnings 2,551,992.83

Total Liabilities, Fund-Balance and Retained Earnings: 2,551,992.83

**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 3:13:21 PM
 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% ExpendCollect
750	Successor Agency RORF	0.00	0.00	-2,463,440.00	2,463,440.00	0.00
750-00-40245-00	Tax Increment RPTTF	0.00	0.00	2,463,440.00	-2,463,440.00	0
	Revenue Total	0.00	0.00	2,463,440.00	-2,463,440.00	0
	Grand Total	0.00	0.00	2,463,440.00	-2,463,440.00	0

**General Ledger
Expenses vs Budget**



**March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com**

User: beltrant
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Period 12 - 12
Fiscal Year 2022

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	0.00	5,000.00	-5,000.00	0.00
750-10-50150-42	Banking Expenses	0.00	675.00	7,175.00	-7,175.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	2,888,221.00	-2,888,221.00	0.00
750-10-50900-00	Transfer Out	0.00	675.00	2,900,396.00	-2,900,396.00	0
Expense Total		0.00	675.00	2,900,396.00	-2,900,396.00	0
Grand Total		0.00	675.00	2,900,396.00	-2,900,396.00	0

MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY DEBT SERVICE FUND BALANCE SHEET
 AS OF 06/30/2022

DEBT SERVICE FUND

ASSETS

Cash In Bank	1,024.49
W.F. Trustee Debt Service 2011A	-
W.F. Trustee Debt Service 2011B	-
W.F. Cost of Issuance Account	-
W.F. Interest Account	-
W.F. Principal Account	3.67
Deferred Charge on Refunding	7,320,931.77
Prepaid Bond Insurance	247,183.26

Assets Total : 7,569,143.19

LIABILITIES

Loans Payable	1,061,802.38
Interest Payable	495,309.90
Bonds Payable - Series 2016A	29,500,000.00
Bonds Premium - Series 2016A	3,494,495.26

Liabilities Total: 34,551,607.54

FUND-BALANCE

Fund Balance (27,764,571.67)

Fund-Balance Total: (27,764,571.67)

Retained Earnings: 782,107.32

Total Fund Balance and Retained Earnings (26,982,464.35)

Total Liabilities, Fund-Balance and Retained Earnings: 7,569,143.19

**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 3:11:00 PM
 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
740	SUCCESSOR AGENCY D.S.						
740-00-40600-00	Interest Income	0.00	0.00	-4.48	4.48		0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	-2,888,221.00	2,888,221.00		0.00
740-00-40750-00	Miscellaneous Revenue	0.00	0.00	-154.94	154.94		0.00
Revenue Total		<u>0.00</u>	<u>0.00</u>	<u>2,888,380.42</u>	<u>-2,888,380.42</u>		<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>2,888,380.42</u>	<u>-2,888,380.42</u>		<u>0</u>

**General Ledger
Expenses vs Budget**

User: beltranr
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 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.	0.00	0.00	15,930.88	-15,930.88	0.00
740-70-60600-00	Other Interest Expense	0.00	0.00	2,090,342.22	-2,090,342.22	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	0.00	2,106,273.10	-2,106,273.10	0
Expense Total		0.00	0.00	2,106,273.10	-2,106,273.10	0
Grand Total		0.00	0.00	2,106,273.10	-2,106,273.10	0

Item 8 (1)
Attachment 1

Financial Status Reports for July 2022 for
the March JPA, Green Acres, LLMD, CFD,
and the Successor Agency (former
Redevelopment Agency).

MARCH JOINT POWERS AUTHORITY
GENERAL FUND BALANCE SHEET
AS OF 07/31/2022

GENERAL FUND

ASSETS

Cash In Bank	10,440,615.50
Petty Cash	300.00
Investment Account	4,713,734.11
Meridian Drainage Fee Acct	3,858,355.85
CalPERS Benefit Trust	11,411,041.60
Payroll Checking	237,771.67
County Fire Facilities Fund	1,739,993.46
Accounts Receivable	672,861.51
Loans Receivable	2,088,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	1,061,802.38
MJPUA Loan Receivable	450,000.00
Due From Other Funds	-
Interest Receivable	1,463,366.67
MIP & LLMD Payroll Liability	(10,578.53)
Insurance Deposits	1,283.00

Assets Total :

40,817,370.17

LIABILITIES

Accounts Payable	138,387.41
Payroll Liabilities	78,742.04
Deposits in Trust	2,945,824.62
Deferred Revenue	-
County Fire Facility	1,740,803.84
TUMF Fees	-
Meridian Drainage Fees	3,858,642.94
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
Van Buren Project Funds	-
MARB Heacock Project Funds	666.72
Security Deposits	-

Liabilities Total:

9,483,137.25

FUND-BALANCE

Fund Balance	31,569,087.24
--------------	---------------

Fund-Balance Total:

31,569,087.24

Retained Earnings:

(234,854.32)

Total Fund Balance and Retained Earnings

31,334,232.92

Total Liabilities, Fund-Balance and Retained Earnings:

40,817,370.17

General Ledger Revenue vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

User: beltranr
Printed: 8/18/2022 3:40:53 PM
Period 01 - 01
Fiscal Year 2023

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
100	General Fund	0.00	-21,171.71	-21,171.71	21,171.71		0.00
100-00-40100-00	LEASE REVENUE	0.00	0.00	0.00	0.00		0.00
100-00-40250-00	PLANNING PROCESS FEES	0.00	-4,819.00	-4,819.00	4,819.00		0.00
100-00-40300-00	PLANNING FEES	0.00	0.00	0.00	0.00		0.00
100-00-40350-00	PROJECT ADMINISTRATIVE FEES	0.00	-74,653.13	-74,653.13	74,653.13		0.00
100-00-40400-00	BUILDING PERMIT FEES	0.00	-98,830.00	-98,830.00	98,830.00		0.00
100-00-40430-00	PUBLIC WORKS FEES	0.00	0.00	0.00	0.00		0.00
100-00-40500-00	GRANTS/FEDERAL	0.00	0.00	0.00	0.00		0.00
100-00-40550-00	GRANTS/STATE	0.00	0.00	0.00	0.00		0.00
100-00-40575-00	UTILITY HOOKUP FEES	0.00	0.00	0.00	0.00		0.00
100-00-40600-00	INTEREST INCOME	0.00	-1,600.25	-1,600.25	1,600.25		0.00
100-00-40650-00	PROCEEDS/SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00		0.00
100-00-40655-00	FOREIGN TRADE ZONE	0.00	0.00	0.00	0.00		0.00
100-00-40675-00	TRAINING & FILMING FEES	0.00	0.00	0.00	0.00		0.00
100-00-40680-00	TUMF REIMBURSEMENT REVENUE	0.00	0.00	0.00	0.00		0.00
100-00-40700-04	REIMBURSEMENT REVENUE	0.00	0.00	0.00	0.00		0.00
100-00-40705-00	SCE CONTRACT	0.00	0.00	0.00	0.00		0.00
100-00-40710-00	CONFERENCE CENTER REVENUE	0.00	0.00	0.00	0.00		0.00
100-00-40715-00	FRANCHISE FEES	0.00	0.00	0.00	0.00		0.00
100-00-40750-00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0.00
100-00-40800-00	SUCCESSOR AGENCY FEES	0.00	0.00	0.00	0.00		0.00
100-00-48025-00	TRANSFERS IN	0.00	0.00	0.00	0.00		0.00
100-00-48025-02	Transfer from Golf Course	0.00	0.00	0.00	0.00		0.00
100-00-48025-03	Golf Course Remodel Loan	0.00	0.00	0.00	0.00		0.00
100-00-48025-04	Transfer from Green Acres	0.00	0.00	0.00	0.00		0.00
100-00-48025-06	Transfer from RDA CP	0.00	0.00	0.00	0.00		0.00
Revenue Total		0.00	201,074.09	201,074.09	-201,074.09		0
Grand Total		0.00	201,074.09	201,074.09	-201,074.09		0

General Ledger
Expenses vs Budget

User: beltran
Printed: 8/18/2022 3:39:49 PM
Period 01 - 01
Fiscal Year 2023



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
100	General Fund	0.00	58,008.32	58,008.32	-58,008.32	0.00
100-10-50100-05	Salaries and Wages	0.00	18,378.10	18,378.10	-18,378.10	0.00
100-10-50100-10	Benefits	0.00	0.00	0.00	0.00	0.00
100-10-50100-12	Post Employment Benefits	0.00	808.40	808.40	-808.40	0.00
100-10-50100-15	PERS Contributions	0.00	919.39	919.39	-919.39	0.00
100-10-50100-20	Medicare Tax	0.00	0.00	0.00	0.00	0.00
100-10-50100-25	Unemployment	0.00	0.00	0.00	0.00	0.00
100-10-50100-30	Workers Compensation Ins.	0.00	0.00	0.00	0.00	0.00
100-10-50100-32	Temporary Office Help	0.00	0.00	0.00	0.00	0.00
100-10-50100-35	Employee Recruitment	0.00	0.00	0.00	0.00	0.00
100-10-50100-40	Car allowance	0.00	0.00	0.00	0.00	0.00
100-10-50100-99	Unfunded Accrued Liab(AUL)	0.00	4,551.00	4,551.00	-4,551.00	0.00
100-10-50150-02	Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00
100-10-50150-04	Payroll Services	0.00	0.00	0.00	0.00	0.00
100-10-50150-06	Periodicals/Memberships	0.00	-28.00	-28.00	28.00	0.00
100-10-50150-08	Education Training	0.00	-1,804.00	-1,804.00	1,804.00	0.00
100-10-50150-10	Special Equipment	0.00	0.00	0.00	0.00	0.00
100-10-50150-12	Travel	0.00	-2,013.51	-2,013.51	2,013.51	0.00
100-10-50150-14	JPC Members' Stipend	0.00	600.00	600.00	-600.00	0.00
100-10-50150-15	Meeting Expenses	0.00	0.00	0.00	0.00	0.00
100-10-50150-16	Office Supplies	0.00	-255.57	-255.57	255.57	0.00
100-10-50150-18	Telephone & Internet Expense	0.00	360.00	360.00	-360.00	0.00
100-10-50150-20	Mobile Phones	0.00	105.00	105.00	-105.00	0.00
100-10-50150-24	Postage	0.00	104.04	104.04	-104.04	0.00
100-10-50150-26	Liability Insurance	0.00	0.00	0.00	0.00	0.00
100-10-50150-28	Copy Cost - In House	0.00	0.00	0.00	0.00	0.00
100-10-50150-30	Printing - Outside	0.00	0.00	0.00	0.00	0.00
100-10-50150-32	Equipment Leases	0.00	-17.99	-17.99	17.99	0.00
100-10-50150-34	Equipment Maintenance	0.00	2,314.17	2,314.17	-2,314.17	0.00
100-10-50150-35	Vehicle Fuel & Maintenance	0.00	-544.39	-544.39	544.39	0.00
100-10-50150-36	Advertisement	0.00	0.00	0.00	0.00	0.00
100-10-50150-38	Production/Artwork	0.00	0.00	0.00	0.00	0.00
100-10-50150-39	Marketing/Branding	0.00	0.00	0.00	0.00	0.00
100-10-50150-40	Promotional Activities	0.00	-301.43	-301.43	301.43	0.00
100-10-50150-42	Bank Fees	0.00	0.00	0.00	0.00	0.00
100-10-50150-45	Office Maintenance	0.00	0.00	0.00	0.00	0.00
100-10-50150-46	Office Custodial	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
100-10-50150-47	Office Rent	0.00	5,343.62	5,343.62	-5,343.62	0.00
100-10-50150-48	Office Utilities	0.00	785.28	785.28	-785.28	0.00
100-10-50150-50	Office Insurance	0.00	0.00	0.00	0.00	0.00
100-10-50150-55	Office Security	0.00	0.00	0.00	0.00	0.00
100-10-50170-00	Homeless Assistance	0.00	0.00	0.00	0.00	0.00
100-10-50180-00	MOU Payout	0.00	0.00	0.00	0.00	0.00
100-10-50200-02	General Legal Services	0.00	0.00	0.00	0.00	0.00
100-10-50200-04	Special Legal Services	0.00	0.00	0.00	0.00	0.00
100-10-50200-06	Legal Litigation	0.00	0.00	0.00	0.00	0.00
100-10-50200-08	LitigationDebt Settlement	0.00	0.00	0.00	0.00	0.00
100-10-50200-10	Legal Property Surveys	0.00	0.00	0.00	0.00	0.00
100-10-50200-12	Metro Riverside ITC	0.00	0.00	0.00	0.00	0.00
100-10-50200-14	Annual Audit	0.00	0.00	0.00	0.00	0.00
100-10-50200-16	Infrastructure Services Plan	0.00	0.00	0.00	0.00	0.00
100-10-50200-18	Construction Management	0.00	0.00	0.00	0.00	0.00
100-10-50200-20	D.C. and State Lobbyist	0.00	0.00	0.00	0.00	0.00
100-10-50200-22	Engineering Services	0.00	0.00	0.00	0.00	0.00
100-10-50200-25	General Consulting Services	0.00	0.00	0.00	0.00	0.00
100-10-50200-35	Asset Valuation Consultant	0.00	0.00	0.00	0.00	0.00
100-10-50200-40	Foreign Trade Zone	0.00	0.00	0.00	0.00	0.00
100-10-50200-45	Joint Land Use Study	0.00	0.00	0.00	0.00	0.00
100-10-50300-02	Equipment Office Furniture	0.00	-2,927.81	-2,927.81	2,927.81	0.00
100-10-50300-04	Computer Hardware	0.00	0.00	0.00	0.00	0.00
100-10-50300-06	Computer Software	0.00	0.00	0.00	0.00	0.00
100-10-50300-08	Purchase New Vehicle	0.00	0.00	0.00	0.00	0.00
100-10-50300-10	Office Relocation	0.00	0.00	0.00	0.00	0.00
100-10-50300-12	Office Building Improvements	0.00	0.00	0.00	0.00	0.00
100-10-50300-13	Golf Course Club Remodel	0.00	0.00	0.00	0.00	0.00
100-10-50900-00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
100-20-51100-00	Lease Payments	0.00	0.00	0.00	0.00	0.00
100-20-51125-00	Lease Advertising	0.00	0.00	0.00	0.00	0.00
100-20-51150-00	Fire and Casualty Insurance	0.00	0.00	0.00	0.00	0.00
100-20-51200-00	Building Maintenance	0.00	0.00	0.00	0.00	0.00
100-20-51250-00	Grounds Maintenance	0.00	1,125.00	1,125.00	-1,125.00	0.00
100-20-51255-00	Street & Lighting Maintenance	0.00	0.00	0.00	0.00	0.00
100-20-51300-00	Equipment Maintenance	0.00	0.00	0.00	0.00	0.00
100-20-51325-00	Equipment Purchases	0.00	0.00	0.00	0.00	0.00
100-20-51330-00	Capital Improvements	0.00	0.00	0.00	0.00	0.00
100-20-51335-00	Demolition Costs	0.00	0.00	0.00	0.00	0.00
100-20-51350-00	Utilities	0.00	281.70	281.70	-281.70	0.00
100-20-51355-00	Fuel Costs	0.00	0.00	0.00	0.00	0.00
100-20-51360-00	Police Patrols	0.00	0.00	0.00	0.00	0.00
100-20-51365-00	Security	0.00	0.00	0.00	0.00	0.00
100-20-51400-00	Bad Debt Expense	0.00	0.00	0.00	0.00	0.00
100-25-51500-05	Heacock Drainage Improvement	0.00	0.00	0.00	0.00	0.00
100-25-51500-10	Van Buren Blvd Improvement	0.00	0.00	0.00	0.00	0.00
100-30-52100-00	Plan PreparationAdoption	0.00	0.00	0.00	0.00	0.00
100-30-52150-00	EIR PreparationAdoption	0.00	0.00	0.00	0.00	0.00
100-30-52175-00	Development Code Update	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
100-30-52200-00	Plan Check Inspection Fees	0.00	0.00	0.00	0.00	0.00
100-30-52220-00	Education Training	0.00	0.00	0.00	0.00	0.00
100-30-52250-00	Environmental Fees	0.00	0.00	0.00	0.00	0.00
100-30-52300-00	Printing Costs	0.00	0.00	0.00	0.00	0.00
100-30-52325-00	Planning Software	0.00	0.00	0.00	0.00	0.00
100-30-52350-00	Public Notices Filings	0.00	0.00	0.00	0.00	0.00
100-30-52400-00	Environmental Rev & Consult	0.00	0.00	0.00	0.00	0.00
Expense Total		<u>0.00</u>	<u>85,791.32</u>	<u>85,791.32</u>	<u>-85,791.32</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>85,791.32</u>	<u>85,791.32</u>	<u>-85,791.32</u>	<u>0</u>

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
BALANCE SHEET
AS OF 07/31/2022

GREEN ACRES ENTERPRISE FUND

ASSETS

Cash In Bank	1,804,319.82
Petty Cash	200.00
Investment Account	2,147,541.31
Accounts Receivable	137,107.90
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Construction in Progress	3,587.41
Deferred Outflows - Pension	78,714.24
Deferred Outflows - OPEB	36,185.00
OPEB Asset	-
Accumulated Depreciation	(9,393,592.50)

Assets Total : 11,883,040.01

LIABILITIES

Accounts Payable	-
Payroll Liability	-
Prepaid Rent	-
Security Deposits	182,483.16
Net Pension Liability	273,430.96
OPEB Liability	27,889.00
Compensated Absences	50,525.19
Deferred Inflows - Pension	8,417.48
Deferred Inflows - OPEB	-

Liabilities Total: 542,745.79

FUND-BALANCE

Fund Balance	10,747,662.41
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Fund-Balance Total: 10,747,662.41

Retained Earnings: 592,631.81

Total Fund Balance and Retained Earnings 11,340,294.22

Total Liabilities, Fund-Balance and Retained Earnings: 11,883,040.01

**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 3:33:39 PM
 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
300	Green Acres Enterprise Fund						
300-00-40200-00	RENTAL INCOME	0.00	-149,668.21	-149,668.21	149,668.21		0.00
300-00-40225-00	UTILITY CHARGES	0.00	-4,729.14	-4,729.14	4,729.14		0.00
300-00-40250-00	LATE FEES & NSF FEES	0.00	-295.93	-295.93	295.93		0.00
300-00-40300-00	CREDIT CHECK FEES	0.00	-40.00	-40.00	40.00		0.00
300-00-40600-00	INTEREST INCOME	0.00	0.00	0.00	0.00		0.00
300-00-40675-00	HOLDING FEES FORFEITURE	0.00	0.00	0.00	0.00		0.00
300-00-40700-00	HOLDING FEES FORFEITURE	0.00	0.00	0.00	0.00		0.00
300-00-40750-00	MISCELLANEOUS	0.00	-25.00	-25.00	25.00		0.00
Revenue Total		0.00	154,758.28	154,758.28	-154,758.28		0
Grand Total		0.00	154,758.28	154,758.28	-154,758.28		0

General Ledger Expenses vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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Period 01 - 01
Fiscal Year 2023

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	0.00	14,142.60	14,142.60	-14,142.60	0.00
300-10-50100-05	Salaries and Wages	0.00	2,781.88	2,781.88	-2,781.88	0.00
300-10-50100-10	Benefits	0.00	0.00	0.00	0.00	0.00
300-10-50100-12	Post Employment Benefits	0.00	1,145.03	1,145.03	-1,145.03	0.00
300-10-50100-15	PERS Contributions	0.00	0.00	0.00	0.00	0.00
300-10-50100-16	GASB 68 Adjustments	0.00	231.72	231.72	-231.72	0.00
300-10-50100-20	Medicare Tax	0.00	0.00	0.00	0.00	0.00
300-10-50100-25	Unemployment	0.00	0.00	0.00	0.00	0.00
300-10-50100-30	Workers Compensation Ins.	0.00	0.00	0.00	0.00	0.00
300-10-50100-99	Unfunded Accrued Liab(AUL)	0.00	0.00	0.00	0.00	0.00
300-10-50150-02	Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00
300-10-50150-06	Periodicals/Memberships	0.00	0.00	0.00	0.00	0.00
300-10-50150-08	Education/Training	0.00	0.00	0.00	0.00	0.00
300-10-50150-12	Travel	0.00	0.00	0.00	0.00	0.00
300-10-50150-16	Office Supplies	0.00	0.00	0.00	0.00	0.00
300-10-50150-18	Telephone Internet Service	0.00	48.76	48.76	-48.76	0.00
300-10-50150-20	Mobile Phones/Pagers	0.00	0.00	0.00	0.00	0.00
300-10-50150-24	Postage	0.00	0.00	0.00	0.00	0.00
300-10-50150-26	Liability Insurance	0.00	0.00	0.00	0.00	0.00
300-10-50150-28	Copy Cost - In House	0.00	0.00	0.00	0.00	0.00
300-10-50150-30	Printing-Outside	0.00	0.00	0.00	0.00	0.00
300-10-50150-36	Advertisement	0.00	0.00	0.00	0.00	0.00
300-10-50150-42	Bank Fees	0.00	0.00	0.00	0.00	0.00
300-10-50150-44	Tenant/Relations	0.00	0.00	0.00	0.00	0.00
300-10-50150-47	Office Rent	0.00	667.96	667.96	-667.96	0.00
300-10-50150-48	Office Utilities	0.00	98.16	98.16	-98.16	0.00
300-10-50150-50	Depreciation Expense	0.00	0.00	0.00	0.00	0.00
300-10-50200-02	General Legal Services	0.00	0.00	0.00	0.00	0.00
300-10-50200-14	Annual Audit	0.00	0.00	0.00	0.00	0.00
300-10-50200-15	Credit Check Services	0.00	0.00	0.00	0.00	0.00
300-10-50200-22	Property Management Fees	0.00	0.00	0.00	0.00	0.00
300-10-50200-24	Police Patrols	0.00	0.00	0.00	0.00	0.00
300-10-50200-30	Security Measures	0.00	0.00	0.00	0.00	0.00
300-10-50300-02	Office Equipment	0.00	0.00	0.00	0.00	0.00
300-10-50300-06	Computer Software	0.00	280.14	280.14	-280.14	0.00
300-10-50300-08	Utility/Meters	0.00	0.00	0.00	0.00	0.00
300-10-50300-10	Appliance Purchase	0.00	0.00	0.00	0.00	0.00

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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
300-10-50300-15	Security Entrance Gates	0.00	0.00	0.00	0.00	0.00
300-10-50900-00	Transfer to Other Funds	0.00	0.00	0.00	0.00	0.00
300-20-51100-00	Lease Payments	0.00	0.00	0.00	0.00	0.00
300-20-51150-00	Fire and Casualty Insurance	0.00	0.00	0.00	0.00	0.00
300-20-51160-00	Property Taxes	0.00	0.00	0.00	0.00	0.00
300-20-51165-00	Home Warranty Insurance	0.00	0.00	0.00	0.00	0.00
300-20-51200-00	Building Maintenance	0.00	0.00	0.00	0.00	0.00
300-20-51250-00	Grounds Maintenance	0.00	0.00	0.00	0.00	0.00
300-20-51300-00	Equipment Maintenance	0.00	0.00	0.00	0.00	0.00
300-20-51320-00	Hauling	0.00	0.00	0.00	0.00	0.00
300-20-51350-00	Utilities	0.00	0.00	0.00	0.00	0.00
300-20-51360-00	Bad Debt Expense	0.00	0.00	0.00	0.00	0.00
300-20-51365-00	Security	0.00	0.00	0.00	0.00	0.00
Expense Total		0.00	19,396.25	19,396.25	-19,396.25	0
Grand Total		0.00	19,396.25	19,396.25	-19,396.25	0

MARCH JOINT POWERS AUTHORITY - GREEN ACRES REPAIRS & MAINTENANCE FUND
 BALANCE SHEET
 AS OF 07/31/2022

REPAIRS & MAINTENANCE

ASSETS

Cash In Bank 88,843.75

Assets Total : 88,843.75

LIABILITIES

Accounts Payable -

Liabilities Total: -

FUND-BALANCE

Fund Balance 144,334.47

Fund-Balance Total: 144,334.47

Retained Earnings: (55,490.72)

Total Fund Balance and Retained Earnings 88,843.75

Total Liabilities, Fund-Balance and Retained Earnings: 88,843.75

**General Ledger
Revenue vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% ExpendCollect
301	Green Acres Repairs & Maint.	0.00	0.00	0.00	0.00	0.00
301-00-48025-00	5% Rental Income Set-Aside	0.00	0.00	0.00	0.00	0
Revenue Total		0.00	0.00	0.00	0.00	0
Grand Total		—	—	—	—	—

**General Ledger
Expenses vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.	0.00	0.00	0.00	0.00	0.00
301-10-50300-20	Replace Garage Doors	0.00	0.00	0.00	0.00	0.00
301-20-51200-01	Painting Exterior all Units	0.00	0.00	0.00	0.00	0.00
301-20-51200-02	Roof Repairs	0.00	0.00	0.00	0.00	0.00
301-20-51200-03	Unit Improvements	0.00	0.00	0.00	0.00	0.00
301-20-51250-01	Tree Replacements	0.00	0.00	0.00	0.00	0.00
301-20-51250-02	Irrigation Upgrades	0.00	0.00	0.00	0.00	0.00
301-20-51250-03	Street Lights Repair/Upgrade	0.00	0.00	0.00	0.00	0.00
301-20-51300-00	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00	0.00
Expense Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>

MARCH JOINT POWERS AUTHORITY - MERIDIAN LLMD # 1
BALANCE SHEET
AS OF 07/31/2022

MERIDIAN LLMD # 1

ASSETS

Cash In Bank	2,470,169.54
Accounts Receivable	44,897.17

Assets Total : 2,515,066.71

LIABILITIES

Deferred Revenues	158,560.61
Accounts Payable	2,425.00
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	443.00

Liabilities Total: 168,359.41

FUND-BALANCE

Fund Balance	1,636,521.63
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Fund-Balance Total: 1,636,521.63

Retained Earnings: 710,185.67

Total Fund Balance and Retained Earnings 2,346,707.30

Total Liabilities, Fund-Balance and Retained Earnings: 2,515,066.71

**General Ledger
Revenue vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
120	Meridian LLMMD No. 1	0.00	0.00	0.00	0.00		0.00
120-00-40260-00	Assessments	0.00	0.00	0.00	0.00		0
	Revenue Total	0.00	0.00	0.00	0.00		0
	Grand Total	0.00	0.00	0.00	0.00		0

**General Ledger
Expenses vs Budget**

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Period 01 - 01
Fiscal Year 2023



**March Joint Powers Authority
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
120	Meridian LLMMD No. 1	0.00	0.00	0.00	0.00	0.00
120-40-65005-00	Traffic Signals	0.00	0.00	0.00	0.00	0.00
120-40-65010-00	Signage	0.00	0.00	0.00	0.00	0.00
120-40-65015-00	Lighting	0.00	13.20	13.20	-13.20	0.00
120-40-65020-00	Landscaping	0.00	160.00	160.00	-160.00	0.00
120-40-65025-00	Drainage	0.00	0.00	0.00	0.00	0.00
120-40-65030-00	Street Sweeping	0.00	0.00	0.00	0.00	0.00
120-40-65035-00	Graffiti Removal	0.00	0.00	0.00	0.00	0.00
120-40-65105-00	Project Director	0.00	0.00	0.00	0.00	0.00
120-40-65110-00	Project Manager	0.00	0.00	0.00	0.00	0.00
120-40-65115-00	Administration	0.00	0.00	0.00	0.00	0.00
120-40-65118-05	Salaries and Wages	0.00	3,591.73	3,591.73	-3,591.73	0.00
120-40-65118-10	Benefits	0.00	653.68	653.68	-653.68	0.00
120-40-65118-12	Post Employment Benefits	0.00	0.00	0.00	0.00	0.00
120-40-65118-15	PERS Contributions	0.00	493.35	493.35	-493.35	0.00
120-40-65118-20	Medicare Tax	0.00	51.05	51.05	-51.05	0.00
120-40-65118-25	Unemployment	0.00	0.00	0.00	0.00	0.00
120-40-65118-30	Workers Compensation Ins.	0.00	0.00	0.00	0.00	0.00
120-40-65118-99	Unfunded Accrued Liab(UAL)	0.00	0.00	0.00	0.00	0.00
120-40-65120-00	Operations	0.00	383.06	383.06	-383.06	0.00
120-40-65125-00	TransportationCommunication	0.00	164.45	164.45	-164.45	0.00
120-40-65130-00	Insurance	0.00	0.00	0.00	0.00	0.00
120-40-65135-00	Assessment Engineer	0.00	0.00	0.00	0.00	0.00
120-40-65140-00	Professional Services	0.00	0.00	0.00	0.00	0.00
120-40-65145-00	Publication	0.00	0.00	0.00	0.00	0.00
120-40-65200-00	Contingency	0.00	0.00	0.00	0.00	0.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	0.00	0.00	0.00	0.00	0.00
120-40-65500-05	Tree Replacement	0.00	0.00	0.00	0.00	0.00
Expense Total		0.00	5,510.52	5,510.52	-5,510.52	0
Grand Total		0.00	5,510.52	5,510.52	-5,510.52	0

MARCH JOINT POWERS AUTHORITY - MARCH LIFECARE CAMPUS CFD 2013
 BALANCE SHEET
 AS OF 07/31/2022

MARCH LIFECARE CAMPUS CFD 2013

ASSETS

Cash In Bank	190,371.40	
Accounts Receivable	7,652.59	

Assets Total :		198,023.99
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LIABILITIES

Accounts Payable	-	
Deferred Revenues	23,755.27	

Liabilities Total:		23,755.27
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FUND-BALANCE

Fund Balance	145,889.50	
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Fund-Balance Total:		145,889.50
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Retained Earnings:		28,379.22
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Total Fund Balance and Retained Earnings		174,268.72
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Total Liabilities, Fund-Balance and Retained Earnings:		198,023.99
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**General Ledger
Revenue vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
140	March Lifecare Campus CFD 2013	0.00	0.00	0.00	0.00		0.00
140-00-40260-00	Taxes	0.00	0.00	0.00	0.00		0
	Revenue Total	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>0</u>
	Grand Total	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>0</u>

General Ledger Expenses vs Budget

March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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Period 01 - 01
Fiscal Year 2023

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	0.00	0.00	0.00	0.00	0.00
140-40-65015-00	Lighting	0.00	0.00	0.00	0.00	0.00
140-40-65020-00	Landscaping	0.00	0.00	0.00	0.00	0.00
140-40-65025-00	Drainage	0.00	0.00	0.00	0.00	0.00
140-40-65030-00	Street Sweeping	0.00	0.00	0.00	0.00	0.00
140-40-65031-00	Rapid Transit Shelters	0.00	0.00	0.00	0.00	0.00
140-40-65035-00	Graffiti Removal	0.00	0.00	0.00	0.00	0.00
140-40-65105-00	Project Director	0.00	0.00	0.00	0.00	0.00
140-40-65110-00	Project Manager	0.00	0.00	0.00	0.00	0.00
140-40-65115-00	Administration	0.00	0.00	0.00	0.00	0.00
140-40-65118-05	Salaries and Wages	0.00	520.02	520.02	-520.02	0.00
140-40-65118-10	Benefits	0.00	105.03	105.03	-105.03	0.00
140-40-65118-15	PERS Contributions	0.00	73.14	73.14	-73.14	0.00
140-40-65118-20	Medicare Tax	0.00	7.17	7.17	-7.17	0.00
140-40-65118-30	Workers Compensation Ins.	0.00	0.00	0.00	0.00	0.00
140-40-65120-00	Operations	0.00	0.00	0.00	0.00	0.00
140-40-65125-00	TransportationCommunication	0.00	0.00	0.00	0.00	0.00
140-40-65130-00	Insurance	0.00	0.00	0.00	0.00	0.00
140-40-65135-00	Assessment Engineer	0.00	0.00	0.00	0.00	0.00
140-40-65140-00	Professional Services	0.00	0.00	0.00	0.00	0.00
140-40-65145-00	Publication	0.00	0.00	0.00	0.00	0.00
140-40-65150-00	County Cost Tax Roll	0.00	0.00	0.00	0.00	0.00
140-40-65200-00	Contingency	0.00	0.00	0.00	0.00	0.00
	Expense Total	0.00	705.36	705.36	-705.36	0
	Grand Total	0.00	705.36	705.36	-705.36	0

MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY REDEVELOPMENT OBLIGATION RETIREMENT FUND
 AS OF 07/31/2022

RORF FUND

ASSETS

Cash In Bank 2,551,992.83

Assets Total : 2,551,992.83

LIABILITIES

Accounts Payable -

Liabilities Total: -

FUND-BALANCE

Fund Balance 2,988,948.83

Fund-Balance Total: 2,988,948.83

Retained Earnings: (436,956.00)

Total Fund Balance and Retained Earnings 2,551,992.83

Total Liabilities, Fund-Balance and Retained Earnings: 2,551,992.83

**General Ledger
Revenue vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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 (951) 656-7000
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
750	Successor Agency RORF	0.00	0.00	0.00	0.00	0.00	0.00
750-00-40245-00	Tax Increment RPTTF	0.00	0.00	0.00	0.00	0.00	0.00
750-00-40800-05	Administrative Cost Allowance	0.00	0.00	0.00	0.00	0.00	0.00
750-00-40825-00	Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**General Ledger
Expenses vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
750	Successor Agency RORF					
750-10-50150-07	Staff Costs	0.00	0.00	0.00	0.00	0.00
750-10-50150-08	Training/Education	0.00	0.00	0.00	0.00	0.00
750-10-50150-12	Travel Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50150-16	Meeting Costs	0.00	0.00	0.00	0.00	0.00
750-10-50150-42	Banking Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50150-60	Office Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50200-02	Legal Services	0.00	0.00	0.00	0.00	0.00
750-10-50200-14	Audit Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	0.00	0.00	0.00
750-10-50900-00	Transfer Out	0.00	0.00	0.00	0.00	0.00
Expense Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>

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MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY DEBT SERVICE FUND BALANCE SHEET
 AS OF 07/31/2022

DEBT SERVICE FUND

ASSETS

Cash In Bank	(1,514,007.57)
W.F. Trustee Debt Service 2011A	-
W.F. Trustee Debt Service 2011B	-
W.F. Cost of Issuance Account	-
W.F. Interest Account	-
W.F. Principal Account	3.67
Deferred Charge on Refunding	7,320,931.77
Prepaid Bond Insurance	247,183.26

Assets Total : 6,054,111.13

LIABILITIES

Loans Payable	1,061,802.38
Interest Payable	495,309.90
Bonds Payable - Series 2016A	29,500,000.00
Bonds Premium - Series 2016A	3,494,495.26

Liabilities Total: 34,551,607.54

FUND-BALANCE

Fund Balance	(27,764,571.67)
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Fund-Balance Total: (27,764,571.67)

Retained Earnings: (732,924.74)

Total Fund Balance and Retained Earnings (28,497,496.41)

Total Liabilities, Fund-Balance and Retained Earnings: 6,054,111.13

**General Ledger
Revenue vs Budget**

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 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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 (951) 656-7000
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Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
740	SUCCESSOR AGENCY D.S.	0.00	-15,939.82	-15,939.82	15,939.82		0.00
740-00-40600-00	Interest Income	0.00	0.00	0.00	0.00		0.00
740-00-40650-00	OTHER LONG-TERM DEBT PROCEEDS	0.00	0.00	0.00	0.00		0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	0.00	0.00		0.00
740-00-40750-00	Miscellaneous Revenue	0.00	15,939.82	15,939.82	-15,939.82		0
Revenue Total		0.00	15,939.82	15,939.82	-15,939.82		0
Grand Total		0.00	15,939.82	15,939.82	-15,939.82		0

General Ledger Expenses vs Budget

User: beltran
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 Period 01 - 01
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.					
740-70-50150-00	Administrative Costs	0.00	0.00	0.00	0.00	0.00
740-70-50200-00	Professional Services	0.00	0.00	0.00	0.00	0.00
740-70-50200-01	Trustee Fees	0.00	0.00	0.00	0.00	0.00
740-70-50200-02	Cost of Issuance	0.00	0.00	0.00	0.00	0.00
740-70-50900-00	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
740-70-60600-00	Other Interest Expense	0.00	0.00	0.00	0.00	0.00
740-70-60605-00	Payment on Bond 2011A	0.00	0.00	0.00	0.00	0.00
740-70-60610-00	Payment on Bond 2011B	0.00	0.00	0.00	0.00	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	1,530,971.88	1,530,971.88	-1,530,971.88	0.00
740-70-60612-00	2016A Bond Prem Amortization	0.00	0.00	0.00	0.00	0.00
740-70-60613-00	2016A Bond Def. Charge of Ref.	0.00	0.00	0.00	0.00	0.00
740-70-60625-00	Other Long Term Debt Principal	0.00	0.00	0.00	0.00	0.00
Expense Total		0.00	1,530,971.88	1,530,971.88	-1,530,971.88	0
Grand Total		0.00	1,530,971.88	1,530,971.88	-1,530,971.88	0

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (2)

Meeting Date: August 24, 2022

Report: **UPDATE ON JPC ACTIONS, LEGISLATION, PROPERTY TRANSFERS AND STAFF ACTIVITIES**

Motion: Move to receive and file the report or take other actions as deemed appropriate by the Commission.

Background:

This report is an update of staff activities since the last March Joint Powers Commission (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

Utilities

Natural Gas: The natural gas distribution system was transferred to the March JPUA in December 2004. The March JPUA staff conducts the meter reading and billing functions. The Capacity Survey completed by the Gas Company identified that adequate capacity exists to serve the Army Reserve and CalFire's planned construction. However, the distribution system will be nearing its maximum capacity during the cold weather season. The Medical Campus development will address the backbone infrastructure upgrades needed for the MJPA Northeast Corner, and would also support our Green Acres housing, for the MJPA. Federal funding for gas line improvements will continue to be requested as part of the MJPA's legislative agenda. At the Commission's request, staff researched an alternative to natural gas in Green Acres by analyzing the feasibility of converting the housing units to electric and installing solar to power the homes. That cost was prohibitive to the JPA to pursue and with the historic nature of the homes solar panels were not an option. Staff will continue to seek funding through grant opportunities. March JPA staff met with Sempra Utilities (SoCal Gas) in October to discuss potential plans for sunsetting and dissolving the Utilities Authority and ceasing gas services to existing Northeast corner customers; however, as part of dissolving the March JPUA we need a reliable company that can provide natural gas services to our customers. SoCal Gas staff expressed an interest in this transition but requested that MJPA issue a letter memorializing its plans to dissolve its Utilities Authority in the future. On November 24, 2021, the MJPUA approved a Letter of Intent (LOI) to dissolve the MJPUA and cease natural gas services within the JPA Planning Area. The LOI was then sent to the SoCal Gas Company. On December 14, 2021, SoCal Gas and MJPA staff discussed next steps to transitioning MJPUA customers to

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SoCal Gas by December of 2022. A formal resolution with a transition plan will be presented to the MJPUA Commission in the future for consideration.

Northeast Corner

March Healthcare Development (MHD): The March Joint Powers Planning Commission recommended approval of the Specific Plan and EIR at their November 4, 2009 Public Hearing. The March Joint Powers Commission (JPC) approved the Specific Plan and certified the EIR at the Public Hearing held November 18, 2009. The Disposition and Development Agreement (DDA) and associated resolutions were approved by the JPC on April 7, 2010. The first building was demolished on July 27, 2010. Approximately 22 structures have been demolished by MHD to date. The concrete and asphalt from the demolition have been consolidated into one stockpile to be recycled. Six additional buildings have been demolished by the JPA using EDA grant funds. Due to the Moreno Valley litigation, and in accordance with the DDA, the Developer notified the JPA that all timelines for MHD's performance under the DDA are suspended effective May 28, 2013, and will not re-commence until the lawsuit is fully and finally dismissed or resolved in a manner which does not interfere with MHD's or the JPA's ability to perform under the DDA. The Notice of Settlement and Abandonment of Appeal were officially filed with the court August 8, 2014. New performance timelines have been established based on the 437day force majeure. The first parcel sale closed on April 6, 2015. The remaining EDA grant funds were used to demolish several additional buildings on the northeast corner. This demolition project is now complete. 2/16/16: March JPA received a plot plan application for the Signature Health project on about 7.5 acres at the northwest corner of N Street and 6th Street. 3/24/16: March JPA Staff was informed that water backbone infrastructure plans are near completion and final approval by WMWD. 10/12/16: WMWD issued a Notice to Proceed to MHD to construct the south loop water infrastructure improvements. The waterline project has been completed and energized. 04/12/17: March JPC approved the Second Amendment to the Disposition and Development Agreement. The Amendment was also approved by the Oversight Board on 04/27/17 and was forwarded to the California Department of Finance (DOF) for consideration on May 2, 2017. On May 5, 2017, DOF notified March JPA that it will be reviewing the Oversight Board action. By statute, DOF has 40 days to review the action. On June 14, 2017, DOF disallowed the Oversight Board's approval of the Second Amendment to the DDA. On July 26, 2017, the Commission approved a Force Majeure extending certain performance criteria in the Disposition and Development Agreement. On September 26, 2018, the Commission approved the 2nd Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20th, claiming impacts to the construction schedule due to delays by WMWD. However, on October 12, 2021, WMWD issued a stop work notice for the pressure reducing valve (PRV) that is associated with Phase D-1 of the Lifecare project which could impact the timing of the project. WMWD indicated that the reason for the stop work notice is because they recently received a federal grant from the Department of Defense to increase water capacity for the Base, and because the PRV is connected to that water capacity increase the DOD is requiring WMWD to complete a NEPA study to receive grant funds. Construction of the PRV cannot commence until the NEPA study is completed according to the DOD. MJPA staff is working with WMWD staff to address impacts to MJPA and the Lifecare project. On October 29, 2021 March1 submitted another Force Majeure reiterating impacts to construction due to delays by WMWD. MJPA rejected the second Force Majeure with further direction on next steps for discussions. Since October of 2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement On January 26th, the
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Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and building elevations for a proposed Continuing Care Retirement Community (“CCRC”) to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. **The following matrix represents the status of required DDA-Third Amendment improvements, as of May 17, 2022.**

	TASK	DUE DATE – per 3 rd Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	WMWD is finalizing a NEPA study for a DOD grant received for the project. NTP will be issued at the completion of the federal study.
2	Landscape Improvements – Riverside Drive	No later than Sept 30, 2022	Construction plans approved. Pending construction.
3	Backbone water infrastructure (per Amended Exhibit D-1) – (i) Riverside Drive and Meyer Drive 24” pipeline; (ii) 12” pipeline along Riverside Drive; (iii) 12” pipeline along N Street; (iv) 12” pipeline along 6 th Street, and subject to Authority Engineer approval.	No later than July 30, 2022	This task has been completed and requirement is satisfied.
4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	Construction in progress.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC overlay, and subject to Authority Engineer approval.	No later than Sept 30, 2022	Construction in progress.
6	Correction of road cross-slopes to match County standards and subject to	No later than Sept 30, 2022	Construction plans approved. Pending construction.

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	Authority Engineer approval.		
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	Construction plans approved. Pending construction.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	Construction plans approved. Pending construction.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	Construction plans approved. Pending construction.

Land Swap with MARB 6/10/16: The March JPA Executive Director (ED) sent a letter to Base Command, requesting a concurrence letter on a cost-sharing agreement for the swap of MJPA's Parcel J-2 for MARB's Parcel A-8. The land swap would help MARB in its efforts to locate certain federal parcels within the cantonment area. 7/15/16: As the JPA is seeking MARB's response to the ED's prior June 10th letter, a follow up email with a copy of the letter was forwarded to Col. Rodi who indicated he will help move this item forward on the Base side. 9/15/16: MJPA staff was informed that the land swap request for Parcel J-2 and MARB's Parcel A-8 is currently pending AFRC approval. 01/11/17: Air Force Reserve Command (AFRC) began an Environmental Baseline Survey (EBS) in December 2016, which is to be completed in two months. The EBS will help guide negotiations regarding the exchange of properties between MJPA and MARB. It is anticipated that agreements will be completed as early as summer of 2017. In 2016, Verizon transferred equipment interest in MARB's Building 2620 to Frontier. Since then, Frontier engineers were tasked with assessing the value of the equipment prior to relocation work in 2017. The relocation of Frontier equipment in B2620 must be completed prior to the transfer of properties between MJPA and MARB. 11/29/17: Frontier met at the switch building with representatives from March Air Reserve Base and March JPA to plan the removal of Frontier's equipment from the switch building. Staff will be meeting with Frontier's Planning Department within the next 30 days. March JPA staff and the March ARB met with the new planner for the 2620 Building on 3/20/18 to discuss the project. Frontier Planning Department is continuing the planning phase for removing communication lines from the building. As MJPA staff had not received updates from Frontier on this item in a while, on May 17, 2022 contact was made with Frontier's project manager, Danielle Samaniego, who managed the Building 2620 project five years ago. According to Danielle, files on this project were purged after a few years due to inactivity. What she did provide (attached) is all she could find from old emails between herself and prior JPA project manager, Danny Whaley. A conceptual plan was developed in 2017 that involved moving comm building equipment out of the Building 2620 and into an equipment box that would sit near the corner of Z Street and Riverside Drive. The idea was, that by relocating equipment just outside of the building, that Frontier could minimize service impacts to existing users (Commissary, NASC and Green Acres). However, after Frontier engineers analyzed the sizes of the equipment in the comm building they realized that

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the proposed equipment box would be too small to house the Base's equipment. They recommended that JPA either find, or construct, a new building at a different location where the equipment could be relocated. There were two off-site building concepts that were proposed by JPA, but those did not go anywhere. After nearly two years of coordination on this item, the project was abandoned. Frontier is willing to reopen the case and start the planning process again but will need questions answered on a new building location. MJPA staff will revisit this issue after progress is made on the March LifeCare project.

Conveyance: All property transfers from the Air Force and Army are complete. In accordance with federal legislation, the Navy transferred the Marine parcel to the MJPA in April 2012. March ARB and the Navy identified a site inside the cantonment area to accommodate the Navy's project. The Navy did not have construction funding programmed until FY 2014. Due to delays in bidding the project, the Navy parcel will not be available to transfer to the MJPA until at least FY 2017. On January 15, 2013, \$9.086 million was identified for funding the Navy project. While this is less than the \$11 million requested, it appears sufficient cost savings can be realized to ensure the project's successful completion. The Navy's Request for Performance for contractors to bid was due January 21, 2015. As of March 17, 2015, the Navy informed the JPA staff that revised proposals were due March 30, 2015 with final selection anticipated in April. The Navy has contracted for a design/build of its permanent facility inside the cantonment fence. The estimated completion date is summer 2018. On June 10, 2017, the Navy broke ground at its new site within the cantonment fence. The new Navy Operational Support Center was completed August 2019. Due to COVID-19, the transfer has been delayed until Spring 2021. At the June 9, 2021 Commission meeting, the JPC accepted the grant from the Navy for the Navy Operational Support Center. The Navy parcel transfer completes the land swap authorized by Congress in 2005.

Attachment: None

MARCH JOINT POWERS COMMISSION
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MJPA Operations - Consent Calendar
Agenda Item No. 8 (3)

Meeting Date: August 24, 2022

Report: **UPDATE ON PLANNING ACTIVITIES**

Motion: Move to receive and file the report or take other action as deemed appropriate by the Commission.

Background:

This report is a status update of major planning projects. The report is not all-inclusive of staff work. It provides a summary of some activities relating to major planning projects or direction by the March Joint Powers Commission. In all cases, the following projects are required to return to the March Joint Powers Commission for final action. **New information is noted in bold.**

March JPA General Plan Update

Objective: Update March JPA General Plan and Certification of a Programmatic EIR

Status: Hiring of Hoose Planning and Environmental, LLC approved March 7, 2007. The RFP for environmental services has been awarded to Golder Environmental Services. Adoption of the draft General Plan Objectives and Citizen Participation Program was approved on April 16, 2008. The General Plan Advisory Committee (GPAC) held an initial meeting on July 7, 2008. A GPAC tour of the MJPA was held on July 18, 2008. Subsequent meetings were held on August 4, September 8, and October 6, 2008. On October 6, 2008, the GPAC completed the review and provided direction on the Land Use Element. On December 1, 2008, the GPAC reviewed the first portion of the Conservation and Open Space Element and completed the review on February 2, 2009. On March 2, 2009, the GPAC completed the review of the draft Circulation Element. On April 6, the GPAC completed their review of the Safety Element. On May 4, 2009, the GPAC completed their review of the draft Safety Element. GPAC review of the initial draft Economic Development Element was completed on June 6, 2009. A Power Point presentation on the status of the General Plan was provided to the JPC on July 1, 2009. The draft General Plan was distributed on October 2, 2009 and the GPAC held a meeting on October 5, November 2 and December 7 to discuss the status of the document. On January 25, 2010, the GPAC recommended that staff present the status of the update of the General Plan to the March JPC. On March 3, 2010, March JPA staff and the GPAC Chair briefed the Commission on the plan to commence Community Workshops in Perris, Moreno Valley and Riverside. The Commission acknowledged the public participation schedule and directed staff to present a summary of the discussions at a future JPC meeting. The City of Perris community/scoping meeting was held on June 2, 2010 and two individuals attended. The Moreno Valley community/scoping meeting was held June 7th and seven individuals attended. The City of Riverside scoping/community meeting was held on June 16th and ten individuals attended. A total of five comments were

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obtained from the citizen review process. In addition, staff presented the General Plan Update at Paul Davis' community meeting on June 10, 2010. The Draft EIR is currently being prepared. A sleep disruption noise analysis commenced in January 2014 to determine sleep disruption impacts from build-out of the General Plan. On March 5, 2014 Golder and Associates, March JPA's General Plan EIR consultant, terminated the EIR Project Manager (Will Hoose) as well as the other Southern California environmental planners. In a subsequent meeting on February 18, 2014, Alan Hull, Golder Seismic Hazard Practice Leader, indicated that in Golder's view, the EIR preparation obligations of Golder were complete. On March 19, 2014, the Commission approved a contract with Ruth Villalobos and Associates to complete the EIR. Preparation of an updated traffic impact analysis was approved by the March Joint Powers Commission on October 7, 2015. The draft General Plan traffic study is currently under review. 4/13/16: While bio assessments and studies were completed for the General Plan update, an amended biology consultant contract is needed to update those assessments that have expired due to studies being more than 12-months old. An updated biological contract was approved by the Commission on May 4, 2016. The updated noise and vibration EIR section and technical report were provided to staff on June 19, 2017. On April 25, 2018, the Commission approved a contract amendment for Hoose Planning and Environmental, LLC for additional services, including the preparation of a GHG Inventory, Climate Action Plan, policy and analysis update based on the 2017 State General Plan Guidelines. To date, work has not commenced to complete the aforementioned studies. On subsequent conference calls and in a meeting on June 14, 2018, Planning Staff met with Hoose Planning to discuss the current status of the technical studies, latest General Plan Guidelines and schedule for draft EIR and Climate Action Plan. Hoose Planning was tasked to prepare a status report and update staff in early July 2018. On July 6, 2018, Hoose Planning, along with Ruth Villalobos & Associates (RVA), presented a memo outlining the existing documentation/timing to complete the General Plan and EIR, and updating documents/timing to complete the work. Staff along with Legal Counsel discussed the memo with Hoose/RVA and concerns with the some of the existing technical data and cost to complete the General Plan Update and EIR. Hoose Planning and RVA were tasked with preparing three scenarios, along with cost and schedule, to complete the General Plan Update and EIR. On July 26, 2018, Hoose/RVA presented the three scenarios and costs to complete the General Plan and associated environmental documentation. The scenarios included updating only the Housing and Safety Elements, updating the General Plan or redoing the entire General Plan. Staff and Legal Counsel discussed the scenarios with Hoose/RVA. Staff discussed the scenarios with Management and Legal Counsel to determine the best course of action for the General Plan Update and its completion. At this time, staff has determined that the best course of action would be to do a complete General Plan Update to address recent State mandated General Plan Elements not originally contemplated in the 2010 Draft, including an Environmental Justice Element, and a Safety Element, as well as a Climate Action Plan. Staff recommends updating all outdated mandatory Elements including Air Quality, Circulation, Conservation, Housing, Land Use, Noise, and Open Space. Next steps would be to solicit bids to prepare the General Plan. Staff will request Commission authorization to prepare and advertise a Request for Proposal (RFP) to prepare an updated General Plan and associated environmental documentation and advertise. On November 14, 2018, the March JPA Commission authorized Staff to prepare and advertise a Request for Proposal (RFP) to prepare an updated General Plan and associated environmental documentation. Staff has made revisions to the draft of the RFP based on recent changes in state law and it is being reviewed by Management, staff and legal counsel. Planning Staff has paused the General Plan Update. There may be no need for a future comprehensive update given the impending sunseting of the March JPA public agency.

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Community Sports Complex

Objective: Plan, design and finance 48–60-acre Sports Complex through the Sports Complex Committee

Status: A parks sub-committee meeting was held on 2/1/06. A follow-up meeting ran by Paul Frandsen was held on April 7, 2006. MJPA briefed the Executive Committee on May 3, who directed Michael Morris to identify the site for the 60-acre park site. MJPA staff rejected the first conceptual park site submitted LNR due to concerns with steep topography and riparian environment. On October 18, 2006, the Parks Subcommittee discussed three new potential park sites proposed by LNR Riverside, LLC. The Parks Directors did a reconnaissance study on November 20, 2006 to recommend the best park site. An RFP for a Needs Assessment and Feasibility Study is being developed for the park. The draft resolution was sent to the Parks Directors on April 13, 2007. The park site location was confirmed at the Parks Subcommittee meeting on May 9, 2007. A meeting was held with the Parks Directors on June 14, 2007 to refine the objectives of the RFP. The preparation of an aviation safety study was authorized for the park site by the March Joint Powers Commission on February 20, 2008. A Parks Subcommittee meeting was held on January 28, 2009, at which time the Subcommittee accepted the recommendation of ESA to continue to analyze a new location for a park site. The committee directed LNR to identify a new potential Park site to be reviewed at the next Parks subcommittee meeting. The committee would like to create a timeline for park development within six months. The Parks Subcommittee met on March 11, 2009. At that time, the subcommittee toured three proposed park sites. It was generally agreed that all three park sites were valid alternatives for the Park. It was determined that the MJPA would create a decision matrix by Monday, March 16 and the Committee members would score the sites to determine the best site. The decision matrix was circulated on March 18, 2009. On May 11, 2009 a subcommittee of the Parks Committee recommended selection of a park site near Grove Community Church. The sports complex site is currently being analyzed as a component of the March JPA General Plan. On March 2, 2016, the March Joint Powers Commission authorized the selection of Willdan Financial Services to prepare the Parks Development Impact Fee (DIF) study that will partially fund the planned Sports Complex. On May 31, 2016, MJPA staff met with City of Riverside Parks Director, Adolfo Cruz and other senior Parks and Recreation staff to obtain input on the MJPA parks DIF study. On August 17, 2016, March JPA staff met with Scott Bangle – Riverside County Parks General Manager and Spencer Campbell – City of Perris Parks Recreation Supervisor II to discuss the future March JPA Parks Impact Fee. The framework for a Parks/Recreation Development Impact Fee was provided by Willdan Financial Services on February 13, 2017. A revised draft fee analysis was provided by Willdan on March 14, 2017 and reviewed with the member jurisdictions Parks Directors on April 4, 2017. A conference call is scheduled with Willdan Consultants regarding the final draft Parks DIF study on 9/15/17. Upon gaining concurrence with the member jurisdiction's Parks Directors, this item will go before the Parks Ad Hoc Sub-Committee, and to the Technical Advisory Committee, prior to presenting to the full March Joint Powers Authority Commission. As of 10/19/17, the City of Riverside and the County Parks representatives consented to the methodology used in the Parks Development Impact Fee Study. A Parks Subcommittee (Victoria Baca, Kevin Jefferies and Andy Melendrez and the member jurisdictions Parks Directors) was held on December 20, 2017 to review the draft March JPA Parks Nexus Study. At the direction of the Ad Hoc Committee, March JPA is reviewing the parks nexus study with March ARB staff and the Riverside County Airport Land Use Commission and will return this item to the Ad Hoc Parks Subcommittee within 90 days. On February 22, 2018 March JPA met with the Riverside County Airport Land

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Use Commission staff and March ARB staff to discuss various park development alternatives, and to discuss the intensity of those uses in terms of people per acre. The Riverside County Airport Land Use Commission staff and March Air Reserve Base staff requested additional information regarding the density/intensity of the proposed sports complex, and staff is currently working with them to address those issues. On September 22, 2021, the Meridian Park LLC development group held a community meeting within the City of Riverside at the Orange Terrace Community Center, to share draft development plans for the MJPA's weapons storage area (aka Upper Plateau) with the public and obtain community feedback on a proposed 60-acre recreation/open space area within their overall Upper Plateau Specific Plan. The development group, in coordination with MJPA staff, will hold future meetings with Riverside County and city parks and recreation staff regarding the proposed park location and design prior to scheduling a second community meeting to obtain public feedback on park features. On February 14, 2022, March JPA and developer hosted an all hands meeting with parks directors from member agencies to discuss the proposed 60-acre recreation/open space area within the proposed Upper Plateau SP. Attendees also included Riverside Councilmember Chuck Conder, Riverside City Manager Al Zelinka, and Riverside Police Chief Larry Gonzalez. A discussion ensued regarding the development of a City of Riverside Police Station at the Park site. As a result of the meeting, the developer, City of Riverside and JPA Staff are reviewing the parameters of the pertinent Settlement Agreements and Development Agreements to determine flexibility in the development of the park and potential police station. The JPC Parks Subcommittee met to discuss the status of the community park on May 9, 2022. At that time, an overview of the Center for Biological Diversity et al. v. Bartel et al. settlement agreement was provided identifying that this settlement released 424-acres for development with an additional 60-acres allowed for the planned community park. Discussion also occurred regarding the early proposal for rough grading and installation of utilities on the 60-acre park site and future disposition of the park site. The Parks Committee requested that this item be returned for future discussion prior to any action by the full Commission.

CEQA Review of the Master Drainage Plan

Objective: Prepare Environmental Documents for the March JPA Master Drainage Plan

Status: February 25, 2010 – MJPA met with Riverside County Flood Control and LNR to review LNR's proposal for modifications to the overall drainage plans recently completed by RBF. 4/7/10 – Riverside County Flood Control is reviewing a Unit 4 drainage study for Meridian Business Park to identify if there is a need to update the Master Drainage Plan that was previously completed by RBF. 7/6/2010 – The MJPA received a progress report from JM Waller Associates, NEPA consultants to the VA, identifying that the location of the previously proposed basin location for the master drainage plan is not recommended. Outstanding issues as it relates to the proposed basin site include: a) potential encroachment into an old Camp Haan landfill site; b) the landfill area has not yet been closed by the AFRPA and the USACE which would introduce complications to environmental review efforts associated with the Project. 7/13/2010 – A conference call between the MJPA, LNR and LNR representatives confirmed that the proposed basin site is not recommended and that alternative locations would be necessary. LNR then pursued an alternative to redesign existing detention facilities. 12/2/10 – A meeting was held with MJPA staff, LNR, and K&A Engineering to review an amended scope of work to pursue alternative designs. K&A Engineering was authorized to begin work on the revised scope of work. MJPA staff, LNR, and K&A Engineering are meeting with RCFC on 3/10/11 to discuss alternative designs. K&A Engineering is finalizing and preparing cost estimates on their alternative designs. Staff is expecting a meeting with LNR and RCFC to discuss revised

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alternatives in early May 2011, pending the response from K&A Engineering. 6/22/11 – Meeting with K&A, LNR, RCFC, and staff to discuss alternatives and CEQA process. March JPA staff met with LNR and K&A Engineering on 7/7/11 to discuss the three alternatives. MJPA staff identified a preferred alternative and K&A will make minor plan revisions and submit to RCFCWCD and MJPA for preliminary concept acceptance. March JPA staff and LNR will meet with RCTC in late September to discuss the preferred alternative and obtain approval for necessary right-of-way before commencing environmental review. Staff met with RCTC and LNR to discuss needed easements for the storm drain alignment. RCTC was agreeable to the proposal and further discussion will ensue as the design progresses. LNR submitted their Enhanced Use Lease request to the VA for their review and consideration prior to the expiration of the federal EUL program in January 2012. K&A Engineering will finalize the revised alternative and will resubmit the report in the next few weeks. LNR is reviewing the final report and will be forwarding to JPA staff in January 2012. MJPA staff is meeting with LNR and K&A on 2/15/12 to discuss the revised alternatives report. The MJPA, LNR, K&A Engineering, and RCFCWCD are meeting at the end of March to discuss the revised alternatives. Meetings with RCFCWCD were positive, and K&A is finalizing a submittal package for RCFCWCD to review the detailed plans, with submittal expected during the week of April 9th, 2012. MJPA Commissioners and staff met with the VA in DC the week of April 23, at which the VA indicated their willingness to grant an easement for sewer and storm drain. The consultants are drafting easement documents and exhibits to send to the VA for review. Preliminary alignment exhibits and easement documents are being packaged to be sent to the VA for review the week of 6/18/12. Staff is waiting for review and approval of conceptual alignments by Metropolitan Water District (MWD) to utilize a portion of their easement along the I-215. 7/9/13 – Findings from K&A's design work triggered the need to modify the existing MOU between MJPA and LNR by adding necessary tasks to the original Scope of Work. This work includes modifying design work to address Riverside County Flood Control comments, and to move forward with more detailed engineering designs (30%) for the Van Buren Culvert Outfall Storm Drain. A meeting was held on October 14, 2014 to discuss the status of the master drainage plan with the March ARB Deputy Civil Engineer. No concerns for the proposed master drainage plan were expressed at that meeting. On March 25, 2015 Don Berg of K&A Engineering met with JPA officials to discuss completion of the Regional Drainage Plan for West March. The change orders (CO#4 and CO#5) to address the modified Meridian/March Business Center outfall channel were approved by the Commission on the August 5, 2015. March JPA staff and K&A Project Engineer Don Bergh met with March ARB staff on October 6, 2016 to discuss the preliminary alternatives for the master drainage facilities planned for the vicinity of I-215 south of Van Buren. On April 12, 2017 March JPA staff and Don Bergh (JPA consultant/K&A Engineering) met with Pete Young and Greta Hamilton (Riverside National Cemetery) regarding drainage and storm detention improvements that could reduce flooding within Riverside National Cemetery. On October 17, 2017, March JPA staff met with Sean Feeley, Doug Waters, Mark Moritz, Rock Rockholt and Don Bergh to discuss drainage options near March ARB for stormwater flows generated in west March. March ARB will take approximately 4 weeks in reviewing the information provided at the meeting. The next step is preparation of the draft drainage alternatives after receiving more input from March ARB. March ARB provided K&A its preferred drainage alternative. Don Bergh provided an update to the Technical Advisory Committee on January 14, 2019. On January 30, 2019 a subsequent meeting was held with RCFCWCD, staff and MARB Civil Engineering to discuss Phases 3, 4 and 5 of the West March Master Drainage Plan. In late March 2019, RCFCWCD staff is scheduled to discuss findings and provide recommendations to MJPA and MARB Civil Engineering Staff. From April through

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July 2019, RCFCWCD, MJPA, MARB continued working together to review project documentation and technical analysis. On July 22, 2019, RCFCWCD presented to the March JPA TAC, findings and recommendations for the Master Drainage Plan, Alignments 3-5 and drainage recommendations for the VIP 215 Project. MARB Staff will continue to work with March JPA staff on issues that may affect the Base. March JPA TAC will continue to monitor the project's status at its meetings. RCFCWCD is leading efforts to finalize plans and develop Cooperative Agreements between the District, March JPA, Meridian Park LLC, Hillwood and MARB for the implementation of the West March Master Drainage Plan Lateral B improvements. The Lateral B line is designed to convey offsite flows from the Meridian Business Center East and South Channel Basins, the golf course properties, the Riverside National Cemetery, Westmont Village community and Hillwood Parcel D-2 development, to Riverside County's Perris Valley Channel Line B located south of the base within the City of Perris. A draft MOU is currently being circulated between all the parties for review. March ARB has been asked to consider easement needs for the project on Base property. A draft MOU for Lateral B- Stage 4 is included in the 12/22/21 packet for Commission approval. The MJPA, March Inland Port Airport Authority (MIPAA), Riverside County Flood Control and Water Conservation District (RCFCWCD) and Riverside Inland Development, LLC (Parcel D-2 Developer) wish to enter into a Cooperative Reimbursement Agreement (Agreement), to expedite the completion of the Perris Valley Flood Control & Drainage Project, Lateral B Project, Stage 4 which will provide necessary flood control and drainage to the area to accommodate the development changes on MJPA controlled property and to ensure the future United States Air Force (USAF) mission at the March Air Reserve Base. The Agreement outlines the roles of the parties in designing, inspecting, operating and maintaining the Perris Valley Channel Lateral B Project, including funding the \$12 million project. On February 9, 2022, representatives from RCFCWCD, the March Air Reserve Base, state/federal regulatory agencies and MJPA will be conducting a site walk of the project site within MARB's cantonment area. A new project schedule will be circulated for the next meeting to show the anticipated 2-year schedule for the project. The site walk was rescheduled to March of 2022 to allow time for base security checks. **Lateral B, Stages 1 and 2, MOU with Meridian Park LLC, currently under review by JPA staff and legal counsel.**

Heacock Flood Control Channel

Objective: Flood Control Improvement to Heacock Channel

MJPA received ACOE approval with a 404 permit, completing all required regulatory permitting requirements of the 2013 Coop Agreement. The next step is execution of a Mitigation Agreement with SRMA. Plans are 100% complete, and funds have been received for the construction of the March ARB portion of the channel. 05/18/17: SRMA and MJPA Agreement for mitigation will be executed this month, in alignment with the advertisement of bid documents for channel construction. The construction of channel improvements is anticipated to commence August of 2017. 6/20/17: The Agreement between SRMA and MJPA has been executed with a \$1.8 million check for mitigation set to be distributed to SRMA on July 3rd, and an additional \$100,000 to follow soon thereafter for a total mitigation cost of \$1.9 million to SRMA. Said funding meets the Authority's mitigation requirements to regulatory permitting agencies such as the Army Corp of Engineers, Water Board and California Department of Fish & Wildlife. 07/18/17: A \$1.8 million check for environmental mitigation purposes was distributed to SRMA on July 3rd. Final sign off from ACOE for a September construction timeframe is currently pending. On July 13th, RCFCWCD disclosed that bids for the Heacock Channel project have been received and the selected contractor bid came out \$3 million below the engineer's bid. As

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such, RCFCWCD will use the funds toward Cactus Channel and manage the project on behalf of the stakeholders. On August 29, 2017 the Riverside County Board of Supervisors approved the bid contract for the construction of Heacock Channel. Funding from the Air Force for MARB's portion of the channel has been released and a groundbreaking ceremony for the Project will be held in October. The Vegetation Management Plan (VMP) and Nesting Bird Plan (NBP) for the Heacock Channel (Sunnymead MDP Line B) Stages 3 and 4 were approved by resource agencies and the contractor was issued a "Notice to Proceed" on December 13, 2017. The VMP includes removal of the large Eucalyptus trees and other material in preparation for construction. The contractor is expected to complete the VMP preparation by January 30, 2018. A groundbreaking ceremony was held on January 24, 2018. A Vegetation Management Plan was performed between December 13, 2017 and February 2, 2018. The plan consisted of removing the vegetation and trees from the project area. The project officially started on February 2, 2018. Work to date includes clearing, mobilization, surveying, EMWD relocations, a landfill protection plan, installation of the project trailers and grading access roads. Major earthwork will start after this latest storm and the concrete work is scheduled to begin mid-April 2018. The project completion date is September 10, 2019. An aggressive schedule provided by the contractor proposes to have most of the work completed by Winter 2018. March JPA staff is working with the Department of Fish and Wildlife, RCFCWCD and SRMA to amend and transfer permits from MJPA to RCFCWCD. Once the permits and easements are transferred, RCFCWCD will accept and maintain the channel. At the 11/24/21 JPC meeting, March JPA Commission approved easement documents that will allow RCFCWCD to have permanent access to the channel for operation and maintenance. An additional easement document will be on the 12/22/21 agenda for approval. RCFCWCD is seeking to obtain similar easement issuances from the March Air Reserve Base for portions of the channel that run along base properties.

Cactus Flood Control Project:

Objective: Flood Control Improvement to Cactus Channel

Status: Stakeholders discussions on the maintenance and full improvement of Cactus Channel include Riverside County Flood Control District (District), City of Moreno Valley (Moreno Valley), March Air Reserve Base (MARB) and March JPA. On August 10, 2015 the first stakeholder meeting was held regarding the Cactus Avenue Channel. The meeting was led by Supervisor Ashely's office and included representatives from the District, Moreno Valley, MARB and March JPA. Stakeholders discussed concerns regarding: a) standing water and waterfowl issues within Cactus Channel on and near MARB properties; and b) deteriorating conditions at City drainage outlets at Elsworth Street and Cactus Avenue, and Veteran's Way at Cactus Avenue ("Line T"). Stakeholders agreed that a short-term solution for waterfowl issues was needed and a long term solution is required for the protection of nearby military and public facilities. On 9/16/15 a small working group met to discuss alternative interim and long-term solutions for the channel. A follow up stakeholder meeting was held on 9/24/15. As a short-term solution to waterfowl issues, MJPA completed clean excavation work between 11/16/15 and 11/19/15 with funding from MJPA and K-4 Property owners, which alleviated waterfowl concerns. A follow-up stakeholder meeting is scheduled for March 2, 2016, to discuss a 12-month joint maintenance plan that would allow stakeholders time to design and study a new 100-year improvement plan for this regional facility. 3/2/16: On March 2, 2016, Supervisor Ashley's office met with MJPA, MARB, Flood Control District and City of Moreno Valley leaders and stakeholders to discuss a 12-month joint maintenance plan that would allow the JPA time to design and study a new 100-year improvement plan for this regional facility. The City of Moreno

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Valley committed to assisting the JPA with the interim maintenance of the channel until full improvements are constructed. All parties agreed that discussions on project construction and funding should proceed in anticipation of the completion of the Heacock Avenue Channel. At that time, funding opportunities with the District, City and March JPA private developers will be clearer. In the meantime, the District will submit the channel for inclusion in the Santa Ana Watershed Project Authority's (SAWPA) One Water One Watershed (OWOW) plan. The OWOW plan is used as a tool to help regional facilities (for flood control and water quality) qualify for State grant funding. 4/11/16: MJPA and Moreno Valley agreed to jointly maintain the Cactus Channel until a permanent solution is agreed upon. Moreno Valley has agreed to maintain all of its drainage outlets into the channel to ensure that positive flow would occur within areas near and around the outlets. MJPA will continue to maintain the channel banks. MJPA staff forwarded a Right of Entry to Moreno Valley for review and execution. 5/16/16: RCFCWCD expressed that they are working on refining conceptual engineering plans for Cactus Channel for a future stakeholder meeting. Flood Control will contact MJPA to schedule the next meeting once plans are completed for discussion purposes only. 9/19/16: On September 13, 2016 Rick Solander of the Office of Economic Adjustment conducted a site visit with MJPA and walked staff through the application process for potential planning funding for the Cactus Channel. The funding will allow stakeholders to move forward with a Cooperative Agreement regarding the long-term improvement of the channel. 05/18/17: An Office of Economic Adjustment Grant Application for \$170,000 design funds has been submitted by MJPA staff for approval. Staff will facilitate discussions with stakeholders to help form a Cooperative Agreement regarding the final design and construction of the Cactus Channel, prior to the award of funds by OEA. 6/20/17: MJPA was awarded grant funding of \$170,000 for a Cactus Channel Preliminary Design Report (PDR). Prior to submitting an RFP for PDR services, MJPA will hold a kick off discussion between stakeholders to develop a Cooperative Agreement for the full design, environmental review and construction of permanent Cactus Channel improvements. Said meeting is scheduled to occur during the month of July. 07/19/17: On July 13th, stakeholder partners and property owners along the Cactus Channel, met to discuss next steps for the Cactus Channel Project. Riverside County Flood Control has agreed to take the lead on the design and environmental review for the project, while MJPA helps secure the properties needed for the project right-of-way. RCFCWCD also asked that the \$170,000 design grant through OEA be forwarded to them by MJPA for use on the design of the channel. All property owners agreed to pay their pro-rata share of the project. City of Moreno Valley also expressed they would like to participate in the funding of the project. A Cactus Channel meeting is scheduled for January 4, 2017. This meeting will focus on technical aspects of the project design. The agenda has four items; 1) Cactus Avenue DRAFT Charter, 2) project cross sectional design and scope of work, 3) project right of way acreage needed from stakeholders and 4) discuss stakeholders' authority for ordering the relocation of conflicting utilities and associated costs. The meeting held January 4, 2017 with all stakeholders' yielded new information regarding the utilities involved in the Cactus channel project. In addition to the transmission lines running along a portion of the channel, there are gas and water mains to relocate as well. The relocation of these utilities was not included in the initial Cactus Channel project cost. The developer for K4 (Lewis Waypoint) is reviewing the cost for a box channel for the entire length of the project to mitigate this issue. They would like to include the entire channel as part of their EIR for their plans to develop the K4 lot. A box channel would prevent moving most of the existing utilities and allow more land to develop along Cactus Ave. Lewis Waypoint will report results of their research back to staff and a future meeting with all stakeholders will be held in early April. March JPA staff scheduled an inter-agency Pre-application meeting regarding the Cactus Avenue project, and a related

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development project on May 3, 2018. March JPA hosted an interagency meeting on May 29, 2018 and confirmed the design preference and cost sharing for all participants. In addition, Riverside County Flood Control agreed to draft the cooperative agreement and distribute to all agencies. The meeting notes were distributed, and the draft agreement is being distributed by Flood Control. Lewis Waypoint has begun the EIR. Staff anticipates holding a Scoping Meeting the week of November 2018. Staff met with Riverside County Flood Control on November 27, 2018 to discuss alternative options for the cooperative agreement. Comments have not been received from each property owner. To date, only one owner has responded with comments. March JPA staff is continuing to work with property owners for funding and design of the channel. An Environment Impact Report (EIR) for the channel and Parcel K-4 development was circulated in April 2019. The Final draft of the EIR (FEIR) will likely be circulated later this month or early October in anticipation of the K-4 project coming before the JPC on October 23rd or November 13th meeting. MIPA staff is working with all of the Cactus Channel property owners to finalize the Corporative Agreement which identifies funding for the Cactus Channel Project reinforced concrete box design. The “Draft Cactus Channel Corporative Agreement” was sent out on November 5, 2019 by RCFCWCD and comments are due by December from all parties. As of January 16, 2020, the RCFCWCD has received comments back from City of Moreno Valley, Meridian Park and the March JPA. RCFCWCD is waiting for comments from March 1, USDA and MARB. The March JPA is working with RCFCWCD to receive comments. March JPA is continuing efforts to keep USDA engaged; however, the state regional office cannot sign an agreement without funds for the project identified. The MIPA will address this on the Legislative trip to Washington D.C. trip coming up this Spring. The MIPA and RCFCWCD received the comments from MARB on March 2, 2020 and March 1 comments on March 20, 2020. RCFCWCD is reviewing the comments submitted. Construction of the K4 parcel has commenced, and the preliminary design for the two driveway box culverts within the Cactus Channel have been approved. RCFCWCD and March JPA are working on Edison easements along the Cactus channel. The March JPA is continuing efforts to obtain easements and funding for the portion of the Channel owned by USDA, these efforts remain ongoing. Design specifications for the entire Channel are going through the 4th round of plan check with RCFCWCD. SCE and RCFCWCD are working on finalizing the easement for the power lines adjacent to Cactus Channel. USDA has expressed support of the Cactus Channel through the future issuance of needed easements to March JPA for the construction and maintenance of channel improvements along the northerly boundary of their federal property at the southwest corner of Cactus Avenue and Riverside Drive. RCFCWCD has completed 90 percent design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency’s ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA’s jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14th and 15th, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming.

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West Campus Upper Plateau:

Objective: Private Development, generating revenue and jobs

A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard, and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres. Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4. The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan.

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Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard Biologist as a future component of the EIR process. **On August 18th, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR.**

K-4 Industrial Warehouse Building: Project complete. Last update provided 08/10/22.

Westmont Village Industrial Project: Project withdrawn. Last update provided 05/25/22.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (4)

Meeting Date: August 24, 2022

Action: **APPROVE JUNE AND JULY 2022 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the months of June and July 2022 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the previous month for the March JPA, Green Acres, LLMD, CFD, and the Successor Agency (former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment: 1) Listing of checks disbursed in June and July for the March JPA, Green Acres, LLMD, CFD, and the Successor Agency (former Redevelopment Agency).

Item 8 (4)
Attachment 1

Listing of checks disbursed in June 2022 for
the March JPA, Green Acres, LLMD, CFD,
and the Successor Agency (former
Redevelopment Agency).

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 10:24 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3339	SCHENK	Matthew Schenk	06/07/2022	4,212.20
3340	SCHENK	Matthew Schenk	06/07/2022	39,514.70
11224	ConderJr	Charles Conder Jr.	06/06/2022	300.00
11225	Delgado	Edward Delgado	06/06/2022	200.00
11226	Gutierre	Yxstian Gutierrez	06/06/2022	100.00
11227	VargasM	Michael Vargas	06/06/2022	300.00
Report Total (6 checks):				44,626.90

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:48 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1016665	ABILITY	Ability Counts, Inc.	06/09/2022	1,125.00
1016666	FEDEX	FedEx	06/09/2022	21.19
1016667	Minutema	Minuteman Press	06/09/2022	799.04
1016668	CleanSt	SCA of CA, LLC	06/09/2022	544.28
1016669	SPARKLET	Sparkletts	06/09/2022	24.00
1016670	StaplesA	Staples Business Credit	06/09/2022	1,595.77
1016671	MISSPROP	Mission Property Advisors, Inc.	06/09/2022	8,500.00
1016672	RIVTLMA	TLMA Administration- County Of Riversid	06/09/2022	1,953.32
1016673	SCE4	Southern California Edison	06/09/2022	349.38
1016674	WMWD	Western Municipal Water District	06/09/2022	6,128.90
1016675	Computer	California Computer Options, Inc.	06/09/2022	4,153.10
1016676	SCHENK	Matthew Schenk	06/09/2022	64.35
1016677	WASTEM	WM Corporate Services, Inc.	06/09/2022	703.53
1016678	FRONTIER	Frontier Communications	06/22/2022	85.40
1016679	HDFacil	HD Supply Facilities Maintenance, Ltd.	06/22/2022	253.97
1016680	MGS	M.G.S.	06/22/2022	21.53
1016681	PHILLIPS	Phillips 66-CO./SYNCB	06/22/2022	150.73
1016682	EAGLE	RJ & JJ Enterprise, Inc.	06/22/2022	346.27
1016683	rsg	RSG, Inc.	06/22/2022	1,458.75
1016684	DTS	Daley Technology Systems	06/22/2022	4,250.00
1016685	SCE4	Southern California Edison	06/22/2022	202.33
1016686	GlassFab	Glass Fabrication Inc.	06/22/2022	7,013.50
1016687	William2	Grace Martin	06/22/2022	98.92
1016688	HMConsul	Habib Motlagh	06/22/2022	5,000.00
1016689	Computer	California Computer Options, Inc.	06/22/2022	3,035.86
1016690	HOMEDE	Home Depot Credit Services	06/21/2022	253.97

Report Total (26 checks):

48,133.09

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:50 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017175	Camargo	Cindy Camargo	06/02/2022	228.05
1017176	BESTBE	Best Best & Krieger, LLP	06/06/2022	15,666.55
1017177	ESA	ESA	06/06/2022	6,000.00
1017178	FASTSI	Fast Signs	06/06/2022	6.47
1017179	FEDEX	FedEx	06/06/2022	30.14
1017180	Gold	GLS US	06/06/2022	40.92
1017181	CANONB	Canon Solutions America, Inc.	06/06/2022	899.49
1017182	MVFlower	Moreno Valley Flower Box	06/06/2022	96.98
1017183	JanPro	Commerical Cleaning Solutions, Inc.	06/06/2022	490.00
1017184	UnitedSi	United Site Services	06/06/2022	204.39
1017185	WMWD2	Western Municipal Water District	06/06/2022	71.35
1017186	PAHalfi	PA Halftime Fund	06/06/2022	250.00
1017187	Camargo	Cindy Camargo	06/07/2022	240.50
1017188	ConderJr	Charles Conder Jr.	06/07/2022	240.50
1017189	Delgado	Edward Delgado	06/07/2022	240.50
1017190	Gutierre	Yxstian Gutierrez	06/07/2022	240.50
1017191	Hewitt2	Jeffrey Hewitt	06/07/2022	240.50
1017192	William2	Grace Martin	06/07/2022	240.50
1017193	McCraine	Rodney McCraine	06/07/2022	240.50
1017194	William2	Grace Martin	06/07/2022	422.45
1017195	NINAS	Nina Schumacher	06/07/2022	118.25

Report Total (21 checks):

26,208.54

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:53 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
3008991	ABILITY	Ability Counts, Inc.	06/09/2022	13,500.00
3008992	HDFacil	HD Supply Facilities Maintenance, Ltd.	06/09/2022	1,007.25
3008993	Montg	Montgomery Plumbing	06/09/2022	140.00
3008994	PHILLIPS	Phillips 66-CO./SYNCB	06/09/2022	212.05
3008995	StaplesA	Staples Business Credit	06/09/2022	187.79
3008996	WestCoas	West Coast Arborists, Inc	06/09/2022	330.00
3008997	JMResear	JM Research & Consulting	06/09/2022	3,836.25
3008998	SouthCou	South County Pest Control, Inc.	06/09/2022	189.00
3008999	SCE2	Southern California Edison	06/09/2022	0.35
3009000	WMWD	Western Municipal Water District	06/09/2022	766.12
3009001	Computer	California Computer Options, Inc.	06/09/2022	510.60
3009002	HOMEDE	Home Depot Credit Services	06/09/2022	508.22
3009003	WASTEM	WM Corporate Services, Inc.	06/09/2022	138.96
3009004	UnitedSi	United Site Services	06/09/2022	204.39
3009005	Automate	Automated Gate Services, Inc.	06/21/2022	120.00
3009006	FRONTIER	Frontier Communications	06/21/2022	10.68
3009007	HDFacil	HD Supply Facilities Maintenance, Ltd.	06/21/2022	1,104.09
3009008	SouthCou	South County Pest Control, Inc.	06/21/2022	240.00
3009009	SCE4	Southern California Edison	06/21/2022	649.79
3009010	MiracleM	Lone Wolf Enterprises, Inc.	06/21/2022	2,275.00
3009011	WMWD	Western Municipal Water District	06/21/2022	68,287.33
3009012	Computer	California Computer Options, Inc.	06/21/2022	36.35
3009013	ALPINE	Robert Vernieri	06/21/2022	3,092.00

Report Total (23 checks):

97,346.22

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003400	WMWD2	Western Municipal Water District	06/06/2022	3,988.50
2003401	ABILITY	Ability Counts, Inc.	06/09/2022	5,600.00
2003402	CleanSt	SCA of CA, LLC	06/09/2022	4,104.81
2003403	SCE4	Southern California Edison	06/09/2022	5,945.93
2003404	WMWD	Western Municipal Water District	06/09/2022	383.06
2003405	Computer	California Computer Options, Inc.	06/09/2022	255.30
2003406	FRONTIER	Frontier Communications	06/21/2022	5.34
2003407	SCE4	Southern California Edison	06/21/2022	183.36
2003408	Computer	California Computer Options, Inc.	06/21/2022	18.18
2003409	WMWD2	Western Municipal Water District	06/21/2022	1,689.72
Report Total (10 checks):				22,174.20

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000058	SCE4	Southern California Edison	06/09/2022	221.76
Report Total (1 checks):				221.76

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
1202	ufi	Urban Futures Incorporated	06/21/2022	675.00
Report Total (1 checks):				675.00

Item 8 (4)
Attachment 1

Listing of checks disbursed in July 2022 for
the March JPA, Green Acres, LLMD, CFD,
and the Successor Agency (former
Redevelopment Agency).

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	DPETER1	David Peterson Abatement Services,LLC	07/21/2022	4,620.00
ACH	ConderJr	Charles Conder Jr.	07/28/2022	400.00
ACH	Delgado	Edward Delgado	07/28/2022	100.00
2022	CalPERS	CalPERS	07/20/2022	23,131.20
Report Total (4 checks):				28,251.20

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
1016691	BankofAm	Bank Of America	07/06/2022	12,982.08
1016692	BESTBE	Best Best & Krieger, LLP	07/06/2022	24,557.90
1016693	Gold	GLS US	07/06/2022	106.65
1016694	TRILAK	TRI Lake	07/06/2022	147,278.00
1016695	VRPA	VRPA Technologies, Inc.	07/06/2022	2,423.68
1016696	WILLDANS	Willdan	07/06/2022	30,969.50
1016697	DPETER1	David Peterson Abatement Services,LLC	07/06/2022	4,620.00
1016698	Hewitt2	Jeffrey Hewitt	07/06/2022	700.00
1016699	RivCoNow	Riverside County Works	07/06/2022	500.00
1016700	Rogers	Marita G. Rogers	07/06/2022	200.00
1016701	BankofAm	Bank Of America	07/07/2022	9,097.10
1016702	BESTBE	Best Best & Krieger, LLP	07/07/2022	34,485.05
1016703	FEDEX	FedEx	07/07/2022	52.28
1016704	CANONB	Canon Solutions America, Inc.	07/07/2022	253.32
1016705	RIVTLMA	TLMA Administration- County Of Riversid	07/07/2022	414.53
1016706	SCE4	Southern California Edison	07/07/2022	194.63
1016707	CanonF	Canon Financial Services, Inc.	07/07/2022	871.45
1016708	RIVCTYSH	Riverside County Sheriff Department	07/07/2022	11,850.10
1016709	UnitedSi	United Site Services	07/07/2022	204.39
1016710	WMWD2	Western Municipal Water District	07/07/2022	341.69
1016711	FASTSI	Fast Signs	07/13/2022	788.43
1016712	CleanSt	SCA of CA, LLC	07/13/2022	569.25
1016713	StaplesA	Staples Business Credit	07/13/2022	954.93
1016714	ConderJr	Charles Conder Jr.	07/13/2022	500.00
1016715	Delgado	Edward Delgado	07/13/2022	500.00
1016716	SCE4	Southern California Edison	07/13/2022	349.02
1016717	Gutierre	Yxstian Gutierrez	07/13/2022	500.00
1016718	MVC	MV Cheng & Associates Inc.	07/13/2022	14,000.00
1016719	SBRCFire	San Bernardino & Riverside Counties Fire)	07/13/2022	2,162.50
1016720	WASTEM	WM Corporate Services, Inc.	07/13/2022	925.04
1016721	RIVCTYSH	Riverside County Sheriff Department	07/13/2022	24,000.78
1016722	VargasM	Michael Vargas	07/13/2022	200.00
1016723	ActionSu	Gabriel D. Ybarra	07/13/2022	814.00
1016724	Gold	GLS US	07/19/2022	96.41
1016725	Camargo	Cindy Camargo	07/19/2022	143.56
1016726	William2	Grace Martin	07/19/2022	524.21
1016727	McCraine	Rodney McCraine	07/19/2022	532.50
1016728	HMConsul	Habib Motlagh	07/19/2022	5,000.00
1016729	RIVCTYSH	Riverside County Sheriff Department	07/19/2022	4,962.18
1016730	AutoZone	Auto Zone, Commerical	07/20/2022	118.83
1016731	CALED	CALED	07/20/2022	350.00
1016732	CJLake	CJ Lake, LLC	07/20/2022	9,300.44
1016733	PHILLIPS	Phillips 66-CO./SYNCB	07/20/2022	124.19
1016734	SPARKLET	Sparkletts	07/20/2022	112.32
1016735	Camargo	Cindy Camargo	07/20/2022	671.50
1016736	SCE4	Southern California Edison	07/20/2022	187.26
1016737	Computer	California Computer Options, Inc.	07/20/2022	1,529.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1016738	HOMEDE	Home Depot Credit Services	07/20/2022	156.99
1016739	ABILITY	Ability Counts, Inc.	07/28/2022	1,125.00
1016740	FEDEX	FedEx	07/28/2022	104.04
1016741	FRONTIER	Frontier Communications	07/28/2022	85.40
1016742	RSG	RSG, Inc.	07/28/2022	852.50
1016743	TRILAK	TRI Lake	07/28/2022	1,540.00
1016744	JADTEC	Jadtec Security Services, Inc.	07/28/2022	281.70
1016745	SCE4	Southern California Edison	07/28/2022	172.56
1016746	WMWD	Western Municipal Water District	07/28/2022	6,128.90
1016747	Computer	California Computer Options, Inc.	07/28/2022	2,588.77
1016748	CanonF	Canon Financial Services, Inc.	07/28/2022	871.45
1016749	RIVCTYSH	Riverside County Sheriff Department	07/28/2022	21,742.45
1016750	WMWD2	Western Municipal Water District	07/28/2022	213.54
1016752	Planet	Planetbids, Inc.	07/28/2022	1,090.33
1016753	Hewitt2	Jeffrey Hewitt	07/28/2022	100.00
1016754	BankofAm	Bank Of America	07/29/2022	7,822.36
Report Total (63 checks):				396,895.44

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009014	HDFacil	HD Supply Facilities Maintenance, Ltd.	07/06/2022	388.90
3009015	Montg	Montgomery Plumbing	07/06/2022	1,750.00
3009016	SouthCou	South County Pest Control, Inc.	07/06/2022	472.00
3009017	UnitedSi	United Site Services	07/06/2022	204.38
3009018	PHILLIPS	Phillips 66-CO./SYNCB	07/13/2022	253.20
3009019	CleanSt	SCA of CA, LLC	07/13/2022	499.47
3009020	StaplesA	Staples Business Credit	07/13/2022	112.35
3009021	SouthCou	South County Pest Control, Inc.	07/13/2022	678.00
3009022	HOMEDE	Home Depot Credit Services	07/13/2022	106.41
3009023	WASTEM	WM Corporate Services, Inc.	07/13/2022	898.26
3009024	ALPINE	Robert Vernieri	07/13/2022	477.50
3009025	Raceway2	Raceway Ford	07/27/2022	421.33
3009026	CAAPAS	California Apartment Association	07/27/2022	61.00
3009027	SCE4	Southern California Edison	07/27/2022	677.06
3009028	Compare	Compare Carpets & Hardfloors Inc.	07/27/2022	3,444.85
3009029	WMWD	Western Municipal Water District	07/27/2022	67,467.09
3009030	MARCHUT	March Joint Powers Utility Authority	07/27/2022	19,338.31
3009031	FRONTIER	Frontier Communications	07/28/2022	10.68
3009032	WMWD	Western Municipal Water District	07/28/2022	766.12
3009033	Computer	California Computer Options, Inc.	07/28/2022	318.22
3009034	Planet	Planetbids, Inc.	07/28/2022	1,090.34
Report Total (21 checks):				99,435.47

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003410	PHILLIPS	Phillips 66-CO./SYNCB	07/06/2022	543.27
2003411	Aqua	Aqua Backflow & Chlorination, Inc..	07/07/2022	225.00
2003412	SCE4	Southern California Edison	07/07/2022	213.98
2003413	EWING	Ewing Irrigation Products, Inc.	07/07/2022	142.69
2003414	BRIGHT	BrightView Landscape Services, Inc.	07/07/2022	80,482.34
2003415	WMWD2	Western Municipal Water District	07/07/2022	21,758.54
2003416	SCE4	Southern California Edison	07/07/2022	150.62
2003417	CleanSt	SCA of CA, LLC	07/13/2022	3,434.50
2003418	TRILAK	TRI Lake	07/13/2022	3,080.00
2003419	SCE4	Southern California Edison	07/13/2022	3,077.44
2003420	BRIGHT	BrightView Landscape Services, Inc.	07/13/2022	40,241.17
2003421	WMWD2	Western Municipal Water District	07/13/2022	4,038.03
2003422	PHILLIPS	Phillips 66-CO./SYNCB	07/20/2022	614.35
2003423	TRILAK	TRI Lake	07/20/2022	2,200.00
2003424	Aqua	Aqua Backflow & Chlorination, Inc..	07/20/2022	162.07
2003425	SCE4	Southern California Edison	07/20/2022	2,958.95
2003426	SoCANews	Southern California News Group	07/20/2022	455.73
2003427	WMWD2	Western Municipal Water District	07/20/2022	1,169.61
2003428	FRONTIER	Frontier Communications	07/28/2022	5.34
2003429	SouthCou	South County Pest Control, Inc.	07/28/2022	160.00
2003430	SCE4	Southern California Edison	07/28/2022	397.34
2003431	WMWD	Western Municipal Water District	07/28/2022	383.06
2003432	Computer	California Computer Options, Inc.	07/28/2022	159.11
2003433	WMWD2	Western Municipal Water District	07/28/2022	9,978.49
2003434	WMWD2	Western Municipal Water District	07/28/2022	13,558.24
2003435	Planet	Planetbids, Inc.	07/28/2022	1,090.34
Report Total (26 checks):				190,680.21

Accounts Payable

Checks by Date - Summary by Check Number

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Riverside, CA 92518
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000059	SCE4	Southern California Edison	07/13/2022	221.54
Report Total (1 checks):				221.54

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
23001	SABONDS	Computershare Corporate Trust	07/27/2022	1,515,032.06
Report Total (1 checks):				1,515,032.06

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (5)

Meeting Date: August 24, 2022

Actions: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MISSION PROPERTY ADVISORS, INC. FOR AN APPRAISAL OF THE GREEN ACRES COMMUNITY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with Mission Property Advisors, Inc. for an appraisal on Green Acres community and authorize the Executive Director to execute the Agreement.

Background:

On April 13, 2022, the March Joint Powers Commission approved the circulation of a Letter of Interest for the sale of Parcel K-6, Green Acres (“the property”). The LOI was shared with various parties that included non-profit organizations, private and public entities. Conditions in the letter included the sale of land at fair market value. JPA staff has received several inquiries on the property and one formal proposal submittal. In preparing for formal negotiations on the property, a fair market value assessment would be necessary.

After a 30-day process of seeking qualified professionals to complete the required appraisal for Green Acres, staff received two proposals. Of the two proposals, Mission Property Advisors, Inc. submitted the most complete and qualified bid that meets the JPA’s criteria. Staff recommends approval of a Professional Services Agreement with Mission Property Advisors, Inc. and authorization of the Executive Director to sign the agreement.

Attachment: Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH
MISSION PROPERTY ADVISORS, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of August, 2022, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 14205 Meridian Parkway, Suite #140, Riverside, County of Riverside, State of California ("Authority") and Mission Property Advisors, Inc., a State of California Corporation, with its principal place of business at 231 East Alessandro Boulevard, Riverside, California 92508 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services to public clients, is licensed in the State of California, and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for Authority Sunset Planning Phase II project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 10, 2022 to November 30, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Steven R. Fontes, MAI, CCIM.

3.2.5 Authority's Representative. The Authority hereby designates Executive Director, Dr. Grace Martin, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Executive Director shall be authorized to act on Authority's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Consultant, Steven R. Fontes, MAI, CCIM, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and

other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Authority to add the following provisions to the insurance policies:

(A) Commercial General Liability (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(C) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Eight Thousand dollars and no cents (\$38,000) without written approval of the Commission or Executive Director as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Authority a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Authority shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the Authority disputes any of Consultant's fees, the Authority shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority, or included in Exhibit A of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Authority.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3)

years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Mission Property Advisors, Inc.
231 E. Alessandro Boulevard, Suite 616
Riverside, CA 92508
ATTN: Mr. Steven R. Fontes, MAI, CCIM, Consultant
(951) 656-1100

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite #140
Riverside, CA 92518
ATTN: Dr. Grace Martin, Executive Director
(951) 656-7000

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify,

reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Authority.

3.5.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person

or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of Services hereunder.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Authority's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND MISSION PROPERTY ADVISORS, INC.**

MARCH JOINT POWERS AUTHORITY

MISSION PROPERTY ADVISORS, INC.

By: _____
Grace I. Martin, DPPA
Executive Director

By: _____
Steven R. Fontes, MAI, CCIM
Consultant

Attest:

Authority Clerk

Approved as to Form:

Thomas A. Rice
Best Best & Krieger LLP
General Counsel

JPC Approval 082422 item 8.5.

EXHIBIT "A"
SCOPE OF SERVICES

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

SERVICE TYPE Appraisal Assignment

DATE OF AGREEMENT August 15, 2022

PARTIES TO AGREEMENT

Client Dr. Grace I. Martin, DPPD, Executive Director
Client Company March Joint Powers Authority
Address 14205 Meridian Parkway, Suite 140
City, State, Zip Riverside, CA 92518
Office (951) 656-7000
Email martin@marchjpa.com

Appraiser Steven R. Fontes, MAI, CCIM
Appraiser Company Mission Property Advisors, Inc.
Address 231 E. Alessandro Boulevard #616
City, State, Zip Riverside, CA 92508
Phone (951) 656-1100 ext. 1
Mobile (951) 640-5616
eFax (951) 848-9300
E-mail Steven@MissionPropertyAdvisors.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

SUBJECT PROPERTY IDENTIFICATION

Green Acres site known as K-6
Riverside, CA 92518

PROPERTY TYPE

The subject property comprises 110 historically designated homes that are all rented on a 52.72-acre parcel of land.

INTEREST TO BE VALUED

Leased Fee

INTENDED USERS¹

Client

¹ No other users are intended by the Appraiser. The Appraiser will consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

The client will reportedly use the report to assist in a possible sale.

TYPE OF VALUE

Market Value

DATE OF VALUE

Current

The term **Hypothetical Condition²** is defined as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None

The term **Extraordinary Assumption³** is defined as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

The subject will be appraised assuming it is not impacted by any hazardous materials or conditions. The appraiser is not qualified or trained to detect such substances, materials, or conditions, nor is the appraiser contracting to provide this service.

The use of Hypothetical Conditions and/or Extraordinary Assumptions may affect assignment results.

APPLICABLE REQUIREMENTS

The Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of © The Appraisal Foundation.

² The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020-2021 Edition (Washington, DC: The Appraisal Foundation, 2020).

³ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020-2021 Edition (Washington, DC: The Appraisal Foundation, 2020).

ANTICIPATED SCOPE OF WORK

Site Visit

The appraiser will conduct a site visit.

Valuation Approaches

Appraiser will use all applicable approaches necessary to develop a credible bulk opinion of value.

APPRAISAL REPORT

Report Option and Format

A narrative Appraisal Report will be provided.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

Brittney Escandon, Property Manager (951) 656-7000

DELIVERY DATE

An appraisal report will be delivered within 30 - 45 days from the date a signed contract is received.

REPORT COPIES

A PDF copy will be provided via email.

PAYMENT TO APPRAISER

\$55,000. **Please make check payable to Mission Property Advisors, Inc.**

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Client shall be assessed a late charge of 10% of the unpaid balance per month until paid in full. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Client. Client shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal.

OWNERSHIP OF WORK PRODUCT

The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified in this Agreement who shall be advised in writing of Appraiser's rights under this Agreement prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by Appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the Appraisal Report prepared pursuant to this Agreement shall be vested in Appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of Appraiser's rights under this Agreement prior to receipt of such Appraisal Report.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance, or common law.

DOCUMENTATION REQUESTED BY APPRAISER, as applicable and/or available

Appraiser will need the following items to complete the appraisal. Appraiser prefers to receive these items in PDF format, but hard copies are acceptable. Appraiser understands that certain items will simply not be available. If that is the case, please advise.

1. Exhibit identified Parcel K-6 – already provided
2. General Plan map – already provided
3. Zoning map – already provided
4. Legal description – already provided
5. Current rent roll – already provided
6. Floor plans – already provided
7. Historic registry documentation – already provided
8. MOU for Preservation & Disposition of Historic Properties – already provided
9. 3 years of income and expense statements for rental property – Brittney to provide
10. Preliminary title report – if available

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing. At the point of cancellation, Appraiser will estimate the percentage complete and bill Client accordingly (which will not be less than the retainer amount). Payment must be made to Appraiser within 30 calendar days of Client's receipt of the invoice (either by email or US mail, whichever is earlier).

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Appraiser's assignment pursuant to this Agreement shall include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. In the event that Appraiser is subpoenaed to testify as either a percipient witness or an expert witness, Client shall be responsible for payment to Appraiser for testimony time, including preparation and travel to and from the place

of testimony. Appraiser's hourly rate for these additional services are \$500 per hour, with a 4-hour minimum per day, plus travel time to and from the venue for deposition(s) and/or trial.

A separate Rate Sheet document will be provided to the client. It is incorporated by reference into this contract. It outlines additional fees that the client will be responsible for should the appraisal be used in a litigation context or should the appraiser be called to testify about the property or the appraisal as an expert witness.

APPRAISER LIABILITY

Appraiser will provide professional valuation services pursuant to the terms and conditions of this contract for the agreed upon fee as noted. Unless Appraiser is found by a court of law to be 1) professionally negligent or 2) to have committed fraud relating to the services outlined in this contract, Appraiser's liability to Client for any *actual* financial loss or *claim* of financial loss arising from Appraiser performing the duties outlined in this contract shall be limited to the total fee collected by Appraiser from Client.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinions of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinions of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 21 calendar days of the Date of Agreement specified.

SERVICES PERFORMED WITHIN PRIOR THREE YEARS

I have not performed any services regarding the subject property within the prior three (3) years as an Appraiser or in any other capacity.

GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of CA in which Appraiser's principal place of business is located, exclusive of choice of law rules.

By Appraiser:



Steven R. Fontes, MAI, CCIM
Printed name

August 15, 2022
Date

By Client:

Dated: _____



MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (6)

Meeting Date: August 24, 2022

Action: **APPROVE RESOLUTION #JPA 22-14 ADOPTING AND ACCEPTING A PURCHASE AND SALE AGREEMENT FOR THREE PARCELS WITHIN THE MERIDIAN BUSINESS PARK AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE DOCUMENTS**

Motion: Approve Resolution #JPA 22-14 adopting and accepting a Purchase and Sale Agreement for three parcels within the Meridian Business Park and authorize the Executive Director to execute the documents.

Background:

Meridian Park, LLC (“Meridian Park”) is the owner of real property located within the Meridian Business Park, consisting of the following three (3) parcels: (i) approximately 0.985 acres of land, commonly known as Lot 3 of Tract No. 37107 (APN: 297-100-085), (ii) approximately 8.010 acres of land, commonly known as Lot 7 of Tract No. 30857-9 (APN: 294-680-001), and (iii) approximately 3.071 acres of land, commonly known as Lot 14 of Tract No. 30857-9 (APN: 294-690-003) (collectively referred to as the “Property”).

March Joint Powers Authority (“Authority”) staff has been in discussions with Meridian Park for the transfer of aforementioned properties from Meridian Park to the Authority for a nominal sum of one dollar (\$1). The property transfer also includes access easements on adjacent parcels as well as a stormwater drainage easement and as a part of the transfer package, Meridian Park has agreed to provide funding for the short-term maintenance of the Property.

Staff recommends approval of Resolution #JPA 22-14, adopting and accepting a Purchase and Sale Agreement for three parcels within the Meridian Business Park and authorize the Executive Director to execute the documents.

Attachment: 1) Resolution #JPA 22-14

RESOLUTION #JPA 22-14

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AUTHORIZING APPROVAL OF THE PURCHASE AND SALE AGREEMENT RELATED TO THE PROPERTY OWNED BY MERIDIAN PARK, LLC, ACCEPTING THE PROPERTY VIA CERTIFICATE OF ACCEPTANCE, AND TAKING RELATED ACTIONS

WHEREAS, Meridian Park, LLC (“Meridian Park”) is the owner of certain real property located within an unincorporated area of the County of Riverside, State of California, consisting of the following three (3) parcels: (i) approximately 0.985 acres of land, commonly known as Lot 3 of Tract No. 37107 (APN: 297-100-085), (ii) approximately 8.010 acres of land, commonly known as Lot 7 of Tract No. 30857-9 (APN: 294-680-001), and (iii) approximately 3.071 acres of land, commonly known as Lot 14 of Tract No. 30857-9 (APN: 294-690-003) (collectively referred to as the “Property”); and

WHEREAS, the March Joint Powers Authority (“Authority”) has been in discussions with Meridian Park for the transfer the Property from Meridian Park to the Authority for a nominal sum of one dollar (\$1); and

WHEREAS, it is the intent of the Authority to utilized the Property for open space purposes; and

WHEREAS, the property transfer also includes access easements on adjacent parcels as well as a stormwater drainage easement; and

WHEREAS, as a part of the transfer package, Meridian Park has agreed to provide funding for the short-term maintenance of the Property; and

WHEREAS, the March Joint Powers Commission has determined that the receipt of the Property is in the best interests of the Authority.

NOW, THEREFORE, THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY RESOLVES AS FOLLOWS:

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority this 10th day of August, 2022.

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

SECTION 2. Authorization. The March Joint Powers Commission hereby approves the transfer of the Property pursuant to the terms set forth in that certain Purchase and Sale Agreement, attached hereto as Exhibit “A”. The Executive Director is hereby authorized to execute the Purchase and Sale Agreement and to take all other actions necessary to accomplish the purpose of this Resolution.

SECTION 3. CEQA. The March Joint Powers Commission determines that this Resolution and the actions authorized hereunder are not subject to environmental review under the California Environmental Quality Act (“CEQA”). Specifically, the Resolution does not authorize or approve any development or construction projects, but is limited to a mere transfer of title. Thus, it can be seen with certainty that the Resolution will not result in any direct or reasonably foreseeable indirect environmental impacts. The approval of this Resolution, therefore, is not a CEQA “project” within the meaning of State CEQA Guidelines Section 1537, which might otherwise be subject to environmental review. Alternatively, the approval of this Resolution is exempt from environmental review, pursuant to the common-sense exemption codified at State CEQA Guidelines Section 15061 (c) (3).

SECTION 4. Effective Date. This Resolution shall be effective immediately after its adoption.

Jeffrey Hewitt, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution #JPA 22-14 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 24, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 24, 2022

Cindy Camargo, Clerk
March Joint Powers Commission

EXHIBIT A
PURCHASE AND SALE AGREEMENT
[ATTACHED]

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

**MERIDIAN PARK, LLC,
a Delaware limited liability company**

AS SELLER

AND

**MARCH JOINT POWERS AUTHORITY,
a California joint powers authority**

AS BUYER

RELATING TO

**Lot 3 of Tract No. 37107 (APN: 297-100-085)
Lot 7 of Tract No. 30857-9 (APN: 294-680-001)
Lot 14 of Tract No. 30857-9 (APN: 294-690-003)**

Riverside County, CA

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into this ___ day of _____, 2022, by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority ("**Buyer**") and MERIDIAN PARK, LLC, a Delaware limited liability company ("**Seller**"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Property:** Seller is the owner of certain real property located in an unincorporated area of the County of Riverside, State of California, consisting of the following three (3) parcels: (i) approximately 0.985 acres of land, commonly known as Lot 3 of Tract No. 37107 (APN: 297-100-085) ("**Lot 3 of Tract No. 37107**"), (ii) approximately 8.010 acres of land, commonly known as Lot 7 of Tract No. 30857-9 (APN: 294-680-001) ("**Lot 7 of Tract No. 30857-9**"), and (iii) approximately 3.071 acres of land, commonly known as Lot 14 of Tract No. 30857-9 (APN: 294-680-001) ("**Lot 14 of Tract No. 30857-9**"), as more particularly described in Exhibit "A", attached hereto and incorporated herein. Lot 3 of Tract No. 37107, Lot 7 of Tract No. 30857-9 and Lot 14 of Tract No. 30857-9 shall be collectively referred to herein as the "**Property**";

(c) **Purchase Price:** The Purchase Price for the Property is One Dollar (\$1.00);

(d) **Escrow Holder:** Ticor Title Company of California at the address set forth in subparagraph (h) below. The escrow has been assigned to Kim Hernandez as the Escrow Officer;

(e) **Title Company:** Tico Title Company of California at the address set forth in subparagraph (h) below. David Noble is assigned as the Title Officer;

(f) **Closing and Close of Escrow:** Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the Official Records of the County of Riverside ("**Official Records**");

(g) **Closing Date:** The Closing Date shall be _____ (__) days following the expiration of the Contingency Period;

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(h) **Notices:** Will be sent as follows:

If to Seller:

Lewis Management
Attn: Timothy Reeves,
Vice President Retail Project Development
1156 N. Mountain Avenue
Upland, California 91786
Telephone: (909) 579-1294 Direct/Fax
Mobile: (909) 581-2609
Email: timothy.reeves@lewismc.com

With a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attn: Drew M. Emmel, Esq.
1900 Main Street, Fifth Floor
Irvine, CA 92614-7321
Telephone: (949) 854-5433
E-mail: demmel@allenmatkins.com

If to Buyer:

March Joint Powers Authority
Attn: Grace Martin
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Telephone: (951) 656-7000
Email: martin@marchjpa.com

With a copy to:

Best Best & Krieger
Attn: Thomas Rice
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Telephone: (909) 989-8584
E-mail: thomas.rice@bbk.com

If to Escrow Holder:

Escrow Holder:
Ticor Title Company of California
Attn: Kim Hernandez
1500 Qual Street, 3rd Floor
Newport Beach, CA 92660
Telephone: (949) 289-3327
Email: kdhernandez@ticortitle.com

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Title Company:

Ticor Title Company of California
Attn: David Noble
1500 Qual Street
Newport Beach, CA 92660
Telephone: (714) 289-3379
Email: david.noble@ticoretite.com

- (i) **Exhibits:**
Exhibit "A" - Legal Description of the Property
Exhibit "B" - Form of Grant Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property is One Dollar (\$1.00) and will be paid as follows:

No later than two (2) business days prior to the Close of Escrow, Buyer shall deposit into Escrow an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at Closing and any overages including the interest shall be returned to Buyer at the Close of Escrow.

In addition, Seller shall deposit into Escrow on or prior to the Close of Escrow an amount equal to _____ in the form of a wire transfer or other immediately available funds, which amount represents the payment of landscape assessments [LLMD #1] for three (3) years following the Close of Escrow ("**Landscape Assessment Payment**"). Other than the Landscape Assessment Payment, Seller shall have no obligation to pay off the remaining principal amount or make any other additional payments of any improvement assessment liens or other similar assessments which encumber the Property. The assessment liens for the current payable period shall be prorated in accordance with Paragraph 12.1.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within two (2) days after the Effective Date by delivering to Escrow Holder a fully executed original or originally executed counterparts of this Agreement, or an email with a fully executed copy of this Agreement attached as a PDF file. Buyer and Seller agree to execute any additional instructions, reasonably required by Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A grant deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**"), duly executed by Seller; and

(c) The Landscape Assessment Payment in accordance with Paragraph 3 above.

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Certificate of Acceptance, in the form attached to the Grant Deed, duly executed and acknowledged by Buyer;

(b) The Purchase Price in accordance with Paragraph 3 above; and

(c) The amount due Seller and any third parties, if any, after (i) Seller's payment of its costs and expenses in accordance with Paragraph 11 below, and (ii) the prorations are computed in accordance with Paragraph 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and are reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title.** At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer by Seller pursuant to the Grant Deed, subject only to the Permitted Exceptions (as defined in Paragraph 7.1(b)).

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer acknowledges that prior to the Effective Date it has obtained a preliminary title report dated _____, 2022 (Title No. _____) ("**Title Report**"), for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Title Report.

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(b) Permitted Exceptions. Thirty (30) days after the Effective Date ("Title Review Period"), Buyer shall notify Seller in writing (the "Buyer's Title Notice") of those exceptions indicated on the Title Report that Buyer approves and those exceptions that Buyer disapproves. If Buyer fails to deliver Buyer's Title Notice to Seller within the Title Review Period identifying any exceptions indicated on the Title Report disapproved by Buyer, then all such items shall be deemed approved by Buyer. The following shall constitute permitted exceptions in connection with the issuance of the Title Policy (as defined in Paragraph 10): (i) Any exceptions indicated on the Title Report and approved (or deemed approved) by Buyer; (ii) the Title Company's standard printed exceptions and exclusions common to the subject type of title policy; (iii) real estate taxes and assessments, both general and special, which are not delinquent as of the Closing Date; (iv) matters ascertainable by a reasonable inspection and survey of the Property; (v) matters affecting the condition of title created by or with the consent of Buyer or as a result of Buyer's (or any party on behalf of Buyer) acts or omissions, (vi) matters affecting the condition of title to the Property created by or with the written consent of Buyer, and (vii) the Easements pursuant to Paragraph 7.2(c) below (collectively, "Permitted Exceptions"). If Buyer timely notifies Seller of its disapproval of any exceptions indicated on the Title Report ("Disapproved Exceptions"), then Seller shall have five (5) calendar days after receipt of such Buyer's Title Notice to advise Buyer in writing of any such Disapproved Exceptions which Seller is unable or unwilling to remove at the Close of Escrow (other than the lien of deeds of trust created by Seller, which Seller shall be required to remove at the Close of Escrow) ("Seller's Title Response"). If Seller fails to deliver a written Seller's Title Response within said five (5) calendar days, then Seller shall be deemed to have provided Buyer with a Seller's Title Response that notifies Buyer that Seller is unable or unwilling to remove the Disapproved Exceptions by the Close of Escrow. If Seller's Title Response indicates (or is deemed to indicate) that there are Disapproved Exceptions that Seller is unable or unwilling to remove at the Closing, then, within five (5) calendar days after the date of Buyer's Title Notice, Buyer shall either terminate this Agreement by written notice to Seller and Escrow Holder or waive Buyer's objections to such Disapproved Exceptions. If Buyer fails to timely terminate this Agreement, then Buyer shall be deemed to have waived its objections to the Disapproved Exceptions.

(c) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy (as defined in Paragraph 10) to Buyer with only the Permitted Exceptions.

(d) Delivery of Information. Within five (5) days after the Effective Date, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), past hazardous material studies, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information, which Seller has in its possession relating to the Property, except as specifically set forth herein. Seller makes no representations and warranties regarding the accuracy, completeness or contents of such items. Buyer acknowledges and understands that all such materials made available by Seller are only for Buyer's convenience in making its own examination and determination prior to the expiration of the Contingency Period as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent investigation and evaluation of every aspect of the Property and not on any materials made available by Seller. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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(e) Easements. Seller shall have obtained the Easements in a form reasonably acceptable to Buyer which shall be executed, acknowledged and either recorded or delivered into Escrow for recordation at Closing, at Seller's sole cost and expense.

The conditions set forth in this Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraph 5.1 and 5.3 above and Buyer's removal or waiver of the items described in this Paragraph 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing Date, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

(c) Seller and Buyer acknowledge and agree that MP Core Investor LLC, a Delaware limited liability company ("**MP Core Investor**") and the owner of real property located adjacent to Lot 3 of Tract No. 37107, will require an access easement ("**Access Easement**") and an easement for storm drainage purposes ("**Storm Drain Easement**", together with the Access Easement, collectively, the "**Easements**") over a portion of Lot 3 of Tract No. 37107. Seller agrees that Seller shall use commercially reasonable efforts, at its sole cost and expense, to (i) negotiate an access easement and a storm drain easement with MP Core Investor during the Contingency Period in forms reasonably acceptable to Buyer which will be fully executed and recorded against Lot 3 of Tract No. 37107 on or prior to the Close of Escrow.

The conditions set forth in this Paragraph 7.2 are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until the expiration of the Contingency Period (as defined in Paragraph 8.1) to approve or disprove the condition of the Property. During the Contingency Period Buyer may cancel Escrow for any reason whatsoever, by providing written notice to Seller and Escrow Holder of its intention to cancel said Escrow.

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8. Due Diligence by Buyer.

8.1 Matters To Be Reviewed. Within thirty (30) days after the Effective Date ("Contingency Period"), Buyer must complete its due diligence investigation of and approve each of the following matters:

(a) The physical condition of the Property, including without limitation, any structural components, mechanical system, electrical system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and compliance with all applicable laws, including any laws relating to hazardous and toxic materials;

(b) Seller's compliance with all applicable government ordinances, rules and regulations, including, but not limited to, zoning and building regulations; and

(c) The status of all licenses, permits and other governmental approvals and/or authorizations relating to the Property.

8.2 Material New and Adverse Matters. If Buyer discovers any new material and adverse matter prior to Close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow; or

(b) Not reasonably discoverable prior to the Effective Date and that material and adverse matter is one which:

(i) is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2; and

(ii) such new material and adverse matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose,

then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within ten (10) days of Buyer's obtaining knowledge of such new material and adverse matter.

However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) days following Seller's receipt of Buyer's notice, to correct the new material and adverse matter prior to the Close of Escrow. If Seller elects to correct the new material and adverse matter, Seller will be entitled to extend the Close of Escrow for not more than thirty (30) days in order to correct the new material and adverse matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new material and adverse matter by the Closing Date as extended, Buyer may terminate this Agreement.

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8.3 Seller's Disclaimer. EXCEPT FOR SELLER'S REPRESENTATIONS IN PARAGRAPH 16 BELOW, SELLER MAKES NO REPRESENTATIONS, GUARANTEES, PROMISES, ASSURANCES, OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, OR ANY ASPECT, PORTION OR COMPONENT THEREOF, WHETHER AS TO: ITS CONDITION, NATURE OR QUALITY, INCLUDING, BUT NOT LIMITED TO, THE QUALITY OF THE SOILS ON AND UNDER THE PROPERTY.

As of the Close of Escrow, Buyer hereby fully and irrevocably releases Seller from any and all claims that Buyer may have or thereafter acquire against Seller for any cost, loss, liability, damage, expense, demand, action or cause of action ("**Claims**") arising from or related to any matter of any nature relating to, the Property including, without limitation, the physical condition of the Property, any latent or patent defects, errors or omissions, compliance with law matters, Hazardous Substances and other environmental matters within, under or upon, or in the vicinity of the Property, including, without limitation, any Environmental Laws. The foregoing release by Buyer shall include, without limitation, any Claims Buyer may have pursuant to any statutory or common law right Buyer may have to receive disclosures from Seller, including, without limitation, any disclosures as to the Property's location within areas designated as subject to flooding, fire, seismic or earthquake risks by any federal, state or local entity, the presence of Hazardous Substances on or beneath the Property, the need to obtain flood insurance, and/or the advisability of obtaining title insurance, or any other condition or circumstance affecting the Property, its financial viability, use or operation, or any portion thereof. This release includes Claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer's release of Seller. In connection with the general release set forth in this Paragraph 8.3, Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Buyer's Initials

8.4 Condition & Delivery of Premises. The Property will be purchased subject to the conditions set forth in this Agreement, with fee title delivered by Seller.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, Buyer will cause the Title Company to issue a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions and the standard printed exceptions and conditions ("**Title Policy**"). If Buyer elects to obtain any endorsements or an ALTA extended coverage owner's policy, the additional premium and costs of the policy, survey for the ALTA extended policy and the cost of any endorsements will be at

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Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit with or provide to Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay only:

- (a) All costs associated with removing any debt or liens encumbering the Property;
- (b) All costs associated with Seller's attorneys' fees;
- (c) Seller's pro-rated unpaid property taxes and assessments that accrued prior to the Close of Escrow (and Buyer shall reimburse Seller for any taxes and assessments paid by Seller which may be refunded to Buyer in accordance with the terms of Paragraph 12 below); and
- (d) ½ Escrow Fees

11.2 Buyer will pay:

- (a) All costs associated with Buyer's attorneys' fees;
- (b) ½ Escrow's fees;
- (c) All recording fees;
- (d) Any other closing costs; and
- (e) All costs of title insurance.

12. **Prorations.**

12.1 Tax Exempt Agency. The Parties hereto acknowledge Buyer is a public entity and exempt from payment of any real property taxes and assessments. There will be no proration of taxes or assessments through Escrow except to the extent that Seller has paid any real property taxes or assessments prior to the Close of Escrow that are attributable to any period of time after the Close of Escrow. Seller will be responsible for payment of any real property taxes and assessments due prior to Close of Escrow. In the event any real property taxes and assessments are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due to Seller at the Close of Escrow. Seller understands that the County Tax Collector will not accept partial payment of an installment of the real property taxes and assessments due at Close of Escrow. At Close of Escrow, Buyer will file any necessary documentation with the County Tax Collector for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector outside of Escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a

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final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Closing Date are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period prior to the Close of Escrow, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to hold title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the Closing Date based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

13. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. On or before three (3) business days prior to the Close of Escrow, Escrow Holder shall notify Buyer and Seller of amounts due to close the Escrow. Such funds will be deposited by Buyer and Seller upon notice by Escrow Holder. Funds shall be applied by Escrow Holder based upon Paragraphs 11 and 12 of this Agreement.

13.2 Recording. Escrow Holder shall cause the Easements (if the same have not previously been recorded) and the Grant Deed to be recorded in the Official Records and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Escrow Holder shall direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Escrow Holder shall deliver (a) to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller, (b) to Seller any other documents (or copies thereof) deposited into Escrow by Buyer, (c) to Buyer and Seller a complete final closing packet including all fully executed documents and recorded documents, and (d) to Buyer and Seller a final settlement statement.

14. **Joint Representations and Warranties.** In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

14.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

14.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

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14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except for the Permitted Exceptions and those which are approved by Buyer in accordance with Paragraph 7 above.

15. Indemnification.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer and its directors, officers, employees, agents and representatives harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits, arising solely from any misrepresentation or breach of warranty by Seller set forth in Paragraph 14 above.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller, Seller's parent company, and their respective officers, directors, employees, members, agents, representatives and their successors and assigns harmless for, from, and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes or action and suit or suits arising solely from any misrepresentation or breach of warranty by Buyer set forth in Paragraph 14 above.

16. Hazardous Substances.

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "**Environmental Law**" means any law, statute, ordinance or regulation, whether local, administrative, or federal, or any covenant, permit, decree, license, deed restriction, or order pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "**Hazardous Substances**" and "**Environmental Claims**". The term "**Hazardous Substances**" shall mean all substances, materials, wastes and emissions that are or become regulated as hazardous or toxic under any applicable Environmental Law, as amended, and the regulations promulgated thereunder. The term "**Environmental Claim**"

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means any claim, action, cause of action, or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the manufacture, treatment, processing, distribution, use, transport, handling, deposit, storage, disposal, leaking or other presence, or release into the environment of any Hazardous Substances in, at, on, under, from or about the Property, or (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Laws; and

(c) **"Environmental Audit"** means an environmental audit, review or testing of the Property performed by Buyer, or any third party or consultant engaged by Buyer to conduct such study, pursuant to Paragraph 16.4.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Paragraph 16.2, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Paragraph 16.2, that **"Seller's Actual Knowledge"** shall mean the current, personal and actual knowledge, without duty of inquiry or independent investigation, of Timothy Reeves, and with no constructive or imputed knowledge. Seller represents that this is the current individual employee of Seller who has the most familiarity with the matters represented by Seller in this Agreement as to Seller's Actual Knowledge; Buyer acknowledges, however, that the above-named individual is not personally liable for matters within Seller's Actual Knowledge, but is merely the person whose knowledge is attributable to Seller.

With the foregoing limitations, to Seller's Actual Knowledge, Seller represents and warrants to Buyer on and as of the Effective Date and as of the Closing Date, there is no Environmental Claim pending or threatened with regard to the Property.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. With Seller's prior written consent, Buyer may order, at its sole cost and expense, an Environmental Audit within the Contingency Period and may terminate this transaction if Buyer provides written notification to Seller prior to the expiration of the Contingency Period that it has identified problems, in its sole and subjective judgment, that would preclude continuing with this transaction.

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(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions.

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit.

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's, representative's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing in this Paragraph 16.4. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer. Prior to any entry upon the Property by Buyer or Buyer's authorized agents or representatives, Buyer shall deliver to Seller an original endorsement to Buyer's, or such authorized agent's or representative's commercial general liability insurance policy which evidences that Buyer is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Seller, covering the activities of Buyer, and Buyer's authorized agents or representatives on or upon the Property. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Two Million Dollars (\$2,000,000), shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, and shall contain a full waiver of subrogation clause.

17. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery, or (iv) sent by email transmission. All notices sent by mail will be deemed received three (3) days after the date of mailing; all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier); and all notices sent by email transmission shall be deemed received when sent (provided that a successful transmission report is received).

18. **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, including the transmission of counterparts via electronic means without the need to send hard copies, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if the Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this

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Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the Parties and may not be modified except by an instrument in writing signed by the party to be charged.

18.6 Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

18.7 Governing Law. The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Paragraphs 14, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow for six (6) months.

18.10 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.11 Broker's Fees. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge

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is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then as a covenant which shall survive the termination of this Agreement or the Close of Escrow, Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

[Signature Provisions on the Following Pages]

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THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year signed by Buyer.

BUYER:

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____
Name: Grace I. Martin, DPPD
Its: Executive Director

ATTEST:

By: _____
Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Agency Counsel

[Seller's Signature on the Following Page]

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SELLER:

MERIDIAN PARK, LLC,
a Delaware limited liability company

By: Meridian Park Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: WPG Meridian Park, LLC,
a California limited liability company,
its Managing Member

By: Waypoint Property Group,
a Delaware limited liability company,
its Managing Member

By: _____
Name: _____
Title: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

LOT 3 OF TRACT NO. 37107:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 3 OF TRACT NO. 37107, AS PER MAP FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 7 OF TRACT 30857-9:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 7 OF TRACT NO. 30857-9, AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 14 OF TRACT 30857-9:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 14 OF TRACT NO. 30857-9, AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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Exhibit A

Lot 3 of Tract No. 37107

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 3 OF TRACT NO. 37107 AS PER MAP FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 0.985 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



JAKE W. LAPPERT 5/11/2022
PLS 9303 DATE



L:\2017\17-300 Lewis Meridian West Campus\Exh\Legal Description for TR 37107 Lot 3\17-300exh101 Lot 3 Legal.dwg, May 11, 2022 - 12:11pm

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

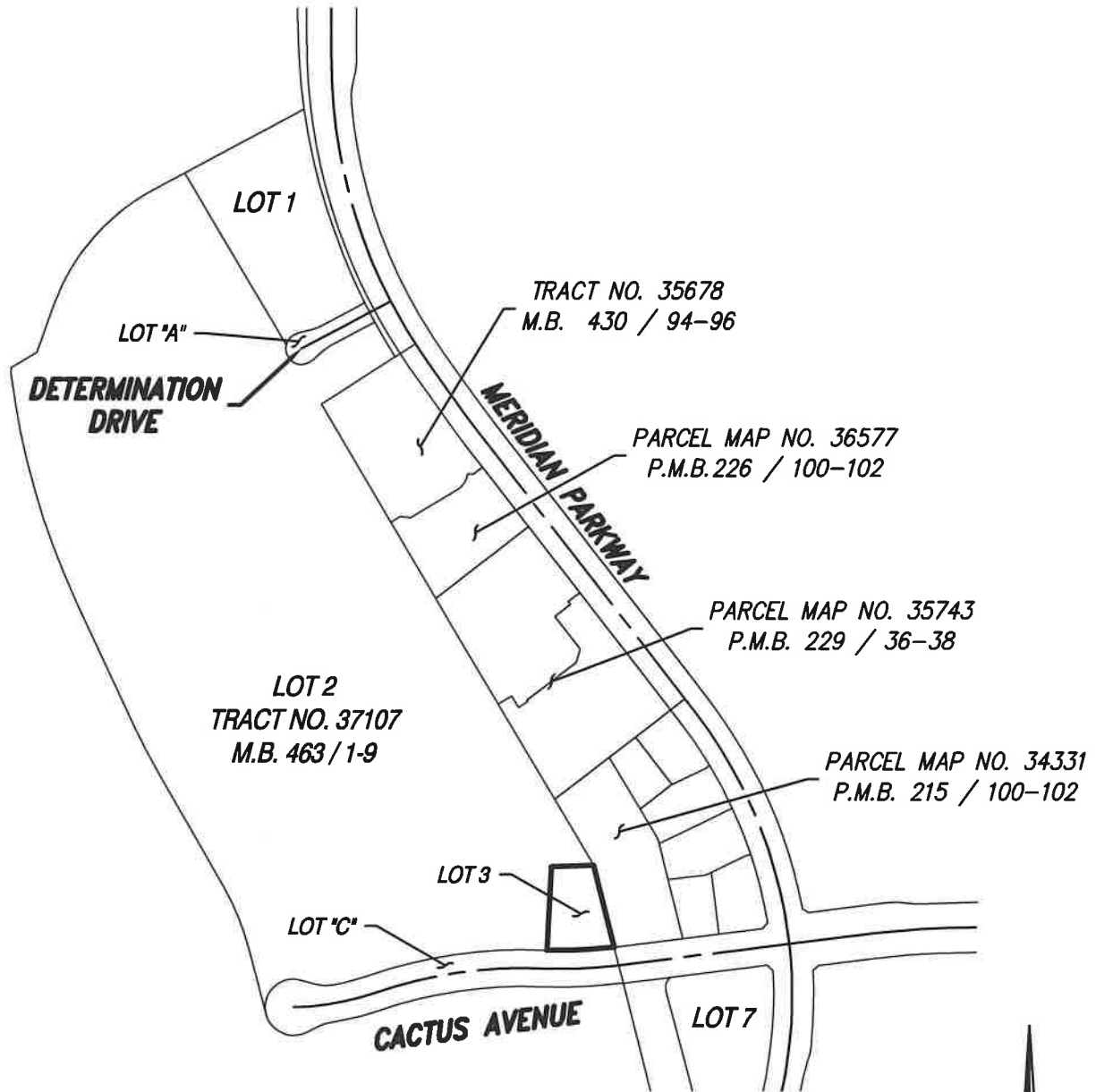
 **DLORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

8 (6) 147

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- DESCRIPTION AREA - 0.985AC±
- UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
- - - - CENTERLINE



SCALE: 1"=500'
SHEET 1 OF 1

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

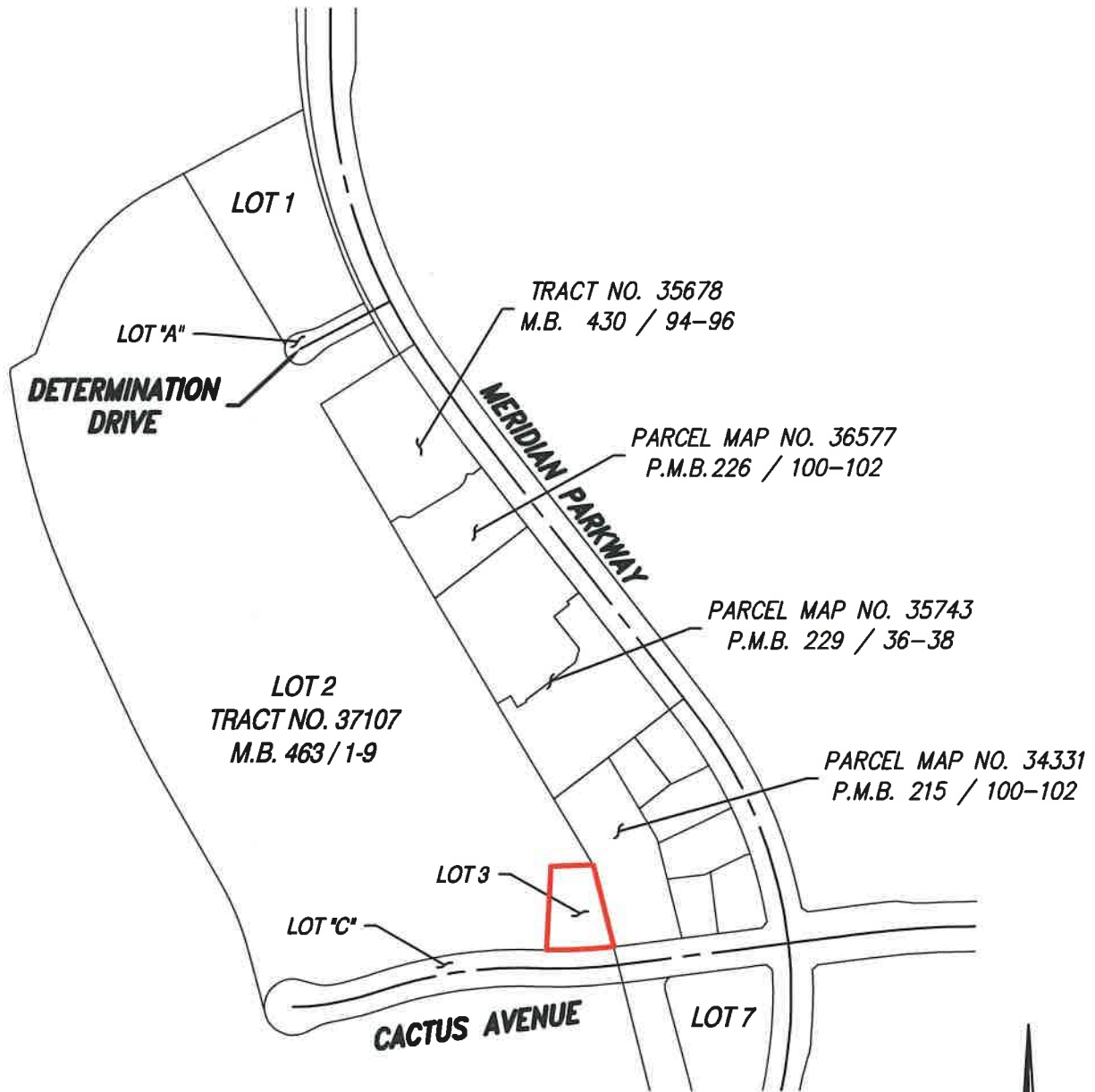
JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

8 (6) 148

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- DESCRIPTION AREA - 0.985AC±
- UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
- - - CENTERLINE



SCALE: 1"=500'
SHEET 1 OF 1

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

DORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L: \\2017\17-300 Lewis Meridian West Campus\Ext\Legal Description for TR 37107 Lot 3\17-300exh101 Lot 3 Legal.dwg; May 12, 2022 - 8:07am

DRC ENGINEERING, INC.
Civil Engineering-Land Surveying-Land Planning
160 South Old Springs Road, Suite 210
Anaheim Hills, CA 92808

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Job: LOT 3 OF TRACT NO. 37107

Estimate Date: 12-May-22

By: MH

<u>CATEGORY/DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<u>SITE MAINTENANCE</u>				
CONTRACTOR MAINTENANCE:				
Mobilization	1	LS	5,000.00	5,000.00 c
Rough Graded Lot Maintenance	1	AC	1,000.00	<u>1,000.00</u> c
CONTRACTOR MAINTENANCE SUBTOTAL:				6,000.00
CONTINGENCIES:				600.00
ANNUAL MAINTENANCE TOTAL:				<u>6,600.00</u>
3-YEAR COST:				19,800.00

Exhibit A

Lot 7 of Tract No. 30857-9

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 7 OF TRACT NO. 30857-9 AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 8.010 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



05/11/2022

JAKE W. LAPPERT
PLS 9303

DATE



L:\2017\17-520 Lewis Meridian South Campus\Exh\Lot 7\17-520exh101 Lot 7.dwg: May 11, 2022 - 11:02am

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

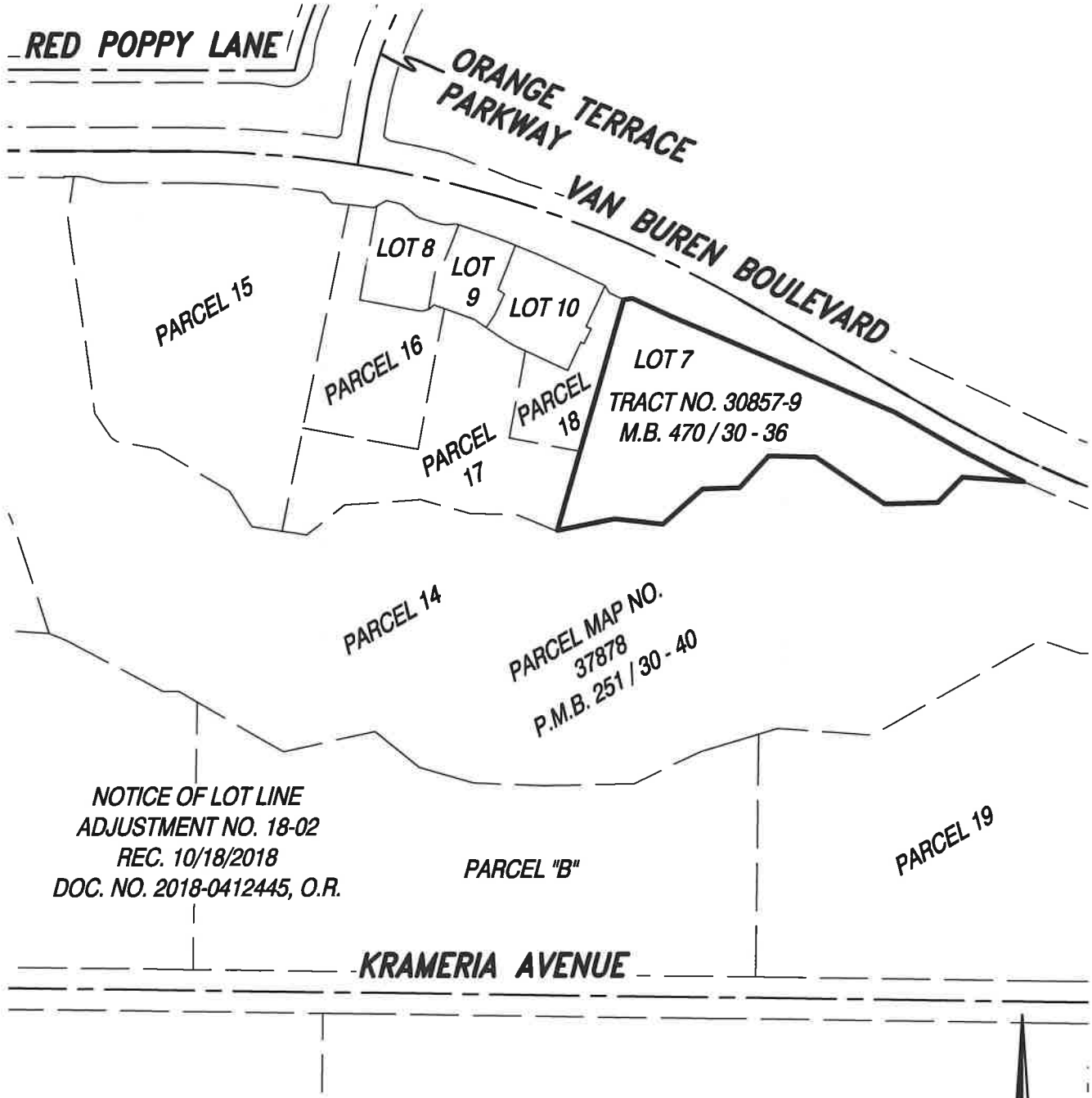
 **ORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

8 (6) 152

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



NOTICE OF LOT LINE
ADJUSTMENT NO. 18-02
REC. 10/18/2018
DOC. NO. 2018-0412445, O.R.

PARCEL "B"

PARCEL 19

KRAMERIA AVENUE

LEGEND

- DESCRIPTION AREA - 8.010AC ±
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE



SCALE: 1"=400'
SHEET 1 OF 1

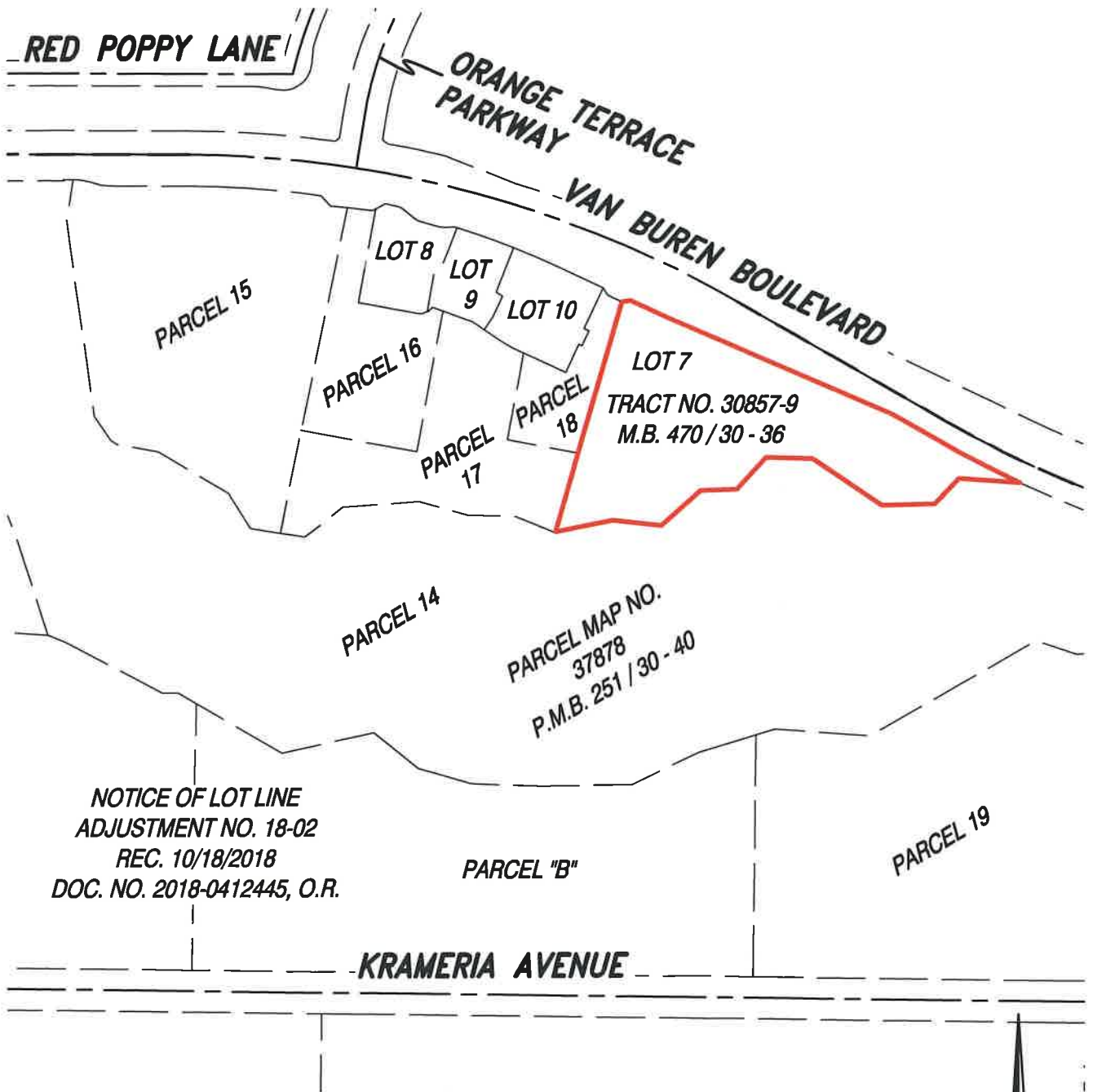
EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



NOTICE OF LOT LINE
ADJUSTMENT NO. 18-02
REC. 10/18/2018
DOC. NO. 2018-0412445, O.R.

LEGEND

- DESCRIPTION AREA - 8.010AC ±
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE



SCALE: 1"=400'
SHEET 1 OF 1

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2017\17-520 Lewis Meridian South Campus\Exh\Lot 7\17-520exh101 Lot 7.dwg; May 12, 2022 - 8:11am

DRC ENGINEERING, INC.
Civil Engineering-Land Surveying-Land Planning
160 South Old Springs Road, Suite 210
Anaheim Hills, CA 92808

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Job: LOT 7 OF TRACT NO. 30857-9

Estimate Date: 12-May-22

By: MH

<u>CATEGORY/DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<u>SITE MAINTENANCE</u>				
CONTRACTOR MAINTENANCE:				
Mobilization	1	LS	5,000.00	5,000.00 c
Rough Graded Lot Maintenance	8	AC	1,500.00	<u>12,000.00</u> c
CONTRACTOR MAINTENANCE SUBTOTAL:				17,000.00
CONTINGENCIES:				1,700.00
ANNUAL MAINTENANCE TOTAL:				<u>18,700.00</u>
3-YEAR COST:				56,100.00

Exhibit A

Lot 14 of Tract No. 30857-9

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 14 OF TRACT NO. 30857-9, AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 3.071 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



JAKE W. LAPPERT 05/11/2022
PLS 9303 DATE



L:\2017\17-520 Lewis Meridian South Campus\Exh\Lot 14\17-520exh101 Lot 14.dwg: May 11, 2022 - 11:59am

SHEET 1 OF 1

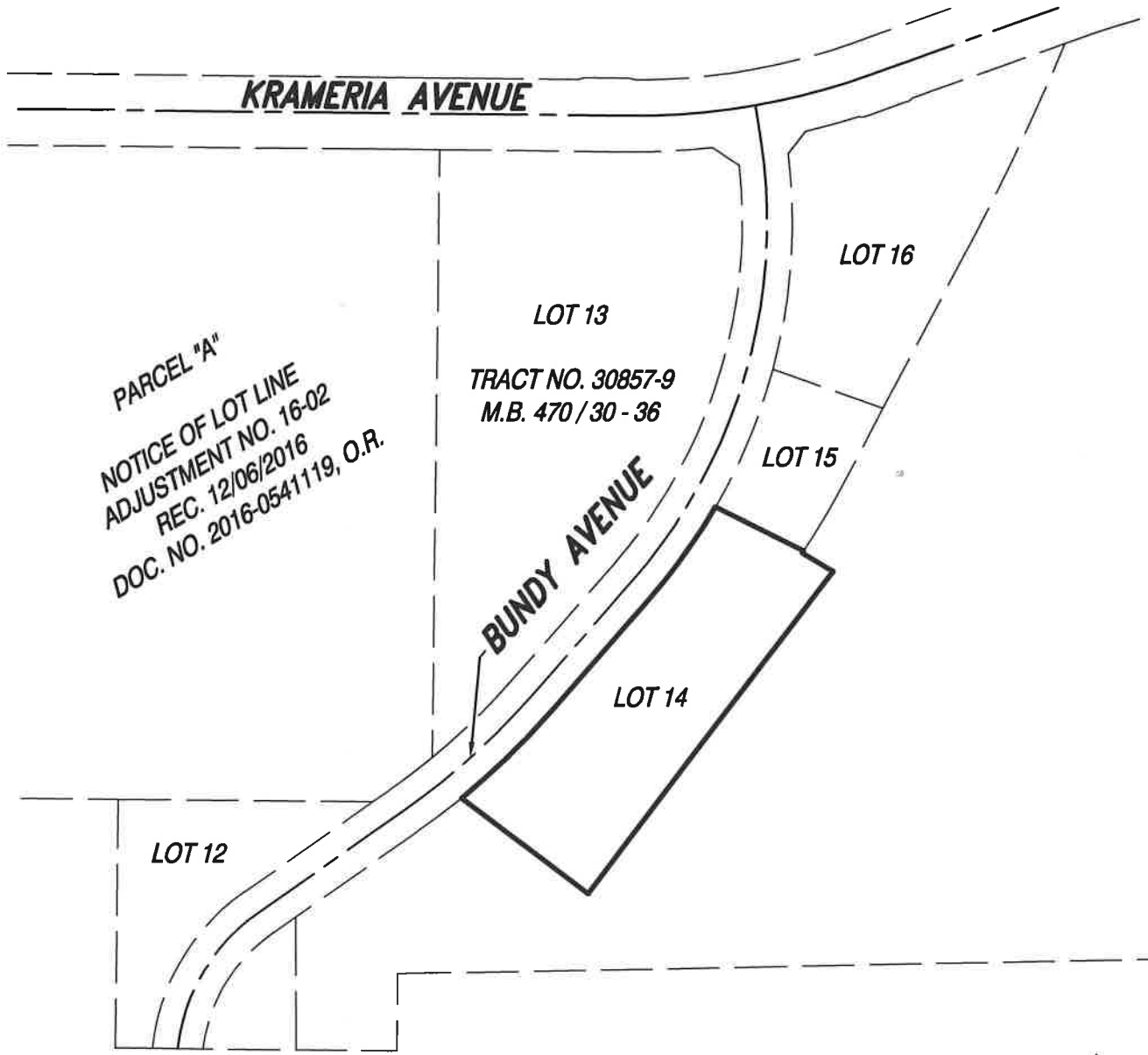
EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- DESCRIPTION AREA - 3.071AC±
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE



SCALE: 1"=250'
SHEET 1 OF 1

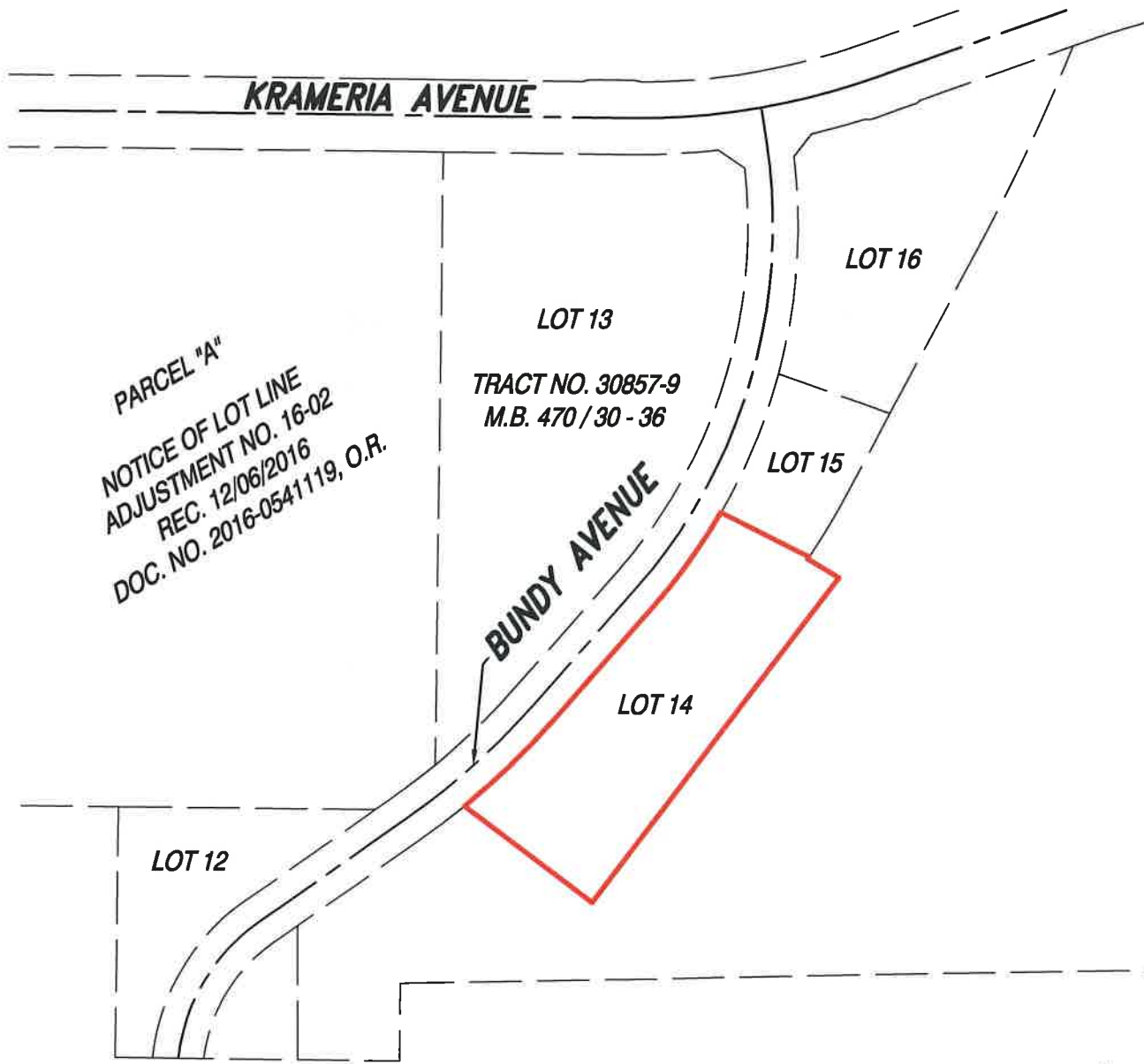
EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



PARCEL "A"
NOTICE OF LOT LINE
ADJUSTMENT NO. 16-02
REC. 12/06/2016
DOC. NO. 2016-0541119, O.R.

TRACT NO. 30857-9
M.B. 470 / 30 - 36

- LEGEND**
- DESCRIPTION AREA - 3.071AC±
 - RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
 - CENTER LINE



SCALE: 1"=250'
SHEET 1 OF 1

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2017\17-520 Lewis Meridian South Campus\Exh\Lot 14\17-520exh101 Lot 14.dwg; May 12, 2022 - 8:09am

DRC ENGINEERING, INC.
Civil Engineering-Land Surveying-Land Planning
160 South Old Springs Road, Suite 210
Anaheim Hills, CA 92808

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Job: LOT 14 OF TRACT NO. 30857-9

Estimate Date: 12-May-22

By: MH

<u>CATEGORY/DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<u>SITE MAINTENANCE</u>				
CONTRACTOR MAINTENANCE:				
Mobilization	1	LS	5,000.00	5,000.00 c
Rough Graded Lot Maintenance	3	AC	1,000.00	<u>3,000.00</u> c
CONTRACTOR MAINTENANCE SUBTOTAL:				8,000.00
CONTINGENCIES:				800.00
ANNUAL MAINTENANCE TOTAL:				<u>8,800.00</u>
3-YEAR COST:				26,400.00

EXHIBIT "A"

LEGAL DESCRIPTION ACCESS EASEMENT

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF LOT 3 OF TRACT NO. 37107 AS PER MAP FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;

THENCE ALONG THE WEST LINE OF SAID LOT, NORTH 03°15'18" EAST, 92.07 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 03°15'18" EAST, 164.43 FEET TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1087.60 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 01°24'43" EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SAID LOT AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°58'16" AN ARC LENGTH OF 37.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 261.50 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 87°59'46" WEST;

THENCE LEAVING SAID NORTH LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°38'33" AN ARC LENGTH OF 107.91 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 294.50 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 64°21'13" EAST;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'23" AN ARC LENGTH OF 63.60 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 3,726 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



JAKE W. LAPPERT 5/13/2022
PLS 9303 DATE



SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

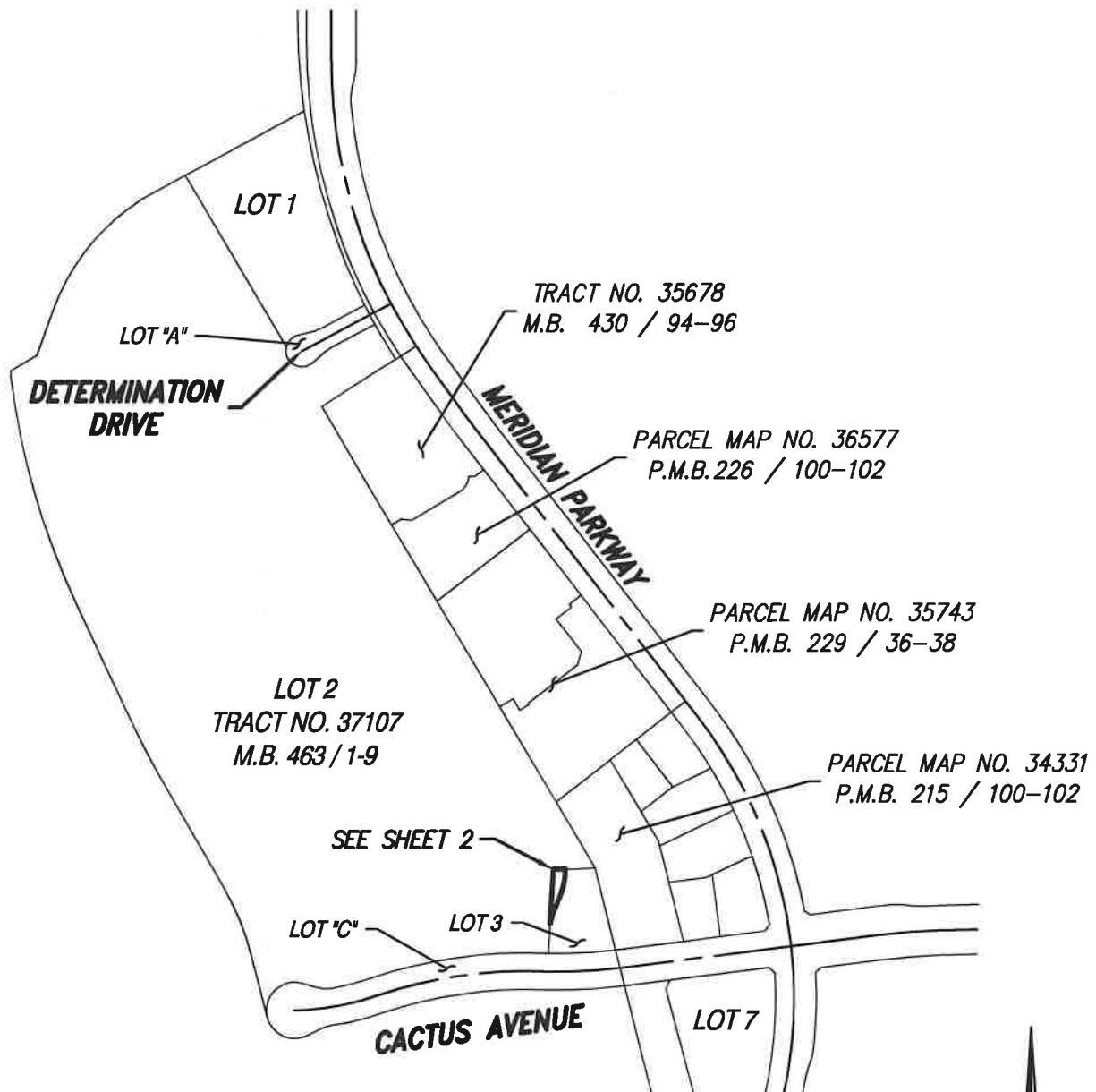
 **ORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860




8 (6) 161

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

-  EASEMENT AREA - 3,726 S.F. ±
-  UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
-  CENTERLINE



SCALE: 1"=500'
SHEET 1 OF 2

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

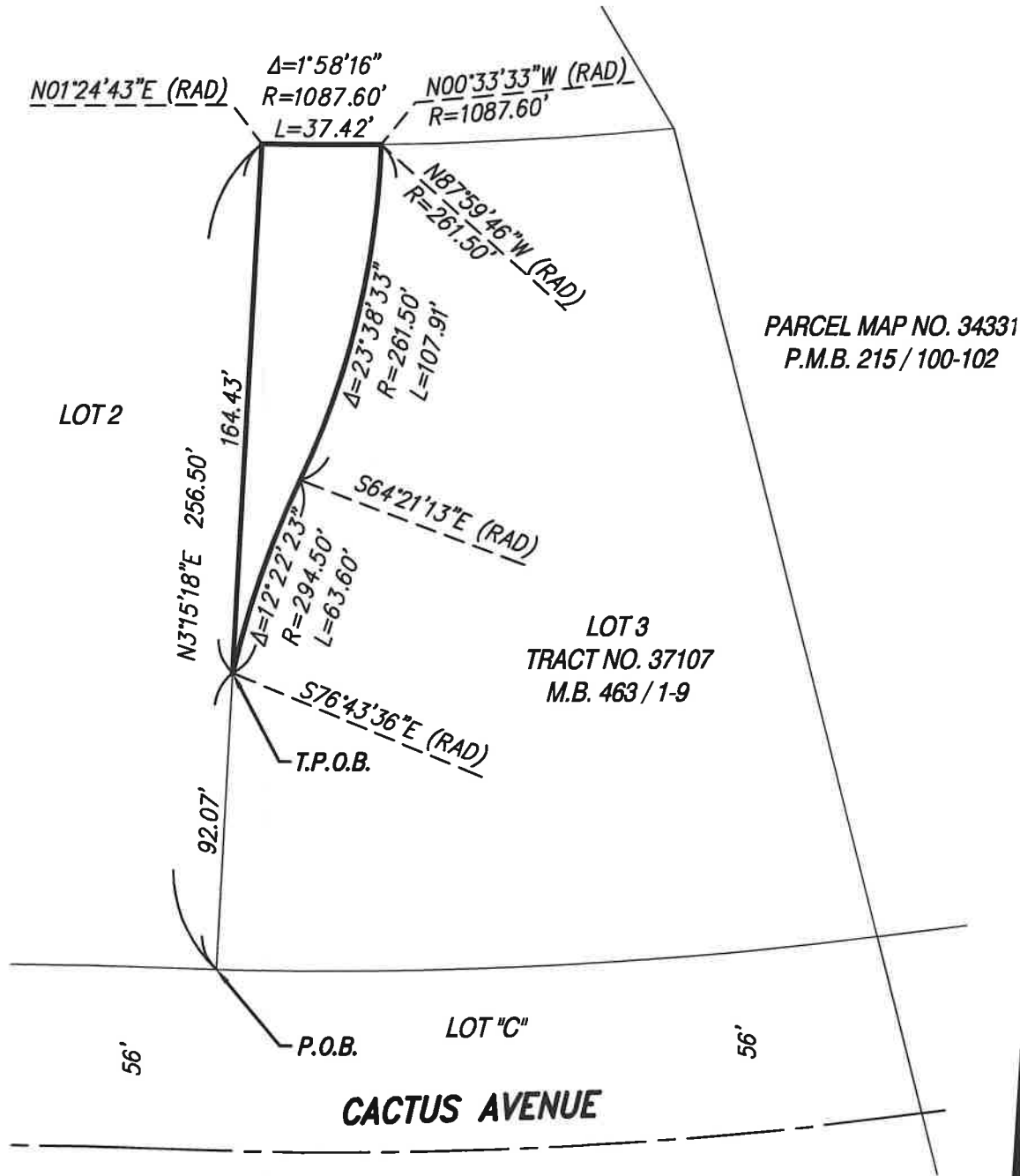
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808

(714) 685-6860

8 (6) 162

EXHIBIT "B"




PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



PARCEL MAP NO. 34331
P.M.B. 215 / 100-102

LOT 3
TRACT NO. 37107
M.B. 463 / 1-9

LEGEND

-  EASEMENT AREA - 3,726 S.F. ±
-  UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
-  CENTERLINE

SCALE: 1"=50'
SHEET 2 OF 2



EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

dORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808

(714) 685-6860

17-300exh101 – Lot 3 Access – Closure Report

P.O.B. NORTHING: 2,275,725.6873

P.O.B. EASTING: 6,246,208.7032

BEARING: N03°15'18"E DISTANCE: 92.07'
NORTHING: 2,275,817.6095 EASTING: 6,246,213.9311

BEARING: N03°15'18"E DISTANCE: 164.43'
NORTHING: 2,275,981.7735 EASTING: 6,246,223.2677

RADIAL IN: N01°24'43"E RADIAL OUT: S00°33'33"E
DELTA: 01°58'16" RADIUS: 1,087.60' LENGTH: 37.42'
TANGENT: 18.71' CHORD: 37.41'
NORTHING: 2,275,981.4951 EASTING: 6,246,260.6798

RADIAL IN: N87°59'46"W RADIAL OUT: S64°21'13"E
DELTA: 23°38'33" RADIUS: 261.50' LENGTH: 107.91'
TANGENT: 54.73' CHORD: 107.14'
NORTHING: 2,275,877.4574 EASTING: 6,246,235.0773

RADIAL IN: S64°21'13"E RADIAL OUT: N76°43'36"W
DELTA: 12°22'23" RADIUS: 294.50' LENGTH: 63.60'
TANGENT: 31.92' CHORD: 63.47'
NORTHING: 2,275,817.6095 EASTING: 6,246,213.9311

BEARING: S03°15'18"W DISTANCE: 92.07'
NORTHING: 2,275,725.6873 EASTING: 6,246,208.7032

BEARING: N03°15'18"E DISTANCE: 256.50'
NORTHING: 2,275,981.7735 EASTING: 6,246,223.2677

BEARING: S03°15'18"W DISTANCE: 256.50'
NORTHING: 2,275,725.6873 EASTING: 6,246,208.7032

PERIMETER: 1,070.4891'
AREA: 3,726.40 square feet / 0.086 acres
CLOSING DISTANCE: 0.0000'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:107,048,911,432

EXHIBIT "A"

LEGAL DESCRIPTION STORM DRAIN EASEMENT

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A STRIP OF LAND, 15.00 FEET WIDE, LYING WITHIN LOT 3 OF TRACT NO. 37107 AS PER MAP FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, SAID CORNER BEING THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1087.60 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 05°21'32" WEST;

THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'44" AN ARC LENGTH OF 44.53 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE, THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 30°35'36" EAST, 98.05 FEET;
2. THENCE SOUTH 08°20'43" EAST, 168.75 FEET TO THE SOUTH LINE OF SAID LOT;

THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED SO AS TO ORIGINATE IN THE NORTH LINE OF SAID LOT AND TERMINATE IN THE SOUTH LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



JAKE W. LAPPERT 5/13/2022
PLS 9303 DATE



SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

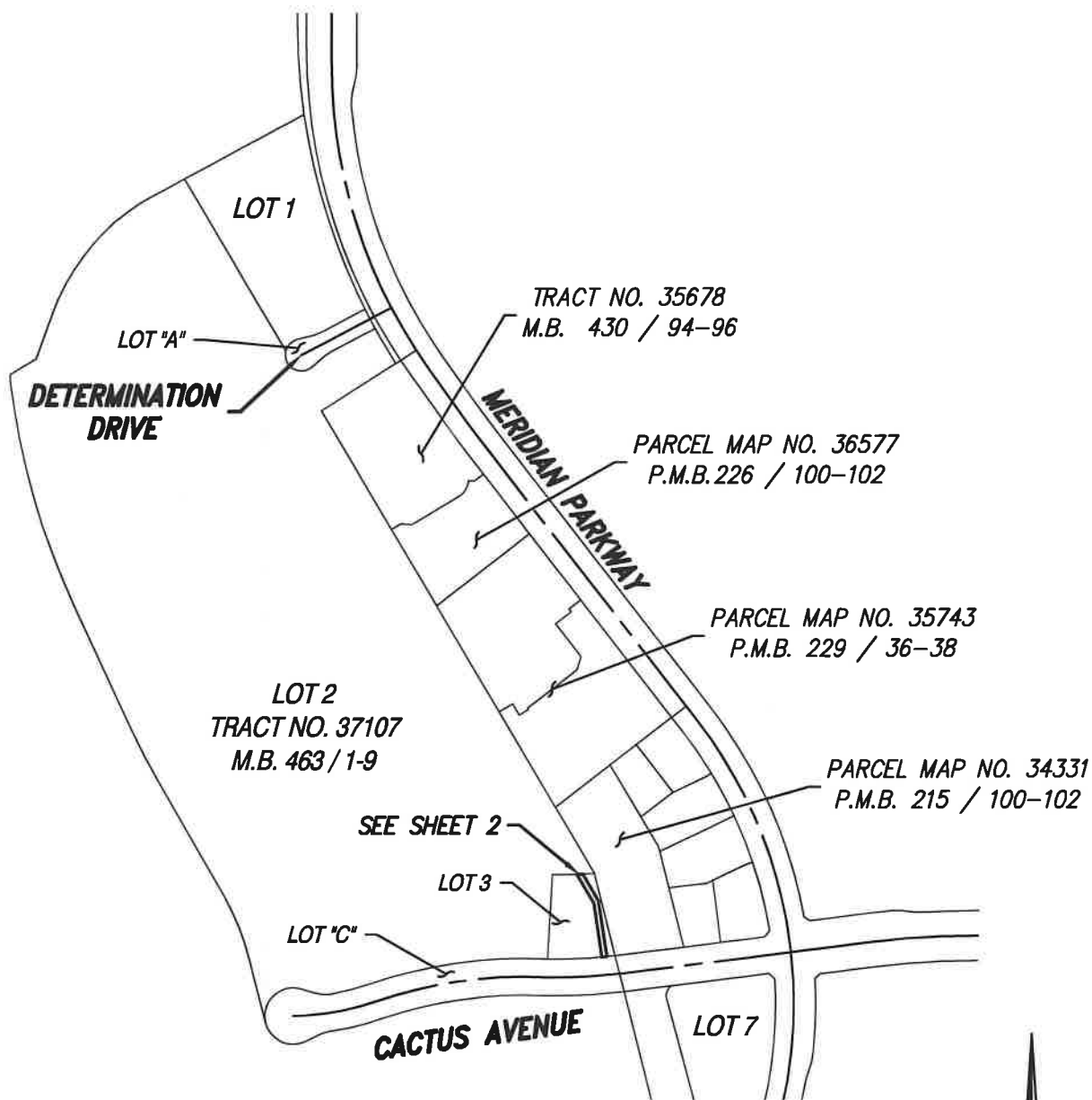
 **ORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

8 (6) 165

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- EASEMENT AREA
- UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
- - - - CENTERLINE



SCALE: 1"=500'
SHEET 1 OF 2

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

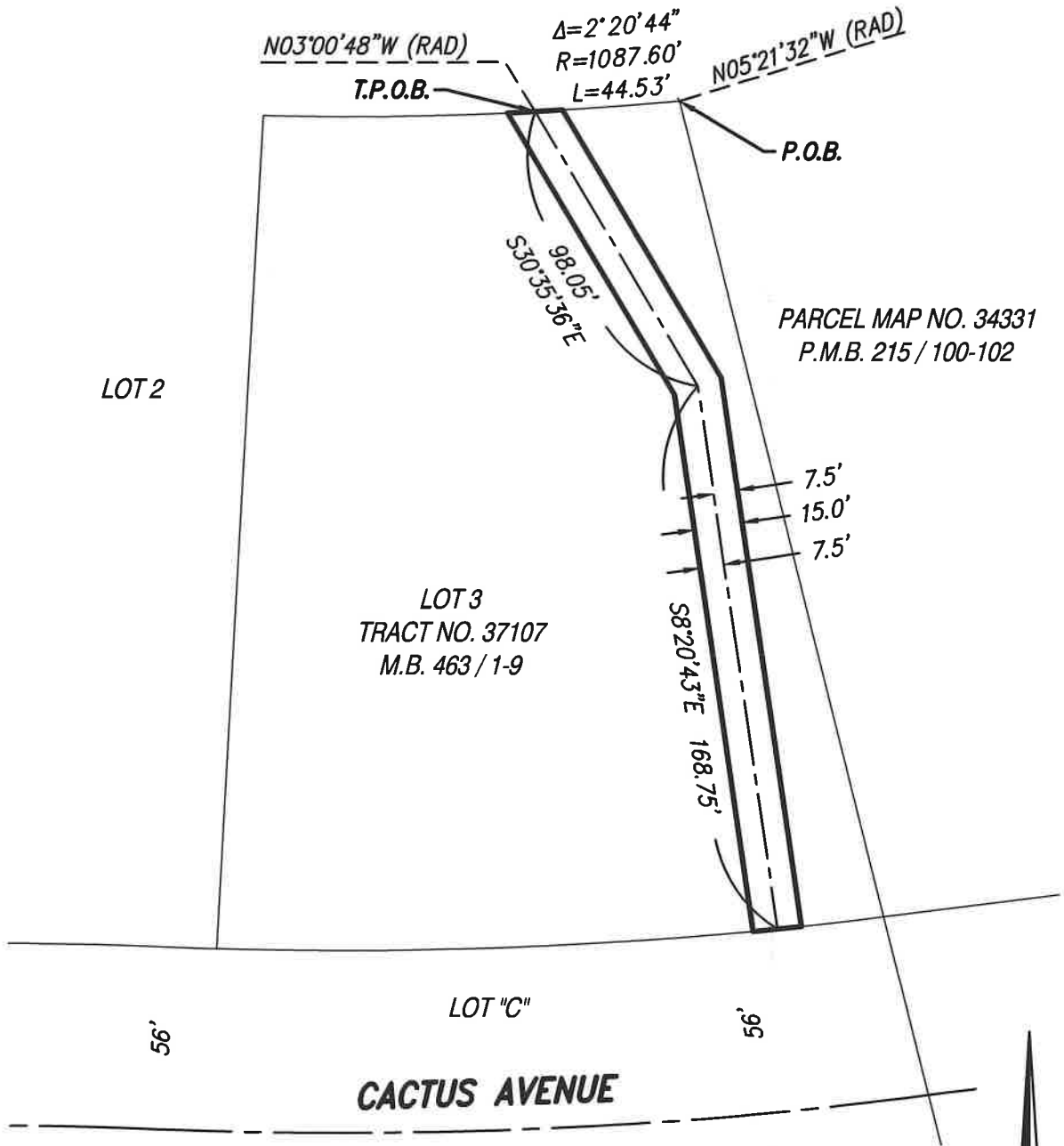
JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2017\17-300 Lewis Meridian West Campus\Exh\Lot 3 Storm Drain\17-300exh101 Lot 3 Storm Drain.dwg; May 13, 2022 - 11:39am

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



PARCEL MAP NO. 34331
P.M.B. 215 / 100-102

LOT 3
TRACT NO. 37107
M.B. 463 / 1-9

CACTUS AVENUE



SCALE: 1"=50'
SHEET 2 OF 2

LEGEND

- EASEMENT AREA
- UNDERLYING LOT LINE / RIGHT-OF-WAY LINE
- CENTERLINE

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

8 (6) 167

17-300exh101 – Lot 3 Storm Drain – Closure Report

P.O.B. NORTHING: 2,275,986.1970

P.O.B. EASTING: 6,246,351.6405

RADIAL IN: N05°21'32"W RADIAL OUT: S03°00'48"E
DELTA: 02°20'44" RADIUS: 1,087.60' LENGTH: 44.53'
TANGENT: 22.27' CHORD: 44.52'
NORTHING: 2,275,982.9470 EASTING: 6,246,307.2366

BEARING: S30°35'36"E DISTANCE: 98.05'
NORTHING: 2,275,898.5462 EASTING: 6,246,357.1380

BEARING: S08°20'43"E DISTANCE: 168.75'
NORTHING: 2,275,731.5822 EASTING: 6,246,381.6301

BEARING: N08°20'43"W DISTANCE: 168.75'
NORTHING: 2,275,898.5462 EASTING: 6,246,357.1380

BEARING: N30°35'36"W DISTANCE: 98.05'
NORTHING: 2,275,982.9470 EASTING: 6,246,307.2366

RADIAL IN: N03°00'48"W RADIAL OUT: S05°21'32"E
DELTA: 02°20'44" RADIUS: 1,087.60' LENGTH: 44.53'
TANGENT: 22.27' CHORD: 44.52'
NORTHING: 2,275,986.1970 EASTING: 6,246,351.6405

PERIMETER: 622.6515'
AREA: 0.00 square feet / 0.000 acres
CLOSING DISTANCE: 0.0000'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:62,265,151,557

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APNs: _____

(Above Space For Recorder's Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is \$0.00

- computed on full value of property conveyed, or
- computed on full value, less value of liens and encumbrances remaining at time of sale.

Exempt from transfer tax; Reason: "Governmental agency acquiring title. R&T 11922"

THE PROPERTY IS LOCATED IN RIVERSIDE COUNTY, CALIFORNIA.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MERIDIAN PARK, LLC, a Delaware limited liability company, hereby GRANTS to MARCH JOINT POWERS AUTHORITY, a California joint powers authority, that certain real property which is more particularly described on Exhibit "A" which is attached hereto, together with all rights, easements and privileges appurtenant thereto, and all improvements thereon.

Subject only to:

1. Nondelinquent taxes and assessments;
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

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Dated: _____, 20__

MERIDIAN PARK, LLC,
a Delaware limited liability company

By: Meridian Park Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: WPG Meridian Park, LLC,
a California limited liability company,
its Managing Member

By: Waypoint Property Group,
a Delaware limited liability
company,
its Managing Member

By: _____
Name: _____
Title: _____

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name.**

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name./8-18-22/Error! Unknown document
property name./Error! Unknown document
property name.**

EXHIBIT "B"

-2-

8 (6) 170

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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name..Error! Unknown document property
name.
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name./8-18-22/Error! Unknown document
property name./Error! Unknown document
property name.

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

LOT 3 OF TRACT NO. 37107:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 3 OF TRACT NO. 37107, AS PER MAP FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 7 OF TRACT 30857-9:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 7 OF TRACT NO. 30857-9, AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 14 OF TRACT 30857-9:

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING LOT 14 OF TRACT NO. 30857-9, AS PER MAP FILED IN BOOK 470, PAGES 30 THROUGH 36, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Error! Unknown document property name..Error! Unknown document property name.

Error! Unknown document property name..Error! Unknown document property name./8-18-22/Error! Unknown document property name./Error! Unknown document property name.

EXHIBIT "B"

-4-

8 (6) 172

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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name.
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name..Error! Unknown document property
name./8-18-22/Error! Unknown document
property name./Error! Unknown document
property name.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY
AND
MARCH INLAND PORT AIRPORT AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (1)

Meeting Date: August 24, 2022

Action: **ADOPT RESOLUTION #JPA 22-15 A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY FORGIVING DUES, INCLUDING INTEREST CHARGES, ON LOANS TO THE MARCH INLAND PORT AIRPORT AUTHORITY**

Motion: Move to adopt Resolution #JPA 22-15 a Resolution of the March Joint Powers Authority forgiving dues, including interest charges, on loans to the March Inland Port Airport Authority.

Background:

The March Inland Port Airport Authority (MIPAA) was formed in 1997 for the purpose of overseeing operations of the March Inland Port (MIP). Since 2004 the March Joint Powers Authority has provided financial resources, in the form of loans, necessary for the MIPAA to carry out its function of operating the MIP. To date, the amount of funds allocated to MIPAA amounts to \$4,255,763 including \$1,567,866.67 in interest.

On August 18, 2022, the March Joint Powers Authority staff presented a Two-Year Budget for fiscal years 2022/23, and 2023/24. Within the proposed budget, staff included the following loan payment scenarios, for the Commission's consideration. These scenarios were previously presented to the Finance Subcommittee on August 3, 2022, and after consideration of MIPAA budgets for fiscal years 2022/23 and 2023/24, the Finance Subcommittee recommended forgiveness of all MIPAA loan debts to the JPA.

Scenario One: Full Loan Repayment – Approx. \$1.5 million per year from 2023 through 2025.

Scenario Two: Partial Repayment – Approx. \$762,000 per year from 2023 through 2025.

Scenario Three: Interest Only Repayment – Approx. \$627,000 per year from 2023 through 2025.

Scenario Four: Loan Forgiveness. \$4,255,763 in 2023.

While Scenarios One through Three would delay the Airport's ability to sustain itself for a period of about three to five years, Scenario Four ensures that MIPAA sustains itself in less than two years. Given the Commission's desire to sunset the March JPA and establish MIPAA as the new

JPA, staff recommends that the Commission uphold the Finance Subcommittee's recommendation and adopt Resolution #JPA 22-15 forgiving dues, including interest charges, on loans to the MIPAA.

Attachment: Resolution #JPA 22-15 MIPAA Loan Forgiveness

RESOLUTION #JPA 22-15

A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY FORGIVING LOANS, INCLUDING INTEREST, FROM THE MARCH JOINT POWERS AUTHORITY TO THE MARCH INLAND PORT AIRPORT AUTHORITY RELATED TO AIRPORT OPERATIONS

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Inland Port Airport Authority (MIPAA) was formed in 1997 for the purpose of overseeing operations of the March Inland Port (MIP); and

WHEREAS, the Authority has annually provided financial resources in the form of loans necessary for the MIPAA to carry out the airport operations at the MIP; and

WHEREAS, the amount of funds allocated to MIPAA in the form of loans amounts to \$4,255,763 including \$1,567,866.67 in interest;

WHEREAS, the March Joint Powers Commission of the Authority is interested in sunsetting the Authority and establishing the MIPAA as a standalone Joint Powers Authority; and,

WHEREAS, as a part of this sunsetting process, the March Joint Powers Commission desires to forgive the loans incurred by the MIPAA.

NOW, THEREFORE, the members of the March Joint Powers Commission of the March Joint Powers Authority do hereby resolve as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

SECTION 2. Approval of Loan Forgiveness. In accordance with the findings set forth above, the loans in the amount of \$4,255,763, including interest, given to the March Inland Port Airport Authority by the March Joint Powers Authority are hereby forgiven.

SECTION 3. Further Acts. The Executive Director of the March Joint Powers Authority is hereby authorized and directed to take any actions and execute any and all necessary documents, subject to legal counsel review, to effectuate the forgiveness of the loans.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority this 24th day of August, 2022.

Jeffrey Hewitt, Chair
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution #JPA 22-15 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 24, 2022.

Ayes:

Noes:

Abstain:

Absent:

Date: August 24, 2022

Cindy Camargo, Clerk
March Joint Powers Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (2)

Meeting Date: August 24, 2022

Action: **ADOPT RESOLUTION #JPA 22-16 A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

Motion: Move to adopt Resolution #JPA 22-16 a Resolution of the March Joint Powers Authority adopting the two-year budget for fiscal year 2022/23 and fiscal year 2023/24

BACKGROUND

On August 3, 2022, the Finance Subcommittee convened to review the recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Authority. The Subcommittee recommended that the budgets be scheduled for Commission consideration, to include a recommendation that the March JPA loans to MIPAA be fully forgiven.

MISSION STATEMENT

The March Joint Powers Authority (March JPA) is the award-winning Base Reuse Authority for former March Air Force Base properties. *Bringing Good Jobs to Riverside County* has been the JPA's mission and motto for more than 25 years.

INTRODUCTION

March Air Force Base was established as a military installation in 1918, within the western Riverside County region of Southern California. The base encompassed approximately 6,500 acres straddling Interstate 215 just south of Highway 60. In July of 1993, March AFB was selected for realignment by Congress and was subsequently converted from a Regular Component base to a Reserve Component Base, effective April 1st, 1996. The decision to realign March AFB resulted in approximately 4,400 acres of surplus properties made available for disposal actions, to include parcels along the airfield.

Prior to base realignment, the base employed over 10,000 military personnel and civilian employees. The existence of the base in its pre-realignment condition contributed an estimated \$500 million annually to the regional economy according to the March Air Force Base Redevelopment Project. The base realignment, and subsequent economic loss came as a shock to the region and the benefits relative to the planning and implementation of new economic opportunities were not realized until early 2004.

Preparation Date: August 18, 2022

The March JPA's work in redeveloping former military properties resulted in successful master-planned developments, as well as a booming joint use airport and air cargo operation at the March Inland Port airport. To date, March JPA has created over 12,000 jobs on former military property through multiple public-private partnership efforts. The March JPA also manages Foreign Trade Zone #244 that moves more than \$2.1 billion worth of goods through the region.

A 2016 March JPA Economic Impact Study showed that at buildout, the March JPA development area will have a positive economic impact of \$4.7 billion (in 2016 dollar value) to surrounding communities, yielding a minimum of 21,000 jobs in Riverside County. On a regional scale, the JPA area will yield more than \$9.2 billion (in 2016 dollar value) in economic benefit to various regional sectors, leading to more than 55,000 jobs throughout Southern California.

SUMMARY

The March JPA, in addition to being designated as the federally recognized reuse authority for the former Regular Component base, also assumed other responsibilities to include the following:

Land Use Authority

On March 11, 1997, land use authority was transferred to March JPA from the County of Riverside. The March JPA has adopted development and building codes and standards. The March JPA General Plan has been developed by the March JPA in accordance with state statutes, as well as the associated Master Environmental Impact Report. The March JPA General Plan is designed to implement the March Final Reuse Plan and related activities.

Utility Authority

Formed in 2002, the March Joint Powers Utility Authority was formed to operate and maintain former military gas and electric utilities inherited by the JPA as part of the BRAC process. Due to the aging condition of existing utility infrastructure, the lack of funds associated with managing utilities, the March Joint Powers Utility Authority Commission endeavors to release assets to a public utility and dissolve the Utility Authority in perpetuity.

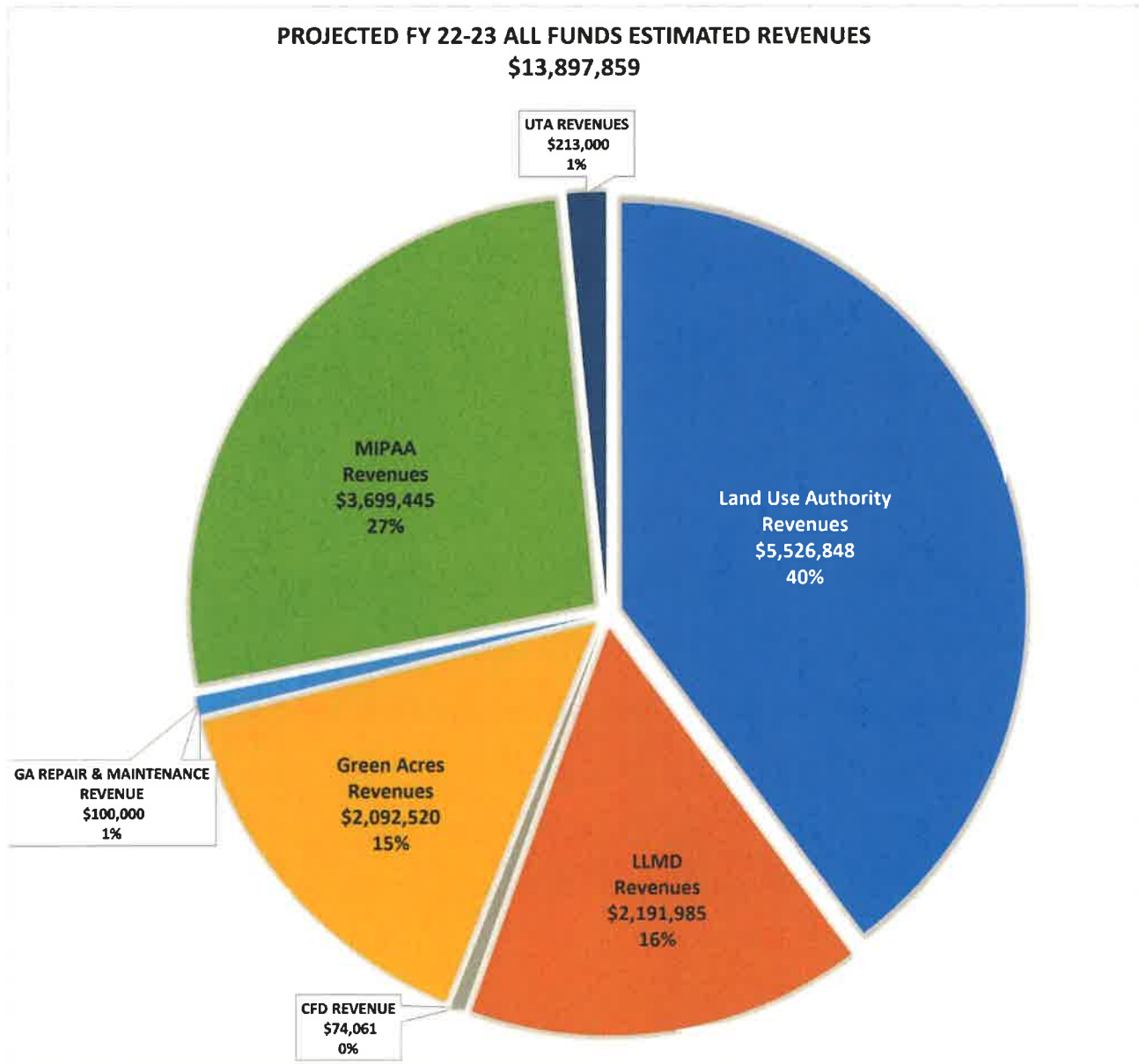
Successor Agency to the March JPA Redevelopment Agency

The March Joint Powers Redevelopment Agency was established with the formation of the March AFB Redevelopment Project Area, which includes the entire 6,500-acre former active-duty base area, and approximately 450 acres adjacent to the base in the industrial area of the City of Moreno Valley. In 2012, the State Legislature enacted AB 26 which dissolved all California Redevelopment Agencies and provided for Successor Agencies to assume rights, powers, and duties of former redevelopment agencies. As a result, the March JPA became the Successor Agency to the March JPA Redevelopment Agency and administers the former Redevelopment Agency's closing operations and obligations.

OBJECTIVES AND STRATEGIC ALIGNMENT

In December of 2021, the March Joint Powers Commission directed staff to prepare a Sunset plan for the March JPA that would relinquish certain duties under the Authority and refocus the March JPA's mission to operating the March Inland Port airport. With 1,000 more acres of former Air Force properties left for development, this proposed budget reflects the continuation of current operations until the Commission has adopted a formal plan to modify the role of the March JPA within the region.

The following image reflects total appropriations by fund for the March JPA in 2022-2023. The March JPA budget remains healthy and with upcoming transitions in land sales and dissolution of the Utility Authority, and the sales of certain assets, March JPA is slated to remain financially solvent throughout its remaining term.



MARCH JOINT POWERS AUTHORITY – Land Use Authority

Land Use Authority

The largest revenue source for the March JPA is tied to its land use entitlement and permitting divisions – Planning; Building & Safety; and Engineering/Public Works. Following were key activities for land use divisions in 2021-2022.

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	West March Business Park Expansion	In Progress
2	South Campus Development	Six parcels remaining to be entitled. Dog park approved.
3	Westmont Village Specific Plan	Withdrawn by Applicant
4	Air Force Village West Drive Expansion	VA Planner transition
5	Airport Authority Parcel D-1 Proposal	MOU in review for development.
6	Fuel Farm Expansion	Negotiations with FBO Ongoing
7	Expand LLMD Area	Brightview Contract in progress

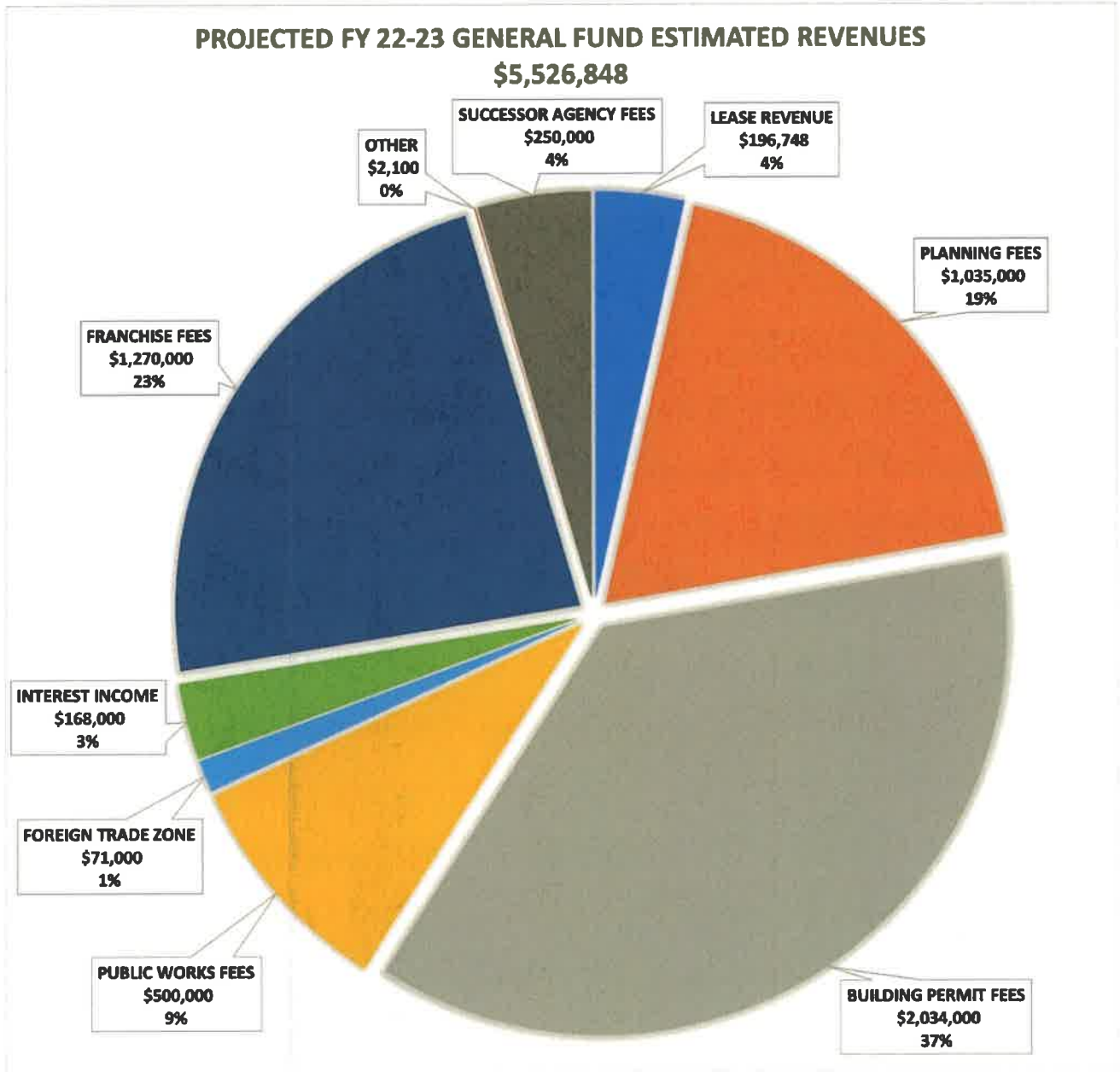
BUDGET CHANGES AND OPERATIONAL IMPACTS

Budget modifications for 2022-2044 include: a) updating categories to reflect latest organizational functions to include the loss of lease revenues in 2022; b) expanding capital improvement projects for ongoing maintenance needs on March JPA properties; and c) updating planning and permitting fees to capture true March JPA soft costs to projects.

GOALS FOR 2022-2024

	<u>Measure</u>	<u>Status</u>
1	Complete a March JPA Sunset Plan	In Progress
2	Dissolve Utility Authority	In Progress
3	Meridian Upper Plateau Specific Plan and EIR	In Progress
4	Meridian DDA Amendment	In Progress
5	Airport Authority Parcel D-1 Proposal	In Progress
6	Airport Authority Airport Master Plan	In Progress
7	March Compatibility Use Study (MCUS)	In Progress. March JPA is an active part of Riverside County Airport Land Use Commission's MCUS process.
8	Fuel Farm Expansion	Negotiations in progress. Amended Lease Agreement to Commission December 2022.
9	Parcel D-2 Airport expansion – expanding Airport Authority maintenance costs and responsibilities	Under Construction
9	March LifeCare Campus Specific Plan – short term extension and management	Completed Feb 2022. Improvements in progress.
10	Meridian South Campus Developments	Six parcels to be entitled in 2022, with grading to begin 1 st quarter of 2023.
11	Expand LLMD Area CIP	Brightview contract to be extended 3 more years. New CIP projects to be completed by December 2022.
12	Green Acres Sale and land disposal	Aug 31, 2022, proposals closing date.

REVENUES



REVENUES

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
LEASE REVENUE	461,448	400,000	274,751	196,748	140,461
PLANNING FEES	2,959,658	2,400,000	2,060,840	1,035,000	1,035,000
BUILDING PERMIT FEES	-	-	-	2,034,000	2,034,000
PUBLIC WORKS FEES	-	-	-	500,000	500,000
UTILITY HOOKUP FEES	-	500	-	-	-
FOREIGN TRADE ZONE	71,000	43,000	73,400	71,000	71,000
INTEREST INCOME	164,580	300,000	(210,761)	168,000	168,000
PROCEEDS/SALE OF FIXED ASSET	-	2,000,000	250,000	-	-
TRAINING & FILMING FEES	2,500	1,000	4,600	1,100	1,100
TUMF REIMBURSEMENT REVENUE	-	-	-	-	-
FRANCHISE FEES	600,000	600,000	600,000	1,270,000	1,270,000
MISCELLANEOUS	28,500	5,000	234	1,000	1,000
SUCCESSOR AGENCY FEES	250,000	250,000	-	250,000	250,000
TOTAL REVENUE	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561

FUND 100 GENERAL FUND – BUDGET NOTES

Revenues:

100-00-40100-00

Lease Revenue

The basis for this revenue source is derived from leases with independent entities. For FY 21-22 \$8,853.58 monthly leases for Chapel #1, Building 5022-5037 \$9,381.07 per month, and SBA Monarch Towers I, LLC Cell Tower Land Lease monthly for \$2,851.51. US Vets B976 monthly lease of \$6,400.00 expired during the third quarter of FY 21-22. Chapel #1 Budget lease is up for renewal in July 2022. For FY 22-23 only 6 months of payment will be received before the lease for Building 5022-5037 expires at the end of December 2022. The budget estimates thereafter are based on the remaining monthly leases maintaining the current level through FY 23-24.

100-00-40300-00

Planning Fees

Under previous budget years, the label “Plan Check/Permit Fees” consolidated revenues from the Planning, Building & Safety, and Public Works divisions. In FY 22-23, and every year thereafter, each division will have its own account; as such, this account is being renamed Planning Fees to reflect monies associated with Planning activities only. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees will remain in this account but building and public work fees will be reflected in the new accounts Building Fees and Public Work Fees.

100-00-40400-00

Building Fees

Under previous budget years, the label “Plan Check/Permit Fees” consolidated revenues from the Planning, Building & Safety, and Public Works divisions. In FY 22-23, and every year thereafter, each division will have its own account; as such, this account is being renamed Building Fees to reflect monies associated with Building & Safety activities only. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees will remain in the Planning Fees account but building fees will be reflected in the new Building Fees account and public works fees will be in the new Public Works Fees account.

100-00-40430-00

Public Works Fees

This account was created for FY 22-23 and thereafter to account for Public Works fees separately. This account will include encroachment, engineering, landscape, drainage, maintenance, and code enforcement fees. In the past planning, building, and public works fees were consolidated in the Plan Check/Permit Fees account. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees

will remain in the planning fees account but building fees will be reflected in the new Building Fees account and public works fees will be in the new Public Works Fees account.

100-00-40655-00

Foreign Trade Zone

This account reflects foreign trade zone annual users fees. Budget estimate is based upon the eight companies who pay annually. There is no anticipation of any major variation from fiscal year to fiscal year.

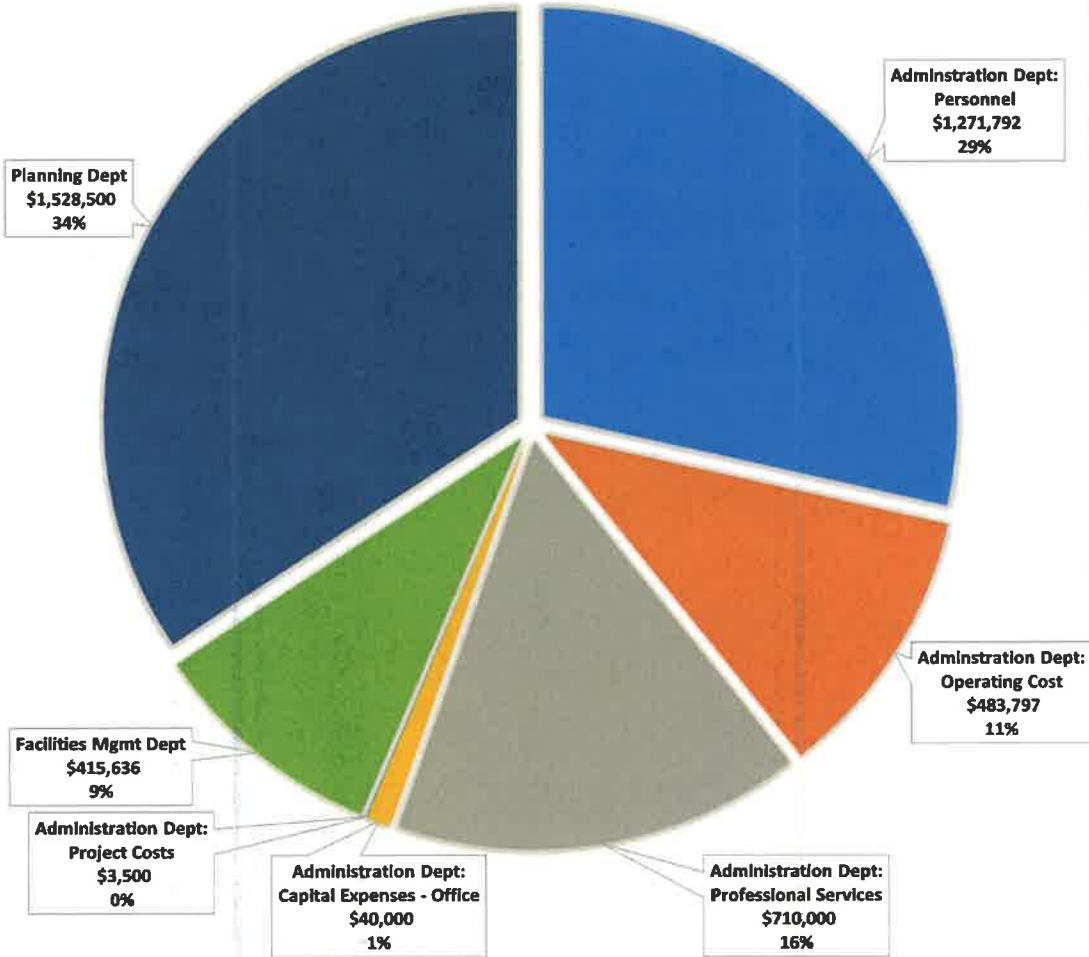
100-00-40715-00

Franchise Fees

This account reflects franchise fees from County of Riverside. This account was formally called Franchise Fees/Sales Tax Revenue, but March JPA does not receive sales tax revenue.

EXPENSES

PROJECTED FY 22-23 GENERAL FUND ESTIMATED EXPENSES
\$4,453,225



EXPENSES - Administration

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
ADMINISTRATION DEPT					
Personnel Costs	\$ 1,159,754	\$ 1,251,500	\$ 1,031,404	\$ 1,271,792	\$ 1,219,884
Operations Expenses	\$ 280,133	\$ 341,600	\$ 268,474	\$ 483,797	\$ 489,500
Professional Services	\$ 676,964	\$ 632,250	\$ 451,295	\$ 710,000	\$ 722,600
Supplies	\$ 56,045	\$ 50,000	\$ 24,380	\$ 40,000	\$ 40,000
ADMINISTRATION EXPENSES	\$ 2,172,896	\$ 2,275,350	\$ 1,775,553	\$ 2,505,589	\$ 2,471,984

EXPENSES – Facilities Management

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
FACILITIES MGMT DEPT					
Fire and Casualty Insurance	5,143	5,200	9,536	15,586	18,000
Building Maintenance	4,175	4,000	21,273	40,000	40,000
Grounds Maintenance	189,854	125,000	12,447	70,000	70,000
Street & Lighting Maintenance	466,107	20,000	25,048	35,000	35,000
Equipment Maintenance	2,217	17,000	1,462	2,300	2,300
Equipment Purchases	5,097	17,000	-	-	-
Capital Improvements	-	-	-	-	-
Utilities	21,515	16,000	20,075	25,750	25,750
Fuel Costs	2,408	5,500	238	2,000	2,500
Police Patrols	214,564	215,000	125,929	225,000	237,000
	\$ 911,080	\$ 424,700	\$ 216,008	\$ 415,636	\$ 430,550
Bad Debt Expense	-	-	-	3,500	3,500
Heacock Drainage Improvements	-	-	-	-	-
Van Buren Boulevard	-	-	-	-	-
	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
FACILITIES MGMT EXPENSES	\$ 911,080	\$ 424,700	\$ 216,008	\$ 419,136	\$ 434,050

EXPENSES – Planning & Permitting

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
PLANNING DEPT					
General Plan Preparation/Adoption	-	-	-	-	-
Plan Check/Inspection Fees	791,270	1,200,000	1,257,414	1,440,000	1,325,000
Education/Training/Periodic als/Membership	-	5,000	1,102	2,500	2,500
Environmental Fees	34,412	45,000	34,464	45,000	45,000
Printing Costs	-	1,000	-	10,000	10,000
Planning Software	59,765	16,000	25,252	25,500	25,500
Public Notices/Filings	561	3,000	1,948	3,000	3,000
Environmental Review	-	2,500	-	2,500	2,500
PLANNING DEPT	\$ 886,008	\$ 1,272,500	\$ 1,320,180	\$ 1,528,500	\$ 1,413,500

FUND 100 GENERAL FUND – BUDGET NOTES

Expenses:

- 100-10-50150-26 Liability Insurance**
This account reflects the General Fund's share of General Liability, Cyber Crime, and Crime Coverage insurance and direct charge for Deadly Weapon Insurance.
- 100-10-50150-32 Equipment Leases**
This account reflects Canon copiers and other office leases.
- 100-10-50150-34 Equipment Maintenance**
This account reflects maintenance of computer and copier equipment in the JPA offices. For FY 21-22 the amount for equipment maintenance was \$47,186; Computer maintenance provided by Computer Options was \$43,304 which represented 92% of the total; Copier maintenance provided by Canon was \$3,882 which represented 8% of the total balance. For FY 22-23 and thereafter an additional \$9,000 was included for Daley Technology Systems for website maintenance costs.
- 100-10-50150-38 Production/Artwork**
This account normally reflects costs for name plates, trophies, signage, and maps. In FY 21-22 this account also included charges for Daley Technology Systems for the website and e-bulletin project. These charges for this service was \$12,750 which represents 82% of the account total of \$15,497. For FY 22-23 and thereafter the estimated budget is \$13,000; in anticipation of upcoming needs.
- 100-10-50150-39 Marketing/Branding**
This account is a new account for the upcoming fiscal years. This account will be utilized for costs to market March JPA along with the dissolution of the March JPA.
- 100-10-50150-40 Promotional Activities**
This account reflects community promotional activities supported or donated by the March JPA. Community promotional activities include chamber of commerce memberships, attendance at special events to represent the JPA, community sponsorships, promotional items. FY 21-22 account balance was \$25,387. For FY 22-23 and thereafter the estimated budget is \$50,000 which includes \$25,000 to support the air show.
- 100-10-50150-42 Bank Fees**
This account reflects bank fees charged for JPA general fund bank accounts. This account is significantly larger based upon estimates from investment accounts and bank accounts. Bank fees will now be identified separately which is a change of the current practice of netting the charges against interest income.
- 100-10-50150-47 Office Rent**
This account reflects the JPA main office facility rent. For FY 21-22 the amount of the office rent account was \$64,646. The JPA rents its main office facility from Western Municipal Water District. Rental agreement adjusts every year in November. It is anticipated that the office rent will increase by a 6% cola factor similar to FY 21-22.
- 100-10-50150-48 Office Utilities**

- This account reflects office utilities for Western Municipal Water District and cable services.
- 100-10-50150-55 Office Security**
This account was used for security services at a variety of locations. Effective FY 21-22 this cost was moved to account number 100-20-51350-00 Utilities.
- 100-10-50200-02 General Legal Services**
This account is used for general legal retainer for services from Best, Best & Krieger LLP. The account balance for FY 21-22 is \$175,225. For FY 22-23 and thereafter the budget is adjusted for a growth factor of 6 percent which is based upon the FY 21-22 growth. The Utility Authority General legal services budget for \$3,700 for FY 22-23 thru FY 23-24 has now been reallocated to the General Fund.
- 100-10-50200-04 Special Legal Services**
This account is used for specific projects that the JPA requires legal services from Best, Best & Krieger LLP. The account balance for FY 21-22 is \$30,537. For FY 21-22 special project requiring special legal services included Sycamore Hills Distribution Center, Semper Fi, Westmont Village, and Sunsetting.
- 100-10-50200-10 Legal Property Surveys**
This account is used for property surveys for specific project properties. In FY 21-22 the account was \$8,500 which was for Upper Plateau. For FY 22-23 and thereafter it is anticipated that legal property surveys will be minimal and under \$1,000.
- 100-10-50200-14 Annual Audit**
This account reflects the General Fund's share of annual audit cost.
- 100-10-50200-20 Lobbyist**
This account reflects lobbyist services provided by CJ Lake. For FY 21-22 the account balance is \$91,944. For FY 22-23 and thereafter the budgeted amount is \$94,000.
- 100-10-50200-22 Engineering Services**
This account is for contracted engineering services. Currently Tri Lake Engineering provides this service to the JPA. For FY 21-22 the total amount in this account was \$850. For FY 22-23 and thereafter the budgeted amount is \$2,000.
- 100-10-50200-25 Consulting Services**
This account reflects consulting services for a variety of services including executive recruitment, temporary staff, fee review, and JPA dissolution. During FY 21-22 this account was \$252,236. In FY 21-22 the following consulting services represented 87% of the consulting services utilized during the year. The following were provided by Willdan for \$95,985 which represents 38%; RSG for \$76,323 which represents 33%; HM Consulting for \$15,000 which represents 6%; MV Cheng & Associates for \$14,000 which represents 6%; Bob Murray for \$12,498 which represents 5%; and Tri Lake for \$5,778 which represents 2%.
- 100-20-51150-00 Fire and Casualty Insurance**
This account reflects the General Fund's share of Property Insurance.
- 100-20-51200-00 Building Maintenance**
This account reflects security service, general building maintenance, and board up costs. During FY 21-22 this account was \$38,424. Glass

Fabrication board up services amounted to \$31,600 which represents 82% of the balance. For FY 22-23 and thereafter the budget estimates include the continual used of their services for board up services.

100-20-51250-00

Grounds Maintenance

This account reflects various grounds maintenance activities including landscape maintenance, clean-up, weed abatement services, and waste disposal services. In FY 21-22 the amount of the account was \$68,626. There were 4 services that comprised 78% of the total account balance. Ability Counts, Inc. provided landscape services in the amount of \$16,875 which represents 25%; WM Corporate Services, Inc. provided waste disposal services in the amount of \$13,386 which represents 20%; DeGuire Weed Abatement provided weed abatement services in the amount to of \$12,625 which represents 18%; and Juan C. Aran provided clean up and repair services in the amount of \$10,445 which represents 15%. For FY 22-23 and thereafter the budget estimate for each respective fiscal year is estimated to be \$70,000.

100-20-51255-00

Street & Lighting Maintenance

This account reflects maintenance on streets including street sweeping, SLF costs, and other street and lighting services. During FY 21-22 there were only 3 contracts – Clean Streets for street sweeping service in the amount of \$5,564; Riverside County TLMA for SLF costs in the amount of \$4,324; and Hardy and Harper for Krameria Ave Phase 2 improvements in the amount of \$19,995. For FY 22-23 and thereafter the budget amount is estimated to be \$35,000 each respective fiscal year.

100-20-51350-00

Utilities

This account reflects utility costs which include electricity, water service, and security services. For FY 21-22 the account balance was \$22,944. For FY 22-23 and thereafter the budgetary amount of \$25,750.

100-30-52200-00

Plan Check/Inspection Fees

This account reflects plan check and inspection fees. In FY 21-22 the account balance was \$1,437,943. Tri Lake and Willdan provide 98% of these services. For FY 21-22 Tri Lake amounted to \$1,047,351 which represents 73% of the account balance; and Willdan amounted to \$327,652 which represents 23% of the account balance. In FY 22-23 the budgeted amount of \$1,440,000 represents continual projects with no expected decline; In FY 23-24 the budgeted amount of \$1,325,000 represents a decline in fees in accordance with our consultants.

100-30-52325-00

Planning Software

This account reflects the Planning Departments software costs. In FY 21-22 this account was \$25,252 which included Accela annual renewal of \$16,232; HDL annual users fee of \$6,106; and Sidwell for Accela services of \$2,914. For FY 22-23 and thereafter the budgeted amount is \$25,500 which expects just a modest increase in fees.

LIGHTING LANDSCAPING & MAINTENANCE DISTRICT – LLMD

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Manage and maintain contract with Brightview.	In Progress.
2	Capital Improvement Projects.	None.
3	Extend falconer contract for basin monitoring	Completed June 2022.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time. Two capital improvement projects are recommended in order to address infrastructure rehabilitation needs within LLMD areas that are heavily used by the public. These improvements will help reduce liability exposure for the March JPA and help maintain high quality aesthetics for a professional looking business park.

GOALS FOR 2022-2024

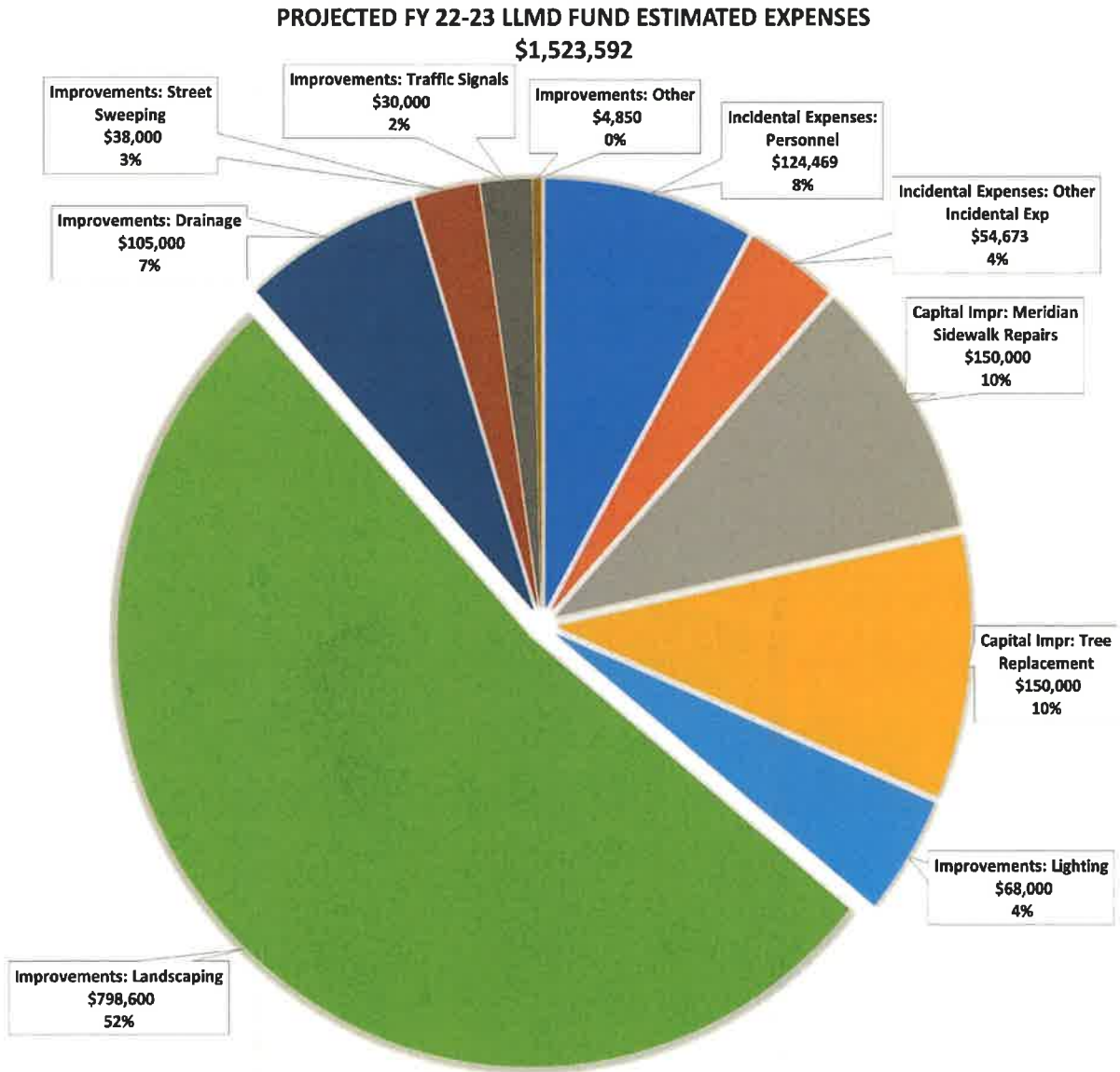
	<u>Measure</u>	<u>Status</u>
1	Update and extend Brightview contract to include drainage facilities and new parks and open spaces in South Campus.	In Progress.
2	Develop and implement Capital Improvement Project for trees replacement and maintenance.	In Progress. To be completed 4 th quarter of 2022.
3	Develop and implement Capital Improvement Project for sidewalks rehabilitation.	In Progress. To be completed 4 th quarter of 2022.
4	Improve drainage facilities in partnership with Meridian Park LLC to minimize BASH issues near the base.	Lateral B under design with construction plan in 2023.

REVENUES & EXPENSES

The LLMD is funded through assessments which increase incrementally each year. For 2022-2024 budget, the LLMD is estimated to collect \$2.19 million and \$2.24 million consecutively, reflecting a 2 percent increase in assessments per year. Proposed capital improvements, in addition to maintenance contracts, will not exceed assessment revenues.

REVENUES FY 22-23 = \$2.19 MILLION

EXPENSES FY 22-23 = \$1.52 MILLION



FUND 120 LLMD - BUDGET NOTES

Revenues:

120-00-40260-00 Assessment
This is the sole revenue source for the Landscaping, Lighting, and Maintenance District (LLMD) Fund. The basis for this revenue source is derived from a special assessment to the properties covered in the LLMD. The annual assessment of \$2,191,985 for FY 22-23 is based upon current information; the assessment for FY 23-24 of \$2,236,000 is based on the assumption of a 2 percent growth over the previous fiscal year.

Expenses:

120-40-65005-00 Traffic Signals
This account reflects Southern California Edison (SCE) charges for traffic signals and County of Riverside TLMA Administration monthly costs.

120-40-65015-00 Lighting
This account reflects lighting in the LLMD provided by Southern California Edison. The budget estimates are based upon previous actuals charged to this account with growth of approximately 2 percent.

120-40-65020-00 Landscaping
This account reflects landscaping services for the LLMD. Brightview Landscape Services Inc. monthly service constitutes 67 percent of the account balance. Budgetary estimates are based on FY 21-22 estimated actuals with a 5 percent growth rate for each respective fiscal year.

120-40-65025-00 Drainage
This account reflects drainage services. Only 7 transactions were reflected in the account with 1 invoice from Aran Tree Service equaling 93% of the amount balance. Future years will anticipate a multiple year plan to reduce cost.

120-40-65030-00 Street Sweeping
This account reflects street sweeping services to the LLMD. The budgetary amount is based upon FY 21-22 actuals with growth of 2 percent each respective year. For FY 22-23 and thereafter additional streets are planned to be added.

120-40-35035-00 Graffiti Removal/Vandalism
This account reflects utilizing a contracted company for graffiti removal in the LLMD.

120-40-65120-00 Operations
This account reflects operation costs related to the LLMD which includes a portion of rent, computer maintenance, and utilities.

120-40-65125-00 Transportation/Communication
This account reflects phone, internet and mobile phone services along with computer maintenance, truck service, and vehicle fuel for the LLMD.

120-40-65130-00 Insurance
This account reflects the LLMD's share of General Liability, Cyber Crime, and Crime Coverage insurance.

120-40-65135-00 Assessment Engineer
This account reflects the continual use of an assessment engineer contracted services.

120-40-65140-00 Professional Services

This account reflects the continual use of contracted professional services for the LLMD. TRI Lake is used for the LLMD professional service needs.

Capital Improvements:

120-40-650XX-00 Meridian Parkway Improvements – Sidewalk Repairs

This account reflects Meridian Parkway sidewalk repairs. This project includes roadway excavation, earthwork, subgrade preparation, concrete removal, and tree removal. It also includes striping, signing, pavement markings, installation of fire hydrant, sidewalk and curb and gutter repairs. The amount of this project in FY 22-23 is budgeted for \$150,000. In FY 23-24 Meridian Parkway sidewalk repairs project plans on continuing sidewalk repairs on Meridian Parkway.

120-40-650XX-00 Tree Replacement

This account reflects the tree replacements project to replace trees throughout LLMD with \$150,000 budgeted for FY 22-23 and each fiscal year thereafter.

COMMUNITY FACILITIES DISTRICT - CFD

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	None	None

BUDGET CHANGES AND OPERATIONAL IMPACTS

The delay in the development of the March LifeCare Campus, within the JPA’s Northeast Corner, has resulted in a very low input and output within the CFD account. Revenues associated with March LifeCare CFD are largely collected in assessments from the March Veterans Village site, as well as the Signature Health and Cobalt sites. Due to lack of activities within the Northeast Corner, the CFD has seen very little activity over the years. However, due to long vacancies within abandoned JPA buildings the March JPA has been experiencing increasing nuisances from transients in the area. As such, modifications to the CFD budget are recommended to address ongoing maintenance and public hazard issues occurring within the Northeast Corner.

GOALS FOR 2022-2024

	<u>Measure</u>	<u>Status</u>
1	Pursue a DDA Amendment with March LifeCare developer to require infrastructure improvements prior to the end of 2022.	DDA Amendment approved January 2022. Improvements in progress.
2	Interim maintenance of drainage infrastructure – Cactus Channel	Construction design and right-of-way acquirement underway. In the meantime, JPA staff is maintaining the channel and required ACOE permit for interim maintenance.
3	Ongoing landscape maintenance	In progress. Minimal activities here to mitigate potential fire hazards.
4	Utilities maintenance	Ongoing maintenance costs of utilities, previously paid of the JPA General Fund, will be directed to the CFD fund.

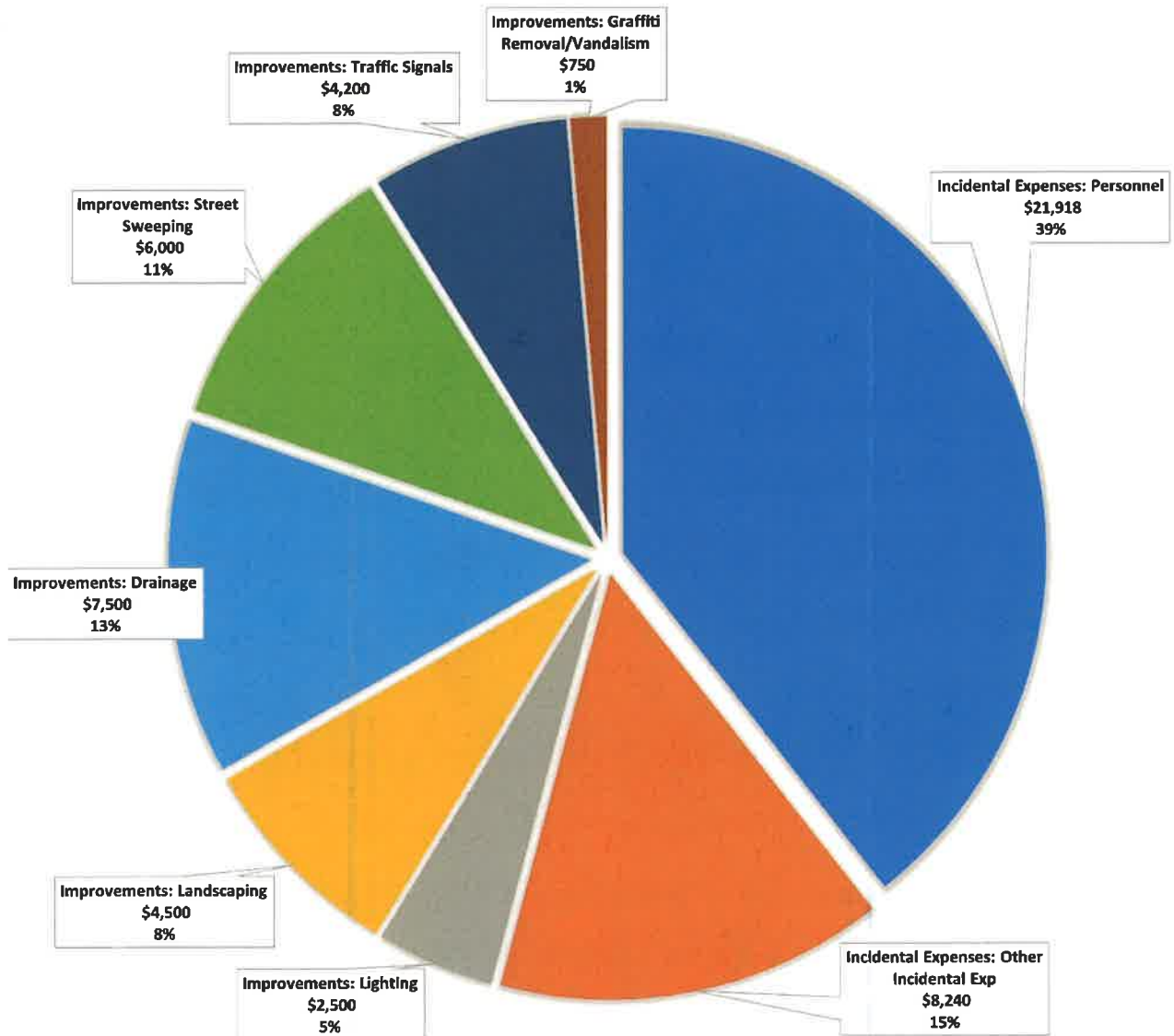
REVENUES & EXPENSES

The CFD is expected to remain stagnant in FY 2022-2023 and FY 2023-2024. Within 2022-2024 budgets, the CFD is estimated to collect \$74,061 in assessments per year. Proposed capital improvements, in addition to maintenance contracts, will not exceed assessment revenues.

REVENUE FY 22-23 = \$74,061

EXPENSES FY 22-23 = \$55,608

PROJECTED FY 22-23 CFD FUND ESTIMATED EXPENSES
\$55,608



FUND 140 CFD FUND – BUDGET NOTES

Revenues:

140-00-40260-00

Assessments

This is the sole revenue source for the Community Facilities District (CFD) Fund. The basis for this revenue source is derived from a special assessment to the properties covered in the CFD. The annual assessment of \$74,061 is not expected to change through FY 23-24.

Expenses:

140-40-65005-00

Traffic Signals

This account reflects Southern California Edison (SCE) charges for traffic signals located in the CFD. Currently one traffic signal was identified on the SCE invoice located at Riverside and Meyer which is within the CFD.

140-40-65015-00

Lighting

This account reflects lighting in the CFD. The budget estimates are based upon previous actuals charged to this account. No significant change in charges are anticipated.

140-40-65020-00

Landscaping

This account reflects maintenance and weed abatement services for the CFD. Estimates are based upon a vendor currently being used in another area in the JPA.

140-40-65025-00

Drainage

This account reflects drainage services, and the estimate is based upon services provided to the JPA in another area.

140-40-65030-00

Street Sweeping

This account reflects street sweeping services to the CFD. The budgetary amount is based upon estimated costs currently being provided at Green Acres.

140-40-35035-00

Graffiti Removal/Vandalism

This account reflects utilizing a contracted company for graffiti removal in the CFD.

140-40-65130-00

Insurance

This account reflects the CFD's share of General Liability, Cyber Crime, and Crime Coverage insurance.

140-40-65135-00

Assessment Engineer

This account reflects the continual use of an assessment engineer contracted services.

140-40-65140-00

Professional Services

This account reflects the continual use of contracted professional services for the CFD.

GREEN ACRES

2021-2022 PERFORMANCE MEASURES

	Measure	Status
1	Maintain full Occupancy	Occupancy at 100%.
2	Reduce water costs	WMWD water infrastructure project to be completed end of 2022.
3	Improve energy efficiencies within homes	More than three home renovations were completed in FY 2021-2022 to accommodate move-outs and new move-ins.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time.

GOALS FOR 2022-2024

No changes to the above-mentioned Performance Measures are proposed at this time. In April of 2022, the Joint Powers Commission expressed interest in releasing Green Acres for sale to an independent party. March JPA staff has engaged non-profits, government agencies and private entities in the release of Green Acres for sale. Discussions with various parties are in progress.

GREEN ACRES ENTERPRISE FUNDS – REVENUES

Description	Audited 2020-2021 Actual	Current 2021-2022 Actual	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
RENTAL INCOME	1,796,114	1,800,000	1,628,294	2,000,000	2,000,000
UTILITY CHARGES	60,974	60,000	47,037	60,000	60,000
LATE FEES & NSF FEES	1,122	1,500	639	1,000	1,000
CREDIT CHECK FEES	1,760	1,000	720	1,000	1,000
INTEREST INCOME	3,452	-	(96,104)	30,000	30,000
HOLDING FEES FORFEITURE	-	200	-	120	120
MISCELLANEOUS	440	250	325	400	400
Net Operating Revenue	\$ 1,863,862	\$ 1,862,950	\$ 1,580,911	\$ 2,092,520	\$ 2,092,520

REPAIRS & MAINTENANCE FUND – TRANSFERS IN

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
Designated Set Aside (5% of Rental Income)	100,000	90,000	-	100,000	100,000
Total Transfers In	\$ 100,000	\$ 90,000	\$ -	\$ 100,000	\$ 100,000

EXPENDITURES

Description	Audited 2020-2021 Actual	Current 2020-2021 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023 – 2024 Budget
Roof Repairs	9,075	25,000	5,215	27,000	27,000
Unit Improvements (Kitchens)	53,349	50,000	50,276	55,000	55,000
Total Expenses	\$ 62,424	\$ 75,000	\$ 55,491	\$ 82,000	\$ 82,000

FUND 301 GREEN ACRES ENTERPRISE FUND – BUDGET NOTES

Revenues:

301-00-48025-00

Transfers-In: Designated Set Aside (5% of Rental Income)

This is the sole revenue source for the Green Acres Enterprise Fund. The basis for this revenue source is derived from Green Acres rental income. Five percent of total rental income is set aside specifically for designated repair and maintenance.

Expenses:

301-20-51250-00

Roof Repairs

This account reflects sectional roof repairs provided by Christianson Roofing.

301-20-51200-03

Unit Improvements (Kitchens)

This account reflects various kitchen repairs including cabinetry.

Attachments:

1) Resolution #JPA 22-16 Adopting the Two-Year Budget for FY 2022/23 and FY 2023/24

Exhibit “A” Proposed General Fund Two-Year Budget for FY 2022/23 and FY 2023/24

Exhibit “B” Proposed LLMD #1 Two-Year Budget for FY 2022/23 and FY 2023/24

Exhibit “C” Proposed CFD Two-Year Budget for FY 2022/23 and FY 2023/24

Exhibit “D” Proposed Green Acres Two-Year Budget for FY 2022/23 and FY 2023/24 (Includes Designated Fund Budget).

RESOLUTION #JPA 22-16

**A RESOLUTION OF THE MARCH JOINT POWERS
AUTHORITY ADOPTING THE 2022/2023 TWO
YEAR BUDGET FOR FISCAL YEARS 2023
THROUGH 2024**

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Joint Powers Commission annually prepares and adopts an agency budget; and,

WHEREAS, the financial resources necessary to implement the annual budget are provided through proceeds from lease revenue, sale of assets, Green Acres enterprise funds, and grants; and

WHEREAS, the Authority provides funds in the form of loans to support the operations of the March Inland Port Airport Authority.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Joint Powers Commission at its regular session assembled on August 18, 2022, that in all matters provided for in the Joint Powers Agreement creating the March Joint Powers Authority, that a two-year annual budget in the amount of \$4,453,225 for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$4,319,534 for the time period from July 1, 2023 through June 30, 2024 attached hereto as Exhibit "A," is hereby adopted by the March Joint Powers Commission; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the two-year annual budget of the March Joint Powers Authority/Green Acres Enterprise in the amount of \$1,751,740, and \$82,000 for designated repairs for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$1,762,387 and \$82,000 for designated repairs for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "B" is also adopted as a part of the Annual Budget; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Annual Budget for the Landscaping and Lighting Maintenance District #1 in the amount of \$1,523,592, for the time period July 1, 2022 through June 30, 2023 and in the amount of \$1,580,033 for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "C" is also adopted as part of the Annual Budget; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Annual Budget for the Community Facilities District in the amount of \$55,608, for the time period July 1, 2022 through June 30, 2023 and in the amount of \$57,343 for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "D" is also adopted as part of the Annual Budget; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that these Annual Budget may be amended by future action of the March Joint Powers Commission as required

by changes during this program year.

PASSED, APPROVED, and ADOPTED this 24th day of August, 2022.

Jeffrey Hewitt, Chair
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution #JPA 22-16 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 24, 2022.

Ayes:

Noes:

Abstain:

Absent:

Date: August 24, 2022

Cindy Camargo, Clerk
March Joint Powers Commission

EXHIBIT 'A'

**March Joint Powers Authority
FY 2022/2023 and FY 2023/2024 Budget**

MARCH JOINT POWERS AUTHORITY - GENERAL FUND
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
100			GENERAL FUND							
			REVENUE							
	00	40100	00 LEASE REVENUE	550,636	496,452	461,448	400,000	274,751	196,748	140,461
	00	40300	00 PLANNING FEES	3,328,622	2,195,472	2,959,658	2,400,000	2,060,840	1,035,000	1,035,000
	00	40400	00 BUILDING PERMIT FEES	-	-	-	-	-	2,034,000	2,034,000
	00	40430	00 PUBLIC WORKS FEES	-	-	-	-	-	500,000	500,000
	00	40575	00 UTILITY HOOKUP FEES	-	-	-	500	-	-	-
	00	40655	00 FOREIGN TRADE ZONE	37,400	43,000	71,000	43,000	73,400	71,000	71,000
	00	40600	00 INTEREST INCOME	482,275	517,299	164,580	300,000	(210,761)	168,000	168,000
	00	40650	00 PROCEEDS/SALE OF FIXED ASSET	2,433	-	-	2,000,000	250,000	-	-
	00	40675	00 TRAINING & FILMING FEES	400	2,200	2,500	1,000	4,600	1,100	1,100
	00	40680	00 TUMF REIMBURSEMENT REVENUE	2,632,679	859,993	-	-	-	-	-
	00	40715	00 FRANCHISE FEES	600,000	600,000	600,000	600,000	600,000	1,270,000	1,270,000
	00	40750	00 MISCELLANEOUS	4,306	9,617	28,500	5,000	234	1,000	1,000
	00	40700	04 REIMBURSEMENT REVENUE	1,582	-	-	-	-	-	-
	00	40800	00 SUCCESSOR AGENCY FEES	250,000	250,000	250,000	250,000	-	250,000	250,000
			Total Operating Revenue	\$ 7,890,333	\$ 4,974,033	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561
			OTHER FINANCING SOURCES							
	00	48025	02 TRANSFER FROM GOLF COURSE	12,500,000	-	-	-	-	-	-
	00	48025	04 TRANSFER FROM GREEN ACRES	400,000	300,000	-	-	-	-	-
			Total Other Financing Sources	\$ 12,900,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
			TOTAL	\$ 20,790,333	\$ 5,274,033	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
		EXPENSES		ADMINISTRATION DEPT							
			Personnel								
10	50100	05		Salaries and Wages	823,604	763,694	832,768	880,000	733,956	925,673	847,890
10	50100	10		Benefits	155,057	134,974	131,818	145,000	98,220	115,297	117,926
10	50100	12		Funding of Post Employment Benefits	30,000	-	-	-	-	-	-
10	50100	15		PERS Contributions	88,039	91,564	97,615	106,025	68,375	95,961	103,131
10	50100	20		Medicare Tax	12,315	11,169	12,526	15,000	11,163	12,983	13,855
10	50100	25		Unemployment	-	-	4,559	2,000	279	2,000	2,000
10	50100	30		Workers Compensation Ins.	11,345	8,929	5,630	13,500	38,649	12,086	12,770
10	50100	32		Temporary Employee	1,778	32,745	-	10,000	-	10,000	10,000
10	50100	35		Employee Recruitment	-	856	10,310	1,000	1,897	1,000	1,000
10	50100	98		Severance Pay	-	-	-	-	-	-	-
10	50100	99		Unfunded Accrued Liability	71,583	85,933	64,528	78,975	78,865	96,792	111,312
		Total			\$ 1,193,721	\$ 1,129,864	\$ 1,159,754	\$ 1,251,500	\$ 1,031,404	\$ 1,271,792	\$ 1,219,884
		Operating Cost									
10	50150	02		Mileage Reimbursement	2,142	570	-	1,500	191	1,000	1,000
10	50150	04		Payroll Services	5,845	6,135	6,273	7,500	5,588	7,500	7,500
10	50150	06		Periodicals/Memberships	4,688	3,618	4,277	4,000	1,188	2,000	2,000
10	50150	08		Education/Training	6,751	1,305	1,216	2,000	6,531	10,000	10,000
10	50150	12		Travel	25,490	10,577	-	20,000	5,400	30,000	30,000
10	50150	14		JPC Members' Stipend	14,500	13,800	16,100	13,500	11,800	17,300	17,300
10	50150	15		Meeting Expenses	4,607	2,718	6,896	4,500	8,265	13,000	13,000
10	50150	16		Office Supplies	11,674	10,946	11,657	15,000	9,062	15,000	15,000
10	50150	18		Telephone & Internet Expense	8,679	9,061	8,903	12,000	4,896	6,500	6,750
10	50150	20		Mobile Phones	4,832	7,372	7,786	7,000	4,807	6,000	6,000
10	50150	24		Postage	2,952	2,435	5,204	3,000	1,975	3,750	3,750
10	50150	26		Liability Insurance	32,775	46,674	55,216	57,000	76,524	97,347	102,000
10	50150	30		Printing - Outside	6,848	1,578	1,021	3,500	1,383	3,500	3,500
10	50150	32		Equipment Leases	8,814	10,107	12,130	12,000	7,878	12,000	12,000
10	50150	34		Equipment Maintenance	19,549	36,193	37,076	35,000	32,063	57,000	57,000
10	50150	35		Vehicle Maintenance & Fuel	7,696	4,479	4,037	7,000	3,573	4,100	4,100
10	50150	38		Production/Artwork	3,481	2,417	1,937	1,500	6,895	13,000	13,000
10	50150	39		Marketing / Branding	-	-	-	-	-	25,000	25,000
10	50150	40		Promotional Activities	10,524	23,900	16,019	35,000	14,372	50,000	50,000
10	50150	42		Bank Fees	408	83	2	500	-	27,000	27,000

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
Operating Cost (Continued)										
10	50150	46	Office Custodial	6,693	5,685	7,195	6,000	4,410	6,000	6,000
10	50150	47	Office Rent	53,054	64,627	61,283	76,000	53,958	65,500	66,100
10	50150	48	Office Utilities	15,630	13,911	13,734	17,500	7,915	10,700	10,900
10	50150	50	Office Building Insurance	500	500	600	600	-	600	600
10	50150	55	Office Security	647	781	1,571	-	-	-	-
10	50180	00	MOU Payment	650,000	-	-	-	-	-	-
		Total		\$ 908,779	\$ 279,472	\$ 280,133	\$ 341,600	\$ 288,474	\$ 483,797	\$ 489,500
Professional Services										
10	50200	02	General Legal Services (88%)	145,803	159,002	159,774	175,000	133,078	189,400	200,500
10	50200	04	Special Legal Services	21,454	2,189	4,089	15,000	30,292	31,500	33,000
10	50200	10	Legal Property Surveys	460	-	-	1,000	-	1,000	1,000
10	50200	14	Annual Audit	31,823	27,306	36,975	38,500	24,200	35,000	35,000
10	50200	20	Lobbyist	91,244	91,576	90,014	94,000	67,644	94,000	94,000
10	50200	22	Engineering Services	60,982	2,011	10,250	8,000	850	2,000	2,000
10	50200	25	Consulting Services	277,384	296,999	370,862	300,000	188,164	350,000	350,000
10	50200	40	Foreign Trade Zone	632	8	-	750	7,067	7,100	7,100
10	50200	45	Joint Land Use Study	-	-	5,000	-	-	-	-
		Total		\$ 629,782	\$ 579,091	\$ 676,964	\$ 632,250	\$ 451,295	\$ 710,000	\$ 722,600
Capital Expenses - Office										
10	50300	02	Equipment/Furniture	5,427	8,723	3,640	15,000	1,411	10,000	10,000
10	50300	04	Computer Hardware	5,256	21,901	20,552	20,000	3,411	10,000	10,000
10	50300	06	Computer Software	3,938	37,587	31,853	15,000	19,558	20,000	20,000
		Total		\$ 14,621	\$ 68,211	\$ 56,045	\$ 50,000	\$ 24,380	\$ 40,000	\$ 40,000
ADMINISTRATION DEPT TOTAL				\$ 2,746,903	\$ 2,056,638	\$ 2,172,896	\$ 2,275,350	\$ 1,775,553	\$ 2,505,589	\$ 2,471,984
FACILITIES MGMT DEPT										
20	51150	00	Fire and Casualty Insurance	2,751	3,519	5,143	5,200	9,536	15,586	18,000
20	51200	00	Building Maintenance	8,715	2,651	4,175	4,000	21,273	40,000	40,000
20	51250	00	Grounds Maintenance	127,431	128,949	189,854	125,000	12,447	70,000	70,000
20	51255	00	Street & Lighting Maintenance	37,421	17,137	466,107	20,000	25,048	35,000	35,000
20	51300	00	Equipment Maintenance	1,167	13,001	2,217	17,000	1,462	2,300	2,300
20	51325	00	Equipment Purchases	-	8,125	5,097	17,000	-	-	-
20	51330	00	Capital Improvements	-	9,065	-	-	-	-	-
20	51350	00	Utilities	17,732	12,712	21,515	16,000	20,075	25,750	25,750
20	51355	00	Fuel Costs	4,517	4,033	2,408	5,500	238	2,000	2,500
20	51360	00	Police Patrols	204,768	199,275	214,564	215,000	125,929	225,000	237,000
		Total		\$ 404,502	\$ 398,467	\$ 911,080	\$ 424,700	\$ 216,008	\$ 415,636	\$ 430,550

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Project Costs								
	20	51400	00	Bad Debt Expense	10,855	-	-	-	-	3,500	3,500
	25	51500	05	Heacock Drainage Improvements	-	7,726	-	-	-	-	-
	25	51500	10	Van Buren Boulevard	961,472	859,993	-	-	-	-	-
			Total		972,327	867,719	-	-	-	3,500	3,500
				FACILITIES MGMT DEPT	\$ 1,376,829	\$ 1,266,186	\$ 911,080	\$ 424,700	\$ 216,008	\$ 419,136	\$ 434,050
				PLANNING DEPT							
	30	52100	00	General Plan Preparation/Adoption	-	-	-	-	-	-	-
	30	52200	00	Plan Check/Inspection Fees	1,384,348	1,469,960	791,270	1,200,000	1,257,414	1,440,000	1,325,000
	30	52220	00	Education/Training/Periodicals/Membership	742	-	-	5,000	1,102	2,500	2,500
	30	52250	00	Environmental Fees	26,234	32,644	34,412	45,000	34,464	45,000	45,000
	30	52300	00	Printing Costs	-	-	-	1,000	-	10,000	10,000
	30	52325	00	Planning Software	5,595	1,535	59,765	16,000	25,252	25,500	25,500
	30	52350	00	Public Notices/Filings	1,855	877	561	3,000	1,948	3,000	3,000
	30	52400	00	Environmental Review	-	-	-	2,500	-	2,500	2,500
				PLANNING DEPT	\$ 1,418,774	\$ 1,505,016	\$ 886,008	\$ 1,772,500	\$ 1,920,800	\$ 1,528,500	\$ 1,413,500
				OTHER FINANCING USES							
	10	50900	00	Transfer to the March Inland Port Authority	400,000	-	-	-	-	-	-
				Total Other Financing Uses	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Total Revenues	20,790,333	5,274,033	4,537,686	5,999,500	3,053,064	5,526,848	5,470,561
				Total Expenses	5,942,506	4,827,840	3,969,984	3,972,550	3,311,741	4,453,225	4,319,534
				Projected Net Revenue	\$ 14,847,827	\$ 446,193	\$ 567,702	\$ 2,026,950	\$ (258,677)	\$ 1,073,623	\$ 1,151,027
				FUND BALANCE:							
				Fund Balance, Unassigned - Beginning			\$ 27,342,547	\$ 27,910,249		\$ 27,937,199	\$ 29,010,822
				Projected Net Revenue			\$ 567,702	\$ 2,026,950		\$ 1,073,623	\$ 1,151,027
	00	40650	00	PROCEEDS/SALE OF FIXED ASSET			\$ 27,910,249	\$ (2,000,000)		\$ 29,010,822	\$ 30,161,849
				PROJECTED ENDING FUND BALANCE, UNASSIGNED			\$ 27,937,199	\$ 27,937,199	\$ -	\$ 29,010,822	\$ 30,161,849

EXHIBIT 'B'

Landscape Lighting and Maintenance District (LLMD) #1

FY 2022/2023 and FY 2023/2024 Budget

MARCH JOINT POWERS AUTHORITY - LLM D
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
120										
			REVENUE							
	00	40260	00 ASSESSMENTS	1,367,803	1,526,765	1,597,090	1,749,810	1,257,287	2,191,985	2,236,000
			Net Operating Revenue	\$ 1,367,803	\$ 1,526,765	\$ 1,597,090	\$ 1,749,810	\$ 1,257,287	\$ 2,191,985	\$ 2,236,000
			Total Revenue	\$ 1,367,803	\$ 1,526,765	\$ 1,597,090	\$ 1,749,810	\$ 1,257,287	\$ 2,191,985	\$ 2,236,000
			EXPENSES							
			IMPROVEMENTS							
40	65005	00	Traffic Signals	27,037	15,073	30,761	41,371	18,172	30,000	30,000
40	65010	00	Signage	-	-	1,017	-	347	350	350
40	65015	00	Lighting	35,167	56,701	58,955	56,991	52,369	68,000	69,500
40	65020	00	Landscaping	585,597	801,505	887,952	839,154	592,881	798,600	838,500
40	65025	00	Drainage	205,339	191,751	103,332	287,759	8,593	105,000	125,000
40	65030	00	Street Sweeping	23,500	23,490	30,090	40,800	26,524	38,000	38,800
40	65035	00	Graffiti Removal / Vandalism	360	654	4,543	2,561	-	4,500	4,500
			Total Improvements Expenses	\$ 877,000	\$ 1,089,174	\$ 1,116,650	\$ 1,268,636	\$ 698,886	\$ 1,044,450	\$ 1,106,650
			INCIDENTAL EXPENSES							
40	65118	05	Salaries and Wages	82,700	117,182	88,711	120,951	48,251	77,707	62,408
40	65118	10	Benefits	18,483	26,880	14,758	27,612	9,456	9,933	10,066
40	65118	15	PERS Contributions	9,435	12,946	9,713	12,862	5,520	5,924	6,161
40	65118	20	Medicare Tax	1,120	1,910	1,274	1,972	705	995	1,038
40	65118	30	Workers Compensation Ins.	1,361	1,071	722	1,578	4,638	4,342	4,447
40	65118	99	Unfunded Accrued Liability	8,299	9,963	8,523	10,805	10,416	25,568	29,403
40	65120	00	Operations	12,944	10,663	8,862	13,148	5,202	6,210	6,460
40	65125	00	Transportation/Communication	4,136	2,308	3,479	15,778	5,928	8,500	8,500
40	65130	00	Insurance	7,000	9,000	9,100	9,598	12,972	7,180	12,000
40	65135	00	Assessment Engineer	-	-	-	17,093	9,000	9,000	9,000
40	65140	00	Professional Services	16,000	9,000	9,000	11,834	12,315	9,200	9,200
40	65145	00	Publication	194	396	-	1,315	-	200	200
40	65200	00	Contingency	-	-	-	13,148	-	14,383	14,500
			Total Incidental Expenses	\$ 161,672	\$ 201,319	\$ 154,142	\$ 257,694	\$ 124,403	\$ 179,142	\$ 173,383
			CAPITAL IMPROVEMENTS							
40	65500	01	Meridian Parkway Impr-Sidewalk Re	-	-	-	-	-	150,000	150,000
40	65500	05	Tree Replacement	-	-	-	-	-	150,000	150,000
			TOTAL CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Total Revenue	1,367,803	1,526,765	1,597,090	1,749,810	1,257,287	2,191,985	2,236,000
			Total Expenses	1,038,672	1,290,493	1,270,792	1,526,330	823,289	1,523,592	1,580,033
			Projected Net Revenue	329,131	236,272	326,298	223,480	433,998	668,393	655,967
			FUND BALANCE:							
			Fund Balance, Restricted: Maintenance & Landscaping - Beginning			\$ 1,310,222	\$ 1,636,520		\$ 1,860,000	\$ 2,528,393
			Projected Net Revenue			\$ 326,298	\$ 223,480		\$ 668,393	\$ 655,967
			PROJECTED ENDING FUND BALANCE, RESTRICTED			\$ 1,636,520	\$ 1,860,000	\$ -	\$ 2,528,393	\$ 3,184,360

EXHIBIT 'C'

**Communities Facility District (CFD) #1
FY 2022/2023 and FY 2023/2024 Budget**

MARCH JOINT POWERS AUTHORITY - CFD
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Sub Acct	Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
140										
			REVENUE							
	00	40260	ASSESSMENTS	60,183	34,145	52,116	74,061	55,988	74,061	74,061
			Net Operating Revenue	\$ 60,183	\$ 34,145	\$ 52,116	\$ 74,061	\$ 55,988	\$ 74,061	\$ 74,061
			Total Revenue	\$ 60,183	\$ 34,145	\$ 52,116	\$ 74,061	\$ 55,988	\$ 74,061	\$ 74,061
			EXPENSES							
			IMPROVEMENTS							
	40	65005	Traffic Signals	-	-	-	825	-	4,200	4,200
	40	65015	Lighting	2,911	2,115	2,393	3,273	1,984	2,500	2,500
	40	65020	Landscaping	-	-	-	25,215	-	4,500	4,500
	40	65025	Drainage	-	-	-	7,649	-	7,500	7,500
	40	65030	Street Sweeping	-	-	-	1,241	-	6,000	6,000
	40	65031	Rapid Transit Shelters	-	-	-	100	-	-	-
	40	65035	Graffiti Removal/ Vandalism	-	-	-	200	-	750	750
			Total Improvements Expenses	\$ 2,911	\$ 2,115	\$ 2,393	\$ 38,503	\$ 1,984	\$ 25,450	\$ 25,450
			INCIDENTAL EXPENSES							
	40	65110	Project Manager	-	17,719	-	17,719	-	-	-
	40	65118	Salaries and Wages	-	-	-	-	-	14,348	14,635
	40	65118	Benefits	-	-	-	-	-	2,683	2,684
	40	65118	PERS Contributions	-	-	-	-	-	2,016	2,057
	40	65118	Medicare Tax	-	-	-	-	-	245	249
	40	65118	Workers Compensation Ins.	-	-	-	-	-	2,626	2,678
	40	65130	Insurance	-	-	-	-	-	2,150	3,500
	40	65135	Assessment Engineer	-	1,500	-	3,000	3,000	3,000	3,000
	40	65140	Professional Services	3,010	1,500	3,000	-	1,500	3,000	3,000
	40	65150	County Cost Tax Roll	-	-	-	123	-	90	90
	40	65200	Contingency	-	-	-	-	-	-	-
			Total Incidental Expenses	\$ 3,010	\$ 20,719	\$ 3,000	\$ 20,842	\$ 4,500	\$ 30,158	\$ 31,893

Fund Dept.	Sub Acct	Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Total Revenues	60,183	34,145	52,116	74,061	55,988	74,061	74,061
			Total Expenses	5,921	22,834	5,393	59,345	6,484	55,608	57,343
			Projected Net Revenue	\$ 54,262	\$ 11,311	\$ 46,723	\$ 14,716	\$ 49,504	\$ 18,453	\$ 16,718
			FUND BALANCE:							
			Fund Balance, Restricted: Maintenance & Landscaping - Beginning			\$ 99,167	\$ 145,890		\$ 160,606	\$ 179,059
			Projected Net Revenue			\$ 46,723	\$ 14,716		\$ 18,453	\$ 16,718
			PROJECTED ENDING FUND BALANCE, RESTRICTED			\$ 145,890	\$ 160,606	\$ -	\$ 179,059	\$ 195,777

EXHIBIT 'D'

**Green Acres Enterprise Fund and Designated Repairs and Maintenance Fund
FY 2022/2023 and FY 2023/2024 Budget**

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
300			GREEN ACRES ENTERPRISE FUND							
	REVENUE									
00	40200	00	RENTAL INCOME	1,761,547	1,771,477	1,796,114	1,800,000	1,628,294	2,000,000	2,000,000
00	40225	00	UTILITY CHARGES	55,780	56,142	60,974	60,000	47,037	60,000	60,000
00	40250	00	LATE FEES & NSF FEES	1,800	889	1,122	1,500	639	1,000	1,000
00	40300	00	CREDIT CHECK FEES	1,640	880	1,760	1,000	720	1,000	1,000
00	40600	00	INTEREST INCOME	95,591	65,360	3,452	-	(96,104)	30,000	30,000
00	40675	00	HOLDING FEES FORFEITURE	-	120	-	200	-	120	120
00	40750	00	MISCELLANEOUS	325	200	440	250	325	400	400
	Revenue Total			\$ 1,916,683	\$ 1,895,068	\$ 1,863,862	\$ 1,862,950	\$ 1,580,911	\$ 2,092,520	\$ 2,092,520
			Net Operating Revenue	\$ 1,916,683	\$ 1,895,068	\$ 1,863,862	\$ 1,862,950	\$ 1,580,911	\$ 2,092,520	\$ 2,092,520
	EXPENSES									
			ADMINISTRATION DEPT							
			Personnel							
10	50100	05	Salaries and Wages	180,075	209,328	241,843	235,000	193,448	207,006	207,932
10	50100	10	Benefits	45,015	44,740	45,622	47,000	34,629	36,614	36,888
10	50100	12	Post Employment Benefits	(7,730)	(1,130)	564	-	-	-	-
10	50100	15	PERS Contributions	83,565	42,782	91,220	23,010	16,219	16,316	17,197
10	50100	20	Medicare Tax	2,892	3,221	3,451	4,000	3,067	3,362	3,510
10	50100	25	Unemployment	-	-	-	-	-	-	-
10	50100	30	Workers Compensations Ins.	7,488	5,893	3,972	17,000	17,500	14,769	15,142
10	50100	99	Unfunded Accrued Liability	11,412	13,699	17,045	20,990	20,832	12,784	14,701
				\$ 322,717	\$ 318,533	\$ 403,717	\$ 347,000	\$ 285,695	\$ 290,851	\$ 295,370
			Operating Cost							
10	50150	06	Periodicals/Memberships	801	1,373	625	1,500	2,095	2,500	2,500
10	50150	08	Education/Training	990	-	391	500	-	500	500
10	50150	16	Office Supplies	1,100	902	878	1,500	861	1,500	1,500
10	50150	18	Telephone & Internet Expense	1,186	1,105	1,325	1,300	423	1,000	1,000
10	50150	20	Mobile Phones	995	1,116	1,033	1,000	1,178	1,300	1,300
10	50150	24	Postage	40	-	-	200	-	100	100
10	50150	26	Liability Insurance	5,520	7,465	8,686	9,000	13,571	18,473	23,000
10	50150	30	Printing-Outside	-	524	-	500	-	-	-
10	50150	36	Advertisement	-	-	-	-	1,937	-	-
10	50150	42	Bank Fees	-	-	-	-	3,163	4,000	4,000
10	50150	44	Tenant Relations	1,000	1,000	-	1,000	1,000	1,000	1,000
10	50150	47	Office Rent	7,239	8,189	7,759	13,000	6,055	8,000	8,000
10	50150	48	Office Utilities	1,178	1,178	982	1,300	1,551	2,000	2,000
10	50150	50	Depreciation	301,377	301,377	301,617	-	-	301,617	301,617

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
10	50300	02	Office Equipment	-	-	-	500	-	500	500
10	50300	06	Computer Software	2,316	13,399	3,268	9,000	5,074	8,000	8,000
	Total			\$ 323,742	\$ 337,628	\$ 326,564	\$ 40,300	\$ 35,908	\$ 350,490	\$ 355,017
	Professional Services									
10	50200	02	General Legal Services (Court Costs)	-	-	-	500	-	500	500
10	50200	15	Credit Check Services	1,251	824	2,117	1,000	519	1,000	1,000
10	50200	30	Security Measures	5,701	15,944	46	-	-	-	-
	Total			\$ 6,952	\$ 16,768	\$ 2,163	\$ 1,500	\$ 519	\$ 1,500	\$ 1,500
	Capital Expenses									
10	50300	10	Appliance Purchase	23,799	11,340	28,543	22,500	16,497	22,000	22,000
10	50300	15	Security Entrance Gates	5,433	730	4,132	20,000	3,264	8,000	8,000
	Total			\$ 29,232	\$ 12,070	\$ 32,675	\$ 42,500	\$ 19,761	\$ 30,000	\$ 30,000
	Total		ADMINISTRATION DEPT	\$ 682,643	\$ 684,999	\$ 765,119	\$ 431,300	\$ 341,883	\$ 672,841	\$ 681,887
			FACILITIES MGMT DEPT							
20	51150	00	Fire and Casualty Insurance	11,976	15,429	20,403	20,000	34,277	56,399	58,000
20	51160	00	Property Taxes	30,334	30,973	31,515	35,000	31,871	40,000	40,000
20	51200	00	Building Maintenance	232,532	201,590	136,563	240,000	87,569	150,000	150,000
20	51250	00	Grounds Maintenance	357,085	327,788	253,428	350,000	186,940	250,000	250,000
20	51300	00	Equipment Maintenance	43,598	47,181	48,742	55,000	34,731	55,000	55,000
20	51350	00	Utilities	358,933	438,237	474,649	425,000	379,975	425,000	425,000
	51360	00	Bad Debt Expense	4,684	11,828	-	2,500	-	2,500	2,500
	Total		FACILITIES MGMT DEPT	\$ 1,039,142	\$ 1,073,026	\$ 965,300	\$ 1,127,500	\$ 755,363	\$ 978,899	\$ 980,500
			OTHER FINANCING USES							
10	50900	00	Transfer to Other Funds	487,500	390,000	100,000	-	-	-	-
			5% of Rental Incom	-	-	-	-	-	100,000	100,000
	Total		OTHER FINANCING USES	\$ 487,500	\$ 390,000	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000
			Total Revenue	1,916,683	1,895,068	1,863,862	1,862,950	1,580,911	2,092,520	2,092,520
			Total Expenses	2,209,285	2,148,025	1,830,419	1,558,800	1,097,246	1,751,740	1,762,387
			Projected Net Revenue	\$ (292,602)	\$ (252,957)	\$ 33,443	\$ 304,150	\$ 483,665	\$ 340,780	\$ 330,133
			NET POSITION:							
			Net Position, Unrestricted - Beginning			\$ 3,213,089	\$ 3,246,532		\$ 3,550,682	\$ 3,891,462
			Projected Net Revenue			\$ 33,443	\$ 304,150		\$ 340,780	\$ 330,133
			PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ 3,246,532	\$ 3,550,682	\$ -	\$ 3,891,462	\$ 4,221,595

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
DESIGNATED REPAIRS AND MAINTENANCE
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024**

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
301			Green Acres Designated Funds							
			TRANSFERS IN							
	00	48025 00	Designated Set Aside (5% of Rental Income)	87,500	90,000	100,000	90,000	-	100,000	100,000
			Total Transfers In	\$ 87,500	\$ 90,000	\$ 100,000	\$ 90,000	\$ -	\$ 100,000	\$ 100,000
			EXPENSES							
	20	51250 00	Roof Repairs	26,685	13,265	9,075	25,000	5,215	27,000	27,000
	20	51200 03	Unit Improvements (Kitchens)	71,853	75,207	53,349	50,000	50,276	55,000	55,000
			Total Expenses	\$ 98,538	\$ 88,472	\$ 62,424	\$ 75,000	\$ 55,491	\$ 82,000	\$ 82,000
			Total Transfers In	87,500	90,000	100,000	90,000	-	100,000	100,000
			Total Expenses	98,538	88,472	62,424	75,000	55,491	82,000	82,000
			Projected Net Revenue	\$ (11,038)	\$ 1,528	\$ 37,576	\$ 15,000	\$ (55,491)	\$ 18,000	\$ 18,000
			NET POSITION:							
			Net Position, Net Investment in Capital Assets - Beginning			\$ 144,334	\$ 181,910		\$ 196,910	\$ 214,910
			Projected Net Revenue			\$ 37,576	\$ 15,000		\$ 18,000	\$ 18,000
						\$ 181,910	\$ 196,910	\$ -	\$ 214,910	\$ 232,910
			D ENDING NET POSITION - NET INVESTMENT IN CAPITAL ASSETS							

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (1)

Meeting Date: August 24, 2022

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file Financial Status Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the previous month and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's ongoing activities related to the MIPAA approved FY 2021/22 budget.

Attachment: 1) Financial Status Reports for June and July 2022

Item 10 (1)
Attachment 1

Financial Status Reports for June 2022 for the
March Inland Port Airport Authority

MARCH INLAND PORT
BALANCE SHEET
AS OF 06/30/2022

GENERAL FUND

ASSETS

Cash In Bank	7,448,372.10
Accounts Receivable	73,009.16
Billable Expenditures	412.55
Prepaid Expenses	-
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(6,636,104.07)
Equipment	1,434.97
Land and Buildings	38,221,477.22
Deferred Outflows - Pension	139,262.31
Deferred Outflows - OPEB	64,019.00
OPEB Asset	-

Assets Total :

69,137,816.80

LIABILITIES

Debt to the JPA	2,687,896.35
Accounts Payable	204,170.71
Payroll Liability	-
Interest Payable	1,463,366.67
Deposits	-
Net Pension Liability	483,761.76
OPEB Liability	49,343.00
Compensated Absences	84,208.66
Deferred Inflows - Pension	14,892.47
Deferred Inflows - OPEB	-

Liabilities Total:

4,987,639.62

FUND-BALANCE

Fund Balance	59,610,851.44
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Fund-Balance Total:

59,610,851.44

Retained Earnings:

4,539,325.74

Total Fund Balance and Retained Earnings

64,150,177.18

Total Liabilities, Fund-Balance and Retained Earnings:

69,137,816.80

**General Ledger
Revenue vs Budget**

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 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-402,000.00	-29,799.21	-350,123.19	-51,876.81		87.10
500-00-40300-00	PERMIT FEES	-5,000.00	0.00	-2,000.00	-3,000.00		40.00
500-00-40500-00	GRANTS/FEDERAL	-250,000.00	-53,080.00	-363,764.00	113,764.00		145.51
500-00-40735-00	PROCEEDS D-3 WEST	0.00	0.00	-4,000,000.00	4,000,000.00		0.00
500-00-40750-00	MISCELLANEOUS	0.00	-55.00	-55.00	55.00		0.00
500-00-44050-02	Fuel Flowage Fees	-580,000.00	-37,031.62	-533,039.94	-46,960.06		91.90
500-00-44050-04	Aircraft landing Fees	-480,000.00	-40,161.80	-441,448.53	-38,551.47		91.97
500-00-44050-14	Ramp Use Fees	-1,500.00	0.00	-9,699.44	8,199.44		646.63
500-00-44050-16	Security Fees	-11,000.00	-4,595.00	-19,442.62	8,442.62		176.75
500-00-44050-18	Vendor Surcharges	-205,000.00	-9,722.74	-169,027.51	-35,972.49		82.45
500-00-44050-22	Airplane Parking Fees	-6,000.00	-248.00	-6,620.92	620.92		110.35
Revenue Total		1,940,500.00	174,693.37	5,895,221.15	-3,954,721.15		3.038
Grand Total		1,940,500.00	174,693.37	5,895,221.15	-3,954,721.15		3.038

**General Ledger
Expenses vs Budget**

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Period 12 - 12
Fiscal Year 2022



**March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	430,000.00	56,621.51	449,462.62	-19,462.62	-4.53
500-10-50100-05	Salaries and Wages	65,000.00	5,287.64	63,415.01	1,584.99	2.44
500-10-50100-10	Benefits	87,000.00	5,345.54	84,610.32	2,389.68	2.75
500-10-50100-15	PERS Contributions	7,000.00	848.88	6,768.53	231.47	3.31
500-10-50100-20	Medicare Tax	7,000.00	0.00	9,075.83	-2,075.83	-29.65
500-10-50100-30	Workers Compensation Ins.	1,300.00	132.56	132.56	1,167.44	89.80
500-10-50150-02	Mileage Reimbursement	3,600.00	1,090.34	3,300.34	299.66	8.32
500-10-50150-06	Periodicals/Memberships	4,000.00	0.00	275.00	3,725.00	93.13
500-10-50150-08	Education/Training	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-12	Travel	1,500.00	150.05	587.72	912.28	60.82
500-10-50150-16	Office Supplies	12,000.00	1,380.74	16,877.09	-4,877.09	-40.64
500-10-50150-18	Telephone & Internet Expense	2,500.00	0.00	1,578.77	921.23	36.85
500-10-50150-20	Mobile Phones/Pagers	50.00	0.00	0.00	50.00	100.00
500-10-50150-24	Postage	14,000.00	0.00	13,571.47	428.53	3.06
500-10-50150-26	Liability Insurance	200.00	0.00	0.00	200.00	100.00
500-10-50150-30	Printing - Outside	1,200.00	542.06	2,119.81	-919.81	-76.65
500-10-50150-32	Office Equipment Leases	8,000.00	2,453.25	9,204.63	-1,204.63	-15.06
500-10-50150-34	Office Equipment Maintenance	3,500.00	0.00	695.00	2,805.00	80.14
500-10-50150-36	Advertisement	300.00	0.00	0.00	300.00	100.00
500-10-50150-38	Production/Artwork	1,700.00	0.00	10.00	1,690.00	99.41
500-10-50150-40	Promotional Activities	4,400.00	383.06	4,078.45	321.55	7.31
500-10-50150-47	Office Rent	8,000.00	1,776.72	8,763.18	-763.18	-9.54
500-10-50150-48	Office Utilities	20,000.00	3,193.00	23,914.36	-3,914.36	-19.57
500-10-50200-02	General Legal Services	5,000.00	0.00	11,683.63	-6,683.63	-133.67
500-10-50200-04	Special Legal Services	10,000.00	6,800.00	6,800.00	3,200.00	32.00
500-10-50200-12	Environmental Review	22,000.00	0.00	5,400.00	16,600.00	75.45
500-10-50200-14	Annual Audit	500.00	0.00	0.00	500.00	100.00
500-10-50200-15	Financial Consulting	35,000.00	148,507.53	339,150.78	-304,150.78	-869.00
500-10-50200-26	Aviation Planning	0.00	0.00	1,120.00	-1,120.00	0.00
500-10-50300-01	Airport Vehicle Purchase	280,000.00	0.00	0.00	280,000.00	100.00
500-10-50300-05	General Aviation Facilities	4,500.00	250.00	2,228.89	2,271.11	50.47
500-10-50300-06	Computer Hardware & Software	11,000.00	0.00	16,091.19	-5,091.19	-46.28
500-20-51150-00	Fire & Casualty Insurance	38,000.00	9,051.78	40,004.54	-2,004.54	-5.28
500-20-51155-00	Airside Liability Insurance	25,000.00	736.02	21,125.69	3,874.31	15.50
500-20-51200-00	Building Maintenance	19,000.00	590.97	7,260.93	11,739.07	61.78
500-20-51250-00	Grounds Maintenance	1,500.00	0.00	0.00	1,500.00	100.00
500-20-51300-00	Equipment Maintenance					

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
500-20-51350-00	Utilities	19,000.00	1,786.28	11,821.64	7,178.36	37.78
500-20-52150-00	Ramp Maintenance	6,000.00	0.00	49,319.72	-43,319.72	-722.00
500-20-52175-00	Taxiway Maintenance	6,000.00	0.00	5,462.50	537.50	8.96
500-20-52200-00	Obstruction Lighting	15,000.00	0.00	0.00	15,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	8,500.00	0.00	0.00	8,500.00	100.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	3,500.00	84.89	2,810.01	689.99	19.71
500-20-55000-00	Environmental Fees	23,000.00	549.00	7,636.04	15,363.96	66.80
500-20-55005-00	Fuel Service O & M	15,000.00	3,355.43	3,355.43	11,644.57	77.63
500-20-55010-00	Airfield OPS Maintenance	12,000.00	277.40	1,244.50	10,755.50	89.63
500-20-55015-00	Air Force Payments (JUA)	135,000.00	29,098.58	124,939.23	10,060.77	7.45
Expense Total		1,381,750.00	280,293.23	1,355,895.41	25,854.59	1.8711
Grand Total		1,381,750.00	280,293.23	1,355,895.41	25,854.59	0.0187

Item 10 (1)
Attachment 1

Financial Status Reports for July 2022 for the
March Inland Port Airport Authority

MARCH INLAND PORT
BALANCE SHEET
AS OF 07/31/2022

GENERAL FUND

ASSETS

Cash In Bank	7,421,544.98
Accounts Receivable	71,037.02
Billable Expenditures	412.55
Prepaid Expenses	-
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(6,636,104.07)
Equipment	1,434.97
Land and Buildings	38,221,477.22
Deferred Outflows - Pension	139,262.31
Deferred Outflows - OPEB	64,019.00
OPEB Asset	-

Assets Total :

69,109,017.54

LIABILITIES

Debt to the JPA	2,687,896.35
Accounts Payable	91,932.98
Payroll Liability	-
Interest Payable	1,463,366.67
Deposits	-
Net Pension Liability	483,761.76
OPEB Liability	49,343.00
Compensated Absences	84,208.66
Deferred Inflows - Pension	14,892.47
Deferred Inflows - OPEB	-

Liabilities Total:

4,875,401.89

FUND-BALANCE

Fund Balance	59,610,851.44
--------------	---------------

Fund-Balance Total:

59,610,851.44

Retained Earnings:

4,622,764.21

Total Fund Balance and Retained Earnings

64,233,615.65

Total Liabilities, Fund-Balance and Retained Earnings:

69,109,017.54

General Ledger Revenue vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

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Period 01 - 01
Fiscal Year 2023

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	0.00	-29,799.21	-29,799.21	29,799.21	0.00	0.00
500-00-40300-00	PERMIT FEES	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40500-00	GRANTS/FEDERAL	0.00	-57,513.00	-57,513.00	57,513.00	0.00	0.00
500-00-40550-00	GRANTS/STATE	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40560-00	SCE Grant	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40600-00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40725-00	TEMPORARY EASEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40735-00	PROCEEDS D-3 WEST	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40750-00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40800-00	AIRPORT IMPROVEMENT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
500-00-40860-01	NP ENTITLEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-00	OPERATING INCOME	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-02	Fuel Flowage Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-04	Aircraft landing Fees	0.00	-30,153.85	-30,153.85	30,153.85	0.00	0.00
500-00-44050-06	Equipment/Rental Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-08	Administrative Services Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-14	Ramp Use Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-16	Security Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-18	Vendor Surcharges	0.00	-12,396.74	-12,396.74	12,396.74	0.00	0.00
500-00-44050-20	Aircraft Tie Down	0.00	0.00	0.00	0.00	0.00	0.00
500-00-44050-22	Airplane Parking Fees	0.00	0.00	0.00	0.00	0.00	0.00
500-00-48025-00	TRANSFERS FROM OTHER FUNDS	0.00	129,862.80	129,862.80	-129,862.80	0	0
Revenue Total		0.00	129,862.80	129,862.80	-129,862.80	0	0
Grand Total		0.00	129,862.80	129,862.80	-129,862.80	0	0

General Ledger Expenses vs Budget

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 Period 01 - 01
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	0.00	34,791.68	34,791.68	-34,791.68	0.00
500-10-50100-05	Salaries and Wages	0.00	4,910.39	4,910.39	-4,910.39	0.00
500-10-50100-10	Benefits	0.00	0.00	0.00	0.00	0.00
500-10-50100-12	Post Employment Benefits	0.00	3,756.83	3,756.83	-3,756.83	0.00
500-10-50100-15	PERS Contributions	0.00	0.00	0.00	0.00	0.00
500-10-50100-16	GASB 68 Adjustments	0.00	527.90	527.90	-527.90	0.00
500-10-50100-20	Medicare Tax	0.00	0.00	0.00	0.00	0.00
500-10-50100-25	Unemployment	0.00	0.00	0.00	0.00	0.00
500-10-50100-30	Workers Compensation Ins.	0.00	0.00	0.00	0.00	0.00
500-10-50100-35	Employee Recruitment	0.00	0.00	0.00	0.00	0.00
500-10-50100-40	Car allowance	0.00	0.00	0.00	0.00	0.00
500-10-50100-99	Unfunded Accrued Liab(AUL)	0.00	0.00	0.00	0.00	0.00
500-10-50150-02	Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00
500-10-50150-04	Payroll Services	0.00	0.00	0.00	0.00	0.00
500-10-50150-06	Periodicals/Memberships	0.00	0.00	0.00	0.00	0.00
500-10-50150-08	Education Training	0.00	0.00	0.00	0.00	0.00
500-10-50150-10	Special Equipment	0.00	0.00	0.00	0.00	0.00
500-10-50150-12	Travel	0.00	0.00	0.00	0.00	0.00
500-10-50150-16	Office Supplies	0.00	0.00	0.00	0.00	0.00
500-10-50150-18	Telephone & Internet Expense	0.00	1,396.75	1,396.75	-1,396.75	0.00
500-10-50150-20	Mobile Phones/Pagers	0.00	0.00	0.00	0.00	0.00
500-10-50150-24	Postage	0.00	0.00	0.00	0.00	0.00
500-10-50150-26	Liability Insurance	0.00	0.00	0.00	0.00	0.00
500-10-50150-28	Copy Cost - In House	0.00	0.00	0.00	0.00	0.00
500-10-50150-30	Printing - Outside	0.00	0.00	0.00	0.00	0.00
500-10-50150-32	Office Equipment Leases	0.00	0.00	0.00	0.00	0.00
500-10-50150-34	Office Equipment Maintenance	0.00	441.75	441.75	-441.75	0.00
500-10-50150-36	Advertisement	0.00	0.00	0.00	0.00	0.00
500-10-50150-38	Production/Artwork	0.00	0.00	0.00	0.00	0.00
500-10-50150-40	Promotional Activities	0.00	0.00	0.00	0.00	0.00
500-10-50150-42	Bank Fees	0.00	0.00	0.00	0.00	0.00
500-10-50150-47	Office Rent	0.00	333.98	333.98	-333.98	0.00
500-10-50150-48	Office Utilities	0.00	49.08	49.08	-49.08	0.00
500-10-50150-50	Depreciation Expense	0.00	0.00	0.00	0.00	0.00
500-10-50175-00	Interest Expense	0.00	0.00	0.00	0.00	0.00
500-10-50200-02	General Legal Services	0.00	0.00	0.00	0.00	0.00
500-10-50200-04	Special Legal Services	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
500-10-50200-06	Legal Litigation	0.00	0.00	0.00	0.00	0.00
500-10-50200-10	Legal Property Surveys	0.00	0.00	0.00	0.00	0.00
500-10-50200-12	Environmental Review	0.00	0.00	0.00	0.00	0.00
500-10-50200-14	Annual Audit	0.00	0.00	0.00	0.00	0.00
500-10-50200-15	Financial Consulting	0.00	0.00	0.00	0.00	0.00
500-10-50200-18	Construction Management	0.00	0.00	0.00	0.00	0.00
500-10-50200-20	D. C. Lobbyist	0.00	0.00	0.00	0.00	0.00
500-10-50200-26	Aviation Planning	0.00	0.00	0.00	0.00	0.00
500-10-50200-30	U.S. Customs	0.00	0.00	0.00	0.00	0.00
500-10-50300-01	Airport Vehicle Purchase	0.00	0.00	0.00	0.00	0.00
500-10-50300-02	Furniture	0.00	0.00	0.00	0.00	0.00
500-10-50300-05	General Aviation Facilities	0.00	0.00	0.00	0.00	0.00
500-10-50300-06	Computer Hardware & Software	0.00	0.00	0.00	0.00	0.00
500-10-50300-12	Taxiway G Realignment	0.00	0.00	0.00	0.00	0.00
500-10-50300-30	Apron Taxiway Lane G Rehab	0.00	0.00	0.00	0.00	0.00
500-10-50300-50	Airport Layout Plan	0.00	0.00	0.00	0.00	0.00
500-10-50900-00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
500-20-51100-00	Lease Payments	0.00	0.00	0.00	0.00	0.00
500-20-51150-00	Fire & Casualty Insurance	0.00	0.00	0.00	0.00	0.00
500-20-51155-00	Airside Liability Insurance	0.00	0.00	0.00	0.00	0.00
500-20-51200-00	Building Maintenance	0.00	215.97	215.97	-215.97	0.00
500-20-51250-00	Grounds Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-51300-00	Equipment Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-51350-00	Utilities	0.00	0.00	0.00	0.00	0.00
500-20-52150-00	Ramp Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-52175-00	Taxiway Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-52200-00	Obstruction Lighting	0.00	0.00	0.00	0.00	0.00
500-20-52250-00	Pest Control	0.00	0.00	0.00	0.00	0.00
500-20-52300-00	Airport Equip. Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-52350-00	Airport Equip. Rental	0.00	0.00	0.00	0.00	0.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	0.00	0.00	0.00	0.00	0.00
500-20-55000-00	Environmental Fees	0.00	0.00	0.00	0.00	0.00
500-20-55005-00	Fuel Service O & M	0.00	0.00	0.00	0.00	0.00
500-20-55010-00	Airfield OPS Maintenance	0.00	0.00	0.00	0.00	0.00
500-20-55015-00	Air Force Payments (JUA)	0.00	0.00	0.00	0.00	0.00
500-23-56005-00	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00
500-23-56010-00	SIGNAGE	0.00	0.00	0.00	0.00	0.00
500-23-56015-00	LIGHTING	0.00	0.00	0.00	0.00	0.00
500-23-56020-00	LANDSCAPING	0.00	0.00	0.00	0.00	0.00
500-23-56025-00	Drainage	0.00	0.00	0.00	0.00	0.00
500-23-56030-00	Street Sweeping	0.00	0.00	0.00	0.00	0.00
500-23-56035-00	Graffiti Removal/Vandalism	0.00	0.00	0.00	0.00	0.00
500-23-65025-00	Drainage	0.00	0.00	0.00	0.00	0.00
	Expense Total	0.00	46,424.33	46,424.33	-46,424.33	0
	Grand Total	0.00	46,424.33	46,424.33	-46,424.33	0

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**MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (2)***

Meeting Date: August 24, 2022

Report: **UPDATE ON JPC ACTIONS, LEGISLATION,
PROPERTY TRANSFERS, PLANNING ACTIVITIES
AND STAFF ACTIVITIES**

Motion: Move to receive and file the report or take other actions as deemed appropriate by the Commission.

Background:

This report is an update of staff activities since the last March Joint Powers Commission of the March Inland Port Airport Authority (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

March Inland Port

2022 Capital Projects Update: There are no Capital Improvement Projects in CY 2022.

Airport Master Plan

Objective: Consider Infrastructure Improvements, Land Uses and Airport Development Plans

Status: On July 23, 2021, the Federal Aviation Administration (FAA) awarded March Inland Port Airport Authority (MIPAA) an \$856,115 FAA Airport Capital Improvement Plan (ACIP) entitlement grant. As a request by MIPAA in its ACIP, FAA grant funds were offered to conduct an Airport Master Plan (AMP) to include a Pavement Maintenance Plan (PMP). MIPAA has not engaged in the preparation of an AMP since its conception. MIPAA has engaged its consultant to conduct the PMP and AMP under this grant. The first coordination meeting was held on Thursday, November 11, 2021. MIPAA delivered a litany of requested documents to the consultant on October 21, 2021. The Team reviewed the schedule and action items. MIPAA and Consultant meet regularly and will provide the Commission regular updates throughout the planning process. In January, notification letters were distributed to stakeholders. The letter also requested stakeholders participate in the Project Advisory Committee (PAC). The first PAC meeting was held on March 9, 2022 at 1 pm (PST). The PAC meeting was the first of a series of meetings and provided stakeholders an overview as to the intent and process behind the MP efforts. Stakeholder input is integral to the development of the MP. Field work was complete in February which included "full area" GIS mapping and surveying of MARB. On February 15, 2022, the consultant began its pavement conditions surveys of MIPAA owned infrastructure. The pavement surveys and pavement testing efforts are related to updating MIPAA's Pavement Maintenance and Management Program (PMMP). This effort is funded by the FAA in concert

Preparation Date: August 18, 2022

with the MP. MIPAA consultant staff are continuing airport inventory data collection efforts. The consultant has completed its drone flyover and obtained airfield topographical aerial imagery. **Staff and our consultants are preparing for a PAC meeting in September. We have expanded the membership of the PAC to include a few new members from the county and cities as we begin more detailed planning efforts. Staff is working with the contractor to provide a more detailed update on Master Plan progress at the Special TAC scheduled for September 7, 2022.**

Fuel Facility Expansion

Objective: Meet Current and future Demands for Jet-A Fuel Storage

Status: With realized growth of commercial aircraft activity, meeting JET-A fuel storage sufficient for existing demand has become increasingly problematic. Additional fuel storage tanks are required. Freeman Holdings of Riverside, LLC (FHR) operates and maintains the fuel facility. FHR also provides aircraft ground handling services to the airlines and general aviation airport users. Their services include fueling of all types of aircraft, ensuring fuel storage quantities meet demands, load and unload of aircraft, provide ground support equipment and personnel and other support services. In order to provide aviation services at March Inland Port (MIP), FHR entered into two property leases which include MIPAA's bulk storage fuel facility and portions of MIPAA's executive terminal.

Riverside Inland Development, LLC, VIP-215 Project

Objective: Private Development of Parcel D2 generating revenue and jobs

Status: On December 16, 2020 and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre, VIP 215 Project site is located directly east of the I-215 Freeway off-ramp at Van Buren Boulevard, south of the existing March Field Air Museum, and west of the existing runways and facilities of the March Air Reserve Base and north of the boundary of the City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. Specifically, the approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building (intensive ecommerce use), inclusive of 46,637 square-feet of ground floor office space and 13,506 square feet of second floor office space. The building has a maximum height of 54 feet. The project site includes 2,551 parking spaces for employees and visitors, 428 truck trailer parking stalls and 39 stalls for tractor cab parking. The building address is 25000 Van Buren Boulevard, Riverside, California, 92518. On May 26, 2021, the March JPA Commission considered and approved a Plot Plan Amendment and Tentative Parcel Map for the VIP 215 Project. Amended Plot Plan, reduced the size of the warehouse building by 155,416 sq. ft., to 1,866,948 sq. ft., reduced the number of vehicle parking spaces from 2,551 to 2,390, increased the number of truck trailer parking stalls from 428 truck trailer parking stalls to 1,000, the elimination of one driveway, along the extension of Van Buren Boulevard, and the addition of a Pedestrian Bridge, to allow for unrestricted truck movement through the most northern drive aisle (Driveway 1), and pedestrian access, via the bridge from a staircase on either side of the drive aisle. The height of the bridge will be approximately 31.5 feet. March ARB, March JPA and Developer are working on obtaining the required approvals and easements for an Interim Drainage Outfall Facility to be constructed on March ARB, to support project off site and project on-site drainage until the Riverside County Perris Valley Lateral B Project, Stage 5, is completed. Supporting documentation has been prepared. Drafts of the Fair Market Value Survey and Easement Document are being prepared and should be completed by the end of December 2021. The Developer was issued a rough grading permit on September 16, 2021. Since then, there has been

a considerable amount of grading, building pad development, trenching and installation of box culvert sections has occurred, and box drainage facility is currently under construction. A building permit was issued on December 1, 2021, and a precise grading permit was issued on December 2, 2021. Anticipated building completion in late 3rd or early 4th Quarter 2022. The concrete pours for the building foundation started on January 6, 2022, and will continue through to March 2022. Nighttime / early morning pours and lighting are being coordinated with the March JPA and March ARB so that Base operations are not impacted. The Developer/Construction Team will provide updates to the concrete pour schedule every two weeks. Project drainage improvements are nearly complete with the exception of the final outfall structure construction at the exit onto base property. The Air Force easement document is being executed by Air Force Reserves Headquarters. An action item seeking approval to execute the easement is on this agenda for Commission consideration (*approved 2/23/2022*). Building exterior camera surveillance systems are under review by Air Force Security Forces. Staff is also working with the tenant, Hillwood and MARB on security related infrastructure being place on and around the project site to ensure the developer is meeting the security expectations of MARB. An easement between MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval. MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. **On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guildines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure.**

Meridian Park, LLC D1 Aviation Gateway Project

Objective: Private Development of Parcel D1 supporting aviation facilities generating revenue and jobs

Status: On August 3, 2020, Meridian Park D-1, LLC (the "Applicant"), submitted a Plot Plan and Zone Change application to develop a gateway air freight cargo center, with one, approximately 201,200 square foot, industrial warehouse, and one, approximately 70,140 square foot, accessory maintenance building, on 84.06 acres. The Project site is located within the southeastern portion of the March Joint Powers Authority (March JPA) jurisdiction, within unincorporated Riverside County, California. More specifically, the Project site is located just south of the March Air Reserve Base (March ARB), west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue, in Moreno Valley, California. Interstate 215 (I-215) is located approximately one mile west of the project site. The Project proposes to develop a gateway air freight cargo center, including the construction of an approximately 201,200 square foot industrial warehouse with 9 grade level loading doors and 42 dock positions and an approximately 70,140 square foot accessory maintenance building with grade level access. The proposed warehouse and maintenance facility development would consist of 56 gross acres (41 net acres), while the proposed taxiway and tarmac extensions would consist of 12 acres. The overall Project footprint to be analyzed includes 84.06 acres, as described above. The industrial warehouse would be constructed to a maximum height of 48 feet, and the maintenance building would be constructed to a maximum height of 46 feet. The

Project would include construction of a parking apron sized to accommodate commercial cargo airplanes and would be paved to meet FAA standards. The existing taxiway would be used to access the March Inland Port Airport runway. The proposed expansion of the existing taxiway/tarmac would allow for improved access to the existing taxiway for the Project tenants and existing Airport users south of the Project site. Upon completion, the proposed Project is anticipated to average 17 flights a day. MJPA Planning Staff has routed the project plans and documents to MJPA Departments, March Air Reserve Base, member jurisdictions and agencies for review and comments. Staff has also initiated Tribal Consultation pursuant to AB 52. A Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project was circulated on March 31, 2021 for public review/comment and ended April 29, 2021. The March JPA held a Public Scoping Meeting, via teleconference on April 14, 2021. Input was received from the general public and March Air Reserve Base staff. Since April 2021, ongoing discussions regarding the proposed project, CEQA and NEPA level environmental documentation has occurred between the Applicant, March JPA/MIPAA staff and March ARB staff. In late November 2021, the Applicant submitted NEPA Form 813 environmental documentation to the March JPA/March ARB for review and comment. The form/review is to help March ARB determine the level/type of NEPA environmental document to be prepared. Once this information is received, March JPA/Applicant will prepare an Admin Draft environmental document for review/comment. This should occur sometime during the first quarter 2022. The Project Applicant has revised the project description and proposed project decreasing the overall scope of the project to eliminate potential impact to the Superfund remediation site known as Site 007. The Project Applicant has updated NEPA Form 813 environmental documentation for March JPA/March ARB review and comment and Section 163 environmental documents required by the FAA. In addition, CEQA environmental documentation is also being updated. The revised Project Description/Project Site Plan was complete in February 2022. The participating Tribes have been notified of the change of the proposed project. Documents are under review by MARB, FAA and regulatory agencies. On May 16, 2022, the updated/revised Project Description/Project Plans/Documentation was transmitted to March JPA departments, member jurisdictions and other reviewing agencies. March JPA staff has asked for comments or conditions of approvals by June 1, 2022. The updated Section 163 was sent to the FAA for review. Section 163 is an FAA preliminary project review that determines any federal action from the NEPA perspective.

Attachment: None.

**MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (3)***

Meeting Date: August 24, 2022

Action: **APPROVE JUNE AND JULY 2022 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the months of June and July 2022 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the previous month for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment: 1) Listing of checks disbursed in June and July 2022 for the March Inland Port Airport Authority.

Item 10 (3)
Attachment 1

Listing of checks disbursed in June 2022 for
the March Inland Port Airport Authority

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:38 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5004738	SCE4	Southern California Edison	06/06/2022	771.72
5004739	RIVCO	RivCo Mechanical Services, Inc.	06/06/2022	736.02
5004740	WASTEM	WM Corporate Services, Inc.	06/06/2022	215.97
5004741	ABILITY	Ability Counts, Inc.	06/09/2022	375.00
5004742	FRONTIER	Frontier Communications	06/09/2022	660.00
5004743	StaplesA	Staples Business Credit	06/09/2022	93.87
5004744	WMWD	Western Municipal Water District	06/09/2022	383.06
5004745	Computer	California Computer Options, Inc.	06/09/2022	811.75
5004746	C&S	C & S Engineers, Inc.	06/22/2022	53,080.09
5004747	FRONTIER	Frontier Communications	06/22/2022	9.05
5004748	Million	Million Air, Riverside	06/22/2022	545.18
5004749	Computer	California Computer Options, Inc.	06/22/2022	1,770.68
Report Total (12 checks):				59,452.39

Item 10 (3)
Attachment 1

Listing of checks disbursed in July 2022 for
the March Inland Port Airport Authority

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:40 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5004750	BankofAm	Bank Of America	07/06/2022	376.40
5004751	BESTBE	Best Best & Krieger, LLP	07/07/2022	3,747.40
5004752	C&S	C & S Engineers, Inc.	07/07/2022	54,433.00
5004753	FRONTIER	Frontier Communications	07/07/2022	594.51
5004754	Freeman	Million Air Riverside	07/07/2022	3,440.32
5004755	CanonF	Canon Financial Services, Inc.	07/07/2022	271.03
5004756	WMWD2	Western Municipal Water District	07/07/2022	621.98
5004757	StaplesA	Staples Business Credit	07/13/2022	56.18
5004758	SCE4	Southern California Edison	07/13/2022	1,014.56
5004759	AVINSM	Aviation Insurance Mangers Inc.	07/20/2022	9,051.78
5004760	C&S	C & S Engineers, Inc.	07/20/2022	6,800.00
5004761	FrogEnv	Frog Env., Inc.	07/20/2022	549.00
5004762	Computer	California Computer Options, Inc.	07/20/2022	139.00
5004763	USTREAS	Treasurer Of The United States of America	07/20/2022	29,098.58
5004764	FRONTIER	Frontier Communications	07/28/2022	1,377.71
5004765	Gosliga	Gary Gosliga	07/28/2022	132.56
5004766	WMWD	Western Municipal Water District	07/28/2022	383.06
5004767	Computer	California Computer Options, Inc.	07/28/2022	460.79
5004768	CanonF	Canon Financial Services, Inc.	07/28/2022	271.03
5004769	WASTEM	WM Corporate Services, Inc.	07/28/2022	215.97
5004770	Planet	Planetbids, Inc.	07/28/2022	1,090.34
5004771	WMWD2	Western Municipal Water District	07/28/2022	550.06

Report Total (22 checks):

114,675.26

**MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY**

***MIPAA - Reports, Discussions and Action Items
Agenda Item No. 11 (1)***

Meeting Date: August 24, 2022

Action: **ADOPT RESOLUTION #MIPAA 22-01 A RESOLUTION
OF THE MARCH INLAND PORT AIRPORT
AUTHORITY ADOPTING THE TWO-YEAR BUDGET
FOR FISCAL YEAR 2022/23 AND FISCAL YEAR
2023/24**

Motion: Move to adopt Resolution #MIPAA 22-01 a resolution of the March Inland Port Airport Authority adopting the two-year budget for fiscal year 2022/23 and fiscal year 2023/24

BACKGROUND

On August 3, 2022, the Finance Subcommittee convened to review the recommended FY 2022/23 and FY 2023/24 budgets for the March Inland Port Airport Authority. The Subcommittee recommended that the budgets be scheduled for Commission consideration, to include a recommendation that the March JPA loans to MIPAA be fully forgiven.

INTRODUCTION

March Air Force Base was established as a military installation in 1918, within the western Riverside County region of Southern California. The base encompassed approximately 6,500 acres straddling Interstate 215 just south of Highway 60. In July of 1993, March AFB was selected for realignment by Congress and was subsequently converted from a Regular Component base to a Reserve Component Base, effective April 1st, 1996. The decision to realign March AFB resulted in approximately 4,400 acres of surplus properties made available for disposal actions, to include parcels along the airfield.

Prior to base realignment, the base employed over 10,000 military personnel and civilian employees. The existence of the base in its pre-realignment condition contributed an estimated \$500 million annually to the regional economy according to the March Air Force Base Redevelopment Project. The base realignment, and subsequent economic loss came as a shock to the region and the benefits relative to the planning and implementation of new economic opportunities were not realized until early 2004.

The March JPA inherited several Air Force parcels along the runway for the purpose of developing and operating an air cargo operation at the March Inland Port airport.

AIRPORT AUTHORITY

March Inland Port Airport Authority (Airport Authority), is a governing body under the umbrella of the March JPA. The Airport Authority is responsible for the development and operation of the March Inland Port (MIP) airport, a joint-use aviation facility targeted for air cargo operations.

2021-2022 PERFORMANCE MEASURES

	Measure	Status
1	Financial Sustainability	Currently sustainable. Maintain over next two budget years
2	Master Planning	Data collection, infrastructure inventory and aviation forecasts complete. Complete MP by fall 2023. Begin implementation of Capital Improvements in 2024.
3	Airport Developments	VIP-215 construction underway. COO expected in early 2024. Meridian D1 Aviation Gateway in entitlement process. Upon approval of project, expect construction to begin end of 2023 or early 2024

FORGIVENESS OF MIPAA LOANS TO MJPA

Since 2004 the Airport Authority met much of its budgetary needs through loans from the March JPA General Fund. While previous Airport Authority budgets did not include the repayment of March JPA loans, the pending sunseting of the March JPA as well as the establishment of the Airport Authority as a standalone entity, is triggering the need to consider this loan repayment issue within upcoming budgets. At their regularly scheduled public meeting, the March Joint Powers Commission considered four scenarios for MIPAA loan repayment to the March JPA and unanimously concurred with the Finance Subcommittee's recommendation of loan forgiveness by the JPA, to allow the Airport Authority an opportunity to sustain itself after March JPA dissolution actions.

The following discussion provides clarifications and corrections (in red) from the prior August 10th Joint Powers Commission meeting staff report, regarding MIPAA loan amounts due to the March JPA:

Scenario One: Full Loan Repayment: The payoff would be done in three fiscal years with two years paying \$1,523,088. and the final year paying \$1,523,087.

Scenario Two: Partial Repayment: The amount of payoff under this scenario amounts to \$2,284,632 or \$761,544 per the next 3 fiscal years. The remainder balance would be forgiven.

Scenario Three: Interest Only Repayment: This scenario pays off \$1,881,367 of interest that would accrue through FY 24-25 and the principal amount would be forgiven. Payments over three fiscal years would be \$627,122 per year. The principal amount of the loan to be forgiven would be \$2,687,896.

Scenario Four: Loan Forgiveness: This scenario would approve the Airport budget as currently proposed and forgive all MJPA loans in the amount of \$4,255,763.

The total amount due, to date, including interest through June 30, 2022, is \$4,255,763. The total loan amount is comprised of two components. The 1st component is comprised of \$597,896 of non-interest-bearing loans issued 2003 and earlier. The 2nd component is interest bearing loans issued dating back as far as 2004 in the principal amount of \$2,090,000. The interest accrued on this amount through 6/30/2022 is \$1,567,866.67. Interest continues to accrue on the loans at \$104,500 per fiscal year. By 2025, the total amount due to the JPA will be \$4,569,263 including interest.

BUDGET CHANGES AND OPERATIONAL IMPACTS

A Category called “Improvements” is added in the amount of \$466,000 to account for the on-going maintenance requirements due to addition of new airport facilities and associated improvements in 2023. These maintenance requirements are associated with the full improvement of Parcel D-2 which will accommodate a 1.8 million square foot logistics building for Target.

Improvements requiring ongoing maintenance include traffic signals, signage, lighting, landscaping, drainage, street sweeping and graffiti removal along the newly installed Van Buren Boulevard. These facilities will be within the jurisdiction of the March Inland Port Airport.

GOALS FOR 2022-2024

Continue investment in infrastructure projects resulting out of the Master Plan and submit grant applications for those projects. Utilize the proceeds from Parcel D-3 to Airport Authority obligated portions of grant funded projects and/or invest in projects not otherwise eligible for FAA grant funding. Maintain fiscal sustainability not to encumber member jurisdictions. No other significant budget changes anticipated.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time. The proposed budget reflects the full forgiveness of MIPAA loans to MJPA, to include interest payments.

Budgeted revenues and expenses have been met. Future two-year budget expects financial sustainability with adequate funds for planned infrastructure repairs and improvements. New ground lease revenue from VIP-215 will begin in 2023. That lease revenue influx is identified in the two-year budget. Additionally, \$4,000,000 was deposited into Airport Authority’s budget resulting from the sale of Parcel D-3. Disbursements of those proceeds are limited to funding airport infrastructure projects.

Attachment:

- 1) Resolution #MIPAA 22-01 Adopting the Two-Year Budget for FY 2022/23 and FY 2023/24

RESOLUTION #MIPAA 22-01

**A RESOLUTION OF THE MARCH INLAND PORT
AIRPORT AUTHORITY ADOPTING THE 2022/2023
TWO YEAR BUDGET FOR FISCAL YEARS 2023
THROUGH 2024**

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Joint Powers Commission formed the March Inland Port Airport Authority (MIPAA) in 1997; and

WHEREAS, the March Joint Powers Commission, sitting as the MIPAA Commission, prepares and adopts an agency budget; and

WHEREAS, MIPAA relies on airport operating revenue and federal grants for its primary funding source.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Inland Port Airport Authority Commission at its regular session assembled on August 18, 2022, that in all matters provided for in the creation of the March Inland Port Airport Authority, that a two-year annual budget in the amount of \$3,316,725 for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$4,914,740 for the time period from July 1, 2023 through June 30, 2024 attached hereto as Exhibit "A," is hereby adopted by the March Inland Port Airport Authority Commission; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Two-Year Annual Budget may be amended by future action of the March Inland Port Airport Authority Commission as required by changes during this program year.

PASSED, APPROVED, and ADOPTED this 24th day of August, 2022.

Jeffrey Hewitt, Chair
March Inland Port Airport Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Inland Port Airport Authority Commission, do hereby certify that the foregoing resolution #MIPAA 22-01 was duly and regularly adopted by the March Inland Port Airport Authority Commission at its regularly scheduled meeting on August 24, 2022.

Ayes:

Noes:

Abstain:

Absent:

Date: August 24, 2022

Cindy Camargo, Clerk
March Inland Port Airport Authority Commission

EXHIBIT 'A'

**March Inland Port Airport Authority
FY 2022/2023 and FY 2023/2024 Budget**

**MARCH INLAND PORT AIRPORT AUTHORITY
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024**

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY							
				REVENUE							
				OPERATING REVENUE:							
	00	40100	00	Lease Revenue	244,581	258,135	335,727	402,000	290,945	1,259,000	2,454,360
	00	40300	00	Permit Fees	3,500	4,000	3,500	5,000	2,000	3,000	3,500
	00	40655	00	Foreign Trade Zone	-	-	-	-	-	-	-
	00	44050	02	Fuel Flowage Fees	386,111	549,452	815,158	580,000	461,882	554,260	570,888
	00	44050	04	Aircraft Landing Fees	276,950	455,604	475,665	480,000	389,193	467,000	481,010
	00	44050	08	Administrative Service Fees	2,790	-	-	-	-	-	-
	00	44050	22	Airplane Parking Fees	3,110	4,854	23,226	6,000	5,650	3,000	4,000
	00	44050	16	Security Fees	30,613	7,775	8,248	11,000	13,173	12,000	13,000
	00	44050	18	Surcharges on Vendors	948,339	228,515	300,173	205,000	142,971	185,000	190,000
	00	44050	20	Aircraft Tie Down	6,457	5,841	3,520	-	-	5,000	5,000
	00	44050	14	Ramp Use Fees	374	960	-	1,500	9,289	2,500	3,000
	00	40735	00	Proceeds from D-3 West	-	-	-	-	4,000,000	-	-
				TOTAL OPERATING REVENUE	\$ 1,902,825	\$ 1,515,136	\$ 1,965,217	\$ 1,690,500	\$ 5,315,103	\$ 2,490,760	\$ 3,724,758
				CAPITAL PROJECTS REVENUE:							
	00	40500	00	Grants/Federal	2,952,631	117,597	157,000	-	-	-	270,000
				FAA Grant (Environmental Apron 1)	-	-	-	-	-	-	-
				FAA Grant (Environmental Apron 2)	-	-	-	-	-	-	-
				Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	-	-	-	235,000	135,192	621,115	-
				FAA Future Grants	-	-	-	-	-	-	1,800,000
				ARPA FAA Grant AIP 17 (Relief Grant 587,570 debt)	-	-	-	-	-	587,570	-
				TOTAL CAPITAL PROJECTS REVENUE	\$ 2,952,631	\$ 117,597	\$ 157,000	\$ 235,000	\$ 135,192	\$ 1,208,685	\$ 2,070,000
				TOTAL REVENUE	\$ 4,855,456	\$ 1,632,733	\$ 2,122,217	\$ 1,925,500	\$ 5,450,295	\$ 3,699,445	\$ 5,794,758
				EXPENSES							
				OPERATING EXPENSES							
				Personnel							
	10	50100	05	Salaries and Wages	233,762	362,150	465,282	430,000	359,810	508,250	508,548
	10	50100	10	Benefits	41,257	59,529	65,109	65,000	52,565	69,786	70,377
	10	50100	12	Post Employment Benefits	(10,822)	(1,583)	(2,271)	-	-	-	-
	10	50100	15	PERS Contributions	61,917	70,828	216,373	48,270	36,975	52,248	53,809
	10	50100	20	Medicare Tax	3,741	5,360	6,291	7,000	5,421	8,015	8,288
	10	50100	30	Workers Compensation Ins.	2,496	1,964	1,324	7,000	8,503	7,670	7,915
	10	50100	35	Employee Recruitment	1,149	-	-	-	-	-	-
	10	50100	99	Unfunded Accrued Liability	12,449	14,945	31,655	38,730	38,688	47,483	54,605
			Total	\$ 345,949	\$ 513,193	\$ 783,763	\$ 596,000	\$ 501,962	\$ 693,452	\$ 703,542	

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Operations								
	10	50150	02	Mileage Reimbursement	697	626	-	1,300	-	1,500	1,700
	10	50150	06	Periodicals/Memberships	3,695	3,283	3,553	3,600	2,210	3,600	3,650
	10	50150	08	Education/Training (Seminars)	2,394	215	-	4,000	275	4,000	5,000
	10	50150	12	Travel	3,284	2,499	-	5,000	-	5,000	5,000
	10	50150	16	Office Supplies	2,030	909	1,371	1,500	401	1,500	1,500
	10	50150	18	Telephone & Internet Expense	6,539	14,708	16,375	12,000	13,849	16,000	17,000
	10	50150	20	Mobile Phones	1,626	1,823	2,005	2,500	1,579	2,500	2,500
	10	50150	24	Postage	540	73	329	50	-	50	100
	10	50150	26	General Liability Insurance	5,520	7,467	8,701	14,000	13,571	18,473	23,000
	10	50150	30	Printing - Outside	141	109	-	200	-	250	250
	10	50150	32	Office Equipment Leases	953	1,030	1,168	1,200	1,332	1,600	1,700
	10	50150	34	Office Equipment Maintenance	2,903	6,459	7,263	8,000	5,620	8,000	8,000
	10	50150	36	Advertisement	889	3,215	696	3,500	695	3,500	3,500
	10	50150	38	Production/Artwork	2,944	-	-	300	-	1,000	1,000
	10	50150	40	Promotional Activities	1,050	540	-	1,700	10	15,000	15,000
	10	50150	47	Office Rent	3,718	4,094	3,830	4,400	3,361	4,400	4,600
	10	50150	48	Office Utilities	5,668	6,543	7,503	8,000	6,353	8,000	8,000
	10	50150	50	Depreciation	687,488	778,603	778,698	-	-	778,698	778,698
	10	50715	00	Interest Expense	104,500	104,500	104,500	-	-	104,500	104,500
	10	50300	02	Furniture	621	-	-	-	-	-	-
	10	50300	05	General Aviation Facilities	-	-	-	280,000	-	-	-
	10	50300	01	Airport Vehicle Purchase	-	-	2,859	-	1,120	-	-
	10	50300	06	Computer Software and Hardware	1,996	2,153	1,019	4,500	1,979	7,000	7,000
			Total		\$ 839,196	\$ 938,849	\$ 939,870	\$ 355,750	\$ 52,355	\$ 984,571	\$ 991,698
			Professional Services								
	10	50200	02	General Legal Services (10%)	18,013	20,239	21,161	20,000	19,125	20,000	25,000
	10	50200	04	Special Legal Services	60,587	-	1,449	5,000	11,684	15,000	20,000
	10	50200	11	Environmental Review	2,464	-	-	10,000	-	15,000	15,000
	10	50200	14	Annual Audit	8,600	19,060	9,545	22,000	5,400	10,000	10,000
	10	50200	15	Financial Consulting	-	-	-	500	-	1,000	1,000
	10	50200	26	Aviation Planning	42,766	50,749	24,722	35,000	159,869	35,000	35,000
			Total		\$ 132,430	\$ 90,048	\$ 56,877	\$ 92,500	\$ 196,078	\$ 96,000	\$ 106,000

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
				Facilities Management							
	20	51150	00	Fire & Casualty Insurance	5,600	7,502	9,500	11,000	16,091	26,837	29,000
	20	51155	00	Airside Liability Insurance	22,681	24,810	20,213	38,000	30,953	45,000	50,000
	20	51200	00	Building Maintenance	12,840	27,414	40,404	25,000	18,936	20,000	20,000
	20	51250	00	Grounds Maintenance	13,095	19,428	19,149	19,000	6,073	11,000	11,000
	20	51300	00	Equipment Maintenance	-	660	610	1,500	-	1,500	2,000
	20	51350	00	Utilities	18,522	16,486	19,247	19,000	9,260	14,000	16,000
	20	52150	00	Ramp Maintenance	22,018	-	1,688	6,000	49,320	10,000	10,000
	20	52175	00	Taxiway Maintenance	-	-	5,900	6,000	5,463	10,000	10,000
	20	52200	00	Obstruction Lighting	10,098	-	5,421	15,000	-	8,000	8,000
	20	52300	00	Airport Equip. Maintenance	12,785	12,570	-	8,500	-	2,000	2,000
	20	55005	00	Fuel Facility O & M	250	276,938	5,325	15,000	-	15,000	15,000
	20	54020	00	Vehicle Maintenance & Fuel	2,668	2,259	2,661	3,500	2,331	3,500	3,500
	20	55000	00	Environmental Fees	10,411	5,301	21,804	23,000	7,087	20,000	22,000
	20	55010	00	Airfield Maintenance	50,498	369	7,792	12,000	158	12,000	12,000
	20	55015	00	Air Force Payments (JUA)	98,696	123,531	157,562	135,000	95,841	135,000	137,000
				Total	\$ 280,162	\$ 517,268	\$ 317,276	\$ 337,500	\$ 241,513	\$ 333,837	\$ 347,500
				Improvements							
	23	56005	00	Traffic Signals	-	-	-	-	-	-	15,000
	23	56010	00	Signage	-	-	-	-	-	-	1,000
	23	56015	00	Lighting	-	-	-	-	-	-	15,000
	23	56020	00	Landscaping	-	-	-	-	-	-	400,000
	23	56025	00	Drainage	-	-	-	-	-	-	20,000
	23	56030	00	Street Sweeping	-	-	-	-	-	-	10,000
	23	56035	00	Graffiti Removal/Vandalism	-	-	-	-	-	-	5,000
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 466,000
				TOTAL OPERATING EXPENSES	\$ 1,597,737	\$ 2,059,358	\$ 2,097,786	\$ 1,381,750	\$ 991,908	\$ 2,107,860	\$ 2,614,740
				CAPITAL IMPROVEMENTS							
500	10	50300	12	FAA Grant (Environmental Apron 1)	-	-	-	-	-	-	300,000
500	10	50300	30	FAA Grant (Environmental Apron 2)	-	-	-	-	-	-	-
500	10	50300	05	Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	-	-	-	235,000	135,192	621,115	-
				ARPA FAA Grant AIP 17 (Relief Grant 587,570 debt)	-	-	-	-	-	587,750	-
				FAA Future Grants	-	-	-	-	-	-	2,000,000
				TOTAL CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ 235,000	\$ 135,192	\$ 1,208,865	\$ 2,300,000
				OTHER FINANCING SOURCES							
500	00	48025	00	Transfers From the JPA	400,000	-	-	-	-	-	-
				TOTAL OTHER FINANCING SOURCES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				OTHER FINANCING USES							
500	10	50900	00	Loan from the March JPA (Totally Forgiven - No Payoff)	-	-	-	-	-	-	-
				TOTAL OTHER FINANCING USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Fund Dept	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
		Total Revenue	5,255,456	1,632,733	2,122,217	1,925,500	5,450,295	3,699,445	5,794,758
		Total Expenses	1,597,737	2,059,358	2,097,786	1,616,750	1,127,100	3,316,725	4,914,740
		Projected Net Revenue	\$ 3,657,719	\$ (426,625)	\$ 24,431	\$ 308,750	\$ 4,323,195	\$ 382,720	\$ 880,018
		NET POSITION:							
		Net Position, Unrestricted - Beginning				(1,801,890)		\$ (1,493,140)	\$ (331,722)
		Net Position, Net Investment in Capital Assets: change from Prior Year			\$ 742,347	-		\$ 778,698	\$ 1,078,698
		Projected Net Revenue			\$ 24,431	\$ 308,750		\$ 382,720	\$ 880,018
		PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ (1,801,890)	\$ (1,493,140)	\$ -	\$ (331,722)	\$ 1,626,994

**MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar
Agenda Item No. 12 (1)***

Meeting Date: August 24, 2022

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file the Financial Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the previous month and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2021/22 budget.

Attachment: 1) Financial Status Reports for June and July 2022.

Item 12 (1)
Attachment 1

Financial Status Reports for June 2022 for the
March Joint Powers Utilities Authority

MARCH JOINT POWERS UTILITY AUTHORITY
BALANCE SHEET
AS OF 06/30/2022

MARCH JOINT POWERS UTILITY AUTHORITY

ASSETS

Cash In Bank	164,104.20
Accounts Receivable	77,834.94

Assets Total :	241,939.14
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LIABILITIES

Accounts Payable	17,533.82
JPA Loan Payable	450,000.00

Liabilities Total:	467,533.82
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FUND-BALANCE

Fund Balance	(256,377.91)
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Fund-Balance Total:	(256,377.91)
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Retained Earnings:	30,783.23
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Total Fund Balance and Retained Earnings	(225,594.68)
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Total Liabilities, Fund-Balance and Retained Earnings:	241,939.14
--	------------

**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 2:05:25 PM
 Period 12 - 12
 Fiscal Year 2022



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Expend	Collect
600	March J.P. Utility Authority	-165,000.00	-32,183.35	-218,812.49	53,812.49		132.61
600-00-40620-00	GAS UTILITY	-31,000.00	-6,440.73	-43,789.43	12,789.43		141.26
600-00-40625-00	GAS O & M	196,000.00	38,624.08	262,601.92	-66,601.92		1.3398
Revenue Total		196,000.00	38,624.08	262,601.92	-66,601.92		1.3398
Grand Total							

General Ledger Expenses vs Budget

User: beltran
 Printed: 8/18/2022 2:11:39 PM
 Period 12 - 12
 Fiscal Year 2022



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	3,700.00	638.60	3,796.36	-96.36	-2.60
600-10-50200-02	General Legal Services	5,800.00	0.00	3,000.00	2,800.00	48.28
600-10-50200-14	Annual Audit	0.00	0.00	0.00	0.00	0.00
600-20-51300-00	Equipment Maintenance	165,000.00	32,183.35	209,056.96	-44,056.96	-26.70
600-20-51350-00	Gas Commodity Expense	40,000.00	81.05	15,965.37	24,034.63	60.09
600-20-51360-00	Gas Operation and Maintenance	214,500.00	32,903.00	231,818.69	-17,318.69	-8.074
Expense Total		214,500.00	32,903.00	231,818.69	-17,318.69	-0.0807
Grand Total						

Item 12 (1)
Attachment 1

Financial Status Reports for July 2022 for the
March Joint Powers Utilities Authority

MARCH JOINT POWERS UTILITY AUTHORITY
BALANCE SHEET
AS OF 07/31/2022

MARCH JOINT POWERS UTILITY AUTHORITY

ASSETS

Cash In Bank	166,251.16
Accounts Receivable	58,154.16

Assets Total :		224,405.32
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LIABILITIES

Accounts Payable	-
JPA Loan Payable	450,000.00

Liabilities Total:		450,000.00
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FUND-BALANCE

Fund Balance	(256,377.91)
--------------	--------------

Fund-Balance Total:		(256,377.91)
---------------------	--	--------------

Retained Earnings:		30,783.23
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Total Fund Balance and Retained Earnings		(225,594.68)
--	--	--------------

Total Liabilities, Fund-Balance and Retained Earnings:		224,405.32
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**General Ledger
Revenue vs Budget**

User: beltranr
 Printed: 8/18/2022 2:10:14 PM
 Period 01 - 01
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Period Amt	End Bal	Variance	% ExpendCollect
600	March J.P. Utility Authority	0.00	0.00	0.00	0.00	0.00
600-00-40100-00	LEASE REVENUE	0.00	0.00	0.00	0.00	0.00
600-00-40300-00	PERMIT FEES	0.00	0.00	0.00	0.00	0.00
600-00-40500-00	GRANTS/FEDERAL	0.00	0.00	0.00	0.00	0.00
600-00-40550-00	GRANTS/STATE	0.00	0.00	0.00	0.00	0.00
600-00-40600-00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
600-00-40620-00	GAS UTILITY	0.00	0.00	0.00	0.00	0.00
600-00-40625-00	GAS O & M	0.00	0.00	0.00	0.00	0.00
600-00-40630-00	ELECTRIC UTILITY	0.00	0.00	0.00	0.00	0.00
600-00-40635-00	ELECTRIC O & M	0.00	0.00	0.00	0.00	0.00
600-00-40700-04	REIMBURSEMENT REVENUE	0.00	0.00	0.00	0.00	0.00
600-00-40750-00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
600-00-40775-00	RDA REHABILITATION FUNDS	0.00	0.00	0.00	0.00	0.00
600-00-44050-00	OPERATING INCOME	0.00	0.00	0.00	0.00	0.00
600-00-48025-00	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
Revenue Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>

General Ledger Expenses vs Budget

User: beltranr
 Printed: 8/18/2022 2:15:52 PM
 Period 01 - 01
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	0.00	0.00	0.00	0.00	0.00
600-10-20440-00	INTEREST PAYABLE	0.00	0.00	0.00	0.00	0.00
600-10-50150-30	Printing - Outside	0.00	0.00	0.00	0.00	0.00
600-10-50200-02	General Legal Services	0.00	0.00	0.00	0.00	0.00
600-10-50200-14	Annual Audit	0.00	0.00	0.00	0.00	0.00
600-10-50900-00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
600-20-51300-00	Equipment Maintenance	0.00	0.00	0.00	0.00	0.00
600-20-51350-00	Gas Commodity Expense	0.00	0.00	0.00	0.00	0.00
600-20-51360-00	Gas Operation and Maintenance	0.00	0.00	0.00	0.00	0.00
600-20-51370-00	Cathodic Protection	0.00	0.00	0.00	0.00	0.00
Expense Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>

**MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar
Agenda Item No. 12 (2)***

Meeting Date: August 24, 2022

Action: **APPROVE JUNE AND JULY 2022 DISBURSEMENTS**

Motion: Move to approve check disbursements for the months of June and July 2022 or take other actions as deemed appropriate by the Commission.

Background:

This item is also an action approving the expenses (checks) that were incurred in the previous month for the MJPUA. A listing of those checks is attached.

Attachment: 1) Listing of checks disbursed in June and July 2022 for the March Joint Powers Utilities Authority.

Item 12 (2)
Attachment 1

Listing of checks disbursed in June 2022 for the
March Joint Powers Utilities Authority

Accounts Payable

Checks by Date - Summary by Check Number

User: beltran
Printed: 8/17/2022 9:24 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6000999	SoCalGas	SoCalGas	06/09/2022	15,339.38
6001000	UNDER2	Underground Service Alert /SC	06/09/2022	29.80
Report Total (2 checks):				15,369.18

Item 12 (2)
Attachment 1

Listing of checks disbursed in July 2022 for the
March Joint Powers Utilities Authority

Accounts Payable

Checks by Date - Summary by Check Number

User: beltranr
Printed: 8/17/2022 9:35 AM



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001001	BESTBE	Best Best & Krieger, LLP	07/07/2022	638.60
6001002	UNDER2	Underground Service Alert /SC	07/07/2022	51.25
6001003	SoCalGas	SoCalGas	07/13/2022	16,843.97
Report Total (3 checks):				17,533.82

**MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar
Agenda Item No. 13 (1)***

Action: **ADOPT RESOLUTION #MJPUA 22-01 A RESOLUTION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY ADOPTING A TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

Motion: Move to adopt Resolution #MJPUA 22-01 a Resolution of the March Joint Powers Utilities Authority adopting s Two-Year budget for FY 2022/23 and FY 2023/24.

Background:

The March Joint Powers Authority was formed in 2003 and typically adopted an annual budget. At the direction of the Finance Subcommittee, staff is now proposing a new Two-Year Budget for fiscal year (FY) 2022/23 and FY 2023/24. The Finance Subcommittee convened on August 3, 2022 and reviewed the proposed budget and recommended approval of the budget. Following is an overview of the budget:

MARCH JPA UTILITY AUTHORITY

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Manage costs for providing service to customers	Not met

BUDGET CHANGES AND OPERATIONAL IMPACTS

While MJPUA revenues experienced slight increases over the past three years, the utility continues to reflect a negative net position in its revenues. The cost of gas commodity increased by \$17,000, however maintenance costs have dropped slightly.

GOALS FOR 2022-2024

The March Joint Powers Commission directed staff to dissolve the March JPA Utility Authority in 2022. Staff is currently in discussions with Sempra Utilities regarding expanding their backbone infrastructure into the Northeast corner to allow SoCal Gas to take over services for individual customers south of Cactus Avenue and west of Heacock Street.

REVENUES & EXPENSES

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
REVENUE					
GAS COMMODITY	172,337	165,000	171,240	175,000	180,000
GAS OPERATION & MAINTENANCE FEES	38,241	31,000	34,269	38,000	38,000
Revenue Total	\$ 210,578	\$ 196,000	\$ 205,509	\$ 213,000	\$ 218,000
EXPENSES					
General Legal Services (2%)	3,620	3,700	2,838	-	-
Annual Audit	5,880	5,800	3,000	5,500	5,500
ADMINISTRATIVE	\$ 9,500	\$ 9,500	\$ 5,838	\$ 5,500	\$ 5,500
FACILITIES MGMT DEPT					
Gas Commodity Expense	184,000	165,000	161,485	175,000	180,000
Gas Operation and Maintenance	51,211	40,000	15,828	25,000	25,000
FACILITIES MGMT DEPT	\$ 235,211	\$ 205,000	\$ 177,313	\$ 200,000	\$ 205,000
Total Revenue	210,578	196,000	205,509	213,000	218,000
Total Expenses	244,711	214,500	183,151	205,500	210,500
Projected Net Revenue	\$ (34,133)	\$ (18,500)	\$ 22,358	\$ 7,500	\$ 7,500
Net Position, Unrestricted - Beginning	(222,244)	(256,377)		(274,877)	(267,377)
Projected Net Revenue	\$ (34,133)	\$ (18,500)		\$ 7,500	\$ 7,500
PROJECTED ENDING NET POSITION, UNRESTRICTED	\$ (256,377)	\$ (274,877)	\$ -	\$ (267,377)	\$ (259,877)

MARCH JOINT POWERS UTILITY AUTHORITY
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
600		MARCH JPA UTILITY AUTHORITY FUND							
		REVENUE							
	00 40620	00 GAS COMMODITY	165,580	155,044	172,337	165,000	171,240	175,000	180,000
	00 40625	00 GAS OPERATION & MAINTENANCE FEES	33,104	31,212	38,241	31,000	34,269	38,000	38,000
		Revenue Total	\$ 198,684	\$ 186,256	\$ 210,578	\$ 196,000	\$ 205,509	\$ 213,000	\$ 218,000
		EXPENSE							
		Administrative							
	10 50200	02 General Legal Services (2%)	3,574	3,920	3,620	3,700	2,838	-	-
	10 50200	14 Annual Audit	5,300	3,816	5,880	5,800	3,000	5,500	5,500
		Total	\$ 8,874	\$ 7,736	\$ 9,500	\$ 9,500	\$ 5,838	\$ 5,500	\$ 5,500
		FACILITIES MGMT DEPT							
		20 51350	158,514	165,311	184,000	165,000	161,485	175,000	180,000
	20 51360	00 Gas Operation and Maintenance	44,386	49,080	51,211	40,000	15,828	25,000	25,000
		Total	\$ 202,900	\$ 214,391	\$ 235,211	\$ 205,000	\$ 177,313	\$ 200,000	\$ 205,000
		Total Revenue	198,684	186,256	210,578	196,000	205,509	213,000	218,000
		Total Expenses	211,774	222,127	244,711	214,500	183,151	205,500	210,500
		Projected Net Revenue	\$ (13,090)	\$ (35,871)	\$ (34,133)	\$ (18,500)	\$ 22,358	\$ 7,500	\$ 7,500
		NET POSITION:							
		Net Position, Unrestricted - Beginning			(222,244)	(256,377)		(274,877)	(267,377)
		Projected Net Revenue			\$ (34,133)	\$ (18,500)		\$ 7,500	\$ 7,500
		PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ (256,377)	\$ (274,877)	\$ -	\$ (267,377)	\$ (259,877)

**FUND 600 MARCH JOINT POWERS UTILITY AUTHORITY –
BUDGET NOTES**

Revenues:

- 600-00-40620-00 Gas Commodity**
This is the primary revenue source for the Utility Authority. The Gas Commodity revenue is a recoup for the charges that Southern California Gas charges for natural gas billed to customers.
- 600-00-40625-00 Gas Operation & Maintenance Fees**
Similar to Gas Commodity this revenue source is also a recoup for the charges that the Utility Authority occurs for operation and maintenance for natural gas billed to customers.

Expenses:

- 600-10-50200-02 General Legal Services**
This account reflects general legal services provided by Best, Best & Krieger, LLP. Effective FY 22-23 and thereafter this cost is reallocated to the General Fund.
- 600-10-50200-14 Annual Audit**
This account reflects the Utility Authority's portion of the required annual audit of a utility.
- 600-20-51350-00 Gas Commodity Expense**
This account reflects Southern California Gas charges for monthly gas used.
- 600-20-51360-00 Gas Operations and Maintenance**
This account reflects gas operation and maintenance. The primary charges in this account are for MDR Utility Location Specialist, Inc. monthly services which amounted to \$41,451 in FY 18-19, which is 93% of the total expenses in the account; \$46,691 in FY 19-20, which is 95% of the total expenses in the account; \$49,048 in FY 20-21, which is 96% of the total expenses in the account. The actuals through April 30, 2022, reflect only 4 payments for MDR Utility Location Specialist, Inc. services in FY 21-22 totaling \$13,947, which is 88% of the total expenses in the account.
- 600-00-20150-02 Loan from the JPA**
The Utility Authority receives temporary cash advances from the JPA to fund administrative costs until development of the Utility Authority reaches a point that it is self-sustaining. There is no stipulated due date on the advances. The \$450,000 advance is made up of FY 20-21 advance of \$150,000 and the remaining \$300,000 is made up of several advances from previous years. On June 15, 2021, the March JPA forgave all interest on the advances and waived any future interest earned on the advances. The JPA has cash advanced the Utility Authority loans dating back to 10/31/2003. Total loaned to date was \$650,000. In FY 2012-2013 a \$200,000 payment was made to the JPA General Fund. That payment paid for the following loans – Loan issued 10/31/2003 for \$38,500; 06/25/2004 for

\$61,500; 12/30/2004 for \$50,000; and 3/8/2005 for \$50,000. As of 6/30/22 there are 5 advances remaining that make up the \$450,000 balance.

Attachment:

- 1) Resolution #MJPUA 22-01 Adopting the Two-Year Budget for FY 2022/23 and FY 2023/24

RESOLUTION #MJPUA 22-01

A RESOLUTION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY ADOPTING THE 2022/2023 TWO-YEAR BUDGET FOR FISCAL YEARS 2023 THROUGH 2024

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Joint Powers Commission, sitting as the March Joint Powers Utilities Authority Commission, annually prepares and adopts an agency budget; and

WHEREAS, the financial resources necessary to implement the annual budget are provided to the Agency from sales revenue from gas commodity, along with maintenance and operations charges to tenets, a loan from the March Joint Powers Authority as needed, and

WHEREAS, staffing resources needed to implement the objectives of the agency budget are provided to the Agency from the March Joint Powers Authority; and

WHEREAS, the support received from the March Joint Powers Authority by the March Joint Powers Utilities Authority is considered a loan that will be repaid to the MJPA from future utility revenues.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of the March Joint Powers Utilities Authority at its regular session assembled on August 18, 2022, that in all matters provided for in the Joint Powers Agreement authorizing the creation of the March Joint Powers Utilities Authority, that a two-year budget in the amount of \$205,500 for the time period from July 1, 2022 through June 30, 2023 and in the amount of \$210,500 for the time period from July 1, 2023 through June 30, 2024, attached hereto as Exhibit "A", is hereby adopted by the Commission of the March Joint Powers Utilities Authority; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Two-Year Annual Budget may be amended by future action of the Commission of the March Joint Powers Utilities Authority as required by changes during this program year.

PASSED, APPROVED, and ADOPTED this 24th day of August, 2022.

Jeffrey Hewitt, Chair
March Joint Powers Utilities Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Utilities Authority, do hereby certify that the foregoing resolution #MJPUA 22-01 was duly and regularly adopted by the Commission of the March Joint Powers Utilities Authority at its regularly scheduled meeting on August 24, 2022.

Ayes:

Noes:

Abstain:

Absent:

Date: August 24, 2022

Cindy Camargo, Clerk
March Joint Powers Utilities Authority Commission

EXHIBIT 'A'

**March Joint Powers Utilities Authority
FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS UTILITY AUTHORITY
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024**

Fund	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
600			MARCH JPA UTILITY AUTHORITY FUND							
			REVENUE							
	00	40620	00 GAS COMMODITY	165,580	155,044	172,337	165,000	171,240	175,000	180,000
	00	40625	00 GAS OPERATION & MAINTENANCE FEES	33,104	31,212	38,241	31,000	34,269	38,000	38,000
			Revenue Total	\$ 198,684	\$ 186,256	\$ 210,578	\$ 196,000	\$ 205,509	\$ 213,000	\$ 218,000
			EXPENSE							
			Administrative							
	10	50200	02 General Legal Services (2%)	3,574	3,920	3,620	3,700	2,838	-	-
	10	50200	14 Annual Audit	5,300	3,816	5,880	5,800	3,000	5,500	5,500
			Total	\$ 8,874	\$ 7,736	\$ 9,500	\$ 9,500	\$ 5,838	\$ 5,500	\$ 5,500
			ADMINISTRATIVE							
			FACILITIES MGMT DEPT							
	20	51350	00 Gas Commodity Expense	158,514	165,311	184,000	165,000	161,485	175,000	180,000
	20	51360	00 Gas Operation and Maintenance	44,386	49,080	51,211	40,000	15,828	25,000	25,000
			Total	\$ 202,900	\$ 214,391	\$ 235,211	\$ 205,000	\$ 177,313	\$ 200,000	\$ 205,000
			FACILITIES MGMT DEPT							
			Total Revenue	198,684	186,256	210,578	196,000	205,509	213,000	218,000
			Total Expenses	211,774	222,127	244,711	214,500	183,151	205,500	210,500
			Projected Net Revenue	\$ (13,090)	\$ (35,871)	\$ (34,133)	\$ (18,500)	\$ 22,358	\$ 7,500	\$ 7,500
			NET POSITION:							
			Net Position, Unrestricted - Beginning			(222,244)	(256,377)		(274,877)	(267,377)
			Projected Net Revenue			\$ (34,133)	\$ (18,500)		\$ 7,500	\$ 7,500
			PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ (256,377)	\$ (274,877)	\$ -	\$ (267,377)	\$ (259,877)