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 11:00 A.M. ON WEDNESDAY, OCTOBER 12, 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, October 12, 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 October 6, 2022 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On October 6, 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

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October 12, 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

October 12, 2022 - 3:00 PM

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:

Meeting ID: 657 384 1741 Password: 14205

From mobile or electronic device:
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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 September 28, 2022** (Page 10)

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. Action: Re-Authorize Remote Teleconference meetings of the Legislative Bodies of March Joint Powers Authority (Page 15)
2. Action: Approve Resolution #JPA22-18, authorizing the March Joint Powers Authority's amended statement of investment policy (Page 16)
3. Action: Approve Amendment No. 1 to the Professional Services Agreements for On-Call Environmental Consulting Services with Albert A. Webb Associates, Dudek, Environmental Services Associates and Michael Baker International and authorize the Executive Director to execute the Agreements (Page 38)
4. Action: Approve Amendment No. 1 to the Professional Services Agreement with CG Resource Management and Engineering for water quality management planning and engineering services and authorize the Executive Director to execute the Agreement (Page 52)
5. Action: Approve Amendment No. 1 to the Professional Services Agreement with VRPA Technologies Incorporated for traffic planning and engineering services and authorize the Executive Director to execute the Agreement (Page 57)
6. Action: Approve an Addendum to the Professional Services Agreement with Mission Property Advisors, Inc. for an appraisal of the Green Aces Community and authorize the Executive Director to execute the Agreement (Page 62)

9. **MJPA – Public Hearing**

1. Action: Public Hearing – Consider the following actions as they pertain to the Seefried Industrial Properties request involving the 4.55-acre Meridian West – Building 4 Industrial Warehouse Building Project, located at the Northwest Corner of Meridian Parkway and Determination Drive, Riverside, California; 1) Adopt Resolution #JPA 22-17, Adopting an Addendum to the Certified EIR for the Meridian West Campus-Lower Plateau Project (SCH #2016061020), approving Plot Plan PP 22-01, subject to conditions of approval for the development of the Meridian West – Building 4 Industrial Warehouse Building Project, and 2) direct staff to file a Notice of Determination pursuant to the March JPA Local CEQA guidelines (Page 104)

10. **Reports, Discussions and Action Items – MJPA & MIPAA**
1) Action: Approve the March Joint Powers Authority sunset term sheet and schedule; and direct staff to prepare the following for consideration by March JPA member agencies; a) the 14th Amendment to the Joint Powers Agreement and b) tax and revenue sharing agreement (Page 241)
Dr. Grace Martin, Executive Director

2) Report: Receive and file Technical Advisory Committee Meeting report (Page 245)
Tisa Rodriguez, TAC Chair
3) Action: Approve the First Amendment to the Executive Director Employment Agreement with Dr. Grace Martin and authorize the Chair to execute the Agreement (Page 246)
4) Action: Approve a reduced schedule for March Joint Powers Commission meetings for the months of November 2022 through January 2023 (Page 258)

11. Consent Calendar
MIPAA – Operations
1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority (Page 259)

12. Consent Calendar
MJPUA – Operations
1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority (Page 260)

13. Commission Members Oral Reports/Announcements

14. Staff Oral Reports/Announcements

15. Calendaring of Future Agenda Items
Future agenda items may be scheduled by JPC Members or staff.

16. Adjournment

Meeting Schedule

March Joint Powers Commission Meeting	October 26, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	November 9, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	November 23, 2022 – 3:00 p.m. (Holiday)

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the Commission of any of the entities listed in this agenda above in court may be limited to raising only those issues raised at the public hearings described in the notice, or raised in written correspondence delivered to the hearing body, at or prior to the public hearing. Any written correspondence submitted to one or more of the March JPA Commissioners regarding a matter on this Agenda shall be carbon copied to the Commission Clerk and the project planner, if applicable, at or prior to the meeting date first referenced above.

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 14205 Meridian Parkway Ste. 140, Riverside, California and are available for public inspection during regular office hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, Closed-Friday). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the March JPA offices at 14205 Meridian Parkway, Ste. 140, Riverside, California (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for $0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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.

I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated: October 6, 2022

Signed: *Cindy Camargo*

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

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

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September 28, 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 3:03 p.m.

2. **Roll Call**
   Present: Delgado, Perry, Jeffries (via Zoom), Vargas (via Zoom, arrived at 3:07 p.m.), Rogers (via Zoom), Conder, Hewitt
   Absent: Gutierrez

3. **Invocation**
   Pastor Diane Gardner 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.
   None.

6. **Approval of Minutes of the JPC Meeting held on August 24, 2022. September 14, 2022 meeting cancelled.**

Motion to approve the JPC Meeting Minutes for the meeting held on August 24, 2022.

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

A public comment was sent in the form of an email from Marc Feldstein regarding agenda items 10 (legislation, planning, etc.) and 14 (future calendar items). This letter was provided to each Commissioner at the dais and emailed to those participating via Zoom and will be posted to the March JPA website directly following the meeting.

Andrew Silva, Orangecrest resident spoke to the Commission in opposition of the proposed West Campus Upper Plateau warehouse project. Mr. Silva asked the Commission to have an evening meeting due to the fact that many of the residents are unable to attend the afternoon meetings at 3:00 p.m.

8. Consent Calendar

MJPA – Operations

1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Bodies of March Joint Powers Authority
2) Report: Receive and File Financial Status Reports
3) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
4) Report: Update on Planning Activities
5) Action: Approve August 2022 Disbursements
6) Action: Approve a Memorandum of Understanding (MOU) Between the March Joint Powers Authority and Meridian Park LLC for the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stages 1 and 2; and direct Staff to file a Notice of Exemption, and authorize the Executive Director to execute the MOU
7) Action: Approve amendments to an agreement for law enforcement services between the March Joint Powers Authority and the County of Riverside Sheriff's Department and authorize the Executive Director to execute the agreement documents
8) Action: Approve a construction contract for Van Buren Boulevard pavement repairs and authorize the Executive Director to execute the contract documents

No questions or comments.

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

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

9. Reports, Discussions and Action Items – MJPA

1) Report: Receive and file March ARB update by Commander, 452nd Security Forces Squadron.
Lieutenant Colonel Thomas Sebastiani provided an update on this item
Member Delgado thanked Lt Col Sebastiani for all he does and stated he is very impressed with his resume. Member Delgado asked him how much longer we have him. Lt Col Sebastiani stated he is scheduled to transfer to Denver, Colorado in November. Vice Chair Conder thanked Lt Col Sebastiani for his presentation and asked about security measures should the base housing get turned over. Lt Col Sebastiani answered they will be increasing the security around the entire perimeter and will have eyes on Green Acres where it touches the Base. Chair Hewitt stated his appreciation and thanked Lt Col Sebastiani's for his presentation.

2) Report: Receive and file the monthly Technical Advisory Committee - Regular Special Meeting report for September 7, 2022
Tisa Rodriguez, TAC Chair provided an update on this project
No questions or comments.

3) Report: Receive and file the Foreign Trade Zone #244 Annual Report for 2021
Dr. Grace Martin, Executive Director provided an update on this item
No questions or comments.

10. Consent Calendar
MIPAA – Operations

1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority
2) Report: Receive and File Financial Status Reports
3) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
4) Action: Approve August 2022 Disbursements

No questions or comments.

Motion to approve Consent Calendar – MIPPA Operations, Items 10 (1-4).

Motion: Perry
Second: Delgado
Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), Vargas (via Zoom), 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) Report: Receive and File Financial Status Reports
3) Action: Approve August 2022 Disbursements

No questions or comments.

Motion to approve Consent Calendar – MJPUA Operations, Items 11 (1-3).

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

12. Commission Members Oral Reports/Announcements

Member Vargas apologized for being late to the meeting as he had technical issues.

13. Staff Oral Reports/Announcements

Dr. Martin asked everyone to save the date for October 23rd for the Assumption of Command ceremony for the 452nd Air Mobility Wing.

Dr. Martin added that she worked with Juan Perez and his team at the County with regards to the warehouse fire and will start conducting an inspection program before the start of the holidays. Village West Drive extension plans have been submitted to JPA, VA and county staff for review. The goal is to get that project completed by the end of next year.

Dr. Martin would like to bring up the topic of single meetings per month. During the holidays the meetings slow down and would like the commissioners' thoughts on hosting one JPC meeting a month for the next few months. Chair Hewitt asked that it be placed on a future agenda.

14. Calendaring of Future Agenda Items

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

Chair Hewitt asked to add the item of one meeting per month for the holidays to the next JPC agenda.

15. Closed Session

Adjourned to Closed Session: 3:53 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to section 54956.9 (d)(2): One case

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property:	Northeast Corner (commonly referred to as the March LifeCare Campus)
Agency Negotiator:	Dr. Grace Martin, Executive Director
Negotiating Parties:	March Healthcare Development (March 1)
Under Negotiation:	Price and Terms

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative:	Chair, Vice Chair
Unrepresented Employee:	Executive Director

Reconvened from Closed Session: 5:11 p.m.
No Reportable Actions.

16. Adjournment
The meeting adjourned at 5:11 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	October 12, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	October 26, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	November 9, 2022 – 3:00 p.m.

March Joint Powers Authority
14205 Meridian Parkway, Suite 140, Riverside, CA 92518
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: October 12, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF MARCH JOINT POWERS AUTHORITY**

Motion: Move to re-authorize remote teleconference meetings of the legislative bodies of March Joint Powers Authority.

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: October 12, 2022

Action: **APPROVE RESOLUTION #JPA 22-18, AUTHORIZING THE MARCH JOINT POWERS AUTHORITY'S AMENDED STATEMENT OF INVESTMENT POLICY**

Motion: Move to approve Resolution #JPA 22-18, authorizing the March Joint Powers Authority's amended statement of investment policy.

Background:

The attached March Joint Powers Authority (March JPA) Statement of Investment Policy was adopted in December 1995, revised in December 1996 and again in February 2004. Annually, the Statement of Investment Policy has been reauthorized without changes from June 2005 through August 2021. The March JPA Investment Policy is to be reviewed on an annual basis and any modifications must be approved by the Commission.

Staff recommends that the Commission approve Resolution #JPA 22-18, authorizing an amended Statement of Investment Policy. The following changes are incorporated in the attached Policy and Resolution:

1)	1.0 Policy section reflected in Resolution #JPA 22-18.
2)	Replaced "1.0 Policy" with "1. Introduction"
3)	Section 2. Scope removed the term "*all financial assets*" in the first line and added at the end of the sentence "*investment of surplus cash for all funds in the investment policy.*" The term "*Enterprise Funds*" replaced with "*Proprietary Funds*" and added "*Trust and Agency Funds*".
4)	Item 2. Scope 2nd paragraph, modified sentence from: "*Funds not included in the policy include employee-directed deferred compensation funds, funds deposited in the name of employees with the California Public Employees Retirement System (PERS), and funds on deposit with Public Entity Risk Management Authority.*" to the following: "*The Policy will not direct the investment of funds held for employees in deferred compensation plans. Additionally, the Policy will not direct the investment of bond proceeds, which are specifically governed by the individual bond documents and trust indentures. This Policy will also not direct the investment of funds deposited in the name of employees with the California Public Employees Retirement System (PERS) and funds on deposit with Public Entity Risk Management Authority.*"
	Item 4. Objectives, modified:

	From: "A. Safety: Safety of principal is the foremost objective of the investment program .... To attain this objective, *diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.* To: Safety: *The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts.* Safety of principal is the foremost objective of the investment program. Investments of the MJPA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, *MJPA shall select only those investments that are considered very safe. Furthermore, MJPA shall diversify its investment by investing funds among a variety of securities and financial institutions offering independent returns.* From: Liquidity: The investment portfolio will remain sufficiently liquid to enable the MJPA to meet all operating requirements which might be reasonably anticipated. To: Liquidity: *Liquidity is the ability to change an investment into its cash equivalent on short notice at its prevailing market value.* The investment portfolio will remain sufficiently liquid to enable the MJPA to meet all operating requirements which might be reasonably anticipated. From: C. Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. To: Return on Investment: *The return on investment is the potential dollar earnings that an investment can provide; it is also commonly referred to as the rate of return.* The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. *Return on investment is of least importance compared to the safety and liquidity objectives.*
5)	Item 8. Authorized and Suitable Investments: Updated to reflect California Government Code 53601.
6)	Item 11. Diversification, the second line "*It is the policy of the MJPA to diversify its investment portfolio*" was moved to be the 1st sentence of this category.
7)	Item 11. Diversification, the sentence "*The MJPA will diversify its investments by security type and institution*" was expanded to include "*The MJPA will diversify its investments including but not limited to security type and institution.*"
8)	Incorporated Item 13.0 Investment Policy Adoption language into Resolution JPA #22-18
9)	Added Appendix A Government code 53601 – Investment of Surplus

Attachment: 1) Resolution JPA #22-18
Attachment A: Statement of Investment Policy, Amended 10-12-2022

RESOLUTION #JPA 22-18

A RESOLUTION OF THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING THE 2022 STATEMENT OF INVESTMENT POLICY

WHEREAS; The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1); and

WHEREAS; the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5921 and 53601 et seq.; and

WHEREAS; the treasurer or fiscal officer of the March Joint Powers Authority (MJPA), who is identified to be a member of the March Joint Powers Commission (JPC), the Executive Director, or some other staff person named by the JPC, shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting: (California Government Code Sec. 53646(a)); and

WHEREAS, it is the policy of the MJPA to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all statutes governing the investment of the MJPA funds; and

WHEREAS, the Investment Policy is reviewed on an annual basis and any modifications must be approved by the JPC by action of the JPC in a public meeting.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED the Joint Powers Commission of the March Joint Powers Authority at its regular meeting held on October 12, 2022, that the March Joint Powers Commission hereby adopts the 2022 Statement of Investment Policy; and

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

SECTION 2. The Commission does hereby approve and adopt the 2022 Statement of Investment Policy, a copy of which attached hereto as "Attachment A" and by this reference made a part hereof.

SECTION 3. This Resolution shall be effective immediately after its adoption.

PASSED, APPROVED, and ADOPTED this 12th day of October, 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 22-18 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on October 12, 2022 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Dated: October 12, 2022

_____
Cindy Camargo, Clerk
March Joint Powers Commission

Attachment A

Statement of Investment Policy

Amended October 12, 2022

MARCH JOINT POWERS AUTHORITY

Investment Policy 2022

Administration Department

MARCH JOINT POWERS AUTHORITY
Investment Policy
2022

TABLE OF CONTENTS

Page No.

1. Introduction 3
2. Scope 3
3. Prudence 4
4. Objectives 4
5. Delegation of Authority 5
6. Ethics and Conflict of Interest 5
7. Authorized Financial Institutions and Dealers 5
8. Authorized and Suitable Investments 6
9. Collaterization 8
10. Safekeeping and Custody 8
11. Diversification 8
12. Reporting 8

Appendix A: Government Code 53601 10

MARCH JOINT POWERS AUTHORITY (MJPA)

STATEMENT OF INVESTMENT POLICY

Adopted December 6, 1995
Amended December 4, 1996
Amended February 18, 2004
June 15, 2005, June 21, 2006
June 20, 2007, June 18, 2008
June 17, 2009, June 16, 2010
June 15, 2011, June 20, 2012
June 21, 2013, June 18, 2014
June 17, 2015, June 8, 2016
June 28, 2017, July 25, 2018
June 26, 2019, August 11, 2021
Amended October 12, 2022

1. INTRODUCTION

This Statement of Investment Policy (Investment Policy) is intended to provide guidelines for the prudent investment of March JPA's (MJPA) investment of surplus cash. The ultimate investment goal is to meet the short and long-term cash flow demands in a manner which will provide for the safety of principal and sufficient liquidity, while providing a suitable investment return.

This Investment Policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code (CGC) Sections 53600, et seq.

2. SCOPE

This Policy applies to the MJPA and its component units' investment of surplus cash for all funds in the investment portfolio. These funds are accounted for in the Annual Financial Audit Report and include the General Fund, Special Revenue Funds, Capital Project Funds, Debt Service Funds, Proprietary Funds, Trust and Agency Funds, and investment Accounts.

The Policy will not direct the investment of funds held for employees in deferred compensation plans. Additionally, the Policy will not direct the investment of bond proceeds, which are specifically governed by the individual bond documents and trust indentures. This Policy will also not direct the investment of funds deposited

in the name of employees with the California Public Employees Retirement System (PERS) and funds on deposit with Public Entity Risk Management Authority.

3. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC Sec. 53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4. OBJECTIVES

As specified in CGC Sec. 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

A. **Safety**: The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. Safety of principal is the foremost objective of the investment program. Investments of the MJPA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, MJPA shall select only those investments that are considered very safe. Furthermore, MJPA shall diversify its investment by investing funds among a variety of securities and financial institutions offering independent returns.

B. **Liquidity**: Liquidity is the ability to change an investment into its cash equivalent on short notice at its prevailing market value. The investment portfolio will remain sufficiently liquid to enable the MJPA to meet all operating requirements which might be reasonably anticipated.

C. **Return on Investment**: The return on investment is the potential dollar earnings that an investment can provide; it is also commonly referred to as the rate of return. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow

characteristics of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives.

5. DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the "Treasurer," who is a member of the March Joint Powers Commission, the Executive Director of the MJPA, or some other staff member as selected by the MJPC, who shall establish written procedures for the operation of the investment program consistent with this investment policy.

Procedures should include references to: safekeeping MJPA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of CGC Sec. 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

6. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the MJPA shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the MJPA shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the MJPA's account with that firm has reviewed the MJPA's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the MJPA that are appropriate under the terms and conditions of the Investment Policy.

8. AUTHORIZED AND SUITABLE INVESTMENTS

As allowed by CGC Sec. 53601 and related statutes, the MJPA is empowered to invest in the following:

A. Bonds issued by the MJPA or one of its member jurisdictions, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

B. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

C. Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

D. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

E. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

F. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

G. Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section.

However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

H. Prime Commercial Paper of United States corporations with assets greater than $500 million.

I. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank in accordance with the limits outlined in CGC Sec. 53601(i).

J. Repurchase/Reverse Repurchase Agreement of any securities authorized by this section. [See special limits in CGC Sec. 53601(j)].

K. Medium term notes of United States corporations rated "A" or better by Moody's or S&P with a maximum remaining maturity of five years or less in accordance with the limits outlined in CGC Sec. 53601(k).

L. Shares of beneficial interest issued by diversified management companies (Money Market Mutual Funds) investing in the securities and obligations authorized by CGC Sec. 53601(l).

M. Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

N. Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

O. Any mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond in accordance with the limits outlined in CGC Sec. 53601(o).

P. Local Agency Investment Fund.

Q. Any other investment security authorized under the provisions of CGC Sec.

5922 and Sec. 53601. Also, see CGC Sec. 53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. CGC Sec. 53601 is attached as Appendix A and included by reference in this Policy.

Prohibited Investments. Under the provisions of CGC Sec. 53601.6, the MJPA shall not invest any funds covered by this Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

9. COLLATERIZATON

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under CGC Sec. 53601(i)(2).

10. SAFEKEEPING AND CUSTODY

All security transactions entered into by MJPA shall be conducted on delivery-versus payment (DVP) basis. All securities purchased or acquired shall be delivered to the MJPA by book entry, physical delivery or by third party custodial agreement as required by CGC Sec. 53601.

11. DIVERSIFICATION

It is the policy of the MJPA to diversify its investment portfolio. The MJPA will diversify its investments including but not limited to security type and institution. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

A. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

B. Maturities selected shall provide for stability of income and liquidity.

C. Disbursement and payroll dates shall be covered through maturities investments, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds.

12. REPORTING

In accordance with CGC Sec.53646(b)(1), the Treasurer shall submit to each member of the March Joint Powers Commission (JPC) a quarterly investment

report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for MJPA by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC Sec. 53646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the MJPA will meet its expenditure obligations for the next six months as required by CGC Sec. 53646(b)(2) and (3) respectively. The Treasurer shall maintain a complete and timely record of all investment transactions.

APPENDIX A

GOVERNMENT CODE 53601 – INVESTMENT OF SURPLUS

Government Code 53601.

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

(e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars ($500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars ($100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars ($100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decisionmaking authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(j) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value

of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency's activities.

(iii) Acceptance of a local agency's securities or funds as deposits.

(5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

(B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer.

(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.

(p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

(q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.

This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Amended by Stats. 2020, Ch. 235, Sec. 2. (SB 998) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 3 of Stats. 2020, Ch. 235.)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (3)

Meeting Date: October 12, 2022

Action: **APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES WITH ALBERT A. WEBB ASSOCIATES, DUDEK, ENVIRONMENTAL SERVICES ASSOCIATES AND MICHAEL BAKER INTERNATIONAL AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS**

Proposed Motion: Move to approve Amendment No. 1 to the professional services agreements for on-call environmental consulting services with Albert A. Webb Associates, Dudek, Environmental Sciences Associates and Michael Baker International and authorize the executive director to execute the agreements.

Background:
The March Joint Powers Authority (JPA) retains the services of consultants to provide professional services pursuant to its Procurement, Purchasing and Contracting Policy, as these services contribute to the Authority's responsibilities and mission.

On March 17, 2010, the March Joint Powers Commission (JPC), adopted Resolution #JPA 10-08, which established the role of the March Joint Powers Authority (JPA) as the sole preparer of environmental studies, typically through the use of independent consultants, for all projects proposed within the JPA Planning Area. By preparing environmental documents in-house, several benefits to applicants are realized as follows: a) the project review process is expedited as it removes the need for an applicant to hire an independent environmental consultant for their project; b) it allows the JPA to guide the environmental process from beginning to end; thus, saving time on coordination efforts between Planning staff and outside environmental agencies; and c) the applicant saves money on environmental services by paying for one environmental consultant through the JPA only.

In August 2016, the JPA released an RFP for On Call Environmental Consultants. In September 2016, the JPA received 11 proposals. Through a panel review process, staff identified four qualified, and responsive, environmental consulting firms:

- Albert A. Webb Associates
- Dudek
- Environmental Science Associates (ESA)

- Michael Baker International

On October 26, 2016, the JPC considered and approved Professional Services Agreements (PSAs) for the four aforementioned firms, for a three-year term ending October 25, 2019. A provision within the PSAs allowed the JPA to exercise an option to extend the initial term of services for one (1) additional three (3) year term. On November 19, 2019, the JPC considered and approved three-year extensions to the PSAs. The three-year term will terminate on October 25, 2022.

To avoid disruptions in our land use services to the public, and our businesses, the JPA wishes to extend existing PSAs for one (1) year, ending on October 25, 2023, with two (2) additional one (1) year extension options as needed. Consulting firms would continue to provide the following services to applicants:

- Preparation of environmental studies pursuant to the California Environmental Quality Act (CEQA);
- Preparation of environmental studies pursuant to the National Environmental Policy Act (NEPA);
- Preparation and/or review of technical studies associated with environmental categories identified below; and
- Preparation of airport/aviation technical studies associated with Air Quality and Noise Studies (FAA INM and Military NOISEMAP Software).

In an effort to work collaboratively with applicants through entitlement and permitting processes, the applicant reserves the right to choose the specific firm it wishes to work with from the list of the JPA approved firms. The selected firm will work with the applicant to define the terms of a Project Work Order; however, all work orders will be executed between the environmental firm and the JPA. As such, the JPA remains the lead agency in environmental processes for projects within its planning area.

Fiscal Impact:
There are no fiscal impacts attributable to the JPA for the amended Professional Services Agreement. All costs associated with environmental services are the responsibility of project applicants.

Recommendation:
Staff recommends approval of Amendment No. 1 for the Professional Services Agreement for each On-Call Environmental Consultant for an additional one (1) year period and allowing the JPA with an option to extend the Agreements for two (2) additional one (1) year terms.

Attachments:
1) Amendment No. 1 to Professional Services Agreement
   a) Albert A. Webb Associates
   b) Dudek
   c) Environmental Service Associates (ESA)
   d) Michael Baker International

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

Albert A Webb and Associates

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
WITH ALBERT A. WEBB ASSOCIATES

This Amendment No. 1 to the Professional Services Agreement for On-Call Environmental Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and Albert A. Webb Associates, a California corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing environmental consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(3) of the Original Agreement. Section I(3) of the Original Agreement shall be amended to read as follows:

"3. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in all Task Orders issued hereunder. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

APPROVED BY:

_____
Dr. Grace Martin,
Executive Director

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
General Counsel

CONSULTANT

ALBERT A. WEBB ASSOCIATES

_____
Signature

_____
Name

_____
Title

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

Dudek

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
WITH DUDEK

This Amendment No. 1 to the Professional Services Agreement for On-Call Environmental Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and Dudek, a California corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing environmental consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(3) of the Original Agreement. Section I(3) of the Original Agreement shall be amended to read as follows:

"3. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in all Task Orders issued hereunder. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY	**CONSULTANT**
APPROVED BY:	**DUDEK**
_____	
Dr. Grace Martin, Executive Director	
	_____
	Signature
APPROVED AS TO FORM:	_____
	Name
_____	
Best Best & Krieger LLP General Counsel	_____
	Title

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

Environmental Sciences Associates (ESA)

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
WITH ENVIRONMENTAL SCIENCE ASSOCIATES

This Amendment No. 1 to the Professional Services Agreement for On-Call Environmental Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and Environmental Science Associates, a California corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing environmental consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(3) of the Original Agreement. Section I(3) of the Original Agreement shall be amended to read as follows:

"3. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in all Task Orders issued hereunder. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

APPROVED BY:

_____
Dr. Grace Martin,
Executive Director

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
General Counsel

CONSULTANT

ENVIRONMENTAL SCIENCE ASSOCIATES

_____
Signature

_____
Name

_____
Title

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

Michael Baker International

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
WITH MICHAEL BAKER INTERNATIONAL, INC.

This Amendment No. 1 to the Professional Services Agreement for On-Call Environmental Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing environmental consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(3) of the Original Agreement. Section I(3) of the Original Agreement shall be amended to read as follows:

"3. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in all Task Orders issued hereunder. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY	**CONSULTANT**
APPROVED BY:	**MICHAEL BAKER INTERNATIONAL, INC.**
_____	
Dr. Grace Martin, Executive Director	
	_____
APPROVED AS TO FORM:	Signature
_____	_____
Best Best & Krieger LLP General Counsel	Name
	_____
	Title

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: October 12, 2022

Action: **APPROVE AMENDMENT NO. 1 TO THE PROFESSIONIAL SERVICES AGREEMENT WITH CG RESOURCE MANAGEMENT AND ENGINEERING FOR WATER QUALITY MANAGEMENT PLANNING AND ENGINEERING SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to approve Amendment No. 1 to the professional services agreement with CG Resource Management and Engineering for water quality management planning and engineering services and authorize the executive director to execute the agreement.

Background:
The March Joint Powers Authority (JPA) retains the services of consultants to provide professional services pursuant to its Procurement, Purchasing and Contracting Policy, as these services contribute to the Authority's responsibilities and mission.

On October 26, 2016, the March JPA Commission (JPC) considered and approved a Professional Service Agreement\ (PSA) for CG Resource Management and Engineering (CGRME) for water quality management planning and engineering services for a three-year term ending October 25, 2019. One provision of the Agreement allowed the JPA to exercise the option to extend the initial term of the Agreement for one (1) additional three (3) year term. On November 19, 2019, the JPC considered and approved the three-year extension to the PSA for CGRME for a three-year term ending October 25, 2022.

To avoid disruptions in our land use services to the public, and our businesses, the JPA wishes to extend the existing PSA for one (1) year, ending October 25, 2023, plus two (2) one-year extension options as needed. The firm would continue to provide the following services to applicants, including but not limited to:

- NPDES Permit Compliance
- Inspections:
    - WQMP Post-Construction and storm drain
- Public Information and Outreach Programs
- CEQA Document preparation: Geotechnical and Hydrology Water Quality Sections
- Environmental Permitting Assistance:
    - Section 404, 401, County Environmental Permits

- Program and Project Management:
    - Water Quality Management Plan Review, Storm Drain Management

Fiscal Impact:
There are no fiscal impacts attributable to the JPA for the amended Professional Services Agreement. All costs associated with engineering services are the responsibility of project applicants.

Recommendation:
Staff recommends approval of Amendment No. 1 to the Professional Services Agreement for CGRME for an additional one (1) year period and allowing the JPA with an option to extend the Agreements for two (2) additional one (1) year terms.

Attachment: 1) Amendment No. 1 to Professional Services Agreement
CG Resource Management and Engineering

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

CG Resource Management and Engineering

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
STORMWATER CONSULTING SERVICES
WITH CG RESOURCE MANAGEMENT AND ENGINEERING, INC.

This Amendment No. 1 to the Professional Services Agreement for Stormwater Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and CG Resource Management and Engineering, Inc., a California corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing stormwater consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(2) of the Original Agreement. Section I(2) of the Original Agreement shall be amended to read as follows:

"2. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

APPROVED BY:

_____
Dr. Grace Martin,
Executive Director

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
General Counsel

CONSULTANT

CG RESOURCE MANAGEMENT AND ENGINEERING, INC.

_____
Signature

_____
Name

_____
Title

8 (4) 56

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: October 12, 2022

Action: **APPROVE AMENDMENT NO. 1 TO THE PROFESSIONIAL SERVICES AGREEMENT WITH VRPA TECHNOLOGIES INCORPORATED FOR TRAFFIC PLANNING AND ENGINEERING SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to approve Amendment No. 1 to the professional services agreement with VRPA Technologies Incorporated for traffic planning and engineering services and authorize the executive director to execute the agreement.

Background:
The March Joint Powers Authority (JPA) retains the services of consultants to provide professional services pursuant to its Procurement, Purchasing and Contracting Policy, as these services contribute to the Authority's responsibilities and mission.

On October 26, 2016, the MJPA Commission (JPC) considered and approved a Professional Service Agreement (PSA) for VRPA Technologies Incorporated (VRPA) for traffic planning and engineering services for a three-year term ending October 25, 2019. One provision of the Agreement allowed the JPA to exercise the option to extend the initial term of the Agreement for one (1) additional three (3) year term. On November 19, 2019, the JPC considered and approved the three-year extension to the PSA for VRPA, for a three-year term ending October 25, 2022.

To avoid disruptions in our land use services to the public, and our businesses, the JPA wishes to extend the existing PSA for one (1) year, ending October 25, 2023, plus two (2) one-year extension options as needed. The firm would continue to provide the following services to applicants, including but not limited to:

- Review of Traffic Related Studies and other transportation related documents
- Preparation of Traffic Related Studies
- Environmental Document Compliance

Fiscal Impact:
There are no fiscal impacts attributable to the JPA for the amended Professional Services Agreement. All costs associated with engineering services are the responsibility of project applicants.

Recommendation:
Staff recommends approval of Amendment No. 1 to the Professional Services Agreement for VRPA for an additional one (1) year period and allowing the JPA with an option to extend the Agreements for two (2) additional one (1) year terms.

Attachment: 1) Amendment No. 1 to Professional Services Agreement
VRPA Technologies Incorporated

Amendment No. 1

Professional Services Agreement for On-Call Environmental Consulting Services

VRPA Technologies Incorporated

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
TRANSPORTATION CONSULTING SERVICES
WITH VRPA TECHNOLOGIES, INC.

This Amendment No. 1 to the Professional Services Agreement for Transportation Consulting Services is made and entered into as of October ___, 2022 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and VRPA Technologies, Inc., a California corporation ("Consultant"). Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Consultant have entered into an agreement, dated October 26, 2019, for the purpose of providing transportation consulting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year and to provide extension options to the Authority to further extend the term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section I(2) of the Original Agreement. Section I(2) of the Original Agreement shall be amended to read as follows:

"2. Term. The term of this Agreement shall be from the Effective Date to October 25, 2023 unless earlier terminated as provided for herein. Authority shall also have two (2) one year extension options. Authority may unilaterally exercise its extension options at any time during the term of this Agreement by giving written notice to Consultant pursuant to Section V(2) of the Agreement. Consultant shall complete the Services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement."

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

APPROVED BY:

_____
Dr. Grace Martin,
Executive Director

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
General Counsel

CONSULTANT

VRPA TECHNOLOGIES, INC.

_____
Signature

_____
Name

_____
Title

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: October 12, 2022

Actions: **APPROVE AN ADDENDUM TO 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 an addendum to 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.

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.

On August 24, 2022, the Commission approved a Professional Services Agreement with Mission Property Advisors, Inc. for an appraisal of the property. However, as the California Surplus Land Act ("SLA") is becoming a critical consideration for the disposal of the property, the appraisal must consider affordable housing formulas provided under the SLA. The proposed addendum is to expand the appraiser's scope of work to include SLA scenarios in property appraisal exercises.

Staff recommends approval of an addendum to Professional Services Agreement with Mission Property Advisors, Inc. and authorize the Executive Director to execute the agreement.

Attachment: 1) Professional Services Agreement Addendum

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 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.

On August 24, 2022, the Commission approved a Professional Services Agreement with Consultant for the appraisal of Green Acres properties. Authority desires to expand the scope of work to include affordable housing provisions as outlined within the California Surplus Land Act ("Project") as set forth in Exhibit A. Provisions within this Agreement will be considered "additional scope of services" and supplemental to the August 24, 2022 agreement (attached hereto as Exhibit "B").

3. TERMS.

3.1 Additional 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 October 12, 2022, to December 1st, 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. No Changes

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 Twenty-Five Thousand dollars and no cents ($25,000) 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. No Changes

3.3.3 Reimbursement for Expenses. No Changes

3.3.4 Extra Work. No Changes

3.4 Accounting Records. No Changes

3.5 General Provisions. No Changes

[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

By: _____
Grace I. Martin, DPPA
Executive Director

Attest:

_____
Authority Clerk

Approved as to Form:

_____
Thomas A. Rice
Best Best & Krieger LLP
General Counsel

MISSION PROPERTY ADVISORS, INC.

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

JPC Approval 101222 item 8(6).

EXHIBIT "A"
ADDITIONAL SCOPE OF SERVICES

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

SERVICE TYPE Appraisal Assignment

DATE OF AGREEMENT September 27, 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 111 historically designated homes that are all rented on a 52.72-acre parcel of land.

INTEREST TO BE VALUED

Leased Fee

INTENDED USERS[1]

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 Condition**[2] 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.*
>
> **The client has requested a value scenario assuming the property were operating at a 25% affordability level on a rental basis. This means that 28 units in the project would be rental to low-income individuals at prescribed below market rent levels. This would be modeled in the valuation analysis as a client prescribed value scenario.**

The term **Extraordinary Assumption**[3] 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.

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[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

$25,000. **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. 25% affordability paperwork – already provided

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

Other than the Appraisal Report soon to be completed, 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

September 27, 2022
Date

By Client:

_____ Dated:_____

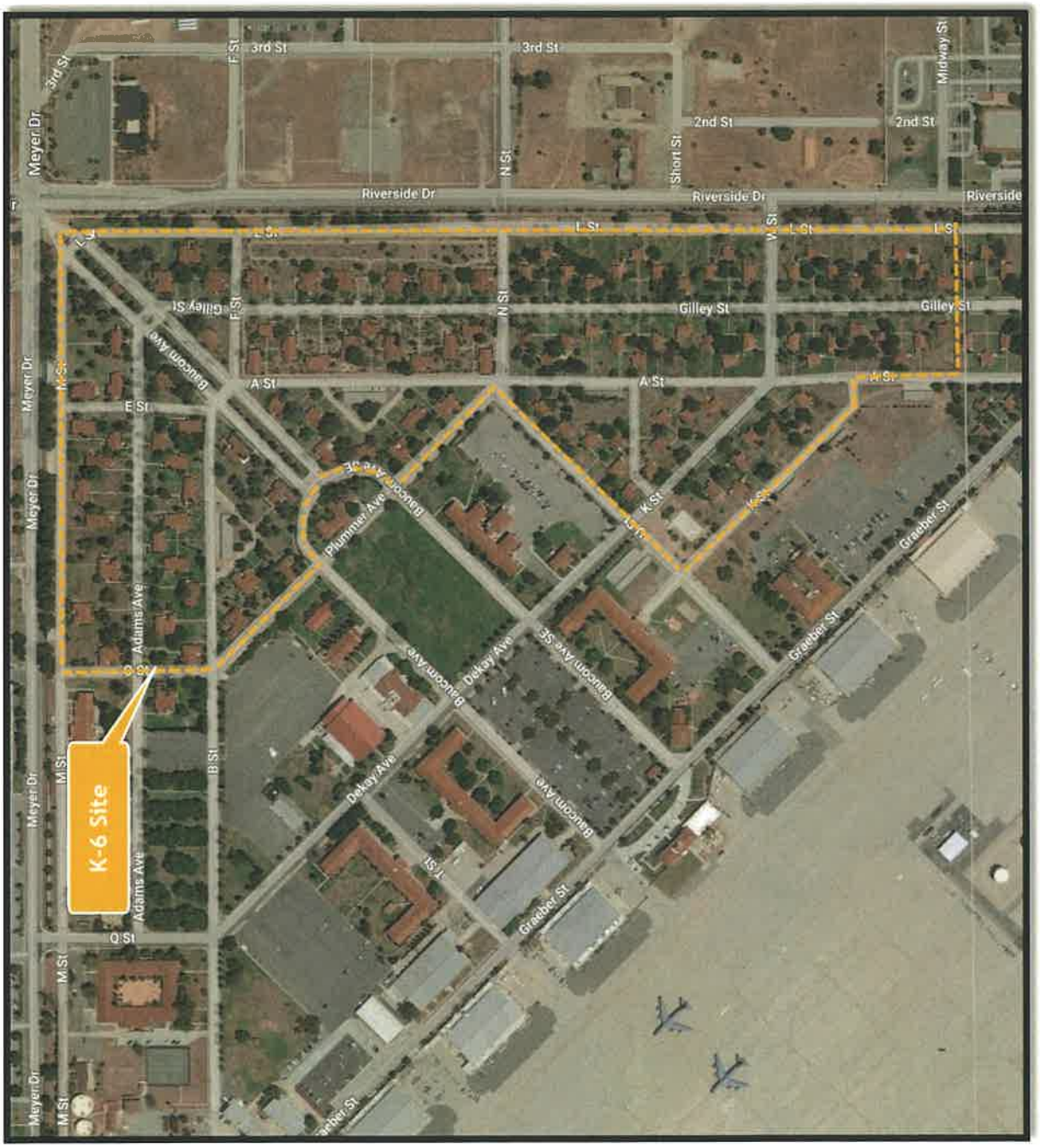
K-6 Site
3rd St
Meyer Dr
F St
N St
Short St
Midway St
2nd St
Riverside Dr
L St
V St
Gilley St
Baucom Ave
A St
E St
Plummer Ave
K St
Graeber St
Adams Ave
Q St
M St
B St
Dekay Ave
T St

EXHIBIT "B"
ORIGINAL 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 sub-consultants 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 Fifty Five Thousand dollars and no cents ($55,000) 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

By: _____
Grace I. Martin, DPPA
Executive Director

MISSION PROPERTY ADVISORS, INC.

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 USERS[1]

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 Condition**[2] 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 Assumption**[3] 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.

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[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: August 24, 2022

K-6 Site
Meyer Dr
M St
Adams Ave
Midway St

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Adolfo Saldana, Agent
7344 Magnolia Avenue Suite 100
Riverside, CA 92504

CONTACT NAME: Adolfo Saldana
PHONE (A/C, No, Ext): 951 637-3100 FAX (A/C, No): 951 637-0690
E-MAIL ADDRESS: adolfo.saldana.jvn1@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	
INSURER B : State Farm Mutual Automobile Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mission Property Advisors, Inc.
30411 Canyon Trail Ct.
Menifee, CA 92584

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		92-CF-Q333-9	08/10/2022	08/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3000000 $ 300000 $ 5000 $ $ 6000000 $ 6000000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		454 4483 D01 75 450 3102-C26-75F	10/01/2021 08/19/2022	10/01/2022 09/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 2000000 $ 2000000 $ 2000000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
March Joint Powers Authority
Attn: Dr. Grace Martin
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

CERTIFICATE HOLDER

March Joint Powers Authority
Attn: Dr. Grace Martin
14205 Meridian Parkway Suite 140
Riverside, CA 92518

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adolfo Saldana

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LIA Administrators & Insurance Services

ASPEN

APPRAISAL AND VALUATION PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
06/09/2022	AAI001437-08	AAI001437-07

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 165506
   Named **Insured:**
   MISSION PROPERTY ADVISORS, INC.
   Steven R. Fontes
   231 E. Alessandro Boulevard #616
   Riverside, CA 92508

2. **Policy Period:** From: 07/01/2022 To: 07/01/2023
   12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible:** $1,000 Each **Claim**

4. **Retroactive Date:** 07/01/2012

5. **Inception Date:** 07/01/2015

6. **Limits of Liability:** **A.** $1,000,000 Each Claim
   B. $2,000,000 Aggregate

7. Mail all notices, including notice of **Claim**, to:
   LIA Administrators & Insurance Services
   1600 Anacapa Street
   Santa Barbara, California 93101
   (800) 334-0652; Fax: (805) 962-0652

8. **Annual Premium:** $2,382.00

9. **Forms attached at issue:** **LIA002 (12/14) LIA CA (11/14) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA025A (11/14) LIA122 (10/14)**

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/09/2022
Date

By _____
Authorized Signature

LIA-001 (12/14)

Aspen American Insurance Company

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes

Policy Number: AAI001437-08
Effective Date: 07/01/2022
Customer ID: 165506

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED APPRAISERS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section **IV. DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured:**

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Steven R. Fontes	07/01/2022	Principal/Owner
Cesar Garcia	07/01/2022	Appraiser

All other terms, conditions, and exclusions of this Policy remain unchanged.

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
P.O. Box 1319
Santa Barbara, CA 93102-1319

Issue Date: 06/09/2022
This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 165506
MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes
231 E. Alessandro Boulevard #616
Riverside, CA 92508

Fax Number: 951-848-9300

COMPANY AFFORDING COVERAGE

Aspen American Insurance Company

Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI001437-08	07/01/2022	07/01/2023	Each Claim General Aggregate	$ 1,000,000 $ 2,000,000

Description of Operations/Locations/Special Items:
REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

Certificate Holder:
MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes
231 E. Alessandro Boulevard #616
Riverside, CA 92508

Cancellation:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes

Policy Number: AAI001437-08
Effective Date: 07/01/2022
Customer ID: 165506

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property.**

Insured	**Effective Date of Approval**
Steven R. Fontes	07/01/2022
Cesar Garcia	07/01/2022

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
P.O. Box 1319
Santa Barbara, CA 93102-1319

Issue Date: 06/09/2022
This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 165506
MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes
231 E. Alessandro Boulevard #616
Riverside, CA 92508

Fax Number: 951-848-9300

COMPANY AFFORDING COVERAGE

Aspen American Insurance Company

Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI001437-08	07/01/2022	07/01/2023	Each Claim General Aggregate	$ 1,000,000 $ 2,000,000

Description of Operations/Locations/Special Items:
REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

Certificate Holder:
MISSION PROPERTY ADVISORS, INC.
Steven R. Fontes
231 E. Alessandro Boulevard #616
Riverside, CA 92508

Cancellation:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Public Hearing
Agenda Item No. 9 (1)

Meeting Date: October 12, 2022

Action: **CONSIDER THE FOLLOWING ACTIONS AS THEY PERTAIN TO THE SEEFRIED INDUSTRIAL PROPERTIES REQUEST INVOLVING THE 4.55-ACRE MERIDIAN WEST - BUIILDING 4 INDUSTRIAL WAREHOUSE BUILDING PROJECT, LOCATED AT THE NORTHWEST CORNER OF MERIDIAN PARKWAY AND DETERMINATION DRIVE, RIVERSIDE, CALIFORNIA: 1) ADOPT RESOLUTION #JPA 22-17, ADOPTING AN ADDENDUM TO THE CERTIFIED EIR FOR THE MERIDIAN WEST CAMPUS-LOWER PLATEAU PROJECT (SCH #2016061020), APPROVING PLOT PLAN PP 22-01, SUBJECT TO CONDITONS OF APPROVAL FOR THE DEVELOPMENT OF THE MERIDIAN WEST – BUILDING 4 INDUSTRIAL WAREHOUSE BUILDING PROJECT; AND 2) DIRECT STAFF TO FILE A NOTICE OF DETERMINATION PURSUANT TO THE MARCH JPA LOCAL CEQA GUIDELINES**

Motions:

1) Adopt Resolution #JPA 22-17, Adopting an Addendum to the Certified EIR for the Meridian West Campus-Lower Plateau project (SCH #2016061020), approving Plot Plan PP 22-01, subject to conditions of approval for the development of the Meridian West – Building 4 industrial warehouse building project; and

2) Direct staff to file a notice of determination pursuant to the March JPA local CEQA guidelines.

Applicant: Seefried Industrial Properties

Background:

On October 25, 2017, the March Joint Powers Commission considered and adopted:

- Resolution #JPA 17-28, Certifying the CEQA Final EIR for the Meridian West Campus-Lower Plateau Project (SCH #2016061020), adopting findings, approving a Mitigation Monitoring and Reporting Plan, and adopting a Statement of Overriding Considerations

- Resolution #JPA 17-29 Approving General Plan Amendment 16-01, Approving Vesting Tentative Tract Map 37107, and Adopting Master Plot Plan PP16-04, Subject to Conditions of Approval, and

- Waived the first reading of Ordinance #JPA 17-04, Approving Industrial (94.8-Acres), Business Park (23.63-Acres) and Mixed Use (5.57-Acres) Zoning on the Meridian West Campus-Lower Plateau Project Site

On November 8, 2017, the March Joint Powers Commission considered and:

- Waived the second reading and adopted Ordinance #JPA 17-04, Approving Industrial (94.8-Acres), Business Park (23.63-Acres) and Mixed Use (5.57-Acres) Zoning on the Meridian West Campus-Lower Plateau Project Site, consistent with the March JPA General Plan.

The Master Plot Plan granted approval for the future development on five parcels, total building development of approximately 1,845,000 square feet of industrial/warehouse, 362,000 square feet of industrial/business park development and 66,000 square feet of mixed use and retail development. A sixth parcel of approximately 5.57-acres in size was analyzed in the Meridian West Campus-Lower Plateau Project EIR but was not submitted as part of the Master Plot Plan. This parcel, located adjacent to Meridian Parkway, north of Determination Drive, in proximity to the Metrolink Station, was planned for a 66,000-square-foot mixed-use development, to be submitted as a separate Plot Plan at a future date.

Proposed Project:

On January 27, 2022, the March Joint Powers Authority held a Pre-Application Meeting for a proposed industrial warehouse building project within the Meridian West Campus-Lower Plateau Project Area, adjacent to the Meridian Specific Plan Area.

On February 14, 2022, Seefried Industrial Properties (the "Applicant"), submitted an application to develop an industrial warehouse building on an existing mass-graded 4.55-acre vacant parcel. Specifically, the Meridian West-Building 4 (MW-B4) project site is located south of Alessandro Boulevard, at the northwest corner of Meridian Parkway and Determination Drive. On February 28, 2022, MJPA Staff introduced the proposed MW-B4 Project to the March Joint Powers Authority Technical Advisory Committee.

On September 7, 2022, MJPA Staff provided and update of the proposed MW-B4 Project to the March Joint Powers Authority Technical Advisory Committee. During this meeting, TAC members inquired about two specific items: a) on-site truck trailer parking stalls; and b) installation of a deterrent at the truck entrance, along Meridian Parkway, to restrict northbound truck movements from the site during peak rush hour periods.

The following responses address TAC inquiries:

- Truck Trailer Parking:
  As designed, the proposed project includes 15 truck trailer dock doors to accommodate 22 daily truck trips (11-in, 11-out), providing an excess of four on-site trailer parking stalls to accommodate deliveries as needed. The March JPA Development Code does not provide requirements for separate onsite trailer parking stalls within project sites; as such, the project is designed to not only comply with Development Code standards but to also compliment the March Business Center design guidelines.

- Traffic Deterrent:
  The March JPA staff and traffic engineer considered a center median along Meridian Parkway, and near the site truck entrance, to address concerns regarding northerly truck movements from the site. However, the installation of a center median for a single site would introduce potential safety issues with neighboring sites as well as existing traffic patterns near Meridian Parkway and Alessandro Boulevard. As an alternative, the project is conditioned to install an on-site diverter ("pork chop") at the truck entrance that would prevent northbound truck movements from the site. This project design addresses TAC comments pertaining to traffic.

Figure 1: Vicinity Map

The MW-B4 project site has a zoning designation of Business Park-Mixed Use (BPX). The proposed project consists of a Plot Plan, as summarized below.

Plot Plan (PP 22-01):
The proposed Plot Plan would allow for the development of an 80,074 square foot speculative industrial "shell" warehouse building on a 4.55-acre vacant parcel. The building is proposed to include 3,020 square feet of office space, no mezzanine space and 77,054 square feet of warehouse space, along with fifteen (15) truck dock doors and one (1) grade level loading door on the northside of the building. The shell building is single story and proposed to have a maximum height of 42 feet. The project site will also have 100 employee parking spaces.

Anticipated uses include light assembly, distribution, or warehousing, all of which are consistent with the permitted uses listed in the Development Code. The project has been designed to be in compliance with the Development Code. At this time, a tenant has not been identified and the total number of proposed employees is unknown.

The primary building entrance, anticipated office location, and majority of site landscaping are oriented towards Meridian Parkway to provide maximum architectural interest at the primary project visibility point. Primary access to the project site will be off Determination Drive, leading to an employee parking area with 84 parking stalls.

A secondary access point off Meridian Parkway, to the north, leads to another employee parking area with 16 parking stalls and primary truck entrance. The building includes one grade level loading door along with 15 loading dock positions. Onsite parking would be provided in accordance with Development Code requirements. A painted concrete theme wall with stone pilasters, consistent with the adjacent Meridian Specific Plan Area, is proposed to provide screening of truck yard operations.

Compliance with MJPA Industrial Site Development Standards:

Proposed Development		
Development Standard	**Minimum/Maximum Required**	**Proposed Development** Plot Plan 22-01
Minimum Site Area	1 acre (43,560 sq. ft.)	4.55 acres (198,198 sq. ft.)
Minimum Site Width	200'	415'
Minimum Site Depth	200'	610'
Building Area:	N/A	80,074 sq. ft.
Floor Area Ratio (Max):	N/A	40.39%
Minimum Setbacks:	Front: 20' Interior Side: *See note below*[1] Street Side: 20' Rear: *See note below*[1]	Front: 20' Interior Side: 145.4' Street Side: 148.7' Rear: 12'
Maximum Building Height:	35'	38'-6"[2]
Landscaping Required:	N/A	25% (50,010 sq. ft.)
Parking:	69 spaces	100 spaces

[1]*Structures shall be constructed on the property line or a minimum of 3 feet from the property line.*
[2]*10% Building Height increase Approved, building includes an architectural feature. See Building Height below.*

Project Design:
The proposed Project has been designed to be architecturally compatible with surrounding development and the aesthetic character of the area. In addition to the Development Code, the proposed Project would be compatible with the March Business Center Specific Plan standards and guidelines to ensure visual compatibility. Development Code standards include site area, lot dimensions, building height, building setbacks, landscaping, and parking requirements.

The proposed Project would convert the existing, undeveloped site to an industrial warehouse building with parking, circulation, and landscaping. Since the surrounding area is currently developed with primarily industrial, mixed use and business park uses, the proposed Project would add to the existing developed visual character of the site and surrounding vicinity with the construction of an industrial warehouse building.

The operation of the proposed use would complement the existing business park, mixed use and industrial-type uses around the Project site (e.g., along Meridian Parkway) and thus would not substantially degrade the existing visual character or quality of the March Business Center Specific Plan area. Additionally, truck loading areas would be screened appropriately. The Plot Plan, as conditioned, complies with the requirements Development Code.

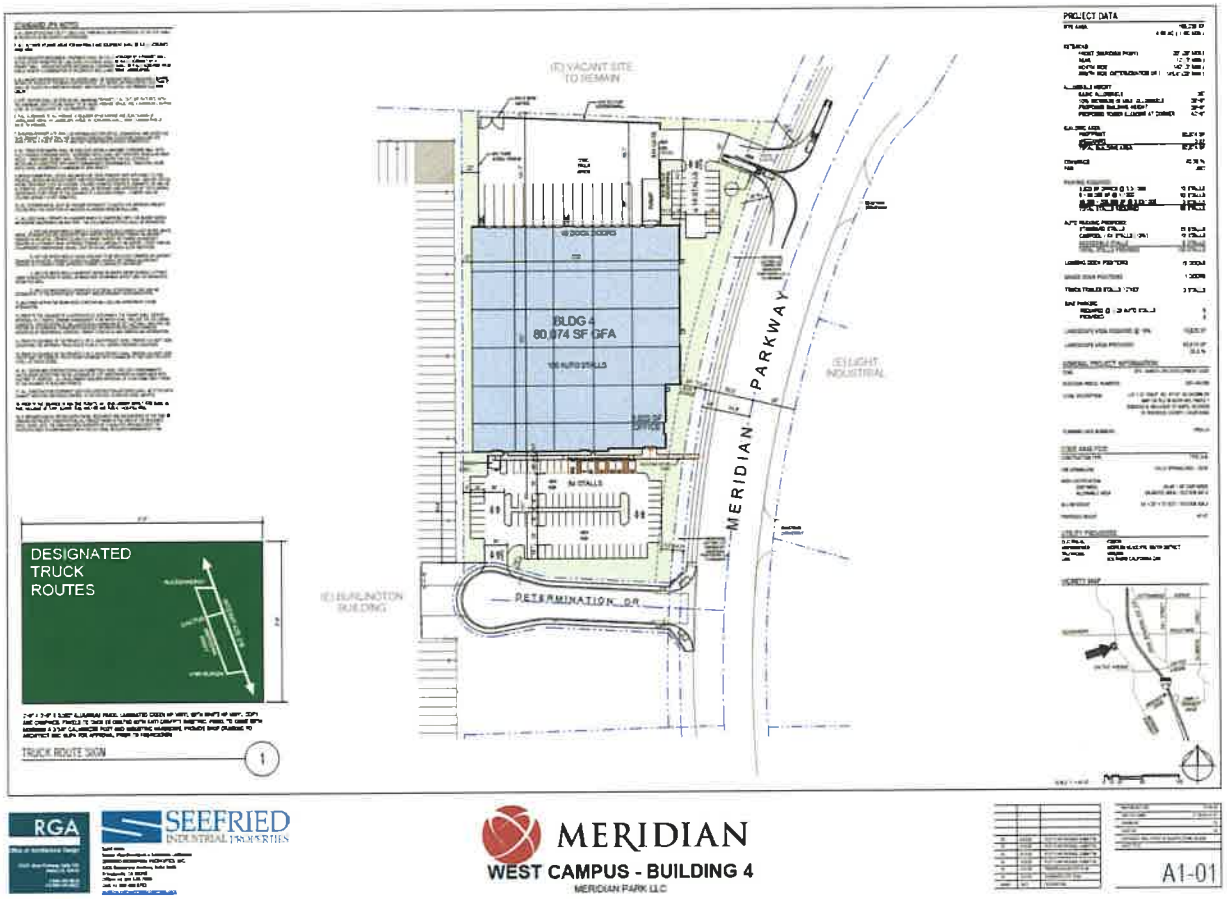

Figure 2: Site Plan

The following table is a summary of the proposed project associated with the Project Site Plan above:

Project Data	
Site Area	198,198 sq. ft. 4.55 acres
Building Area: **Warehouse Area** **Office Area/SE Corner**	 77,054 sq. ft. 3,020 sq. ft.
Parking Provided	Standard Parking: 85 Parking Spaces Carpool/EV Parking: 10 Parking Spaces Accessible Parking: 5 Parking Spaces Bike Parking: 6 Spaces
Loading Dock Positions	15 Docks
Ground Door Positions	1 Door
Truck Trailer Parking	0

The proposed building height, setbacks, parking, and landscape requirements are compliant with the Development Code requirements. Employee parking, carpool, and bicycle parking spaces provided on the proposed site plan (Figure 2: Site Plan) meet the parking standards required for Industrial uses.

Architecture/Color Palette:
The proposed industrial building architectural design would be a concrete tilt-up building including glass, reveals, metal shading devices, score lines, bands of color, recessed openings, and other architectural design elements to create visual interest with significant articulation in panel heights to break up the building expanse. The primary colors of the building would be Extra White (primary field color) and Attitude Gray (base color) with accents of Sedate Grey (accent color) and Rare Gray (accent color) with significant blue reflective glass features and anodized mullions. The concrete tilt-up screen walls will feature the primary color of Basket Beige, with "Limestone Suede" color cultured stone.

Site Landscaping:
Landscaping would occur along the edges of the building to soften the look of the building. Landscaping shall incorporate native and drought tolerant vegetation with low irrigation requirements, and irrigation systems shall employ control systems and be designed to conserve water. A mix of Desert Museum Palo Verde, Brisbane Box, Natchez Crape Myrtle, Aleppo Pine, Thornless Chilean Mesquite and Cork Oak trees, along with accent hedges, shrubs and groundcover including, but not limited to, John Dourley Manzanita, Spanish Lavender, Deer Grass, Bougainvillea, Bicolor African Iris and Blue Chalk Sticks, will be used be on the project site perimeter and along the edges of the building to enhance the look of the building itself. Landscaping shall conform to the standards and requirements of the March JPA Development Code.

Exterior Lighting:
Given the proximity to the airport, all on-site lighting provides fully shielded fixtures (no light emitted above horizon), high pressure or low-pressure sodium lighting, maximum 750 watts, maximum fixture height of 24' above finished grade, and maximum lighting of 0.5 candle/foot^2 at the property line. Another option would be to provide LED lighting, with an intensity below 2,700 Kelvin. Accordingly, all exterior lighting complies with the exterior lighting requirements of the March JPA Development Code.

Signage:
All development signage is required to be consistent with the March JPA Development Code, including building signage and freestanding signage. This is a separate application and review which has not been submitted at this time but is required to be approved by March JPA staff prior to the issuance of signage permits.

Building Height:
The standard building height within the BPX zoning area is 35', however the Planning Director has authority to approve a 10% increase, and has granted such approval in this case, from 35' to 38'-6", given the adjacent warehouse building height of 52'. In addition, the main office elevation has one architectural feature that extends an additional 3'-6" which is permitted consistent with the Architectural Feature provisions identified in March JPA Development Code Section 9.08.030(B.)(5.).

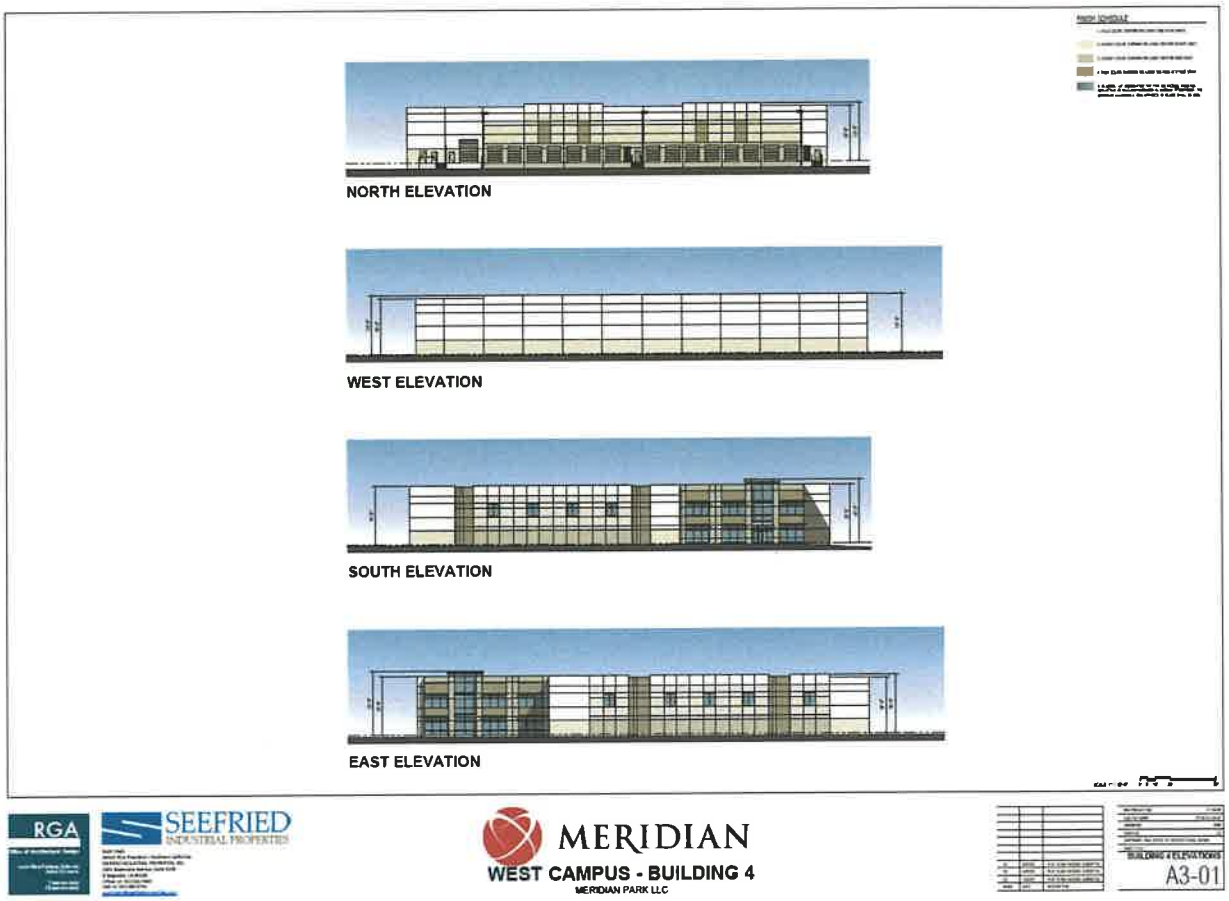

Figure 3: Building Elevations

March JPA General Plan Consistency

In 1993, the federal government mandated the realignment of March Air Force Base (MAFB) and a substantial reduction in its military use. In April 1996, MAFB was re-designated to an Air Reserve Base (ARB). Approximately 6,500-acres of land that had historically supported MAFB was no longer needed to support the ARB. The cities of Moreno Valley, Perris, Riverside, and the County of Riverside formed the March Joint Powers Authority (MJPA) to oversee the dispensation and management of the surplus land. A General Plan and Master Environmental Impact Report were prepared and adopted/certified in 1999 for the MJPA planning area. This Plot Plan complies with the existing Mixed Use General Plan land use designation.

March ARB/IP Airport Land Use Plan:

The March ARB/Inland Port Airport Land Use Compatibility Plan (ALUCP) was prepared for and adopted by the Riverside County Airport Land Use Commission (RCALUC) on November 13, 2014. The purpose of the March ARB/Inland Port ALUCP is to promote compatibility between March ARB/Inland Port and the land uses that surround the joint-use airport. The March ARB/Inland Port ALUCP regulates future development of new residential dwellings, commercial structures, and other noise or risk-sensitive uses within the Airport Influence Area based on factors enumerated in the ALUCP, including but not limited to noise, overflight, safety, and airspace protection.

Regarding the Project site, it is located within compatibility Zone B1 (Figure 4.7-1, Mead & Hunt 2010, 2014). Zone B1 encompasses areas of high noise and high accident potential risk within the inner portion of the runway approach and departure corridors. Prohibited uses

within Zone B1 include new dwellings, structures with more than 2-stories, children's schools, day care centers, libraries, hospitals, congregate care facilities, hotels/motels, restaurants, places of assembly, hazardous materials manufacture/storage, noise-sensitive outdoor nonresidential uses (spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters), critical community infrastructure facilities (including power plants, electrical substations, and public communications facilities), and hazards to flights (e.g., tall objects).

The project proposes to construct an 80,074 square foot industrial building, which includes 77,054 square feet of warehouse area, and 3,020 square feet of office area, accommodating a total occupancy of 169 people, resulting in an average intensity of 37 people per acre, which is consistent with Zone B1 average intensity criterion of 50 people per acre.

Based on the site plan provided and the occupancies as previously noted, the maximum single-acre area would include 40,540 square feet of warehouse area, and 3,020 square feet of office area, resulting in a single acre occupancy of 96 people which is consistent with the Compatibility Zone B1 single acre criterion of 100. The applicant does not propose any uses prohibited or discouraged in Compatibility Zone B1.

On July 14, 2022, the Riverside County Airport Land Use Commission (RCALUC) determined that the Plot Plan for the Meridian West – Building 4 Industrial Warehouse Building Project, is CONSISTENT with the 2014 March ARB/IP Airport Compatibility Plan.

On September 22, 2022, the ALUC Director reviewed a minor change to the building square footage, which included an increase of the building area to 80,074 square feet, and a reconfiguration of the internal floor area consisting of 77,054 square feet of warehouse area and 3,020 square feet of office area (the original project proposed a total building area of 80,000 square feet, with 77,000 square feet of warehouse area and 3,000 square feet of office area).

The ALUC Director determined that the Plot Plan with the minor change was CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. The RCALUC Commission approved conditions are incorporated into the March Joint Powers Commission's Conditions of Approval for the Project and included in Exhibit "C", Resolution #JPA 22-17.

California Environmental Quality Act Compliance:

CEQA and the State Guidelines for Implementing CEQA ("State CEQA Guidelines"; California Code of Regulations Section 15000 et seq.) require that state and local agencies: (1) Inform governmental decision-makers and the public about the potential, significant environmental effects of proposed activities; (2) Identify the ways that environmental damage can be avoided or significantly reduced; (3) Prevent significant, avoidable damage to the environment by requiring changes in Projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible; and (4) Disclose to the public the reasons why a governmental agency approved the Project in the manner the agency chose if significant environmental effects are involved.

Final EIR for the Meridian West Campus-Lower Plateau Project

The Meridian West Campus-Lower Plateau Project Final EIR was prepared to inform decision makers and the public of the potential significant environmental effects associated with the Project. The purpose of this Final EIR was to focus the discussion on those potential effects on the environment which the lead agency has determined may be significant. In addition, feasible

mitigation measures were recommended, when applicable, would reduce significant environmental impacts or avoid significant environmental impacts. On October 25, 2017, the March Joint Powers Commission considered and adopted findings, approved a Mitigation Monitoring and Reporting Plan and adopted a Statement of Overriding Considerations, Certifying the Meridian West Campus-Lower Plateau Project Final EIR (SCH# 2016061020) (Resolution #JPA 17-28).

Addendum to the Certified EIR

In accordance with section 15183(a) of the CEQA Guidelines, "CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental documents".

MJPA staff received and reviewed an Initial Study/Addendum Analysis for the proposed Project, prepared by the Project Applicant. The purpose of the Initial Study Analysis is to determine whether the proposed Project is within the scope of the previously approved project's development program, whether the environmental impacts of the proposed Project were previously addressed and evaluated in the Meridian West Campus-Lower Plateau Project Final Environmental Impact Report, and to determine if any of the conditions requiring subsequent environmental documentation, consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162(a), are present.

As documented in the Initial Study/Addendum, the proposed Project is consistent with the scope of the development program evaluated in the certified Meridian West Campus-Lower Plateau Project Final EIR and consistent with the land use designations and development intensities associated with the March Joint Powers Authority Development Code. Thus, the proposed Project is within the scope of the development program evaluated in the Meridian West Campus-Lower Plateau Project Final EIR and no subsequent EIR is required pursuant to Section 15162 of the State CEQA Guidelines. No further environmental review or additional mitigation measures are required. The Initial Study/Addendum is attached in Exhibit "A", Resolution #JPA 22-17.

Staff Recommendation:

Staff recommends that the March Joint Powers Commission take the following actions:

1) Adopt Resolution #JPA 22-17 Adopting an Addendum to the Final EIR for the Meridian West Campus-Lower Plateau Project (SCH #2016061020), Approving Plot Plan PP 22-01, subject to Conditions of Approval for the development of the Meridian West – Building 4 Industrial-Warehouse Building Project; and

2) Direct staff to file a Notice of Determination pursuant to the March JPA Local CEQA Guidelines.

Attachments:

1. Resolution #JPA 22-17 Adopting an Addendum to the Final EIR for the Meridian West Campus-Lower Plateau Project (SCH #2016061020), Approving Plot Plan PP 22-01, subject to Conditions of Approval for the development of the Meridian West – Building 4 Industrial Warehouse Building Project
    - *Exhibit A:* *CEQA Addendum*
    - *Exhibit B:* *Plot Plan 22-01*
        - *Project Description*
        - *Plan Set:*
          Site Plan, Fence Plan, Floor & Roof Plan,
          Building Elevations, Color/Material Board,
          Conceptual Landscape Plan, Conceptual Grading Plan,
          Conceptual Utility Plan
    - *Exhibit C:* *Conditions of Approval*
2. Notice of Determination

ATTACHMENT 1

Meridian West – Building 4 Industrial Warehouse Building Project

RESOLUTION # JPA 22-17

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN ADDENDUM TO THE CERTIFIED EIR FOR THE MERIDIAN WEST CAMPUS-LOWER PLATEAU PROJECT (SCH# 2016061020), APPROVING PLOT PLAN PP 22-01, SUBJECT TO CONDITIONS OF APPROVAL FOR THE DEVELOPMENT OF THE MERIDIAN WEST – BUILDING 4 INDUSTRIAL WAREHOUSE BUILDING PROJECT

- *Exhibit A:* *CEQA Addendum*
- *Exhibit B:* *Plot Plan 22-01*
  - *Project Description*
  - *Plan Set:*
    Site Plan, Fence Plan, Floor & Roof Plan, Building Elevations, Color/Material Board, Conceptual Landscape Plan, Conceptual Grading Plan, Conceptual Utility Plan
- *Exhibit C:* *Conditions of Approval*

RESOLUTION #JPA 22-17

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN ADDENDUM TO THE CERTIFIED EIR FOR THE MERIDIAN WEST CAMPUS-LOWER PLATEAU PROJECT (SCH #2016061020), APPROVING PLOT PLAN PP 22-01, SUBJECT TO CONDITIONS OF APPROVAL FOR THE DEVELOPMENT OF THE MERIDIAN WEST – BUILDING 4 INDUSTRIAL WAREHOUSE BUILDING PROJECT.

WHEREAS, the March Joint Powers Authority ("Authority" or "March JPA") is a joint powers agency created by a joint powers agreement dated September 7, 1993 ("Joint Powers Agreement"), as amended, to act as the federally recognized reuse authority, local land use authority, redevelopment agency, and airport authority for the former March Air Force Base; and

WHEREAS, the March JPA is comprised of the County of Riverside, the City of Riverside, the City of Moreno Valley, and the City of Perris; and

WHEREAS, the approximately 6,500 acres formerly known as the March Air Force Base was placed under the jurisdiction of the March JPA pursuant to the Retrocession of Legislative Jurisdiction from the United States, recorded in the County of Riverside on May 17, 1996, and Chapter 663 of the Statutes of 1996 of the State of California, effective on September 19, 1996; and

WHEREAS, pursuant to Government Code section 6502 and section 1 of the Joint Powers Agreement, as amended, the member entities have delegated to the March JPA the power and authority to create a joint planning agency pursuant to Government Code section 65101 to exercise the powers and perform the duties set forth in Division 1 of Title 7 (commencing with section 65000) of the Government Code for the March Air Force Base ("MJPA Planning Area"); and

WHEREAS, on October 25, 2017, the March Joint Powers Commission adopted Resolution #JPA 17-28, certifying the Environmental Impact Report for the Meridian West Campus-Lower Plateau Project (SDH #2016061020), for the development of approximately 1,845,000 square feet of Industrial/Warehouse development, 362,000 square feet of Industrial/Business Park development and 66,000 square feet of mixed use and retail development on approximately 130 acres, located generally located south of Alessandro Boulevard, west of Meridian Parkway, north of Opportunity Way, and generally east of Plummer Street, within the March Joint Powers Authority (JPA) jurisdiction in unincorporated Riverside County, California ("Certified FEIR"), adopting Findings pursuant to CEQA, adopting a Statement of Overriding Considerations, and adoption of a Mitigation Monitoring and Reporting Program; and

WHEREAS, on October 25, 2017, the March Joint Powers Commission adopted Resolution #JPA 17-29, adopting General Plan Amendment (GPA 16-01), Vesting Tentative Tract Map (VTTM 37107), and Master Plot Plan (PP 16-04), for the development of approximately 1,845,000 square feet of Industrial/Warehouse development, 362,000 square feet of Industrial/Business Park development and 66,000 square feet of mixed use and retail development on approximately 130 acres, located generally located south of Alessandro Boulevard, west of Meridian Parkway, north of Opportunity Way, and generally east of Plummer Street, within the

March Joint Powers Authority (JPA) jurisdiction in unincorporated Riverside County, California, and

WHEREAS, on November 8, 2017, the March Joint Powers Commission adopted Ordinance #JPA 17-04, adopting zoning designations for Industrial (94.8-Acres), Business Park (23.63-Acres) and Mixed Use (5.57-Acres), on the Meridian West Campus-Lower Plateau Project Site, consistent with the March JPA General Plan, for the development of approximately 1,845,000 square feet of Industrial/Warehouse development, 362,000 square feet of Industrial/Business Park development and 66,000 square feet of mixed use and retail development on approximately 130 acres, located generally located south of Alessandro Boulevard, west of Meridian Parkway, north of Opportunity Way, and generally east of Plummer Street, within the March Joint Powers Authority (JPA) jurisdiction in unincorporated Riverside County, California, and

WHEREAS, Master Plot Plan PP16-04, granted approval for the future development of a minimum of five parcels, including an approximate 5.57-acre parcel adjacent to Meridian Parkway, north of Determination Drive. The parcel was analyzed in the Meridian West Campus-Lower Plateau Project EIR but was not submitted as part of the Master Plot Plan. At a future date, a 66,000-square-foot mixed-use development would be submitted as a separate Plot Plan, and.

WHEREAS, on February 14, 2022, Applicant, Seefried Industrial Partners, submitted an application (which constitute "Project Entitlements") requesting the following:

1. Plot Plan (PP 22-01) to allow for the development of an 80,072 square foot speculative industrial "shell" warehouse building on an existing mass-graded 4.55-acre vacant parcel located south of Alessandro Boulevard, at the northwest corner of Meridian Parkway and Determination Drive, within the March Joint Powers Authority (JPA) jurisdiction in unincorporated Riverside County, California

WHEREAS, this Plot Plan (PP 22-01), collectively constitutes the "Project" for purposes of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA"); and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the March Joint Powers Commission is prohibited from requiring a subsequent or supplemental EIR unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 and the March JPA's Local CEQA Guidelines, are present; and

WHEREAS, an Addendum to the Certified FEIR was prepared for the proposed Project, pursuant to CEQA, the State CEQA Guidelines, and the March JPA's Local CEQA Guidelines; and

WHEREAS, on October 12, 2022, the Commission conducted a duly-noticed public hearing pursuant to the March JPA Development Code on the proposed Project Entitlement, at which time all persons wishing to testify in connection with the proposed Project Entitlement were heard and the proposed Project Entitlement was comprehensively reviewed; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. Compliance with the California Environmental Quality Act. The Commission has reviewed and considered the Certified FEIR and Addendum and finds that these documents taken together contain a complete and accurate reporting of all of the potential environmental impacts associated with the proposed Project. The Commission further finds that the Addendum has been completed in compliance with CEQA, the State CEQA Guidelines, and the March JPA's Local CEQA Guidelines and contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed Project, and reflects the independent judgment and analysis of the Commission.

SECTION 3. CEQA Findings. Based on the substantial evidence set forth in the record, including but, not limited to, the Certified FEIR and the Addendum, the Commission finds that an addendum is the appropriate document for disclosing the changes reflected in the proposed Project, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 or the March JPA's Local CEQA Guidelines requiring subsequent environmental review have occurred, because:

(a) The Project does not constitute a substantial change that would require major revisions of the due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(b) There is not a substantial change with respect to the circumstances under which the Project will be developed that would require major revisions of the Certified FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.

(c) New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified FEIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

SECTION 4. The Commission adopts the Addendum attached hereto as **Exhibit "A."**

SECTION 5 Finding for Plot Plan (PP 22-01). Based on the entire record before the Commission and all written and oral evidence presented to the Commission, the Commission makes the following findings for approval of Plot Plan PP 22-01, in accordance with Section 9.02.070 of the March JPA Development Code:

1. The proposed Project is consistent with the goals, objective, policies, and programs of the March JPA General Plan because:

   a. The Project complies with General Plan Land Use Policy 1.1: *"Provide for a mix of land uses which implement the Base Master Reuse Plan for March AFB; offer a variety of employment opportunities; and capitalizes, enhances and expands upon existing physical and economic assets of the Planning Area."* As the March JPA General Plan Land Use Map in this area mirrors the March ARB Master Reuse Plan (Page II-38), the Project complies with the objective of developing predominately industrial land uses in this planned area for industrial mixed-uses. Furthermore, the Project capitalizes on the appropriateness of development along Meridian Parkway and near the existing I-215 Freeway while generating up to an estimated 100 permanent jobs; and

   b. The Project complies with General Plan Land Use Policy 1.5: "*Provide for a variety of industrial uses, including heavy manufacturing, light manufacturing, warehousing, and distribution, transportation-related, and research and development.*" The Project complies with General Plan Land Use Policy 1.5 because the Project includes up to 80,074 square feet of warehouse space, consisting of approximately 77,054 square feet of ground floor warehouse area, 3,020 square feet of ground floor office space and no mezzanine area. The building is proposed to have a maximum height of 42 feet. The Project site is proposed to accommodate 84 parking spaces for employees and visitors off Determination Drive, with a secondary access point off Meridian Parkway, leading to an employee parking area with 16 parking stalls and primary truck entrance. The building includes one grade level loading door along with 15 loading dock positions; and

2. The proposed Project complies with all applicable zoning and other regulations because:

   a. The Project complies with the permitted industrial uses and development guidelines outlined in the March Joint Powers Development Code and with the 2014 March ARB/IP Airport Compatibility Plan. The proposed Project was also reviewed by the March JPA Review team, consisting of the March JPA Civil Engineer, Water Quality Civil Engineer, Land Use Planner, Riverside County Fire Marshall, March JPA (Willdan) Building Plans Examiner, and the proposed development complies with all required development standards; and

3. The proposed Project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity because:

   a. The Project complies with General Plan Land Use Policy 1.3: *"Provide for patterns of land use which can be supported by existing and planned circulation, public facilities, and infrastructure system improvements in a manner that will preserve the March JPA's fiscal capacity."* The Project will not adversely affect public health, safety, or general welfare because the Project is fully supported by existing infrastructure, including: Alessandro Boulevard, Meridian Parkway, Determination Drive, Interstate 215 Freeway, existing services such as, nearby commuter rail, public transportation, sidewalks, bike lanes, and fire and police protection, which are already serving the Project Site, such that there is no major extension of infrastructure at the expense of the March JPA; and

   b. The Project complies with General Plan Land Use Policy 1.9: *"Plan for compatible land uses within the aircraft noise impact contours depicted in the Air Installation Compatible Use Zones (AICUZ) Report for the airfield use."* The Project will not adversely affect public health, safety, or general welfare because the Project contains no residential components that would be incompatible in the 65–70 dBA noise contours, or that are considered only marginal in the 60–65 dBA noise contours. Instead, the Project includes employment uses that are considered a marginally acceptable use in the highest 65–70 dBA noise contours and industrial land uses within the 60–65 dBA CNEL noise level contours that are considered normally acceptable. As conditioned by the Airport Land Use Commission, sensitive land uses including structures with more than three aboveground habitable floors, children's schools, daycare centers, libraries, hospitals, congregate care facilities, hotels and motels, places of assembly, noise-sensitive outdoor nonresidential uses (spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters) would be prohibited in the 65–70 dBA noise contours. Additionally, the Project will be constructed in accordance with California Building Code standards building construction for employment and industrial uses and thus will satisfy the Riverside County ALUCP compatibility criteria based on the noise-level-contour boundaries.

4. The location, design, and operation of the proposed Project will be compatible with existing and planned land uses in the vicinity because:

   a. The Project complies with General Plan Land Use Policy Goal 2: *"Locate land uses to minimize land use conflict or creating competing land uses, and achieve maximum land use compatibility while improving or maintaining the desired integrity of the Planning Area and sub-region."* The Project Applicant proposes an industrial warehouse building in a location that is surrounded by existing industrial warehouse and business park development, south of Alessandro Boulevard, to the east and south along Meridian Parkway and west, adjacent to an existing industrial warehouse. Accordingly, the location, design, and operation of the proposed Project will be compatible with existing and planned land uses in the vicinity; and

SECTION 6 Approval of Project Entitlement. Based on the entire record before the Commission, all written and oral evidence presented to the Commission, and the findings made in this Resolution, the Commission hereby approves the proposed Project Entitlement, including Plot Plan (PP 22-01), as shown on **Exhibit "B"**, attached hereto and incorporated herein by this reference, subject to the Conditions of Approval, as shown on the attached **Exhibit "C",** attached hereto and incorporated herein by this reference.

SECTION 7 Notice of Determination. The Commission directs March JPA staff to prepare, execute, and file a Notice of Determination with the Riverside County Clerk within five (5) working days of the passage and adoption of this Resolution (#JPA 22-17).

SECTION 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the Office of the Clerk, March JPA, 14205 Meridian Parkway, Suite 140, Riverside, CA 92518.

SECTION 9. Execution of Resolution. The Chair of the Commission of March JPA shall sign this Resolution and the Clerk of March JPA shall attest and certify to the passage and adoption thereof.

SECTION 10. Effective Date. This Resolution shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of October, 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 22-17 was adopted by the March Joint Powers Commission of the March Joint Powers Authority at a regular meeting thereof held on October 12, 2022, by the following vote of the Commission:

Ayes:
Noes:
Abstain:
Absent:

Dated: October 12, 2022

_____

Cindy Camargo, Clerk
March Joint Powers Commission

EXHIBIT A

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

CEQA Addendum

ADDENDUM TO THE MERIDIAN WEST CAMPUS-LOWER PLATEAU PROJECT ENVIRONMENTAL IMAPCT REPORT

FINAL ENVIRONMENTAL IMPACT REPORT
(SCH No. 2016061020)

1. Introduction

This document is an Addendum to the 2017 Meridian West Campus-Lower Plateau Final Environmental Impact Report (EIR) prepared by the March Joint Powers Authority (March JPA) for the buildout of the Master Plot Plan for the West Campus-Lower Plateau area adjacent to and west of the existing North Campus of the Meridian Business Center (SCH Number 2016061020). The Meridian West Campus-Lower Plateau Final EIR was approved on October 25, 2017, for a total building development of 1,845,000 square feet of industrial/warehouse uses, 362,000 square feet of industrial/business park development and 66,000 square feet of mixed uses and retail development. The West Campus-Lower Plateau project also included a General Plan Amendment to create approximately 5.7 acres of Mixed Use designated land along Meridian Parkway, Zoning Designation change, a Master Plot Plan for future development of a minimum of five parcels, and Parcel Map 37107 to create five fee title parcels.

The West Campus-Lower Plateau was partially or entirely analyzed in several previous environmental and planning documents. The March Business Center Specific Plan and Final Focused EIR was certified in 2003 which adopted the march Business Center Specific Plan, which identified two separate "campuses", North Campus and South Campus, along with a third future campus. In addition, the West Campus-Lower Plateau area was previously conceptually considered for development in the Disposal of Potions of March AFB EIS (1996), the March AFB Redevelopment Project EIR (1996), and the Master EIR for March JPA (1999).

The analysis in the Meridian West Campus-Lower Plateau Final EIR concluded that impacts associated with the project would result in less than significant impacts with mitigation incorporated to aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use, and noise. The Final EIR determined the project would result in significant and unavoidable impacts to air quality, greenhouse gas emissions, and transportation and traffic. As a result of the conclusions in the Final EIR, a Statement of Overriding Considerations was adopted to acknowledge that the project would result in significant and unmitigated impacts and a Notice of Determination (NOD) was filed on November 9, 2017.

Proposed Project

Development of the West Campus- Building 4, herein referred to as the proposed project, is the focus of analysis in this Addendum. The project site is a 4.55-acre vacant but mass-graded site (APN 297100083). The proposed project is an 80,074 square-foot industrial warehouse building

that would be developed with 15 loading docks and approximately 3,020 square feet of office space. The one-story building would have a maximum height of 38 feet and 6 inches above existing grade with architectural elements extending up to 42 feet above existing grade. The project site would be developed with an employee parking lot located just south of the proposed building with 84 vehicle parking stalls, and an employee parking lot with 16 vehicle parking stalls located in the northeast corner of the project site. West Campus – Building 4 was analyzed in the Meridian West Campus-Lower Plateau Final EIR but was not processed as part of the Master Plot Plan.

2. Purpose of the Addendum

As outlined in CEQA Guidelines Section 15164(b), an Addendum to an EIR may be prepared when minor technical changes or additions are necessary to the EIR for a project that has already been approved and when neither additional significant environmental effects nor a substantial increase in the severity of previously identified significant effects would occur. It has been determined through preparation of a complete and thorough Initial Study that an Addendum is the appropriate level of documentation for approval of the proposed Project under CEQA.

Under CEQA, an Addendum to an adopted EIR may be prepared by either a lead or responsible agency if only minor technical changes or additions are necessary, but none of the conditions calling for preparation of a subsequent or supplemental negative declaration have occurred (CEQA Guidelines Section 15164). Although there is no specific format required, CEQA recommends that a brief explanation of the decision to prepare an Addendum rather than a subsequent or supplemental EIR be included in the record for a proposed project (CEQA Guidelines Section 15164(e)). Once an EIR has been certified, a subsequent or supplemental EIR is only required when the Lead Agency determines that one of the following conditions has been met (CEQA Guidelines Section 15162(a)):

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete, shows any of the following:

A. The project will have one or more significant effects not discussed in the previous EIR;

B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

C. *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

D. *Mitigation measures or alternatives which are considerably different from those in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

This Addendum has been prepared by March JPA because the construction of an 80,074 square-foot industrial warehouse would be consistent with the overall land uses evaluated in the Meridian West Campus-Lower Plateau project and would not require major revisions to the Final EIR due to new significant impacts or substantial increases in the severity of previously identified significant impacts. The anticipated environmental impacts of the proposed project, as explained in detail in the following analysis, have been analyzed and mitigated accordingly in the Meridian West Campus-Lower Plateau Final EIR, and there have been no new circumstances since that time that would result in new or more severe significant environmental impacts. As evaluated in the supporting analysis of this Addendum, mitigation measures that have been previously identified would continue to ensure that impacts are reduced to less than significant levels. The minor technical changes required for the proposed project include the development of an 80,074 square-foot industrial warehouse instead of a 66,000 square-foot mixed use development. These differences are considered minor because both land uses are allowable land uses in the Business Park land use designation in the Meridian Specific Plan March JPA Planning Area Zone. Additionally, while the proposed project has a larger footprint than what was analyzed in the previous EIR for the project site, the difference is 14,100 square feet, a small fraction of the overall total square feet of industrial warehouse development analyzed under the Meridian West Campus-Lower Plateau Final EIR (1,845,000 square feet). Furthermore, the other projects that have been developed under Meridian West Campus-Lower Plateau Final EIR have resulted in smaller footprints than analyzed in the EIR, for a total of approximately 1,509,500 square feet of industrial warehouse development, approximately 335,500 square feet less than analyzed in the Final EIR.

Per CEQA Guidelines Section 15163(c), an Addendum need not be circulated for public review, but can be included in or attached to the approved EIR. Prior to approval of the proposed project, March JPA will consider this Addendum together with the Meridian West Campus -Lower Plateau EIR when making a decision regarding the proposed project.

3. Overview of Environmental Analysis

The Meridian West Campus-Lower Plateau Final EIR included an evaluation and analysis of the potential environmental impacts associated with the amendment of the for the buildout of the Master Plot Plan for the West Campus-Lower Plateau area. The Final EIR considered the buildout of the project site as a 66,000-square-foot mixed-use development, including office, retail, and/or a small business park, that would be submitted as a component of a separate Plot Plan Submittal. The analysis can be found in its entirety in the accompanying Supplemental Environmental

Checklist Form. As described below and shown in the environmental checklist, the proposed project does not involve new significant environmental effects or substantially increase the severity of a previously identified significant effect in the Meridian West Campus-Lower Plateau Final EIR. The following resource areas were evaluated in this Addendum:

- Aesthetics
- Air Quality
- Cultural Resources
- Geology / Soils
- Hazards & Hazardous Materials
- Land Use / Planning
- Noise
- Public Services
- Transportation / Traffic
- Utilities / Service Systems
- Mandatory Findings of Significance
- Agriculture and Forestry Resources
- Biological Resources
- Energy
- Greenhouse Gas Emissions
- Hydrology / Water Quality
- Mineral Resources
- Population / Housing
- Recreation
- Tribal Cultural Resources
- Wildfire

The Supplemental Environmental Checklist Form compares the environmental effects of implementing the proposed project with the operational analysis that was evaluated in the Meridian West Campus-Lower Plateau Final EIR, in order to determine the extent to which the EIR adequately addressed the impacts of the proposed project, and to identify the extent of revisions to the EIR needed to accurately address the impacts of the proposed project. The Supplemental Environmental Checklist Form incorporates mitigation measures from the EIR, where applicable, and has incorporated minor revisions to those measures in order to reflect current conditions and the fact that not all components of the mitigation measures may apply to the proposed project.

In summary, the proposed project would not result in any new significant environmental impacts or substantially increase the severity of significant unavoidable impacts evaluated in the Meridian West Campus-Lower Plateau Final EIR. The Supplemental Environmental Checklist presented in this document provides an analysis of the proposed project in comparison to what was analyzed in the EIR. The anticipated environmental impacts of the proposed project are consistent with the analysis contained in the previous analysis. In addition, the proposed project would not result in additional impacts and would not require additional mitigation measures.

SUPPLEMENTAL ENVIRONMENTAL CHECKLIST FORM

FOR USE WHEN THE AUTHORITY IS REVIEWING SUBSEQUENT DISCRETIONARY DOCUMENTS PURSUANT TO A PREVIOUSLY APPROVED OR CERTIFIED ENVIRONMENTAL DOCUMENT

1. Project Title: Meridian West – Building 4 Industrial Warehouse Building Project

2. Lead Agency Name and Address:

March Joint Powers Authority
14205 Meridian Parkway, Suite 140 Riverside, CA 92518

3. Contact Person and Phone Number: Dan Bick, 949-382-0065

4. Project Location: The project site is in the northwest corner of the intersection of Determination Drive and Meridian Parkway, within the West Campus Lower Plateau development area of the March Joint Powers Authority (JPA) jurisdiction in unincorporated Riverside County.

5. Project Sponsor's Name and Address:

Seefried Industrial Properties
2321 Rosecrans Avenue Suite 2220 El Segundo, CA 90245

6. General Plan Designation: Mixed Use 7. Zoning: Business Park-Mixed Use (BPX)

8. Previous Environmental Document: Please describe the previously adopted ND or MND or the previously certified EIR (include the date the document was adopted or certified, the date the project was approved by the Authority, the date the NOD was filed with the County of Riverside, and a summary of potentially significant effects identified in the CEQA document).

In 1993, the United States Air Force mandated the realignment of March Air Force Base (AFB) and a substantial reduction in its military use. In April 1996, March AFB was re-designated as an Air Reserve Base (ARB). Approximately 4,400 acres of land that had historically supported March AFB was no longer needed. The cities of Moreno Valley, Perris, and Riverside, and the County of Riverside formed the March Joint Powers Authority (JPA) to oversee the dispensation and management of the surplus land. A General Plan and Master Environmental Impact Report (EIR) were prepared and adopted/certified in 1999 for the JPA planning area, which includes the March ARB.

The March Business Center Specific Plan and Final Focused EIR, which guides land use decisions within a 1,290-acre portion of the planning area, was adopted and certified in 2003. Within the March Business Center Specific Plan, two separate "campuses" were originally identified, along with a future third campus. The two identified campuses include the North Campus and South Campus. Since adoption of the March Business Center Specific Plan in 2003, the Specific Plan area has become known and marketed as "Meridian Business Park." The following issue areas were analyzed within the 2003 Focused EIR: aesthetics/visual, agricultural land, air quality, archaeologic-historic, drainage/absorption, flood plain/flooding, forest land/fire hazard, geologic/seismic, minerals, noise, population/housing balance, public services, recreation/parks, schools/universities, sewer capacity, solid waste, toxic/hazardous, traffic/circulation, vegetation, water quality, water supply wetland/riparian, wildlife, growth inducing, land use, and cumulative effects.

In addition to being evaluated in concept in the March Business Center Specific Plan and Final EIR, the identified West Campus Lower Plateau area has been partially evaluated in concept in a number of other environmental and planning documents. As part of the Defense Base Closure and Realignment Act (DBCRA) of 1990, and realignment of March AFB, the Air Force prepared an environmental impact statement (EIS) evaluating potential environmental impact resulting from the disposal and proposed reuse of the base property.

Per the land use plan developed by March JPA and evaluated within the 1996 EIS, the West Campus-Lower Plateau area was envisioned to be with industrial and business park uses (March JPA 2017).

Concurrent with the U.S. Air Force's preparation of the EIS, the March JPA (previously known as the March Joint Powers Redevelopment Agency) prepared an EIR for the proposed March ARB Redevelopment Project (March Joint Powers Redevelopment Agency 1996). Upon approval by the federal government for the realignment of March ARB and the transfer of excess property from March ARB to March JPA, March JPA prepared a General Plan (March JPA 1999a) and certified a Master EIR for the General Plan in 1999 (SCH#97071095) (March JPA 1999b). The West Campus-Lower Plateau area was grouped in the West March Planning Subarea with proposed land uses including IND (Industrial) and BP (Business Park).

The Meridian West Campus-Lower Plateau Final EIR, which analyzed the proposed build-out of the West Campus-Lower Plateau area (previously conceptually considered for development in the March Business Center Specific Plan and Final EIR, Disposal of Potions of March AFB EIS, the March AFB Redevelopment Project EIR, and the Master EIR for March JPA as described above) was approved in October 2017. The Final EIR evaluated the build-out of a Master Plot Plan for the West Campus-Lower Plateau area adjacent to and west of the existing North Campus of the Meridian Business Center. The West Campus-Lower Plateau project also included a General Plan Amendment, Zoning Designation, and a Parcel Map. The Meridian West – Building 4 Project, which this document is evaluating, is located within the overall West Campus-Lower Plateau area.

9. Description of Project: (Describe the previously approved project and the authorized entitlements/ discretionary actions. Describe whether the subsequent discretionary action now proposed was considered in the previously approved CEQA document and describe any differences between the proposed action and the approved project.)

The Meridian West Campus-Lower Plateau Final EIR was approved on October 25, 2017 for a total building development of 1,845,000 square feet of industrial/warehouse uses, 362,000 square feet of industrial/business park development and 66,000 square feet of mixed uses and retail development. The originally Approved West Campus-Lower Plateau Project (Originally Approved Project) included a General Plan amendment to create approximately 5.7 acres of Mixed-Use designated land along Meridian Parkway, wherein the West Campus – Building 4 ("project" or "proposed project") is currently proposed. The Originally Approved Project also included Parcel Map 37107 to create five (5) fee title parcels and a Master Plot Plan for future development of a minimum of five parcels. The proposed West Campus – Building 4 site ("project site") was analyzed within the environmental document but was not processed as part of the Master Plot Plan.

The project site is a 4.55-acre vacant but mass-graded site (APN 297100083). The proposed project is an 80,074 square-foot industrial warehouse building. The warehouse would be developed with 15 loading docks and approximately 3,020 square feet of office space. The one-story building would have a maximum height of 38 feet and 6 inches above existing grade with architectural elements extending up to 42 feet above existing grade. The project site would also be developed with an employee parking lot located just south of the proposed building with a total of 84 vehicle parking stalls, accessible from Determination Drive via a 30-foot-wide driveway as well as a pedestrian pathway. There would also be an employee parking lot with a total of 16 vehicle parking stalls located in the northeast corner of the project site, with a 40-foot-wide driveway off Meridian Parkway to provide entrance to employee vehicles and trucks. The 40-foot-wide driveway would also provide access to the concrete truck court with 15 truck stalls. The truck court would be surrounded to the north and east by a 12-foot high, tilt-up screenwall and secured by an 8-foot-high security gate installed at the truck entrance off Meridian Parkway. The west side of the truck court would be bordered with an 8-foot-high tube steel fence and a gate. Construction of the proposed project would occur over 7 months.

The Originally Approved Project considered the buildout of the project site as a mixed-use development, including office, retail, and/or a small business park. The Originally Approved Project assumed at a future date, a 66,000-square-foot mixed-use development, including office, retail, and/or a small business park would be submitted as a component of a separate Plot Plan Submittal. The proposed project differs from the Originally Approved Project because it proposes an 80,074 square-foot industrial warehouse, an allowable business park use, instead of retail, office, or mixed use. Industrial warehouses are generally used for 24-hour per day storage and transport of goods. The potential differences between Industrial warehouses uses and mixed-use office, or retail uses are different operating hours, demands on energy or public utility resources, and traffic patterns.

Industrial warehouse uses are permitted in the Business Park – Mixed Use (BPX) Meridian Specific Plan March JPA Planning Area Zone.

The operation of the proposed project would include daily storage and distribution of goods. Hours of operation would be up to 24 hours a day, 7 days a week. Operational activities would include truck transport to and from the project site and typical industrial warehousing activities related to the storage and distribution of goods.

10. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings.)

The project site is bordered by open space and a retention pond to the north, Meridian Parkway followed by a business park to the east, Determination Drive followed by a vacant lot and Burlington Coat Factory warehouse facility to the south, and the Burlington coat factory warehouse truck court to the west.

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

March JPA Building and Safety Department; Riverside County Fire Department

12. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Not Applicable - AB 52 requires that tribal cultural resources be evaluated under CEQA. However, pursuant to Public Resource Code Section 21080.3.1(b), AB 52 consultation does not apply in this case because the environmental document is not a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report and is instead an addendum to a previously prepared CEQA document. Further, the project does not require either a General Plan or Specific Plan Amendment; as such, SB 18 does not apply.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

NEW SIGNIFICANT ENVIRONMENTAL EFFECTS OR SUBSTANTIALLY MORE SEVERE SIGNIFICANT ENVIRONMENTAL EFFECTS COMPARED TO THOSE IDENTIFIED IN THE PREVIOUS CEQA DOCUMENT. The subject areas checked below were determined to be new significant environmental effects or to be previously identified effects that have a substantial increase in severity either due to a change in project, change in circumstances or new information of substantial importance, as indicated by the checklist and discussion on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality	☐ Land Use / Planning
☐ Mineral Resources	☐ Noise	☐ Population / Housing
☐ Public Services	☐ Recreation	☐ Transportation / Traffic
☐ Utilities / Service Systems	☐ Mandatory Findings of Significance	☐ Greenhouse Gases
☐ Tribal Cultural Resources	☐ Energy	☐ Wildfire

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- ☐ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND or MND or previously certified EIR is adequately discusses the potential impacts of the project without modification.
- ☒ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND, MND or previously certified EIR adequately discusses the potential impacts of the project; however, minor changes require the preparation of an ADDENDUM.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous ND, MND or EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, all new potentially significant environmental effects or substantial increases in the severity of previously identified significant effects are clearly reduced to below a level of significance through the incorporation of mitigation measures agreed to by the project applicant. Therefore, a SUBSEQUENT MND is required.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, only minor changes or additions or changes would be necessary to make the previous EIR adequate for the project in the changed situation. Therefore, a SUPPLEMENTAL EIR is required.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, a SUBSEQUENT EIR is required.

Signature — Date: OCTOBER 3, 2022

JEFFREY M. SMITH — For: MARCH JPA

Printed Name — For

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A finding of "No New Impact/No Impact" means that the potential impact was fully analyzed and/or mitigated in the prior CEQA document and no new or different impacts will result from the proposed activity. A brief explanation is required for all answers except "No New Impact/No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No New Impact/No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No New Impact/No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) A finding of "New Mitigation is Required" means that the project have a new potentially significant impact on the environment or a substantially more severe impact than analyzed in the previously approved or certified CEQA document and that new mitigation is required to address the impact.

3) A finding of "New Potentially Significant Impact" means that the project may have a new potentially significant impact on the environment or a substantially more severe impact than analyzed in the previously approved or certified CEQA document that cannot be mitigated to below a level of significance or be avoided.

4) A finding of "Reduced Impact" means that a previously infeasible mitigation measure is now available, or a previously infeasible alternative is now available that will reduce a significant impact identified in the previously prepared environmental document.

5) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

6) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analyses Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis. Describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the proposed action.

   c) Infeasible Mitigation Measures. Since the previous EIR was certified or previous ND or MND was adopted, discuss any mitigation measures or alternatives previously found not to be feasible that would in fact be feasible or that are considerably different from those previously analyzed and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives.

   d) Changes in Circumstances. Since the previous EIR was certified or previous ND or MND was adopted, discuss any changes in the project, changes in circumstances under which the project is undertaken and/or "new information of substantial importance" that cause a change in conclusion regarding one or more effects discussed in the original document.

7) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

8) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

9) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

10) The explanation of each issue should identify:

a) the significance criteria or threshold, if any, used to evaluate each question;

b) differences between the proposed activity and the previously approved project described in the approved ND or MND or certified EIR; and

c) the previously approved mitigation measure identified, if any, to reduce the impact to less than significance.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
I.	AESTHETICS. Except as provided in Public Resources Code section 21099, would the project:				
a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?)	☐	☐	☒	☐
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The previously certified EIR analyzed the potential visual impacts associated with the Originally Approved Project and identified mitigation measures, namely **MM AES-1** and **MM HAZ-6**, required to reduce impacts to aesthetics and/or visual resources. The EIR identified less than significant impacts associated with scenic vistas, visual character, and state scenic highways, and a less than significant impact with the implementation of mitigation for impacts related to substantial light or glare. The implementation of September 2012 Settlement Agreement with the Center for Biological Diversity and the San Bernardino Valley Audubon Society (2012 Settlement Agreement) Exhibit B Mitigation Measures (identified as **MM-AES-1**) would reduce the potential impacts related to additional outdoor lighting by requiring specific lighting design features. Implementation of **MM-HAZ-6** from the Meridian West Campus-Lower Plateau EIR was incorporated into the aesthetics analysis to reduce potential impacts related to significant glare from solar voltaic systems. With the incorporation of these two mitigation measures, impacts related to light and glare would be less than significant.

Proposed Project Analysis

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

a) Would the project have a substantial adverse effect on a scenic vista?

Construction of the proposed project would not require large equipment such as bulldozers because the project site is already mass graded; however, cranes may be used to construct the tilt-up warehouse structure. Cranes and other construction equipment would not substantially block available views of Olive Hill, the Russel Mountains, or other aesthetically valuables views in the surrounding area because they would be temporary, relatively small and narrow elements within a wide landscape view. No further analysis is required.

The project site is a vacant, graded site which is visible from the viewpoint identified as Viewpoint Location No. 3 in the Originally Approved Project EIR. Operation of the proposed project would result in consistent potential visual impacts as previously identified in the with the Originally Approved Project, which identified the project site as visible from Viewpoint Location No. 3 but concluded the building would be visible for westbound travelers along Alessandro Boulevard but would not obstruct distant views of Mount Russell or San Jacinto Mountain. While the use of the project site would be different from the Originally Approved Project, the location and height of the building on the project site would be consistent with what was analyzed for the Originally Approved Project. As such, no new or more severe impacts to scenic vistas would occur beyond those identified for the Originally Approved Project. Thus, no further analysis is required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Potential impacts related to substantial damage to scenic resources within a scenic highway were analyzed in the Initial Study for the Proposed Meridian West Campus-Lower Plateau Project. No state scenic highways identified by the California Scenic Highway Mapping System are located near the West Campus-Lower Plateau site (Caltrans 2011). Therefore, no impacts would occur and the threshold was not carried forward to the EIR. Consistent with the Originally Approved Project, there are no new state scenic highways near the project site that have been identified since the time of the Initial Study. There are no state scenic highways, historic buildings, rock outcroppings, trees or other scenic resources near the project site as identified by the California State Highway Mapping System (Caltrans 2011). Thus, the proposed project would not affect these resources. As such, no new or more severe impacts to scenic resources within a state scenic highway would occur beyond those identified for the Originally Approved Project. No further analysis is required.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?)

The project site is located within a non-urbanized area as defined by California Public Resources Code Section 21071 and CEQA Guidelines Section 15387. Views of the project site from public viewpoints include the vacant project site and developed warehouses and business parks in the surrounding area. Development of a warehouse facility at the project site would not substantially degrade the existing visual quality due to the similar nature of development in the surrounding area. The proposed project would be consistent with the uses and visual characteristics as well as the previously completed analysis for the Originally Approved Project. As such, no new or more severe impacts to visual character would occur beyond those identified for the Originally Approved Project. No further analysis required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

The proposed project would introduce new lighting sources to the existing project site from outdoor lighting, parking lot lights, and vehicle headlights. However, this would be consistent with the new lighting that was analyzed for the Originally Approved Project. Additionally, mitigation measure **MM-AES-1** would be implemented, as required by the Originally Approved Project, requiring specific lighting design features.

The proposed project does not include the installation of rooftop solar panels, which the Originally Approved Project analyzed. Therefore, the proposed project would not result in potential impacts related to glare from the solar panels and would not be required to implement **MM-HAZ-6** from the Meridian West Campus-Lower Plateau EIR. As such, the proposed project would result in fewer impacts related to glare compared to the Originally Approved Project. No new or more severe impacts to sources of substantial light or glare would occur beyond those identified for the Originally Approved

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated the 2012 Settlement Agreement Mitigation Measure (**MM-AES-1**) which would be applicable to the proposed project. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-AES-1. Exterior Lighting

The following lighting requirements shall be incorporated into the Project design:

- All exterior on-site light fixtures shall be fully shielded with no light emitted above the horizon.
- Exterior on-site lighting shall not exceed .5 candle/foot at the property line confirmed through point-by-point photometric study.
- All exterior lighting shall be low-pressure sodium or high-pressure sodium. Metal Halide is prohibited.
- Maximum on-site lighting wattage is 750.
- Maximum height of on-site exterior lighting is 25 feet.
- Provided parking lot areas will include 40% tree coverage (approximately 1 tree for every 14 stalls) for office uses and 30% tree coverage (approximately 1 tree for every 20 stalls) for industrial or business park uses within 10 to 15 years of construction. Project will use trees that mature over a longer timeframe with lower low water demand. Shade requirements will exclude truck courts and drive isles.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
II.	AGRICULTURE AND FOREST RESOURCES -- In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. -- Would the project:				
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☒	☐
d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☒	☐
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As outlined in the Originally Approved Project EIR, the West Campus-Lower Plateau site is designated "Farmland of Local Importance," which according to Public Resources Code Section 21060.1 is not considered agricultural lands, and "Other Land", which includes land uses such as low density rural developments, brush, timber, wetland, and riparian areas not

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

suitable for livestock grazing, confined livestock, or poultry. There are no Williamson Act contracts on the West Campus-Lower Plateau site, nor forest land, timberland, or Timberland Production areas (as de defined in California Public Resources Code Sections 12220(g) and 4526, or California Government Code Section 51104(g). Therefore, agricultural resources was determined to be an effect found to be significant during preparation of the Initial Study/Notice of Preparation for the Originally Approved Project and was not analyzed further in the EIR.

Proposed Project Analysis

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Consistent with the Originally Approved Project, the project site is mapped as "Farmland of Local Importance" by the Farmland Mapping and Monitoring Program of the California Resources Agency. "Farmland of Local Importance" is not considered agricultural lands per the Public Resources Code Section 21060.1. However, the project site is zoned as Business Park – Mixed Use (BPX) Meridian Specific Plan March JPA Planning Area and is currently a mass-graded vacant site. As such, no new or more severe impacts related to conversion of farmlands to non-agricultural uses would occur than identified for the Originally Approved Project. No further analysis is required.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Consistent with the Originally Approved Project, the project site is not zoned for agricultural uses or within a designated Williamson Act contract. As such, no conflict would occur, and no further analysis is required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

Consistent with the Originally Approved Project, the project site does not contain forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or land zoned for Timberland Production (as defined by Government Code section 51104(g)). Therefore, no conflict would occur, and no further analysis is required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

As discussed above, the project site is not zoned for, nor contains, forest land. Therefore, the proposed project would result in no new or different forest land impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

As discussed above, neither the project site nor surrounding land uses are located in an area designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, and nor is the site utilized for agricultural purposes. As such, new or different farmland impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

No mitigation measures were identified in the Previously Approved Project EIR and no new mitigation is proposed.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
III.	AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d)	Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As outlined in the Originally Approved Project EIR, the original project was determined to result in significant and unavoidable impacts associated with inconsistency with the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plans (AQMPs) based on the SCAQMD consistency criteria. Construction of the West Campus-Lower Plateau project would potentially result in impacts related to nitrogen oxides (NO_x) and volatile organic compounds (VOC) emissions. Mitigation measures **MM-AQ-1** through **MM-AQ-3** would reduce construction-related impacts to less than significant levels. The implementation of **MM-AQ-4** through **MM-AQ-8** would reduce operational impacts related to NO_x and VOC emissions but would not to a level of less than significant, therefore impacts associated with a conflict with the AQMD and violation of air quality standards would be significant and unavoidable. The West Campus-Lower Plateau project would result in more jobs than reported in the 2016 TRP/SCS which would result in a conflict and a significant and unavoidable impact due to conflict with an application plan. Additionally, the West Campus-Lower Plateau project would contribute to the South Coast Air Basin's (SCAB's) ozone (O_3) nonattainment designation, and impacts would be significant and unavoidable. Impacts associated with air pollutant concentrations of nitrogen dioxide (NO_2), carbon monoxide (CO), sulfur dioxide (SO_2), particulate matter (PM) PM_{10}, and $PM_{2.5}$ would be less than significant. The Originally Approved Project was determined to have a less than significant impact related to the exposure of sensitive receptors and the emission of other emissions such as odors.

Proposed Project Analysis

a) Conflict with or obstruct implementation of the applicable air quality plan?

The *West Campus Lower Plateau Building 4 Air Quality & Greenhouse Gas Assessment* (Attachment A) was prepared to determine if the proposed project would result in new or substantially different air quality or energy impacts than those considered for the Originally Approved Project. As described in Attachment A, the proposed project site is located within the SCAB in which many state and federal air quality standards are exceeded. The SCAQMD has adopted a series of AQMPs to meet the state and federal ambient air quality standards. The *Final 2016 AQMP* is the most recent applicable air quality plan for the proposed project site. Based on Attachment A, the proposed project does not conflict with or obstruct the AQMP because it would not exceed any applicable regional or local thresholds and would not result in or cause federal and/or state ambient air quality standards (NAAQS/CAAQS) violations. Therefore, the proposed project would result in no new or different air quality impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The CAAQS designate the proposed project site as nonattainment for O_3, PM_{10}, and $PM_{2.5}$ while the NAAQS designates the proposed project site as nonattainment for O_3 and $PM_{2.5}$. SCAQMD guidance recommends project-specific significance thresholds are considered to be cumulatively considerable; thus, the proposed project was evaluated for project-specific emissions. As addressed above, the proposed project would not exceed applicable emissions thresholds during construction or project operation. Therefore, the proposed project would result in no new or different air quality impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

c) Exposure sensitive receptors to substantial pollutant concentrations?

As part of Attachment A, a Localized Significance Thresholds (LSTs) analysis was conducted for potential impacts to sensitive receptors consistent with the SCAQMD's *Final Localized Significance Threshold Methodology*. The analysis determined project construction and operation would not exceed the numerical thresholds of significance for any criterial pollutant at a sensitive receptor. Furthermore, the proposed project would not result in traffic that would create or result in a CO "hotspot", or adverse CO concentrations from vehicle emissions. Therefore, the proposed project would result in no new or different air quality impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

d) Result in other emissions (such as those resulting in odors effecting a substantial number of people)?

The proposed project does not include any land uses typically associated with emitting objectionable odors. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) associated with the proposed project's (long-term operational) uses. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. It is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the solid waste regulations. The proposed project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, the proposed project would result in no new or different air quality impacts would occur than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-AQ-1**, through **MM-AQ-8** to reduce potential impacts to air quality, which would be applicable to the proposed project, though the significant and unavoidable impact would remain. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-AQ-1. Construction Equipment Emissions Standards

During Project construction, the construction contractor shall certify in writing, with oversight by March JPA, that all off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, the Tier 3 emission standards for non-road diesel engines promulgated by the United States Environmental Protection Agency (USEPA). In addition, the construction contractor shall certify in writing that 50% of construction equipment is Tier 4 construction equipment, based on number of pieces of construction equipment, to the greatest extent feasible.

MM-AQ-2. Low-VOC Architectural Coatings

The Project shall be required to utilize Super-Compliant VOC interior and paints during construction and long-term operations, which are defined by SCAQMD as meeting the "super-compliant" VOC standard of 10 grams per liter (g/L), during construction and long-term operations.

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

MM-AQ-3. Construction Relations Officer

The Project will provide a construction relations officer to act as a community liaison to oversee on-site construction activity and all emissions and congestion related matters. A phone number and email contact information for the construction relations officer shall be posted on signage at construction site entrance points.

MM-AQ-4. Improved Energy Efficiency and Water Reduction

The Project applicant shall incorporate the following measures into the Project design:

- The Project will be constructed to 2016 Title 24 standards for building efficiency and to designing buildings with converter so solar is feasible but not required for current and future tenants.
- Pursuant to review and approval by the Air Force prior to the issuance of building permits, the Project will install solar photovoltaic panels on up to 20% of the 1,000,000-square-foot and 845,000-square-foot warehouse building.
- The Project will install Energy Star certified light bulb and lighting fixtures.
- The Project will install duct insulation to a minimum level of R-6 and enhanced window insulation as required by 2016 Title 24 and consistent with the Riverside County Climate Action Plan criteria.
- Consistent with the Riverside County Climate Action Plan criteria, the Project will include the following design elements: Construction of cool roof defined as CRRC Rated 0.15 aged solar reflectance and 0.75 thermal emittance; Use of HVAC equipment with a SEER of 14 or higher; Installation of water heaters with an energy factor of .92 or higher; All rooms will have some form of daylighting (e.g., skylights or windows); At least 50% of artificial lighting unit fixtures will be high efficacy; Waterless urinals and high efficiency toilets will be used throughout the Project; and water efficient faucets will be used throughout the Project.
- The Project will provide electrical outlets at building exterior areas.
- The Project landscape non-potable water system will meet "purple" pipe standards.
- The Project will exceed the Riverside County Climate Action Plan requirement for water efficient landscaping by having no turf and only drought tolerant plants and introducing additional water efficient irrigation controls such as smart irrigation controllers.
- The Project will provide circuitry and capacity for installation of electric vehicle charging stations consistent with the Riverside County Climate Action Plan criteria. The project will add one charging station and electric vehicle (EV) parking spaces to the parking lots as follows: Lot 1: 1 charging station and 4 EV parking spaces, Lot 2: 3 charging stations and 5 EV parking spaces, Lot 3: 2 charging stations and 3 EV parking spaces, Lot 4: 1 charging station and 2 EV parking spaces; and Lot 5: 1 charging station and 2 EV parking spaces.
- The Project will install electric vehicle charging stations sufficient to service 18 off-site parking spaces.

MM-AQ-5. Commute Trip Reduction

The Project applicant shall incorporate the following measures to encourage alternative modes of transportation and reduce commute trips:

- Five percent (5%) of vehicle/employee parking spaces shall be reserved for preferential spaces for carpools and van pools.
- Tenants with more than 10,000 square feet of office space shall provide video conferencing facilities. Tenants

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

below 10,000 square feet of office space may pursue video conferencing, as feasible.

- The Project will provide plentiful short- and long- term bicycle parking facilities to meet peak season maximum demand (one bike rack space per 20 vehicle/employee parking spaces).

- The Project will provide "end-of-trip" facilities including showers, lockers, and changing space (four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).

- Each tenant will provide on-site food vending machines or refrigerator, microwave oven and mail facilities (i.e., drop box) at the Project site. Each tenant with over 5,000 square feet of office space shall provide an onsite computer, internet connection, and other services for personal employee use. Projects will consider the provision of an ATM machine as feasible.

MM-AQ-6. Haul Truck Requirements

To minimize on-road mobile source criteria air pollutant emissions, March Joint Powers Authority (JPA) shall require the following measures for the Project:

- For any warehouse use, the loading docks shall be designed to accommodate SmartWay trucks. The March JPA will require evidence of compliance prior to issuance of a certificate of occupancy for any warehouse use.

- The future use of the two large buildings shall be consistent with a high cube warehouse, warehouse, or warehouse with light assembly, as analyzed in the EIR. If uses with higher daily truck volumes are anticipated to visit the site, the March JPA will re-evaluate the project through supplemental CEQA review prior to allowing the higher activity level.

MM-AQ-7. Building-Tenant-Specific Air Quality Analysis

Prior to issuance of a Certificate of Occupancy for each building, the Developer shall submit sufficient air quality technical information for the use allowed by the Certificate of Occupancy to the March JPA which will review the information and confirm that the use allowed in the Certificate of Occupancy complies with the air quality analysis identified in Draft EIR Table 4.2-8.

MM-AQ-8. Yard Goat Requirements

The Project will utilize electric or natural gas-powered yard goats.

IV. BIOLOGICAL RESOURCES -- Would the project:

a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project EIR analyzed impacts to biological resources based on information presented in the biological technical report *West Campus-Lower Plateau Project Biological Technical Report* prepared by Rocks Biological Consulting for the Meridian West Campus-Lower Plateau Project EIR. The paniculate tarplant was the only special-status plant species observed on-site during the focused summer rare plant survey conducted as part of the biological technical report. In accordance with the Settlement Agreement (S.D. Cal. No. 09-cv-1854-JAH-POR), 664 acres of land was or will be placed into a conservation easement and managed for wildlife habitat value for federally listed species, and paniculate tarplant would also benefit from this conservation. Impacts to the special-status plant species were determined to be less than significant with no additional mitigation required.

Least Bell's Vireo, Stephen's kangaroo rat, burrowing owl were identified as special-status species with potential to occur on the West Campus-Lower Plateau site. Direct impacts to these species were determined to not represent significant adverse impacts, but indirect impacts were identified as potentially significant. With implementation of **MM-BIO-1**, **MM-BIO-2**, **MM-BIO-4**, and **MM-BIO-5**, potentially significant impacts were reduced to less than significant levels. The West Campus-Lower Plateau site contains potential habitat for five non-listed special-status bird species: California horned lark, Cooper's hawk, Lawrence's goldfinch, Vaux's swift, and yellow warbler. With the implementation of **MM-BIO-1**, **MM-BIO-3**, and **MM-BIO-6** potential impacts to non-listed special-status bird species on-site would be less than significant. Vernal pool fairy shrimp, Riverside fairy shrimp, coastal California gnatcatcher, southwestern willow flycatcher, orange-throated whiptail, western spadefoot, San Diego black -tailed jackrabbit, and northwestern San Diego pocket mouse had potential to occur on the project site; however, the Settlement Agreement would place 664 acres of land into a conservation easement and managed for wildlife habitat value for federally listed species, and these special-status species would also benefit from this conservation. Therefore, impacts were determined to be less than significant. Indirect impacts to non-listed special-status wildlife species would be significant, absent mitigation; however,

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

with the implementation of **MM-BIO-4** and **MM-BIO-6** the potential impact would be less than significant.

The Originally Approved Project does not contain identified habitat linkages or Core habitat per the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). In addition, the 664-acre conservation easement per the Settlement Agreement would provide habitat and wildlife movement functions for the project site. The Originally Approved Project would permanently impact approximately 0.04 acre of California Department of Fish and Wildlife (CDFW) jurisdictional streambed and 5.21 acres of sensitive riparian vegetation on-site and therefore result in potential significant impacts. Implementation of **MM-BIO-1**, **MM-BIO-3** and **MM-BIO-6** was determined to reduce potential impacts to less than significant. No Army Corps of Engineers (ACOE) jurisdictional wetlands were mapped within the project site, and 0.13 acre of non-wetland waters under the jurisdiction of ACOE would be permanently impacted. Implementation of **MM-BIO-6** would result in less than significant impacts to jurisdictional resources.

Proposed Project Analysis

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

The project site is located in the northern portion of the study area analyzed in the Originally Approved Project. Dudek biologist Kim Narel assessed the habitat conditions of the project site on August 25, 2022, between 11:30 a.m. and 12:30 pm. Weather conditions during the site visit ranged between 89° F and 90°F, with winds from 6 to 8 miles per hour and 5% to 10% cloud cover. Under existing conditions, the project site is a vacant, disturbed mass-graded lot with ornamental vegetation lining the southern, eastern, and western boundaries. The majority of the vegetation on the project site is characterized as non-native grassland dominated by ruderal forbs and grasses, specifically red and ripgut bromes (*Bromus rubens, B. diandrus*) and scattered common fiddleneck (*Amsinckia intermedia ssp. menziesii*). Shortpod mustard (*Hirschfeldia incana*) and southern Russian thistle (*Salsola tragus)* occur in the center of the project site in the shrub layer of the non-native grassland vegetation community. Scattered patches of native California buckwheat (*Eriogonum fasciculatum*) and paniculate tarplant (*Deinandra paniculata,* California Rare Plant Rank 4.2) were observed on the northeastern portion of the project site. The project site is moderately disturbed by vehicle use, dirt roads, refuse, and recent tilling or discing. While soils on the project site are mostly compacted and graded, portions of the eastern and southern boundaries exhibit loose sandy soils from tilling or discing. Small animal burrows were observed throughout the disced/tilled areas; however, most were inactive burrows, as evinced by webbing, detritus, or infilled. As such, the project site has the potential to support nesting birds and burrowing owl (*Athene cunicularia*).

The Originally Approved Project identified one special-status plant species and 12 special status wildlife species with the potential to occur on the Originally Approved Project site. The proposed project would be consistent with mitigation measure **MM-BIO-2** established as part of the Originally Approved Project to determine absence/presence of burrowing owl prior to the initiation of construction activities, as well as **MM-BIO-3** to determine absence/presence of nesting birds prior to initiation of construction activities. In addition, **MM-BIO-4** of the Originally Approved Project would be applicable to the proposed project, which requires monitoring and best management practices be implemented prior to and during construction activities. With the implementation of mitigation, no new or more severe impacts related to special-status species would occur beyond those identified for the Originally Approved Project. No further analysis is required.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

The project site is a moderately disturbed vacant lot consisting of non-native grassland with minimal, scattered native shrubs. The project site has been previously graded and contains compacted soils. No riparian habitat or other sensitive natural community is present on the project site. Therefore, construction and operation of the proposed project would not result in impacts to riparian habitat or other sensitive natural community beyond what was addressed in the Originally Approved Project EIR. As such, no new or more severe impacts related to special-status species would occur beyond those identified for the Originally Approved Project. No further analysis is required.

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The project site is a vacant, moderately disturbed lot consisting of non-native grassland with graded and compacted soils. No state or federally protected wetlands exist on the project site. The Originally Approved Project identified approximately 0.04 acre of CDFW jurisdictional streambed and 5.21 acres of sensitive riparian vegetation on-site that could be permanently impacted from project development. No ACOE jurisdictional wetlands were mapped within the Originally Approved Project site, and 0.13 acre of non-wetland waters under the jurisdiction of ACOE would be permanently impacted by the Originally Approved Project. None of these mapped jurisdictional wetlands are within the proposed project analyzed for this Addendum. Therefore, no new or additional impacts to state or federally protected wetlands would occur than those identified for the Originally Approved Project. No further analysis is required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed project site does not contain identified habitat linkages or Core habitat per the Western Riverside MSHCP consistent with the Originally Approved Project. In addition, the 664-acre conservation easement per the Settlement Agreement would provide habitat and wildlife movement functions for the project site. Therefore, no new or more severe impacts to wildlife corridors or wildlife nursery sites would occur than those identified for the Originally Approved Project. No further analysis is required.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No native oaks occur within the project site; therefore, the proposed project would not conflict with the Riverside County Oak Tree Management Guidelines, consistent with the Originally Approved Project. Therefore, no new or more severe impacts related to conflict with local policies or ordinances would occur than those identified for the Originally Approved Project. No further analysis is required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The proposed project site is located within the boundaries of the Western Riverside County MSHCP; however, the March JPA is not a permittee to the MSHCP and thus is not required to comply with Reserve Assembly goals or other requirements of the MSHCP. The project site is located on a former March JPA Air Force Base Stephen's kangaroo rat (SKR) Management Area which was originally considered Public/Quasi-Public lands within the MSHCP. The acquisition and conservation of the Potrero Preserve in exchange for the March Air Force Base SKR Management Area allowed for proposed development areas within the former SKR Management Area, including the project site, to be released for development. As such, the project site was no longer recognized as Public/Quasi-Public lands within the MSHCP. As part of the 2012 Settlement Agreement, SKR restrictions were removed from the West Campus development area, and 649 acres of former March SKR Management Area lands were conserved. Potential impacts to SKR are considered adequately mitigated under the previous agency consultation. In addition, implementation of **MM-BIO-2**, consistent with the Originally Approved Project, would require pre-construction burrowing owl surveys and the preparation of Burrowing Owls Relocation Plan as necessary, would ensure consistency with the MSHCP. Thus, the proposed project would not conflict with provisions of the MSHCP. Therefore, no new or more severe impacts related to conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan would occur than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-BIO-1** through **MM-BIO-6** to reduce potential impacts to biological resources, which would be applicable to the proposed project. No new mitigation or revisions to existing mitigation from

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

the Originally Approved Project would be required as a result of the proposed project.

MM-BIO-1 Occupied Least Bell's Vireo Habitat

The applicant shall consult with the U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), and California Department of Fish and Wildlife (CDFW) to obtain permits and/or clearances for the impacts to jurisdictional features, which are also known to be occupied by least Bell's vireo. As part of that consultation, the USFWS and CDFW shall make a determination as to the effects of the Project on least Bell's vireo and the extent to which such effects are considered addressed and offset by previous consultations and agreements. Any effects on the species not previously addressed and offset by the previous consultations and agreements would require USFWS and CDFW approval (e.g., incidental take permits) pursuant to the federal and California Endangered Species Acts. At a minimum, compensatory mitigation shall be at a mitigation ratio no less than 1:1 for temporary impacts to occupied habitat and no less than 3:1 for permanent impacts to occupied habitat. All additional measures and conditions contained within any regulatory agency permits and/or clearances (e.g., ACOE Section 404 Permit, CDFW Lake or Streambed Alteration Agreement, and/or incidental take permit) shall also be implemented. Mitigation options include on-site mitigation, off-site mitigation, in-lieu fee program payment, mitigation bank credit purchase, or a combination of these options, to replace the lost least Bell's vireo occupied habitat at the specified minimum mitigation ratios. Suitable least Bell's vireo habitat conserved pursuant to the Settlement Agreement may be counted toward mitigation for least Bell's vireo habitat lost due to Project implementation contingent upon regulatory agency approval. Avoidance and minimization measures shall be implemented in accordance with provisions of any acquired permits for this species.

Avoidance and minimization measures shall be implemented in accordance with regulatory agency permits and clearances but shall include, at a minimum:

1. Environmental awareness training for all construction personnel to educate personnel about least Bell's vireo, protective status avoidance measures to be implemented by all personnel, including the avoidance of nesting bird season to the greatest extent feasible and minimization of vegetation impacts within suitable riparian habitat;
2. Removal of suitable riparian vegetation outside of the least Bell's vireo breeding season (March 1 through August 15);
3. Demarcation of the extent of construction limits with temporary construction fencing to be maintained until construction is complete;
4. Establishment of environmentally sensitive areas around avoidable least Bell's vireo nest locations (500-foot avoidance buffer or as approved by USFWS and CDFW) by a qualified biologist prior to the start of any ground- or vegetation-disturbing activities, which shall be maintained and avoided during construction activities and until the nest is determined to no longer be active by a biologist;
5. Presence of a qualified biological monitor during initial grading activities, adjacent to environmentally sensitive areas, and as needed to document compliance with the conditions of the incidental take permit, the biological monitor shall have the authority to stop work as needed to avoid direct impacts to least Bell's vireo;
    a. Should an active least Bell's vireo nest be observed during construction activities, activities shall cease until the nest is determined to no longer be active or incidental take authorization has been acquired.
    b. Monitoring reports and a post-construction monitoring report shall be prepared to document compliance with MM-BIO-1.

Construction noise levels shall not exceed a 60 dBA Leq hourly average in riparian habitats occupied by least Bell's vireo unless authorized by the appropriate regulatory authorities (i.e., CDFW and USFWS). A noise level verification report shall be submitted to March JPA every 2 weeks during the duration the site grading and of construction phases.

MM-BIO-2 Burrowing Owl Habitat

Prior to the initiation of construction activities, a qualified biologist shall conduct preconstruction surveys for burrowing owl to determine presence/absence of the species. The survey shall be conducted in accordance with the most current California Department of Fish and Wildlife (CDFW) protocol within 30 days of site disturbance to determine whether the burrowing owl is present at the site. Preconstruction surveys shall include suitable burrowing owl habitat within the project footprint and within 500 feet of the project footprint (or within an appropriate buffer as required in the most recent guidelines and where legal access to conduct the survey exists). If burrowing owls are not detected during the clearance

survey, no additional mitigation is required.

If burrowing owl is located, occupied burrowing owl burrows shall not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by CDFW verifies through non-invasive methods that either the birds have not begun egg-laying and incubation or that juveniles from the occurred burrows are foraging independently and capable of independent survival. A 500-foot non-disturbance buffer (where no work activities may be conducted) shall be maintained between Project activities and nesting burrowing owls during the nesting season, unless otherwise authorized by CDFW.

If burrowing owl is detected during the non-breeding season (September 1 through January 31) or confirmed to not be nesting, a 160-foot buffer non-disturbance buffer shall be maintained between the Project activities and occupied burrow. Alternatively, a Burrowing Owl Relocation and Mitigation Plan may be prepared and submitted for approval by CDFW. Once approved, the Plan shall be implemented to relocate non-breeding burrowing owls from the Project site. The Plan shall detail methods and guidance for passive relocation of burrowing owls from the Project site, provide monitoring and management of the replacement burrow sites, reporting requirements, and ensure that a minimum of two suitable, unoccupied burrows are available off-site for every burrowing owl or pair of burrowing owls to be passively relocated. Compensatory mitigation of habitat would be required if occupied burrows or territories occur within the permanent impact footprint. Ratios typically include a minimum of 19.5 acres per nesting burrow lost; however, habitat compensation will be approved by CDFW and detailed in the Burrowing Owl Relocation and Mitigation Plan. Suitable burrowing owl habitat conserved pursuant to the Settlement Agreement may be counted toward mitigation for impacts to burrowing owl habitat and would be based upon regulatory agency approval.

Construction work may proceed after owls have been excluded from the site following accepted protocol and approval of CDFW, and as approved by March JPA. Results of the surveys and relocation efforts shall be provided to CDFW.

MM-BIO-3. Suitable Habitat for Nesting Birds

The Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F. R. Section 10.13) and similar provisions under the CDFG Code (Sections 3503, 3503.5, and 3513) prohibit the "Take" of any native bird. March JPA shall ensure that vegetation clearing on the Project site would be conducted outside of the nesting season (February 1 through September 15). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within three days prior to any disturbance of the site, including disking, demolition activities, and grading. If active nests of native species are identified, the biologist shall establish suitable buffers around the nests, and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Typically, established buffers are greater for raptors than songbirds and depend on the species, the nesting stage, and type of construction activity proposed. The buffer should be no less than 300 feet for raptors and no less than 150 feet for songbirds, unless specifically determined by a qualified biologist familiar with the nesting phenology of the nesting species. In some cases, the buffer may need to be larger. There are no specific protocols for nesting bird surveys or for buffers once nests are found. The key is to ensure that no direct mortality of a native bird, which when nesting includes eggs and young. Implementation of this measure would ensure the Project is not in violation of the MBTA and California Fish and Game Code. However, if USFWS and/or CDFW require a different survey approach, it would supersede that presented here.

MM-BIO-4. Site Monitoring

To prevent inadvertent disturbance to areas outside the limits of the proposed Project activities, following monitoring requirements and BMPs shall be implemented. A biologist shall be contracted to perform regular random checks (at minimum twice a month) to ensure implementation within the following monitoring requirements and BMPs. Monitoring reports and a post-construction monitoring report will be prepared to document compliance with MM-BIO-4

1. To prevent inadvertent disturbance to areas outside the limits of work, the construction limits shall be clearly demarcated (e.g., installation of flagging or temporary visibility construction fence) prior to ground disturbance activities and all construction activities, including equipment staging and maintenance shall be conducted within the marked disturbance limits.
2. Biologist will flush special-status species (i.e., avian or other mobile species) from suitable habitat areas immediately prior to initial vegetation removal activities. Birds shall only be flushed outside of the nesting season (general nesting season is February 1 through September 15) or if a qualified biologist has confirmed the bird is not nesting.
3. Construction vehicles shall not exceed 15 miles per hour on unpaved roads adjacent to project site or the right-of-way accessing the site.

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

4. If trash and debris need to be stored overnight during the maintenance activities, fully covered trash receptacles that are animal-proof and weather-proof will be used by the maintenance contractor to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Alternatively, standard trash receptacles may be used during the day, but must be removed each night.
5. Cut vegetation must be hauled out of the channel and stored, if necessary, where it cannot be washed by rainfall or runoff into the channel. When maintenance activities are completed, any excess materials or debris will be removed from the project site.
6. Temporary structures and storage of construction materials will not be located in jurisdictional waters, including wetlands and riparian areas.
7. Staging/storage areas for construction equipment and materials will not be located in jurisdictional waters, including wetland and riparian areas.
8. Pets on or adjacent to construction sites will not be permitted by the operator.

As per the Landscaping Guidelines of the Resource Management Element of the General Plan (1999), drought tolerant vegetation and native vegetation will be used to the extent feasible, consistent with March JPA Landscape Water Efficiency Ordinance #JPA 16-03, with the purpose of preserving existing mature trees and native vegetation. Landscape plans shall be reviewed by a qualified botanist to recommend appropriate provisions to minimize the spread of invasive plant species as defined by the County of Riverside, and listed by the California Invasive Plant Council (www.cal-ipc.org) and California Native Plant Society (www.cnps.org) within the project area. Provisions may include: a) installation of container plants and/or hydro-seeding areas adjacent to existing, undisturbed native vegetation areas with native plant species common within temporary impact areas; and (b) review and screening of proposed plants to identify and avoid potential invasive species and weed removal during the initial planting of landscaped areas.

MM-BIO-5. Stephen's Kangaroo Rat Impact Fee

Prior to issuance of a grading permit, the Project Applicant shall provide the Riverside County Habitat Conservation Agency (RCHCA) with the Stephen's Kangaroo Rat impact fee for the 130-acre Project site.

MM-BIO-6. Jurisdictional Features

In order to mitigate the impacts related to the jurisdictional features on the Project site being impacted by the Project which is under the jurisdiction of the USACE, CDFW, and RWQCB, the Project applicant shall implement the mitigation required by the regulatory agencies. March JPA shall require proof that the applicable 404, 401, and 1600 permits and/or clearances have been obtained or verification that they are not required shall be obtained prior to any disturbance of the jurisdictional features on-site. At a minimum, temporary impacts to jurisdictional features shall be compensated at a 1:1 mitigation ratio and permanent impacts shall be mitigated at a 3:1 mitigation ratio. All additional measures and conditions contained within the regulatory agency permits and/or clearances shall also be implemented. Mitigation options include on-site mitigation, offsite mitigation, in-lieu fee program payment, mitigation bank credit purchase, or a combination of these option, to replace the impacted jurisdictional features at the specified minimum mitigation ratios. Avoided jurisdictional waters shall be fenced or flagged for avoidance. Best Management Practices (BMPs) shall be implemented to avoid indirect impacts to jurisdictional waters, including the following:

1. A biologist will conduct daily site visits during the removal of riparian vegetation.
2. Vehicles and equipment will not be operated in ponded or flowing water except as described in permits.
3. Water containing mud, silt, or other pollutants from grading or other activities will not be allowed to enter jurisdictional waters or be placed in locations that may be subjected to high storm flows.
4. Spoil sites will not be located within 30 feet from the boundaries of jurisdictional waters or in locations that may be subject to high storm flows, where spoils might be washed back into drainages.
5. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil, or other petroleum products, or any other substances that could be hazardous to vegetation or wildlife resources, resulting from Project-related activities, will be prevented from contaminating the soil and/or entering avoided jurisdictional waters.

No equipment maintenance will be performed within 100-feet of jurisdictional waters, including wetlands and riparian areas, where petroleum products or other pollutants from the equipment may enter these areas. Fueling of equipment will not occur

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
on the Project site.					
V.	CULTURAL RESOURCES -- Would the project:				
a)	Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☒	☐
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☒	☐
c)	Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As described in the Originally Approved Project EIR, the Originally Approved Project area has been heavily disturbed and does not contain any historic built environment resources. Six archaeological sites and one isolate were identified on the West Campus-Lower Plateau site, but none of the archaeological sites were considered eligible for listing in the California Register of Historical Resources (CRHR), are not considered historical resources as defined in Section 15064.5 of the CEQA Guidelines and are not considered unique archaeological resources as defined in California PRC 21083.2(g). It was determined the potential exists for unknown archaeological resources to be unearthed during earth-moving activities associated with construction of the project. In the unexpected event that grading and excavation activities unearth intact archaeological materials, a potentially significant impact could result, and as such, mitigation measures would be required (**MM-CUL-1** through **MM-CUL-4**). With the implementation of these mitigation measures potential impacts would be less than significant. Similarly, no known human remains exist on the West Campus-Lower Plateau site; however, the potential exists for the discovery of human remains during construction activity that include earth moving. With the implementation of **MM-CUL-6,** potential impact to human remains would be less than significant.

Proposed Project Analysis

a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?

The proposed project site is vacant and previously mass-graded; no historic resources are present on the site. The development of the proposed project would not result in impacts to historic resources, consistent with the Originally Approved Project. Therefore, there would be no new or more severe impacts related to historic resources beyond what was identified for the Originally Approved Project. No further analysis is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

The proposed project site is vacant and previously mass-graded; no archaeological sites considered unique archaeological resources as defined in California PRC 21083.2(g) have been identified on the site, consistent with the Originally Approved Project. The potential exists for unknown archaeological resources to be unearthed during minor earthwork activities associated with construction of the proposed project. In the unexpected event that earthwork activities unearth intact archaeological materials, a potentially significant impact could result, and as such, mitigation measures would be required (**MM-CUL-1** through **MM-CUL-4**). With the implementation of these mitigation measures potential impacts would be less than significant. Therefore, there would be no new or more severe impacts related to archaeological resources than were identified for the Originally Approved Project. No further analysis is required.

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

c) Disturb any human remains, including those interred outside of dedicated cemeteries?

The proposed project site is vacant and previously mass-graded; no known human remains exist on the proposed project site. However, the potential exists for the discovery of human remains during construction activity that include earth moving. With the implementation of **MM-CUL-6,** potential impact to human remains would be less than significant. Therefore, there would be no new or more severe impacts related to human remains than were identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-CUL-1** through **MM-CUL-4** and **MM-CUL-6** to reduce potential impacts to cultural resources, which would be applicable to the proposed project. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-CUL-1. Contractor Specifications

Prior to issuance of any grading permit, March JPA shall confirm that the following note is included on Contractor Specifications: "Should any cultural/scientific resources be discovered during earth-moving activities, no further grading shall occur in the area of the discovery until the Planning Director is satisfied that adequate provisions are in place to evaluate and protect these resources." This condition and the approved provisions/recommendations as determined in the agreement and/or outlined in an Evaluation Plan, shall be incorporated on the cover sheet of the grading plan.

MM-CUL-2. Native American and Archaeological Monitoring

A Native American Monitor and Secretary of Interior Qualified Archaeologist shall be present during all earth-moving construction activities. At least 30 days prior to issuance of grading permits, separate agreements shall be developed with each monitoring Native American Tribes, addressing the roles of the Developer/Applicant, the Qualified Archaeologist, and the Tribes (Pechanga Band of Luiseño Indians, Soboba Band of Luiseño Indians and the Morongo Band of Mission Indians). The agreements will pertain to cultural resources and shall provide monitoring parameters inclusive of a schedule of monitoring activity whereby each Tribe will solely monitor ground disturbance for a two-week period, with a maximum of two monitors, with each Tribe then successively monitoring the site for the next two-week period based on the approved schedule. The disposition of Tribal Cultural Resources shall meet the requirements of CEQA, and shall be handled with the following disposition priorities:

- To the degree possible, Tribal Cultural Resources shall remain in place;
- Should it not be possible to leave Tribal Cultural Resources in place, relocation to the adjacent West March Conservation Easement shall be pursued;
- Should the Tribes, Secretary of Interior Qualified Archaeologist and developer not agree upon the disposition of Tribal Cultural Resources, to the degree possible, curation of resources shall occur in an appropriately accredited CFR Part 79 curation facility. The collections and associated records shall be transferred, including title, to the curation facility within Riverside County, to be accompanied by payment of the fees (as necessary) for permanent curation;
- March JPA shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts; and
- Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.
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To the degree possible, the developer shall attempt to relocate resource 33-005433, Feature 4, by moving it to the adjacent West March Conservation Easement.

In compliance with MM-CUL-6, discovery and treatment of human remains shall comply with State Health and Safety

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Code Section 7050.5 and Public Resources Code Section 5097.98. The executed agreements shall be provided to the March JPA Planning Director prior to issuance of a grading permit.

MM-CUL-3. Inadvertent Discovery of Archaeological Resources

In the event that archaeological resources are inadvertently unearthed during excavation and grading activities for the Project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. The Project cultural resources professionals, including the appropriate tribe(s) all three monitoring tribes, shall evaluate the significance of the find and determine the appropriate course of action. If avoidance of the resources is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed and shall take into account tribal preferences and sensitivity concerns. After the find has been appropriately avoided or mitigated and cleared by March JPA, the Project cultural resources professional and, if applicable, the Native American monitor, work in the area may resume. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological resources. If the Developer, the project archaeologist and the Native American Monitor cannot agree on the significance or the mitigation for such resources, these issues will be presented to the Planning Director for decision. The Planning Director shall make a determination based on the provisions of the California Environmental Quality Act with respect to archaeological and tribal cultural resources and shall take into account the religious beliefs, customs, and practices of the appropriate Native American tribes. Notwithstanding any other rights available under the law, the decision of the Planning Director shall be appealable to the decision making body at March JPA.

If potentially significant features or sites are discovered, an Evaluation Plan shall be developed by the Project archaeologist and the Luiseño Native American representative and shall contain, at a minimum, a research design and field methodology designed to address the criterion outlined in the CRHR. If a site is determined to be significant, data recovery excavations may be necessary unless the resource is avoided and preserved/protected in place. Evaluation and treatment shall be supervised by an individual or individuals that meet the Secretary of the Interior's Professional Qualification Standards.

MM-CUL-4. Archaeological Monitoring Report

A report, prepared by the Qualified Archaeologist, documenting monitoring activities conducted by the Archaeologist and Native American Monitor shall be submitted to March JPA within 60 days of completion of grading or other Project-related activities with the potential to impact archaeological or tribal cultural resources. This report shall document the type of cultural resources recovered and the disposition of such resources. If no cultural resources are identified during the monitoring activities, a letter report will be completed within 30 days of the completion of grading. It will document the type of monitoring activities conducted, report any problems or issues that occurred and state clearly that no resources were identified. All reports produced will be submitted to March JPA, the Eastern Information Center, and the appropriate tribe(s).

MM-CUL-6. Inadvertent Discovery of Human Remains

In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the Riverside County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within 2 working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are, or are believed to be, Native American, he or she shall notify the NAHC within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendant from the deceased Native American. The most likely descendant shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
VI.	ENERGY. Would the project:				
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As outlined in the Originally Approved Project EIR, the Originally Approved Project would result in the increase in demand for electricity and natural gas at the West Campus-Lower Plateau site, and consumption of gasoline in the region during construction and operation. However, with compliance with statewide mandatory energy requirements and the California Building Code the West Campus-Lower Plateau project would not result in wasteful or inefficient consumption of energy resources. The West Campus-Lower Plateau project would be consistent with Title 24 of the California Code of Regulations; therefore, the West Campus-Lower Plateau project would not conflict with existing energy standards and regulations. Impacts would be less than significant.

Proposed Project Analysis

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The development of a 66,000-square-foot mixed-use site that would be submitted under a separate Plot Plan was analyzed at the proposed project site as part of the Originally Approved Project. The proposed project includes the development of an 80,074 square-foot warehouse on the proposed project site. While the potential sources of energy use of the Originally Approved Project would be slightly different to the proposed project, the proposed project would result in similar demand on energy resources. Construction of the proposed project would require minimal electric power for the use of hand tools and the use of petroleum for construction vehicles, gas- and diesel-powered equipment, and construction worker personal vehicles. Energy demands related to construction are anticipated to be minor and temporary. During operation, the proposed project would use electric power for heating/cooling of the warehouse building, appliances, and lighting. Natural gas would be used for building heating and cooling. The electric and natural gas consumption calculated for the Originally Approved Project assumed a 66,000 square-foot development on the project site, while the proposed project assumes a larger 80,074 square-foot warehouse building. However, the Originally Approved Project was calculated conservatively with the use of Title 24 standards for 2013, while the proposed project would be subject to the more stringent 2019 standards. Given the similar electric and natural gas uses proposed as part of the proposed project, and the minor differences in the size and general use of the proposed project and Originally Approved Project, the proposed project would not result in more substantial use of electricity or natural gas resources. Additionally, the proposed project would be consistent with the requirements of statewide mandatory energy requirements and the California Building Code to reduce energy consumption. Therefore, the proposed project would not result in new or more severe impacts associated with inefficient or wasteful electricity or natural gas consumption compared to those identified for the Originally Approved Project. No further analysis is required.

Petroleum consumption would occur related to gas and diesel consumed by employee automobile and tractor trailer trucks visiting the project site. Based on the Air Quality and GHG Emissions Memo (Attachment A), the GHG emissions from mobile sources (which would include gas and diesel vehicles) would be below the mobile source emissions estimated for the Originally Approved Project. Therefore, the proposed project would not result in new or more severe impacts associated with inefficient or wasteful petroleum consumption compared to those identified for the Originally Approved Project. No further analysis is required.

		New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				

The proposed project would result in the development of an 80,000 square-foot warehouse facility. The proposed project would be consistent with Title 24 of the California Code of Regulations; therefore, the project would not conflict with existing energy standards and regulations. Therefore, the proposed project would not result in new or more severe impacts associated with conflict with or obstruction of a state or local plan for renewable energy or energy efficiency compared to those identified in the Originally Approved Project EIR. No further analysis is required.

Mitigation Measures

No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

VII.	GEOLOGY AND SOILS -- Would the project:				
a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:	☐	☐	☒	☐
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	ii) Strong seismic ground shaking?	☐	☐	☒	☐
	iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
	iv) Landslides?	☐	☐	☒	☐
b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐
f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

Based on the *Geotechnical Investigation, Proposed Meridian West Campus Industrial Development* (Geotechnical Investigation) prepared by Leighton Consulting, Inc. for the Meridian West Campus-Lower Plateau Project EIR, the Originally Approved Project was determined to result in potentially significant impacts associated with substantial adverse effects due to strong seismic ground shaking and subsidence. However, with the implementation of the recommendations from the Geotechnical Investigation (incorporated into the EIR as **MM-GEO-1** through **MM-GEO-15**) impacts would be reduced to less than significant. Impacts associated with risk of landside, liquefaction, lateral spreading, or collapse were considered less than significant. The on-site soils were anticipated to have a variable expansion potential, which could result in a risk to life or property due to expansive soil; however, implementation of **MM-GEO-6** through **MM-GEO-8** and **MM-GEO-14** from the recommendations from the Geotechnical Investigation would reduce the potential impacts to less than significant.

Proposed Project Analysis

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

There are no known active faults traversing on or near the proposed project site. The proposed project site is not located within an Alquist–Priolo Earthquake Fault Zone (DOC 2015). The closest known active or potentially active fault is the San Jacinto fault, located approximately 7.6 miles northeast of the proposed project site. The proposed project would not result in substantial effects due to rupture of a known earthquake fault, consistent with the Originally Approved Project. Therefore, there would be no new or more severe impacts related to the risk of loss, injury, or death involving rupture of a known earthquake fault compared to the those identified for the Originally Approved Project. No further analysis is required.

ii) Strong seismic ground shaking?

As discussed above in response to threshold a) i), the proposed project site is approximately 7.6 miles southwest of the nearest potentially active fault. A substantial seismic event could result in strong seismic ground shaking at the project site. The proposed project would comply with current CBC design standards, consistent with the Originally Approved Project. Additionally, the proposed project would implement **MM-GEO-1** through **MM-GEO-15** from the Originally Approved Project EIR to ensure project-specific measures would be implemented to reduce potential adverse effects. Therefore, no new or more severe impacts related to risk of loss, injury, or death involving strong seismic ground shaking would occur compared to those identified the Originally Approved Project. No further analysis is required.

iii) Seismic-related ground failure, including liquefaction?

The proposed project site was not identified as an area susceptible to liquefaction, nor is it mapped in a Landslide and Liquefaction Zone by the Department of California Geological Survey Regulatory Map. As such, impacts related to liquefaction would be less than significant, consistent with the Originally Approved Project. Therefore, no new or more

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

severe impacts related to risk of loss, injury, or death involving liquefaction would occur compared to those identified the Originally Approved Project. No further analysis is required.

iv) Landslides?

The proposed project site is generally level without significant slopes and is not identified as an area susceptible to landslides; nor is it mapped in a Landslide and Liquefaction Zone by the Department of California Geological Survey Regulatory Map. As such, impacts related to landslides would be less than significant, consistent with the Originally Approved Project. Therefore, no new or more severe impacts related to risk of loss, injury, or death involving landslides would occur compared to those identified in the Originally Approved Project EIR. No further analysis is required.

b) Result in substantial soil erosion or the loss of topsoil?

The proposed project site is vacant and mass graded. Construction of the proposed project would result in minor earthwork which has the potential to result in soil erosion or the loss of topsoil. The proposed project would be required to comply with the measures and BMPs of the stormwater pollution prevention plan (SWPPP) as required in compliance with the National Pollution Discharge and Elimination System (NPDES) program. Additionally, construction of the proposed project would be completed in compliance with **MM-HYD-1,** which would require the preparation of a project-specific water quality management plan (WQMP). The WQMP would include measures that precent adverse effects from erosion and siltation. As such, no new or more severe impacts related to substantial soil erosion or the loss of topsoil would occur compared to those identified for the Originally Approved Project. No further analysis is required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The proposed project is not located within an earthquake fault zone, liquefaction area, or in an area with steep slopes having the potential to result in landslides. The project site has the potential to have alluvium soils with a risk of subsidence located on-site. To reduce potential impacts associated with shrinkage, subsidence and collapse, **MM-GEO-2,** and **MM-GEO-5** through **MM-GEO-7** would be implemented during development of the proposed project. As such, no new or more severe impacts related to on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse would occur compared to those identified for the Originally Approved Project. No further analysis is required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?

Alluvium soils with a variable expansion potential are present on the proposed project site, which could result in risk to life or property. To reduce potential impacts associated with shrinkage, subsidence and collapse, **MM-GEO-2,** and **MM-GEO-5** through **MM-GEO-7** would be implemented during development of the proposed project. As such, no new or more severe impacts related to expansive soils would occur compared to those identified for the Originally Approved Project. No further analysis is required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?

The proposed project does not include the use of septic tanks or other alternative wastewater disposal systems, consistent with the Originally Approved Project. As such, impacts related to the incapability for project site soil to adequately support such systems would not occur. Therefore, no new or different impacts would occur than those previously identified for the Originally Approved Project. No further analysis is required.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The proposed project site is mass graded and does not contain recorded paleontological resources or unique geologic features. In addition, the subsurface deposits underlaying the proposed project site are considered unlikely to contain significant paleontological resources. However, intact paleontological resources may be present below the original layer

of younger deposits. The proposed project site is already graded, however, minor earthwork may occur during construction, which has the potential to disturb or destroy a unique paleontological resource if it is present on-site. To prevent significant impacts to paleontological resources, **MM-CUL-5** would be implemented, consistent with the Originally Approved Project EIR. As such, no new or more severe impacts to paleontological resources or unique geologic features would occur compared to those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-GEO-1** through **MM-GEO-15, MM-HYD-1** and **MM-CUL-5** to reduce potential impacts related to geology and soils, which would be applicable to the proposed project. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-GEO-1. Site Preparation

Prior to construction, the site shall be cleared of vegetation, trash and debris, which shall be disposed of off site. Any underground obstructions shall be removed as they are encountered. Resulting cavities shall be backfilled and compacted in accordance with CBC requirements. Efforts shall be made to locate existing utility lines and all utility lines shall be removed or rerouted if they interfere with the proposed construction, and the resulting cavities shall also be backfilled and compacted in accordance with CBC requirements.

MM-GEO-2. Over-excavation and Recompaction

During site preparation and excavation, on-site alluvial soils and artificial fill shall be over-excavated to bedrock and replaced as compacted fill in planned building areas. In addition, the soil and bedrock shall be over-excavated such that there is a minimum of 3 feet of compacted fill below the bottom of the proposed building foundations. The over-excavation and recompaction shall extend a minimum horizontal distance of 5 feet from perimeter edges of the proposed footings, or the depth of over-excavation, whichever is farther, where feasible. Artificial fill shall also be completely removed in areas planned for asphalt or concrete pavement, flatwork, and site walls, and areas to receive fill. These areas shall be underlain by a minimum of 18 inches of compacted fill (below proposed subgrade). Site walls taller than 7 feet and retaining walls taller than 4 feet shall be over-excavated per the recommendations for buildings.

Local conditions may require that deeper over-excavation be performed. Such areas shall be evaluated by a California licensed geotechnical engineer during grading in accordance with CBC requirements.

After completion of the over-excavation, and prior to fill placement, the exposed surfaces shall be scarified to a minimum depth of 6 inches, moisture conditioned to or slightly above optimum moisture content, and recompacted to a minimum 90 percent relative compaction, relative to the ASTM D 1557 laboratory maximum density.

MM-GEO-3. Fill Placement and Compaction

On-site native soil, bedrock and artificial fill may be used for compacted structural fill, provided they are free of debris, organic material and over-sized material (rock greater than 12 inches in largest dimension). Larger particles shall not be allowed to nest together; gravel-size particles and larger shall be mixed with sufficient soil so that the larger particles are generally completely surrounded by a soil matrix. Any soils to be placed as fill, whether on site or imported material, shall be reviewed and possibly tested, if deemed necessary, by a licensed geotechnical engineer.

All fill soil shall be placed in thin, loose lifts, moisture conditioned, as necessary, to at least optimum moisture content, and compacted to a minimum 90 percent relative compaction in accordance with CBC requirements. Relative compaction shall be determined in accordance with ASTM Test Method D1557. Aggregate base for pavement shall be compacted to a minimum of 95 percent relative compaction.

The upper 9 inches of industrial slab subgrade soil shall be compacted to a minimum of 95 percent relative compaction at approximately 2 percentage points above optimum (as measured by ASTM D 1557).

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

MM-GEO-4. Import and Export of Fill Soil

Import soil to be placed as fill shall be geotechnically accepted by a licensed geotechnical engineer in accordance with CBC requirements. At least three working days prior to proposed import to the site, the contractor shall provide the project's geotechnical engineer pertinent information of the proposed import soil, such as location of the soil, whether stockpiled or native in place, and pertinent geotechnical reports, if available. It is recommended that a California licensed geotechnical engineer visit the proposed import site to observe the soil conditions and obtain representative soil samples. Potential issues may include soil that is more expansive than on-site soil, soil that is too wet, soil that is too rocky or too dissimilar to on-site soils, oversize material, organics, debris, etc.

MM-GEO-5. Alluvium Soil Removal

During site excavation, complete removal of alluvium soils shall be conducted to mitigate for adverse total and differential settlement in accordance with CBC requirements.

MM-GEO-6. Shallow Foundation Construction

Shallow foundation construction shall adhere to the following measures to mitigate impacts associated with soils with high expansion potential:

1. Minimum Embedment and Width: Footings shall have a minimum embedment of 18 inches with a minimum width of 24 and 12 inches for isolated and continuous footings, respectively.
2. Allowable Bearing: An allowable bearing pressure of 2,000 pounds-per-square-foot (psf) may be used, based on the minimum embedment depth and width above. This allowable bearing value may be increased by 250 psf per foot increase in depth or width to a maximum allowable bearing pressure of 4,000 psf. If higher bearing pressures are required, this shall be reviewed on a case-by-case basis. These allowable bearing pressures are for total dead load and sustained live loads. Footing reinforcement shall be designed by the structural engineer.
3. Lateral Load Resistance: Soil resistance available to withstand lateral loads on a shallow foundation is a function of the frictional resistance along the base of the footing and the passive resistance that may develop as the face of the structure tends to move into the soil. The frictional resistance between the base of the foundation and the subgrade soil may be computed using a coefficient of friction of 0.30. The passive resistance may be computed using an allowable equivalent fluid pressure of 220 pounds per cubic foot (pcf), assuming there is constant contact between the footing and undisturbed soil. The coefficient of friction and passive resistance may be combined without further reduction.
4. Increase in Bearing and Friction: The allowable bearing pressure and coefficient of friction values may be increased by one-third when considering loads of short duration, such as those imposed by wind and seismic forces.
5. Settlement Estimates: The recommended allowable bearing capacity is generally based on a total allowable, post-construction settlement of 1 inch. Differential settlement due to static loading is estimated at ½ inch over a horizontal distance of 30 feet. Since settlement is a function of footing sustained load, size and contact bearing pressure, differential settlement can be expected between adjacent columns or walls where a large differential loading condition exists.

MM-GEO-7. Slabs-On-Grade

Concrete slabs-on-grade shall be designed by the structural engineer in accordance with the current CBC for a soil with a high expansion potential. Where conventional light floor loading conditions exist, the following minimum standards shall be used. More stringent requirements may be required by local agencies, the structural engineer, the architect, or the CBC. Laboratory testing shall be conducted at finish grade to evaluate the expansion index of near -surface subgrade soils. In addition, slabs-on-grade shall have the following minimum components:

1. Subgrade Moisture Conditioning: The subgrade soil shall be moisture conditioned to at least two percentage points above optimum moisture content to a minimum depth of 24 inches prior to placing the moisture vapor retarder,

steel or concrete.

2. Moisture Retarder: Because moisture vapor from the underlying soils will be transmitted through slabs-on-grade without preventive measures, slab underlayment for moisture vapor retarding shall be designed by qualified professionals (such as the structural engineer and/or architect) where control of moisture vapor transmissi on through slabs would occur (such as where moisture-sensitive floor coverings or equipment are planned). Slab underlayment shall include a moisture vapor retarder membrane (such as 15-mil), underlain by a capillary break consisting of 4 inches of clean ½-inch-minimum gravel, and provisions for protection of the vapor retarder during construction. The moisture barrier may be placed directly on subgrade provided gravel and other protruding objects that could puncture the moisture retarder are removed from the subgrade prior to placement. If a capillary break is not used under the vapor retarder, a more robust vapor retarder shall be use d, 15 mil Stego Wrap or approved equivalent. The structural engineer and/or architect shall specify pertinent slab and concrete design parameters, such as whether a sand blot ter layer shall be placed over the vapor retarder. Moisture retarders can reduce, but not eliminate moisture vapor rise from the underlying soils up through the slab. Moisture retarders shall be designed and constructed in accordance with applicable American Concrete Institute, Portland Cement Association, Post-Tensioning Institute, ASTM International, and California Building Code requirements and guidelines.
3. Concrete Thickness – Warehouse/Industrial Areas: Warehouse/industrial slabs-on-grade shall be designed by the structural engineer based on anticipated wheel, equipment, and storage loads. Slab design shall include concrete thickness and strength, joint spacing, joint dowels, and whether reinforcing will be used. According to the Project's geotechnical investigation, it was estimated that a preliminary slab design will be approximately 7 inches of concrete over compacted subgrade, unreinforced, with dowel baskets at construction and control joints. This concept is acceptable, provided the structural engineer considers the following parameters. Provided that the upper nine inches of slab subgrade soils are compacted to a minimum of 95 percent relative compaction at two percentage points above optimum (as measured by ASTM D 1557), an average subgrade spring constant (modulus of subgrade reaction, k) of 100 pounds-per-square-inch per-inch deflection (or pci) (with linear deflections up to ¾-inch and a nonlinear response for larger deflections) may be assumed for analysis of loading on slabs-on-grade. This value should not be used for estimation of actual settlements, but is intended to estimate shears, moments, and local distortions. An alternate check may be used by assuming an allowable bearing pressure of 110 0 psf (though the modulus of subgrade reaction method is the preferred method). If soils are allowed to dry out prior to placing concrete, the upper nine inches shall be scarified, moisture conditioned to two percentage points above optimum moisture content, and recompacted to a minimum of 95 percent relative compaction (based on ASTM D 1557) prior to placing steel or concrete.
4. Concrete Thickness – Office Areas: Slabs-on-grade for office space shall be at least 4 inches thick (this is referring to the actual minimum thickness, not the nominal thickness). Reinforcing steel shall be designed by the structural engineer, but as a minimum (for conventionally reinforced, 4-inchthick slabs) shall be No. 3 rebar placed at 18 inches on center, each direction, mid-depth in the slab. Crack control joints shall be provided at a maximum spacing of 15 feet on center for office areas. As an alternative, the slab for office areas may be designed similarly to the warehouse/industrial areas noted previously.

Final design shall be reviewed by a California licensed structural engineer to consider components in slab design and specifications.

Floor covering manufacturers shall be consulted for specific recommendations.

A qualified professional, such as the flooring subcontractor and/or structural engineer, shall be retained to evaluate the general and specific moisture vapor transmission paths and any impact on the proposed construction.

MM-GEO-8. Seismic Design Parameters

Prior to issuance of a grading permit seismic design shall be performed in accordance with the most recent edition of the CBC to reduce the effects of ground shaking produced by regional seismic events. The seismic design of the Project shall consider the following data for the seismic analysis of the site to address seismic ground shaking impacts on the Project

site:

2013 CBC Categorization/Coefficient	Design Value
Site Longitude (decimal degrees)	-117.2887
Site Latitude (decimal degrees)	33.9048
Site Class Definition (ASCE 7 Table 20.3-1)	C
Mapped Spectral Response Acceleration at 0.2s Period, S_s (Figure 1613.3.1(1))	1.500g
Mapped Spectral Response Acceleration at 1s Period, S_1 (Figure 1613.3.1(2))	0.600g
Short Period Site Coefficient at 0.2s Period, F_a (Table 1613.3.3(1))	1.0
Long Period Site Coefficient at 1s Period, F_v (Table 1613.3.3(2)	1.3
Adjusted Spectral Response Acceleration at 0.2s Period, S_{MS} (Eq. 16-37)	1.5g
Adjusted Spectral Response Acceleration at 1s Period, S_{M1} (Eq. 16-38)	0.780g
Design Spectral Response Acceleration at 0.2s Period, S_{DS} (Eq. 16-39)	1.000g
Design Spectral Response Acceleration at 1s Period, S_{D1} (Eq. 16-40)	0.520g

MM-GEO-9. Retaining Walls

During construction retaining walls shall be backfilled with very low expansive soil and constructed with a backdrain in accordance with CBC. Based on the recommendations of the January 15, 2016 Geotechnical Investigation for the Project site, the following parameters may be used for the design of conventional retaining walls:

Static Equivalent Fluid Weight (pcf)	
Condition	*Level Backfill*
Active	40 pcf
At-Rest	60 pcf
Passive	220 pcf (allowable) (Maximum of 3,500 psf)

A California licensed structural engineering shall apply the applicable factors of safety and/or load factors during design, as specified by the CBC.

Cantilever walls that are designed to yield at least 0.001H, where H is equal to the wall height, may be designed using the active condition. Rigid walls and walls braced at the top shall be designed using the at-rest condition.

For sliding resistance, a frictional resistance coefficient of 0.3 may be used at the concrete and soil interface. The lateral passive resistance shall be taken into account only if it is ensured that the soil providing passive resistance, embedded against the foundation elements, will remain intact with time.

In addition to the above, lateral forces due to retained earth, surcharge due to improvements, such as an adjacent structure or traffic loading, shall be considered in the design of the retaining wall. Loads applied within a 1:1 projection from the

surcharging structure on the stem of the wall shall be considered in the design.

A soil unit weight of 120 pcf may be assumed for calculating the actual weight of the soil over the wall footing.

MM-GEO-10. Pavement Design

The following measures shall be implemented for pavement design elements of the project prior to construction:

1. *Flexible Pavements:* Based on the design procedures outlined in the current Caltrans Highway Design Manual, and using an assumed design R-value of 30, flexible pavement sections may consist of the following for the street types indicated. Final pavement design shall be based on the Traffic Index determined by the project civil engineer and R-value testing provided near the end of grading.

Asphalt Pavement Section Thickness			
Traffic Index	*Asphalt Concrete (AC) Thickness (inches)*	*Class 2 Aggregate Base Thickness (inches)*	*Total Pavement Section Thickness (inches)*
5 (auto access)	3	6	9
6	3	9	12
7	4	10	14
8	4.5	12	16.5
9	5.5	13	18.5
10	6	15	21

If the pavement is to be constructed prior to construction of the structures, the full depth of the pavement section shall be placed in order to support heavy construction traffic.

2. *Rigid Pavements:* For on-site Portland Cement Concrete (PCC) pavement, a minimum of 7-inch-thick concrete with dowels at joints, over a minimum of four inches of aggregate base shall be installed. If a full-depth pavement section is used, a minimum of 8-inch-thick concrete placed on native subgrade compacted to 95 percent relative compaction to a depth of eight inches shall be installed. The PCC pavement sections shall be provided with crack-control joints spaced no more than 15 feet on center each way. If sawcuts are used, they shall have a minimum depth of ¼ of the slab thickness and made within 24 hours of concrete placement.
3. *Other Pavement Design Measures:* Irrigation adjacent of pavements without deep curb or other cutoff to separate landscaping from the paving may result in premature pavement failure.

All pavement construction shall be performed in accordance with the Standard Specifications for Public Works Construction or Caltrans Specifications. Field observations and periodic testing, as needed during placement of the base course materials, shall be undertaken to ensure that the requirements of the standard specifications are fulfilled.

Prior to placement of aggregate base, the subgrade soil shall be processed to a minimum depth of six inches, moisture-conditioned, as necessary, and recompacted to a minimum of 95 percent relative compaction. Aggregate base shall be moisture conditioned, as necessary, and compacted to a minimum of 95 percent relative compaction.

MM-GEO-11. Temporary Excavations

All temporary excavations, including utility trenches, retaining wall excavations and other excavations shall be performed in accordance with project plans, specifications, and all OSHA requirements.

No surcharge loads shall be permitted within a horizontal distance equal to the height of cut or five feet, whichever is greater from the top of the slope, unless the cut is shored appropriately. Excavations that extend below an imaginary plane inclined at 45 degrees below the edge of any adjacent existing site foundation shall be properly shored to maintain support of the adjacent structures.

Cantilever shoring shall be designed based on an active equivalent fluid pressure of 40 pcf. If excavations are braced at the top and at specific design intervals, the active pressure may then be approximated by a rectangular soil pressure distribution with the pressure per foot of width equal to 25H, where H is equal to the depth of the excavation being shored.

During construction, the soil conditions shall be regularly evaluated to verify that conditions are as anticipated. The contractor shall be responsible for providing the "competent person" required by OSHA, standards to evaluate soil conditions. Close coordination between the competent person and the geotechnical engineer shall be maintained to facilitate construction while providing safe excavations.

MM-GEO-12. Trench Backfill

Utility-type trenches on site can be backfilled with on-site material, provided it is free of debris, significant organic material and oversized material (greater than 3 inches for trench backfill within 3 feet of a pipe, and 6 inches for trench backfill above). Prior to backfilling the trench, pipes shall be bedded and shaded in a granular material that has a sand equivalent of 30 or greater. Open-graded crushed rock or similar material shall not be used as bedding material, unless special provisions are implemented to limit the migration of surrounding soil into the open-graded material, including the use of filter fabric around the open-graded material. The bedding material shall extend 12 inches above the top of the pipe. The bedding/shading sand shall be densified in place by mechanical means. Bedding sand shall be placed in accordance with the most current edition of the Standard Specifications for Public Works Construction – Greenbook (Public Works Standard, Inc., 2015). The native soil fill shall be placed in loose layers, moisture conditioned, as necessary, and mechanically compacted using a minimum standard of 90 percent relative compaction based on ASTM D 1557. The thickness of layers shall be based on the compaction equipment used in accordance with the current Greenbook.

MM-GEO-13. Surface Drainage

Prior to construction positive surface drainage shall be designed by a California licensed geotechnical engineer such that drainage is to be directed away from foundations and toward approved drainage devices, such as gutters, paved drainage swales, or watertight area drains and collector pipes.

Surface drainage shall be provided to prevent ponding of water adjacent to the structures. In general, the area around the buildings shall slope away from the building. Unpaved landscaped areas adjacent to the buildings shall be avoided. Roof runoff shall be carried to suitable drainage outlets by watertight drain pipes or over paved areas.

MM-GEO-14. Sulfate Attack and Corrosion Protection

Based on the results of laboratory testing, concrete structures in contact with the on-site soil will have negligible exposure to water-soluble sulfates in the soil. Typical II cement may be used for concrete construction. Prior to paving the Project applicant will ensure that the concrete shall be designed in accordance with Table 4.3.1 of the American Concrete Institute ACI 318-08 provisions (ACI, 2008). The on-site soil is considered moderately corrosive to ferrous metals. Corrosion protection of underground metallic utilities shall be provided. Corrosion information presented in this report shall be provided to your underground utility contractors.

MM-GEO-15. Additional Geotechnical Services

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Prior to construction a California licensed geotechnical engineer shall review the site and grading plans when available and comment further on the geotechnical aspects of the project. Geotechnical observation and testing shall be conducted during excavation and all phases of grading operations in accordance with CBC requirements. Mitigation measures MM-GEO-1 through MM-GEO-15 shall be reviewed by a licensed geotechnical engineer during construction and revised accordingly if geotechnical conditions encountered vary from the preliminary findings and interpretations.

Geotechnical observation and testing shall be provided:

1. After completion of site clearing;
2. During over-excavation of compressible soil;
3. During compaction of all fill materials;
4. After excavation of all footings and prior to placement of concrete;
5. During utility trench backfilling and compaction;
6. During pavement subgrade and base preparation;
7. When any unusual conditions are encountered.

MM-HYD-1. Site Specific Water Quality Management Plans

A site-specific Water Quality Management Plan shall be prepared for each proposed facility in accordance with NPDES requirements and the New Development & Redevelopment Guidelines for Projects Under the March JPA. For industrial facilities as defined in Attachment A of the NPDES General Permit for Stormwater Discharges Associated with Industrial Activities (SWRCB Order No. 2014-0057-DWQ, as amended), the applicant shall also prepare an Industrial Stormwater Pollution Prevention Plan in accordance with NPDES requirements of the Statewide Industrial General Permit. The project-specific Final WQMPs and Industrial SWPPPs shall each be submitted to the March JPA for review and approval during construction plan review and prior to issuance of grading permits, and shall contain facility-specific site design, source control and, if necessary, treatment control Best Management Practices, including the location, size and type of all permanent water quality BMPs to be installed on-site. The project-specific WQMPs and SWPPPs shall take proposed uses and industrial activities into account when determining source control BMPs, and shall not allow non-stormwater discharges into the storm drain system.

MM-CUL-5. Paleontological Monitoring

Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Building Official, or designee. The qualified paleontologist shall attend the preconstruction meeting and be on-site during all rough grading and other significant ground-disturbing activities in previously undisturbed older Quaternary alluvial deposits, if encountered. These deposits may be encountered at depths as shallow as four feet below ground surface. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) (2010).

VIII.	GREENHOUSE GAS EMISSIONS -- Would the project:				
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As outlined in the Originally Approved Project EIR, the analysis of the original project's potential to directly or indirectly generate greenhouse gas (GHG) emissions was based on the quantitative comparison of the project's GHG emissions to the SCAQMD draft service population efficiency threshold for the year 2020; and project compliance with the Riverside County Climate Action Plan (CAP) screening tables. The West Campus – Lower Plateau project was estimated to result in an unmitigated efficiency metric of 15.2 metric tons of carbon dioxide equivalent (MT CO_2E) per year per service population, which is above the draft threshold of 4.8 MT Co_2E per year per service population. However, the analysis determined haul truck emissions should be excluded since haul truck drivers are not included in the West Campus – Lower Plateau Project service population, which would reduce the GHG emissions to less than significant levels. With the incorporation of mitigation measures **MM-GHG-1** and **MM-GHG-2** the project would result in reduced emissions and greater efficiency. Furthermore, the West Campus – Lower Plateau project would comply with applicable statewide and local regulatory programs consistent with Assembly Bill (AB) 32, which would ensure consistency with the CAP. The West Campus – Lower Plateau project was also determined to be consist with applicable policies of the March JPA General Plan Noise/Air Quality Element. However, the West Campus – Lower Plateau project would not be consistent with 2016 Southern California Association of Governments' (SCAG's) Regional Transportation Plan and Sustainable Communities Strategy (RTP/ SCS) due to the inconsistency between job generation numbers estimated for the West Campus – Lower Plateau project using the ITE code and the estimated job numbers in the 2016 RTP/SCS. No mitigation was identified to reduce this impact and it was determined to the significant and unavoidable.

Proposed Project Analysis

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Attachment A was prepared to determine if the Proposed Project would result in new or substantially different air quality or energy impacts than those considered for the Originally Approved Project. As described in Attachment A, the analysis of GHG emissions uses the latest version of the CalEEMod Version 2020.4.0 released by SCAQMD, in conjunction with California Air Pollution Control Officers Association (CAPCOA) and other California air districts, in May 2021. The GHG emissions calculations indicate the Proposed Project would result in a net increase of 116.19 $MTCO_2e/yr$ compared to the Originally Approved Project. This would reflect a minimal increase and would not exceed the applicable 3,000 $MTCO_2e/yr$ threshold. As such, no new or more severe impacts related to the GHG emissions would occur compared to those identified for the Originally Approved Project. No further analysis is required.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?

In November 2017, California Air Resources Board (CARB) released the Final 2017 Scoping Plan Update, which identifies the State's post-2020 reduction strategy. The Project would not conflict with any of the 2017 Scoping Plan elements as any regulations adopted would apply directly or indirectly to the Project. Further, recent studies show that the State's existing and proposed regulatory framework will allow the State to reduce its GHG emissions level to 40% below 1990 levels by 2030. As such, no new or more severe impacts related to the GHG emissions would occur compared to those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-GHG-1** and **MM-GHG-2** to reduce potential impacts related to GHG emissions, which would be applicable to the proposed project. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project and the Plan Consistency impact would remain significant and unavoidable as they were under the Originally Approved Project.

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

MM-GHG-1. Air Quality Mitigation

The applicant shall incorporate MM-AQ-1 (Construction Equipment Emissions Standards), MM-AQ-3 (Construction Relations Officer), MM-AQ-4 (Improved Energy Efficiency and Water Reduction), MM-AQ-5 (Commute Trip Reduction), MM-AQ-6 (Haul Truck Requirements), and MM-AQ-7 (Yard Goat Requirements).

MM-GHG-2. On-Road GHG Emission Mitigation Measure

The Applicant shall require future users of the project site, through enforceable means such as covenants, leases, contracts, and such, to implement the following:

(a) Upon project opening, require 25% of on-road trucks which access the site to be model year 2014 compliant or newer (for diesel powered trucks), or alternatively fueled;

(b) In and after 2030, require 50% of on-road trucks which access the site to be model year 2014 compliant or newer (for diesel powered trucks), or alternatively fueled; and

(c) Promote clean truck incentive programs.

IX.	HAZARDS AND HAZARDOUS MATERIALS -- Would the project:				
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

As outlined in the Originally Approved Project EIR, hazardous materials are expected to be generated, stored, distributed and/or disposed of within the West Campus-Lower Plateau area. Hazardous materials include household and industrial waste, oils, solvents, paints, corrosives, and other materials. The West Campus-Lower Plateau project would be subject to all applicable federal, state, and regional regulations pertaining to the transport, use and storage of hazardous materials. Due to former uses of the West Campus-Lower Plateau site, findings of the Phase I Environmental Site Assessment (ESA) identified areas of potential soil contamination near the old railroad grade and the former Camp Haan motor repair shop and recommended a Phase II ESA be conducted. Other subsurface areas of the West Campus-Lower Plateau site had the potential to contain hazardous materials and/or wastes (such as asbestos-containing pipe), buried trash and debris, unexploded ordnance, and utilities (including high pressure gas lines). To reduce potential significant impacts through the transport, use, or disposal of these hazardous materials, **MM-HAZ-1** through **MM-HAZ-4** would be implemented. Operation of the West Campus-Lower Plateau project could involve the use of hazardous materials depending on the activities within the warehouse and industrial uses. The prevent significant impacts related to operational activities, **MM-HAZ-1** and **MM-HAZ-5** would be implemented. Impacts would be less than significant with mitigation incorporated.

The West Campus-Lower Plateau site is within the March Air Reserve Base/Inland Port (ARB/IP) Airport Land Use Compatibility Plan (ALUCP) and the March ARB/IP Air Installations Compatibility Use Zones (AICUZ) Study area. The West Campus-Lower Plateau project is subject to restrictions on the types and quantities of hazardous materials established by the plans. The West Campus-Lower Plateau project must also implement **MM-HAZ-6** and **MM-HAZ-7** to reduce potential impacts related to the presence of photovoltaic panels and temporary or permanent smoke stakes on-site. **MM-HAZ-8** and **MM-HAZ-9** would be implemented to reduce the potential for bird-aircraft collision. Impacts would be less than significant with mitigation incorporated.

Proposed Project Analysis

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

The proposed project may result in the routine transport, use or disposal of hazardous materials during construction and operation. Hazardous materials include household and industrial waste, oils, solvents, paints, corrosives, and other materials. Compliance with all applicable federal, state, and regional regulations would ensure hazardous materials are handled properly during construction and operation of the proposed project. Historic uses on or near the project site have potentially impacted the soil in the area with hazardous materials. However, the proposed project site has already been graded, which was conducted with the implementation of **MM-HAZ-2,** as was required by the Originally Approved Project EIR prior to the issuance of a grading permit in order to mitigate potential soil contamination onsite. Another potential hazard that could be present onsite is unexploded ordnances, buried trash and debris, or high-pressure gas lines. However, as previously discussed, the project site is already graded, construction would only involve minor earthwork, and thus would not be likely to encounter buried hazardous materials or other hazards. However, because ground disturbance could occur, there is the potential construction activities could result in significant impacts through transport, use or disposal of hazardous materials, consistent with the Originally Approved Project. With the implementation of **MM-HAZ-1, MM-HAZ-3,** and **MM-HAZ-4** impacts associated with unexpected hazardous materials encountered during construction would be reduced to less than significant levels.

If the operations of the proposed project were to include the use of 55 gallons (liquid) or 500 pounds (solid) of hazardous materials, the project tenant would be required to implement **MM-HAZ-5** to reduce any potential impacts related to transport, use, or storage of hazardous materials onsite. As such, no new or more severe impacts related hazards to the

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

public or the environment through the routine transport, use, or disposal of hazardous materials would occur compared to those identified in the Originally Approved Project EIR. No further analysis is required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

As addressed above in Threshold a), historic uses on the project site could have resulted in soil contamination onsite. The project site has been graded as part of the Originally Approved Project, and consistent with the implementation of **MM-HAZ-2** as required by the Originally Approved Project EIR. The proposed project would not include grading and would include only minor earthwork; therefore, it is not anticipated contaminated soil would be encountered. However, due to the potential for contaminated soil, as well as other potential hazards from historic uses (i.e. trash and debris, unexploded ordnances, or utilities), **MM-HAZ-3** and **MM-HAZ-4** would be implemented during construction of the proposed project, consistent with the Originally Approved Project EIR. If the tenant of the proposed warehouse would use or store hazardous materials as part of operational activities, there would be the potential for significant impacts associated with the accidental release or spill of hazardous materials during operation. However, with the implementation of **MM-HAZ-1** and **MM-HAZ-5**, the potential significant impacts would be reduced to less than significant, consistent with the Originally Approved Project. As such, no new or more severe impacts related to the accidental release or spill of hazardous materials would occur compared to those identified for the Originally Approved Project. No further analysis is required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

California Code of Regulations (CCR) Section 15186(a) establishes a requirement for certain school projects, as well as certain projects near kindergarten through grade 12 (K-12) schools, to ensure that potential health impacts resulting from exposure to hazardous materials, wastes, and substances will be carefully examined and disclosed in a negative declaration or EIR, and that the lead agency will consult with other agencies in this regard. Consistent with the Originally Approved Project as outlined in the Initial Study for the Proposed Meridian West Campus-Lower Plateau Project (March JPA 2016), the project site is not within one-quarter mile of an existing or planned school. As such, no new or different impacts would occur than those previously identified for the Originally Approved Project. No further analysis is required.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

California Government Code Section 65962.5 combines several regulatory lists of sites that may pose a hazard related to hazardous materials or substances. According to the EnviroStor Hazardous Waste and Substances site "Cortese" list, there are no hazardous materials or waste sites located on or near the project site (RWQCB 2022). Additionally, according to EnviroStor database (DTSC 2022), there are no current or past cleanup sites on the project site. Therefore, no new or different impacts would occur than those previously identified for the Originally Approved Project. No further analysis is required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The project site is located within the March ARB/IP Airport ALUCP and the 2005 March ARB/IP AICUZ Study area. The proposed project does not include residential uses so no one will be residing in the project area. The project site is within the B1 compatibility zone, which applies restrictions to the uses within the zone. The proposed project would also comply with the conditions established by the Riverside County Airport Land Use Plan. Additionally, the proposed project would be subject to review consistent with Part 77 of the Federal Aviation Regulations. If the proposed project were to include solar photovoltaic systems on the roof or allow for the possible development of solar systems on the roof in the future, the proposed project would be required to implement **MM-HAZ-6** which would require the use of non-reflective materials to avoid potential impacts related to airspace safety. As such, no new or different impacts would occur related to safety hazards or excessive noise for people working in the project area than those identified for the Originally Approved Project. No further analysis is required.

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The proposed project is located within the March JPA Planning Area emergency response plan. Construction of the proposed project is not anticipated to require lane closures in the adjacent roadways; if, however, lane closures should be necessary, lane detours would be submitted to March JPA for review and approval. The proposed project would include the development of one driveway off Meridian Parkway and one driveway off Determination Drive, which would provide access to the project site. The proposed site plan would be reviewed and approved by the March JPA, police, and fire department during plan review to ensure emergency access would be provided to the project site and the proposed development would not interfere with emergency access to the vicinity, consistent with the Originally Approved Project. As such, no new or different impacts would occur related to the potential to impair or interfere with an adopted emergency response plan than those identified for the Originally Approved Project. No further analysis is required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

The project site is not within a designated fire hazard area, consistent with the Originally Approved Project. The proposed project would be consistent with all applicable County of Riverside Ordinances regarding fire safety. As such, no new or different impacts would occur related to potential risk of loss, injury, or death involving wildland fires than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-HAZ-1** through **MM-HAZ-6** which would be applicable to the proposed project to reduce potential impacts related to hazards and hazardous materials. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-HAZ-1. Hazardous Materials Transport

Aboveground bulk storage of more than 6,000 gallons of hazardous or flammable mater is prohibited in Airport Compatibility Zone B1. Aboveground bulk storage of more than 6,000 gallons of hazardous or flammable materials per tank is discouraged in Zone B2 and C1, and would generally not be permitted unless no feasible alternatives are available. Any aggregate aboveground oil/fuel storage containers in Zone B2 or C1 greater than 1,320 gallons (or completely buried 42,000 gallons) shall include preparation and implementation of a Spill Prevention, Control and Containment (SPCC) plan pursuant to 40 C.F.R. 112 (or, for small quantities, a spill prevention and response plan) during construction, and if applicable, during site operations. The SPCC plan (or spill prevention and response plan) shall identify BMPs for spill and release prevention and provide procedures for cleaning up and disposing of any spills or releases.

MM-HAZ-2. Phase II Environmental Site Assessment

Prior to grading permit issuance, the Project applicant shall submit to the March JPA for approval, a Phase II ESA (preceded by a work plan) detailing subsurface soil and soil vapor testing conducted consistent with California Department of Toxic Substances Control (DTSC) guidance documents. The Phase II testing shall confirm the presence or absence of on-site contamination associated with past uses on the Project site, including in the former railroad spur area and former motor repair facility area in accordance with the findings of the 2015 Phase 1 report for the site (see 2015 Phase I ESA in Appendix G for the contaminants of concern).

The Phase II soil and soil vapor investigation results shall be compared to two types of regulatory levels:

1. Federal and State of California Hazardous Waste Levels – Detected soil concentrations shall be evaluated to determine if any hazardous wastes exist at the site. Federal hazardous waste levels are specified in 40 Code Federal Regulations Parts 260 through 273 and administered by the U.S. Environmental Protection Agency. California hazardous waste levels are specified in the California Code of Regulations, Title 22 in the California Hazardous Waste Control Law.

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

2. Human Health Protective Screening Levels – Detected soil concentrations shall be compared to the U.S. Environmental Protection Agency's Region 9 industrial use Regional Screening Levels for industrial use for soils, and soil vapor results shall be compared to the California Office of Environmental Health Hazard Assessment's Industrial use California Human Health Screening Levels.

Any soils qualifying as hazardous waste shall be delineated, removed, and properly disposed of offsite in accordance with applicable regulatory requirements. Prior to any removal, a Remedial Action Workplan (RAW) shall be prepared and approved by the DTSC. The RAW shall include a Community Health and Safety Plan (CHASP) describing the methods used to ensure that excavation and transportation activities at the site are carried out in a safe manner, protective of human health. The RAW and CHASP shall include the establishment of secured contaminant reduction and decontamination zones, stockpile covering, dust control measures, and on-site and fence line monitoring during excavation and hauling activities which shall be implemented during remediation activities.

Any soil or soil vapor that exceeds the human health protective screening levels shall either be remediated on-site to levels protective of human health or removed from the site for proper off-site disposal. If on-site remediation is the selected remedy, RAW shall approved by DTSC that describes and establishes secured areas that are undergoing remediation and proper permitting of any treatment technologies through the DTSC or the South Coast Air Quality Management District. If excavation and off-site disposal is conducted, a CHASP shall be prepared and approved by DTSC, establishing secured contaminant reduction and decontamination zones, stockpile covering, dust control measures, and on-site and fence line monitoring during excavation and hauling activities which shall be implemented during remediation.

MM-HAZ-3. Hazardous Materials Contingency Plan

A Hazardous Materials Contingency Plan shall be prepared by a qualified environmental consultant and implemented during demolition, excavation, and construction activities for the Project. The Hazardous Materials Contingency Plan shall include, at a minimum, the following:

- Identification of known areas with hazardous waste and hazardous materials of concern
- Procedures for temporary cessation of construction activity and evaluation of the level of environmental concern
- Procedures for limiting access for properly trained personnel to the contaminated area
- Procedures for notification and reporting, including internal management and local agencies (e.g., local fire department, county Certified Unified Program Agency), as needed
- Health and safety measures for removal and excavation of contaminated soil
- Procedures for characterizing and managing excavated soils
- Procedures for certification of completion of remediation

The Hazardous Materials Contingency Plan shall be submitted to March JPA for approval no less than 30 days prior to the initiation of construction activities at the site.

MM-HAZ-4. UXO Identification, Training, and Reporting Plan

Prior to the commencement of construction activities, a UXO Identification, Training, and Reporting Plan to properly train all site workers in the recognition, avoidance, and reporting of military waste debris and ordnance shall be prepared by a qualified environmental consultant. The plan shall contain, at a minimum, the following:

- A description of the training program outline and materials, and the qualifications of the trainers;
- Identification of available trained experts that will respond to notification of discovery of any suspected ordnance (unexploded or not);
- Procedures to stop work immediately in the vicinity of suspected UXO and to notify the Riverside County Sherriff's Department, Certified Unified Program Agency (CUPA) and the USACE;
- A work plan to recover and remove discovered ordnance, and complete additional field screening, possibly including geophysical surveys to investigate adjacent areas for surface, near-surface or buried ordnance in all

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

proposed land disturbance areas;

- Documentation of all surveys and investigations performed to evaluate and remove discovered ordnance.

The UXO Identification, Training, and Reporting Plan shall be submitted to March JPA for approval no less than 30 days prior to the initiation of construction activities at the site. The results of geophysical surveys shall be submitted to March JPA within 30 days of completion of the surveys. Further, March ARB Airfield Management and Base Civil Engineering personnel must be included in these communications and notified immediately of any suspected UXO and requirements placed in any UXO Plan.

MM-HAZ-5. Hazardous Materials Business Plan

Businesses that use 55 gallons (liquid) or 500 pounds (solid) of hazardous materials are required to submit a Hazardous Materials Business Plan (pursuant to California Health and Safety Code Section 25500) within 30 days of beginning operations. The Hazardous Materials Business Plan shall contain information on hazardous materials inventory, inspections, training, record-keeping, and reporting. The Hazardous Materials Business Plan shall be submitted online through the California Environmental Reporting System website. Further information can be found on the County of Riverside Department of Environmental Health website (http://www.rivcoeh.org/HazMat/hmbp).

MM-HAZ-6. Solar Voltaic System Approval

In the event the Project Applicant chooses to include solar photovoltaic system(s) as part of the Project, the system shall be reviewed and approved by the Airport Land Use Commission and the Air Force March ARB personnel prior to the issuance of building permits. The Project Applicant shall demonstrate that the solar panels and hardware are designed to minimize glare and spectral highlighting. Emerging technologies shall be used, such as diffusion coatings and nanotechnological innovations to effectively reduce the refractive index of the solar cells and protective glass. A glare/glint study was performed for all proposed solar panels in compliance with March ARB requirements. The study used nationally-acceptable standards (i.e., Solar Glare Hazards Analysis Tool (SGHAT) by Sandia National Laboratories). The study shall be submitted to the March JPA, and the March JPA shall not approve solar panel designs or issue a building permit for a building that includes solar panels until any glint/glare impacts discovered during the study are addressed in consultation with Riverside County Airport Land Use Commission and March ARB.

X.	HYDROLOGY AND WATER QUALITY -- Would the project:				
a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐

			New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
	i)	result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
	ii)	substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
	iii)	create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
	iv)	impede or redirect flood flows?	☐	☐	☒	☐
d)		In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e)		Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project EIR determined that the West Campus-Lower Plateau project would not violate water quality standards during construction due to the preparation and implementation of a Stormwater Pollution Prevent Plan (SWPPP). A Preliminary Water Quality Management Plan (WQMP) was prepared for the Originally Approved Project to address post-construction/operation BMPs. Final WQMPs would be required to be reviewed and approved by the March JPA Engineer prior to specific parcel development to address project-level BMPs (**MM-HYD-1**). Implementation of **MM-HYD-1** and compliance with the March JPA National Pollutant Discharge Elimination System (NPDES) Guidelines during operation would result in less than significant impacts related to water quality standards.

The Originally Approved Project would not directly draw from groundwater and would include BMPs to encourage on-site infiltration of stormwater runoff. Thus, the Originally Approved Project would not substantially deplete groundwater.

The existing off-site detention basins were determined to be inadequate for the increased impervious surfaces that would result from the Originally Approved Project; however, mitigation measure **MM-HYD-2** would require new detention or retention basins to be sized and engineered during the Plot Plan Review and Precise Grading Plan phases of project implementation. As such impacts related to the alteration of onsite drainage or excessive stormwater runoff would be less than significant.

Proposed Project Analysis

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The proposed project would develop over one acre of land and would be required to prepare and implement a SWPPP during construction to prevent erosion and siltation on the site. In addition, the proposed project would implement **MM-HYD-1** which would require the preparation of a site-specific WQMP that would be approved by March JPA and would implement post-construction BMPs. With the implementation of the SWPPP, the site-specific WQMP, and compliance with the March JPA NPDES Guidelines, the proposed project would result in less than significant impacts, consistent with

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

the Originally Approved Project. As such, no new or more severe impacts related to violating water quality standards would occur beyond those identified for the Originally Approved Project. No further analysis is required.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The proposed project would not directly draw from groundwater and would include BMPs to encourage on-site infiltration of stormwater runoff, consistent with the Originally Approved Project. As such, no new or more severe impacts related to substantially decreased groundwater supplies would occur beyond those identified for the Originally Approved Project. No further analysis is required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on- or off-site;

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) impede or redirect flood flows?

The proposed project would include the development of a vacant site which would increase impervious surfaces onsite and alter the drainage patterns of the site. However, during construction activities the proposed project would implement a site-specific SWPPP as required by the Construction General Permit, which would include BMPs to reduce potential erosion and stormwater runoff. During operation, the proposed project would comply with mitigation measure **MM-HYD-2,** which would require new detention or retention basins to be sized and engineered during the Plot Plan Review and Precise Grading Plan phases of project implementation in order to increase onsite infiltration, reduce stormwater runoff, and prevent potential flood conditions. As such, impacts related to the alteration of onsite drainage, including erosion, siltation, substantial surface runoff, and flood flows, would be less than significant. Therefore, no new or more severe impacts related to substantially altering existing drainage patterns would occur beyond those identified for the Originally Approved Project. No further analysis is required.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The proposed project is not located in a flood hazard, tsunami, or seiche zone, consistent with the Originally Approved Project. As such, no new or more severe impacts related to project inundation would occur beyond those identified for the Originally Approved Project. No further analysis is required.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

With the implementation of **MM-HYD-1** and **MM-HYD-2**, and compliance with the Construction General Permit requirements and the March JPA NPDES Guidelines, the proposed project would not conflict with or obstruct implementation of an applicable water quality plan. As such, no new or more severe impacts related to conflicts with a water quality control plan or sustainable groundwater management plan would occur beyond those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-HYD-1** and **MM-HYD-2** which would be applicable to the proposed

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

project to reduce potential impacts related to hydrology and water quality. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-HYD-1. Site Specific Water Quality Management Plans

A site-specific Water Quality Management Plan shall be prepared for each proposed facility in accordance with NPDES requirements and the New Development & Redevelopment Guidelines for Projects Under the March JPA. For industrial facilities as defined in Attachment A of the NPDES General Permit for Stormwater Discharges Associated with Industrial Activities (SWRCB Order No. 2014-0057-DWQ, as amended), the applicant shall also prepare an Industrial Stormwater Pollution Prevention Plan in accordance with NPDES requirements of the Statewide Industrial General Permit. The project-specific Final WQMPs and Industrial SWPPPs shall each be submitted to the March JPA for review and approval during construction plan review and prior to issuance of grading permits, and shall contain facility-specific site design, source control and, if necessary, treatment control Best Management Practices, including the location, size and type of all permanent water quality BMPs to be installed on-site. The project-specific WQMPs and SWPPPs shall take proposed uses and industrial activities into account when determining source control BMPs, and shall not allow non-stormwater discharges into the storm drain system.

MM-HYD-2. Site Specific Discharges

Each lot, once developed, shall mitigate peak storm discharges in accordance with the Allowable Flow Rate (or Allowable Q), as detailed in the New Development & Redevelopment Guidelines for Projects Under the March JPA, in order to achieve attenuated peak flows to the downstream detention basins which do not materially alter their current hydraulic characteristics. Any detention or retention basin deemed necessary to reduce peak storm discharges shall be designed, engineered, constructed, and maintained for a maximum 48-hour detention period after the design storm and remain completely dry between storms, in compliance with FAA AC 150/5200-33B. Each developed lot shall reduce the peak discharge to a rate and volume that does not exceed the allowable peak discharge rates set forth in the March JPA NPDES Guidelines.

XI.	LAND USE AND PLANNING -- Would the project:				
a)	Physically divide an established community?	☐	☐	☒	☐
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project was determined to be surrounded by road rights-of-way, commercial, industrial, open space, mixed use, and business park land uses. The Originally Approved Project would include development of warehouse, office, retail, and business park uses, similar to the surrounding conditions, and thus, would not conflict with the existing land uses or physically divide an established community. In addition, the Originally Approved Project was determined not to conflict with any applicable land use plan, policy, or regulation with the incorporation of mitigation measures proposed within the EIR. The applicable mitigation measures are as follows: **MM-AES-1; MM-AQ-1** through **MM-AQ-8; MM-BIO-1** through **MM-BIO-6; MM-CUL-1** and **MM-CUL-6; MM-GEO-1** through **MM-GEO-15; MM-HAZ-1** through **MM-HAZ-9; MM-HYD-1** and **MM-HYD-2; MM-NOI-1** through **MM-NOI-5; MM-TRAF-1** through **MM-TRAF-25;** and **MM-UTL-1** through **MM-UTL-3**. With the implementation of these mitigation measures, the potential impact would be less than significant.

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

Proposed Project Analysis

a) Physically divide an established community?

The proposed project would develop a warehouse facility, which would be consistent with the surrounding uses in the vicinity (warehouse and business park land uses). Therefore, the proposed project would not conflict with existing land uses and would not physically divide an established community. No new or different impacts would occur related to physically dividing an established community than those identified for the Originally Approved Project EIR. No further analysis is required.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project would be consistent with the applicable land use plans, policies, and regulations, similar to the Previously Approved Project, including the March JPA GP, Development Code, Citizen's Brochure for the 452d Air Mobility Wing Air Installation Compatible Use Zone Study, March ARB/Inland Port Airport Joint Land Use Study, March ARB AICUZ, and the March ARB/Inland Port ALUCP. For several policies or regulations, implementation of mitigation measures proposed in the Originally Approved Project EIR would ensure consistency. The applicable mitigation measures are as follows: **MM-AES-1, MM-AQ-1** through **MM-AQ-8; MM-BIO-1** through **MM-BIO-6; MM-CUL-1** and **MM-CUL-6; MM-GEO-1** through **MM-GEO-15; MM-HAZ-1** through **MM-HAZ-9; MM-HYD-1** and **MM-HYD-2; MM-NOI-1** through **MM-NOI-5; MM-TRAF-1** through **MM-TRAF-25;** and **MM-UTL-1** through **MM-UTL-3**. As such, no new or different impacts would occur related to conflict with any land use plan, policy, or regulation than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-AES-1, MM-AQ-1** through **MM-AQ-8; MM-BIO-1** through **MM-BIO-6; MM-CUL-1** and **MM-CUL-6; MM-GEO-1** through **MM-GEO-15; MM-HAZ-1** through **MM-HAZ-9; MM-HYD-1** and **MM-HYD-2; MM-NOI-1** through **MM-NOI-5; MM-TRAF-1** through **MM-TRAF-25;** and **MM-UTL-1** through **MM-UTL-3** which would be applicable to the proposed project to reduce potential impacts related to land use and planning (see full text of mitigation measures in each applicable section). No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

XII. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project was determined to be located within Mineral Resource Zone 3 (MRZ-3) which indicates mineral deposits are likely to exist but the significance of deposits is undetermined. However, due to the surrounding development and the zoning of the West Campus-Lower Plateau project site for industrial and mixed-use land uses, impacts to mineral resources were considered less than significant in the Initial Study for the Proposed Meridian West Campus-Lower Plateau Project and was not analyzed further in the EIR.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

Proposed Project Analysis

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Based on the Riverside County General Plan Open Space Element, the project site is within an area mapped as MRZ-3 where the significance of mineral deposits is undetermined. The proposed project site is graded and surrounded by industrial and business park development or open space designated for conservation, and there are no known mineral resource recovery activities in the area. Thus, the proposed project would not result in the loss of availability of known mineral resources, consistent with the Originally Approved Project. As such, no new or different impacts on mineral resources would occur than those identified for the Originally Approved Project. No further analysis is required.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Please see response to XII. Threshold a), above. Due to the absence of known mineral resources or mineral resource recovery sies, the proposed project would not result in impacts to mineral resources. As such, no new or different impacts on mineral resources would occur than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

No mitigation measures were identified in the Originally Approved Project EIR and no new mitigation is proposed.

XIII. NOISE -- Would the project result in:

a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b)	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project EIR determined West Campus-Lower Plateau project construction and operation would not exceed ambient noise level thresholds. In order to reduce potential noise levels further, **MM-NOI-1** (only applicable to projects before 2020) through **MM-NOI-3** would be implemented. The Originally Approved Project would not result in significant impacts related to excessive groundborne vibration or noise levels. Additionally, mitigation measure **MM-NOI-4** would be implemented to prevent vibration-related impacts.

Portions of the West Campus-Lower Plateau project site are mapped within the 65 to 70 decibel (dBA) community noise equivalent level (CNEL) contour for the March ARB/Inland Port Authority, which would be considered marginally acceptable, and portions of the West Campus-Lower Plateau project site would be within the 60 to 65 dBA CNEL noise level contour boundaries and would be considered normally acceptable. The Originally Approved Project was determined to result in potentially significant interior noise exposure to buildings within the 65-70 dBA CNEL contour. However, with

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

the implementation of **MM-NOI-5,** this impact would be reduced to less than significant.

Proposed Project Analysis

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The proposed project construction activities would be consistent with those assumed for the Originally Approved Project EIR, including the use of construction equipment such as tractors, loaders, backhoes, pavers, welders, etc. Construction would occur over 7 months and would be a small portion of what was analyzed for the Originally Approved Project EIR. To reduce potential temporary noise level increases due to construction, **MM-NOI-3** would be implemented. Therefore, construction of the proposed project would not result in substantial temporary impacts to ambient noise levels, consistent with the Originally Approved Project.

Operation of the proposed project would include industrial warehouse uses, which would be consistent with the intended uses of the industrial /business park zoning of the project site that was analyzed under the Originally Approved Project. Noise sources from operational activities would include truck movement, loading activities, and employee vehicles arriving to and departing from the project site. Because the tenants were not known for the preparation of the Originally Approved Project EIR, the noise analysis considered the Originally Approved Project to be a typical warehouse and distribution storage facility operating 24 hours per day, 7 days per week, in order to prepare a "worst case scenario" As such, the Proposed Project would be consistent with the operational noise analysis for the Originally Approved Project and would not introduce any new, inconsistent uses that would generate potential noise impacts. Additionally, there are no sensitive receptors such as residences within the vicinity of the Proposed Project site. In order to ensure less than significant impacts, **MM-NOI-2** from the Originally Approved Project EIR would be implemented. As such, no new or different impacts on ambient noise levels would occur than those identified for the Originally Approved Project. No further analysis is required.

b) Generation of excessive groundborne vibration or groundborne noise levels?

The proposed project could result in grounborne vibration from heavy construction equipment or haul trucks; however, the project site has already been graded, so no large grader equipment would be used onsite. Additionally, there are no sensitive receptors such as residences within the vicinity of the project site that would be sensitive to groundborne vibration or noise levels. Mitigation measure **MM-NOI-2** would be implemented during construction to ensure potential impacts would remain less than significant. Operation of the proposed project would include truck deliveries to the warehouse which could be a source of vibration. However, truck trips at normal speeds would not exceed the County of Riverside threshold, consistent with the Originally Approved Project. Additionally, **MM-NOI-4** would be implemented to ensure less than significant impacts due to vibration. As such, no new or different impacts on excessive groundborne vibration or noise levels would occur than those identified for the Originally Approved Project. No further analysis is required.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The proposed project is located within the 65-70 dBA CNEL noise contour as mapped by the March ARB/Inland Port ALUCP, which is considered marginally acceptable. Construction of the proposed project would be required to meet California Building Code (CBC) standards. Additionally, the March JPA would review and approve the plans and specifications of the proposed project to ensure compliance with the provisions of the CBC and Title 24, which regulates building standards. CBC standards for commercial buildings are typically capable of achieving an exterior to interior attenuation of approximately 20-25 dBA; therefore, buildings located within the 65-70 dBA CNEL noise contour for March AFB could have resulting interior noise levels which exceed 45 dBA CNEL unless specialized construction materials are employed. The proposed project would include the implementation of **MM-NOI-5** as outlined in the Originally Approved Project EIR, which would reduce the potentially significant impact to less than significant. As such, no new or different impacts related to excessive noise levels from airport uses would occur than those identified for the Originally Approved

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-NOI-2** through **MM-NOI-5,** which would be applicable to the proposed project to reduce potential impacts related to noise and vibration. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-NOI-2. Noise Compliance Measures

March JPA shall require the Project applicant to adhere to the following measures as a condition of approving the grading plans and/or issuance of building permits:

- In compliance with March Joint Powers Authority Development Code Chapter 9.10, Performance Standards, Section 9.10.030, construction plans shall include a note indicating that noise-generated Project construction activities shall only occur between the hours of 7:00 AM to 7:00 PM daily. The Project construction supervisor shall ensure compliance with the permitted construction hours.
- During all Project site construction, pursuant to March Joint Powers Authority General Plan Noise Element Policy 2(e), the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractors shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.
- The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site (e.g., to the center) during all Project construction.
- The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the hours of 7:00 AM and 7:00 PM). The construction shall prepare a haul route exhibit and shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.

MM-NOI-3. Noise Reduction Measures in Construction Plans

Prior to Project approval issuance of the Certificate of Occupancy for the Operator/Tenant, the Project Operator/Tenant shall certify in writing that the operational noise mitigation measures shall be adhered to in full compliance, with oversight by March JPA. March JPA shall ensure that the following are noted on construction plans as enforceable conditions of approval and shall enforce compliance adhered to during Project operations:

- All on-site operating equipment under the control of the building user that is used in outdoor areas (including but not limited to trucks, tractors, forklifts, and hostlers), shall be operated with properly functioning and well-maintained mufflers.
- Maintain quality pavement conditions on the property that are free of vertical deflection (e.g., speed bumps) to minimize truck noise.
- The truck access gates and loading docks within the truck court on the Project site shall be posted with signs which state:
    - Truck drivers shall turn off engines when not in use;
    - Diesel trucks servicing the Project shall not idle for more than five (5) three (3) minutes; and
    - Post telephone numbers of the building facilities manager to report idling violations.

MM-NOI-4. Blasting Compliance Measures

Prior to any blasting, the construction contractor shall certify in writing that all blasting mitigation measures shall be adhered to in full compliance, with oversight by March JPA. March JPA shall ensure that the following are noted on

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

construction plans as enforceable conditions of approval and shall enforce compliance during Project construction:

- To reduce adverse effects, rock blasting activities shall be limited during the permitted hours for construction activity between 7:00 AM to 7:00 PM, as required by the Development Code.
- The blasting contractor shall design the blasts to reduce vibration velocity levels from each blast below the damage threshold of 3.0 in/sec.
- A blast signal (e.g., air horn) shall be used to notify nearby residents that blasting is about to occur per the California Code of Regulations, Title 8, Section 5291 Firing of Explosives regulations.
- Neighboring residential communities shall be notified via postings on the construction site at least 24 hours before the occurrence of major construction-related noise and vibration impacts (such as rock blasting) which may affect them.
- The March JPA may impose conditions and procedures on the blasting operations as necessary. The construction contractor shall comply with these measures for the duration of the blasting permit. The March JPA may inspect the blast site and materials at any reasonable time.
- The construction contractor shall identify potential problem areas surrounding the Project site.
- The construction contractor shall determine the conditions that exist prior to commencement of construction.
- The construction contractor shall monitor and record the vibration and air overpressure effects of the blast.
- The construction contractor shall respond to and investigate complaints.

MM-NOI-5. Buildings Located Within 65-70 dBA CNEL Contour

March JPA shall require interior office areas and public areas that are located within the 65 – 70 dBA CNEL contours provide sound attenuation below 45 dB CNEL, as determined by a registered acoustical engineer.

XIV.	POPULATION AND HOUSING -- Would the project:				
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	☐	☐	☒	☐
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

It was determined the Originally Approved Project would not have a significant impact on population and housing because it did not propose housing and would support jobs that would be filled by the existing population. Additionally, the West Campus-Lower Plateau project site did not contain residences, so the project would not remove existing housing. Housing and population was determined to be an Effect Found not to be Significant and was not analyzed in the Originally Approved Project EIR.

Proposed Project Analysis

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

The proposed project would not include the development of housing and would provide employment consistent with what was analyzed under the Originally Approved Project to support the existing population in the project vicinity. In addition, no new roads or utilities would be installed as a result of the proposed project, thus there would be no potential for indirect impacts related to inducing population growth, consistent with the Originally Approved Project. As such, no new or different impacts related to substantial unplanned population growth would occur than those identified in the Originally Approved Project EIR. No further analysis is required.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The proposed project site is vacant, so the proposed project would not result in the displacement of people or housing. As such, no new or different impacts related to substantial unplanned population growth would occur than those identified in the Originally Approved Project EIR. No further analysis is required.

Mitigation Measures

No mitigation measures were identified in the Originally Approved Project EIR and no new mitigation is proposed.

XV. PUBLIC SERVICES -- Would the project:

a)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☒	☐
	Fire protection?	☐	☐	☒	☐
	Police protection?	☐	☐	☒	☐
	Schools?	☐	☐	☒	☐
	Parks?	☐	☐	☒	☐
	Other public facilities?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

It was determined the Originally Approved Project would not have a significant impact on fire protection or police protection services due to the proximity and availability of services from the Riverside County Fire Department and the Riverside County Sheriff's Department. Additionally, the Originally Approved Project would contribute development impact fund fees for fire facilities and criminal justice public facilities. Impacts to parks, schools, and other public facilities were determined to be less than significant in the Initial Study for the Proposed Meridian West Campus-Lower Plateau Project and these resources were not analyzed in the EIR. No mitigation measures were necessary and impacts were less than significant.

Proposed Project Analysis

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

The proposed project would not generate population growth or project employment that would result in population growth in the area. The increased development in a previously vacant parcel could result in increased calls for fire protection services. However, due to the proximity to two Riverside Fire Department fire stations, the proposed project is not expected to negatively affect response times or demand for fire services, consistent with the Originally Approved Project. As such, no new or different impacts related to fire protection services would occur than those identified for the Originally Approved Project. No further analysis is required.

Police protection?

The proposed project would not generate population growth or project employment that would result in population growth in the area. The increased development in a previously vacant parcel could result in increased calls for enforcement or emergency response; however, the proposed project is not expected to negatively affect response times or demand for law enforcement services, consistent with the Originally Approved Project. As such, no new or different impacts related to police services would occur than those identified for the Originally Approved Project. No further analysis is required.

Schools?

The proposed project would not generate population growth or project employment that would result in population growth in the area, and therefore would not increase demand on educational facilities or services, consistent with the Originally Approved Project. As such, no new or different impacts related to schools would occur than those identified for the Originally Approved Project EIR. No further analysis is required.

Parks?

The proposed project would not generate population growth or project employment that would result in population growth in the area, and therefore would not increase demand on parks, consistent with the Originally Approved Project. As such, no new or different impacts related to parks would occur than those identified for the Originally Approved Project. No further analysis is required.

Other Public Facilities?

The proposed project would not generate population growth or project employment that would result in population growth in the area, and therefore would not increase demand on other public facilities, consistent with the Originally Approved Project. As such, no new or different impacts related to other public facilities would occur than those identified in the Originally Approved Project. No further analysis is required.

Mitigation Measures

No mitigation measures were identified in the Originally Approved Project EIR and no new mitigation is proposed.

XVI. RECREATION --

a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project would not include development of residences or businesses that would increase the use of existing parks or recreational facilities. Therefore, impacts related to substantial deterioration of recreational facilities or demand for expansion or new recreational facilities would be less than significant. The impacts were determined to be Effects Found not to be Significant and were not analyzed in the EIR.

Proposed Project Analysis

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The proposed project would not include development of residences or businesses that would increase the use of existing parks or recreational facilities. Therefore, impacts related to substantial deterioration of recreational facilities would be less than significant, consistent with the Originally Approved Project. As such, no new or different impacts related to recreation facilities would occur than those identified for the Originally Approved Project. No further analysis is required.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?

The proposed project would not include development of residences or businesses that would increase the use of existing parks or recreational facilities. Therefore, impacts related to environmental impacts from the construction of new or expanded recreation facilities would be less than significant, consistent with the Originally Approved Project. As such, no new or different impacts related to recreation facilities would occur than those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

No mitigation measures were identified in the Originally Approved Project EIR and no new mitigation is proposed.

XVII.	TRANSPORTATION -- Would the project:				
a)	Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
b)	Conflict or be inconsistent with CEQA Guidelines section 15064.3[1] or will conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d)	Result in inadequate emergency access?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project would not conflict with SCAG's RTP/SCS. The Originally Approved Project EIR analyzed the potential transportation impacts using level of service (LOS) thresholds established by March JPA significance criteria. Based on this analysis, the EIR found the West Campus-Lower Plateau project would have less than significant impacts to several intersections, roadway segments and freeways. The West Campus-Lower Plateau project would implement **MM-TRAF-1** through **MM-TRAF-23** which reduce most LOS impacts to less than significant. However, cumulative impacts and off-site impacts that occur in other jurisdictions would remain significant and unavoidable.

Construction activities could result in impacts related to employee trips and the import and export of materials. However, based on the temporary nature of these impacts and the implementation of **MM-TRAF-24,** short-term construction impacts would be considered less than significant.

The Originally Approved Project would include roadway improvements that would comply with all applicable roadway design standards; thus, the Originally Approved Project would not result in impacts related to substantially increased hazards due to design features or incompatible uses. The proposed roadway improvements would include driveways and the extension of Cactus Avenue. In order to ensure sufficient turning radius for large trucks and emergency vehicles, mitigation measure **MM-TRAF-25** would be implemented, and impacts associated with emergency access would be less than significant.

The Originally Approved Project was determined not to result in impacts associated with conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

Proposed Project Analysis

a) Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

The proposed project would develop the vacant, mass-graded project site with a warehouse facility and associated improvements, and would not include off-site improvements that would interfere with public transit, bicycle, or pedestrian facilities, or prevent the implementation of plans, programs, ordinances, or policies addressing the circulation system. As such, no new or different impacts related to programs, plans, ordinances, or policies addressing the circulation system, would occur than those identified for the Originally Approved Project. No further analysis is required.

[1] CEQA Guidelines section 15064.3(c) provides that a lead agency "may elect to be governed by the provisions" of the section immediately; otherwise, the section's provisions apply July 1, 2020. Here, the District has not elected to be governed by Section 15064.3. Accordingly, an analysis of vehicles miles traveled (VMT) is not necessary to determine whether a proposed project will have a significant transportation impact.

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

b) Conflict or be inconsistent with CEQA Guidelines section 15064.3[2] or will conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Since adoption of the Originally Approved Project, CEQA Guidelines 15064.3 was adopted which updates the considerations for evaluating a project's transportation impacts, to be in effect beginning July 1, 2020. However, because the Originally Approved Project EIR was completed in 2017, the transportation analysis evaluating the project's potential impacts on transportation and circulation systems focused on level of service impacts to project area roadways and intersections. In order to compare the Originally Approved Project effects on the transportation system to the proposed project, Urban Crossroads, Inc. prepared the *West Campus Lower Plateau Building 4 Trip Generation Memo* (Trip Generation Memo) (Attachment B), which assesses whether the proposed project would result in new or more severe impacts related to level-of-service standards. The Trip Generation Memo calculated trip generation based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021). As shown on Table 2, the proposed project is anticipated to generate a total of 404 two-way trips per day, with 61 trips generated during the AM peak hour and 54 trips generated during the PM peak hour.

Land Use	**Quantity Units [1]**	**AM Peak Hour**			**PM Peak Hour**			**Daily**
		In	**Out**	**Total**	**In**	**Out**	**Total**	
General Light Industrial	82.500 TSF							
Passenger Cars		53	7	60	7	45	53	382
Truck Trips		1	0	1	0	1	1	22
Total Trips[2]		**54**	**7**	**61**	**7**	**46**	**54**	**404**

[1] TSF = Thousand Square Feet
[2] Total Trips (actual vehicles) = Passenger cars + truck trips (actual trucks)

The proposed project site as it was evaluated in the 2017 Traffic Study for the Originally Approved Project EIR (referred to as Building 4) was evaluated as 4.55-acres of mixed-use development. The 2017 Traffic Study specifically evaluated 71,852 square feet of business park use within the mixed-use area, and resulted in a trip generation of 894 daily trips. The proposed project is anticipated to generate 490 fewer two-way trips per day with 40 fewer AM peak hour trips and 37 fewer PM peak hour trips as compared to the uses evaluated in the Originally Approved Project EIR. The proposed project is anticipated to generate 22 more daily truck trips as compared to the uses evaluated in the Originally Approved Project EIR. However, the proposed project would result in fewer trips, and therefore reduced impacts, compared to the currently approved use evaluated in the Originally Approved Project EIR.

The Originally Approved Project EIR evaluated 30 intersections, 4 roadway segments, and 8 freeway facility segments and ramp junctions, recommending improvements and fair share contributions as necessary. The March JPA included these recommendations as part of the West Campus project approval. Since the proposed project (Building 4) is anticipated to generate fewer vehicle trips and nominally more truck trips, as analyzed above, the proposed project would have similar or reduced impacts to the region's intersections and roadways. Therefore, no additional improvements or fair share contributions would be required.

Therefore, the proposed project is consistent with the findings of the Originally Approved Project EIR, and would implement **MM-TRAF-1** through **MM-TRAF-24** as applicable to reduce potential impacts on the project area transportation system level of service standards. As such, no new or different impacts related to conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards, would occur beyond those identified for the Originally Approved Project. No further analysis is required.

[2] CEQA Guidelines section 15064.3(c) provides that a lead agency "may elect to be governed by the provisions" of the section immediately; otherwise, the section's provisions apply July 1, 2020. Here, the District has not elected to be governed by Section 15064.3. Accordingly, an analysis of vehicles miles traveled (VMT) is not necessary to determine whether a proposed project will have a significant transportation impact.

	New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The proposed project would include the development of two driveways to access the project site, one off of Meridian Parkway and one off of Determination Drive. The Driveways would be built in compliance with all applicable roadway design standards; thus, the proposed project would not result in impacts related to substantially increased hazards due to design features or incompatible uses. As such, no new or different impacts related to increased hazards due to a geometric design feature or incompatible use would occur beyond those identified for the Originally Approved Project. No further analysis is required.

d) Result in inadequate emergency access?

The proposed project would include the development of two driveways to provide access to the project site. In order to ensure the project site would be accessible to emergency response vehicles, mitigation measure **MM-TRAF-25** would be implemented, consistent with the Originally Approved Project. With the implementation of **MM-TRAF-25** impacts associated with emergency access would be less than significant. As such, no new or different impacts related to increased hazards due to inadequate emergency access would occur beyond those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-TRAF-1** through **MM-TRAF-25,** which would be applicable to the proposed project to reduce potential impacts related to transportation. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project, whose project-level impacts would be less than significant but cumulative impact would remain significant and unavoidable.

MM-TRAF-1. Tenant-Specific Traffic Generation Information

Prior to issuance of a Certificate of Occupancy for each initial tenant, each tenant shall submit sufficient traffic generation technical information to assure that the overall Project complies with the total net daily vehicle trips identified in the Draft EIR, Table 4.12-18, or total passenger car equivalents as identified in the technical appendices.

MM-TRAF-2. Three Years Post Occupancy Analysis

Three years after the issuance of the first Certificate of Occupancy for the development, the master developer shall fund a traffic trip count/analysis to determine if the existing development complies with the total net daily vehicle trips identified in the Draft EIR, Table 4.12-18, or total passenger car equivalents as identified in the technical appendices. The traffic consultant preparing and analyzing traffic counts shall be mutually agreed upon by March JPA and the master developer.

MM-TRAF-3. Meridian Parkway/Harmon Street/Van Buren Boulevard (#17)

The Project will implement the following improvements:

- Construct a second eastbound left turn lane
- Construct two new eastbound through lanes.

These improvements were implemented during the time this analysis was conducted.

MM-TRAF-4. Cactus Avenue

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Cactus Avenue is an east-west oriented roadway located between Building "Lot 1/2" and Building "Lot 3" of the Project. The Project applicant shall construct Cactus Avenue from the Project's western boundary to Meridian Parkway at its ultimate full-section width as a major arterial (110-foot right-of-way), in compliance with applicable March JPA's standards. Improvements along the Project's frontage shall be those required by final conditions of approval for the proposed Project and applicable March JPA standards.

The Project shall cul-de-sac Cactus Avenue at the western terminus; however, the future extension of Cactus Avenue provide a through connection to Alessandro Boulevard via an extension Cactus Avenue to San Gorgonio Drive.

The Project shall construct intersection improvements at Cactus Avenue/Meridian Parkway as identified in Figure 4.12-31, including and additional southbound right turn lane, eastbound lanes consisting of double left, double through and right turn lane with adequate turn pocket storage length. All other restriping and signal modification requirements shall be completed by the Project.

MM-TRAF-5. Street A

Street A is an east-west oriented roadway providing access to Building "Lot 1/2" and the mixed-use area of the Project. The Project applicant shall construct Street A from the western terminus (cul-de-sac) to Meridian Parkway at its ultimate full-section width as a local roadway (60-foot right-of-way), in compliance with applicable March JPA's standards. Improvements along the Project's frontage shall be those required by final conditions of approval for the proposed Project and applicable March JPA standards. A pork chop or similar design feature shall be required to restrict access to right-in right-out only at Street A.

MM-TRAF-6. Street B

Street B is an east-west oriented roadway providing access to Building "Lot 3" and Buildings "A" through "C" of the Project. The Project applicant shall construct Street B from the western terminus (cul-de-sac) to Meridian Parkway at its ultimate full-section width as a local roadway (60-foot right-of-way), in compliance with applicable March JPA's standards. Improvements along the Project's frontage shall be those required by final conditions of approval for the proposed Project and applicable March JPA standards. A pork chop or similar design feature shall be required to restrict access to right-in right-out only at Street B.

MM-TRAF-7. Cactus Bridge Over RCTC/BNSF Rail Line

Applicant shall pay a fair-share proportional fee for the widening of Cactus Avenue Bridge over the RCTC/BNSF rail bridge.

MM-TRAF-8. Village West Drive/Van Buren Boulevard (#11)

The Project shall pay its fair share towards the following improvements:

- Add a new third eastbound through lane
- Add a third westbound through lane

These improvements are included in the TUMF program.

MM-TRAF-9. Sycamore Canyon Boulevard/Alessandro Boulevard (#12)

The Project shall pay its fair share towards the following improvements:

- Add a second eastbound left turn lane
- Modify the traffic signal to implement overlap phasing on the eastbound and westbound right turn lanes

This mitigation measure also applies to General Plan Conditions.

MM-TRAF-10. Meridian Parkway/Cactus Avenue (#14)

The Project will construct the following improvements:

- Add a northbound left turn lane
- Add an eastbound left turn lane and shared through-right turn lane
- Add a westbound through lane
- Add a second southbound left turn lane
- Add a second eastbound through lane
- Add a second westbound left turn lane
- Modify the traffic signal to implement overlap phasing on the northbound and westbound right turn lanes

MM-TRAF-11. Meridian Parkway/Harmon Street/Van Buren Boulevard

The Project will pay its fair share towards the following improvements:

- Add an eastbound left turn lane
- Add third and fourth eastbound through lanes
- Restripe the northbound approach with a left turn lane and shared through-right turn land
- Add third and fourth westbound through lanes
- Modify the traffic signal to implement protected left turn phasing for the northbound and southbound approaches

With the exception of the signal modification, these improvements were implemented during the time this analysis was conducted. As such, there are no fair share payment requirements towards the improvements already constructed.

MM-TRAF-12. Old 215 Frontage Road/I-215 NB Ramps/Cactus Avenue (#24)

The Project will pay its fair share towards the following improvements:

- Add a second northbound left turn lane
- Add a third eastbound through lane
- Add a third westbound through lane
- Modify the traffic signal to implement protected left turn phasing on the northbound and southbound approaches

These improvements are included in the TUMF program.

MM-TRAF-13. Meridian Parkway/Cactus Avenue (#14)

The Project shall construct the following improvements prior to issuance of a building permit:

- Add a northbound left turn lane
- Add an eastbound left turn lane and shared through-right turn lane
- Add a westbound through lane

- Add a second southbound left turn lane
- Add a second eastbound through lane
- Add a second westbound left turn lane
- Modify the traffic signal to implement overlap phasing on the northbound and westbound right turn lanes
- Add a second northbound left turn lane
- Add a southbound right turn lane
- Add a second eastbound left run lane and eastbound right turn lane
- Add a second westbound through lane
- Modify the traffic signal to implement overlap phasing on the southbound and eastbound right turn lanes

MM-TRAF-14. Meridian Parkway/Harmon Street/Van Buren Boulevard (#17)

The Project shall pay its fair share towards the following improvements:

- Add second eastbound left turn lane
- Add third and fourth eastbound through lane
- Restripe the northbound approach with a left turn lane and shared through-right turn
- Add third and fourth westbound through lanes
- Modify the traffic signal to implement protected left turn phasing for the northbound and southbound approaches

MM-TRAF-15. Innovation Drive/Cactus Avenue (#18)

The Project will construct the following improvements:

- Add a third eastbound through lane
- Add a third westbound through lane

MM-TRAF-16. I-215 SB Ramps/Cactus Avenue (#21)

The Project will pay its fair share towards the following improvements included in the TUMF program:

- Add a third eastbound through lane
- Add second westbound left turn lane and third westbound through lane

MM-TRAF-17. Old 215 Frontage Road/I-215 NB Ramps/Cactus Avenue (#24)

The Project will pay its fair share towards the following improvements included in the TUMF program prior to issuance of building permits:

- Add a second northbound left turn lane
- Add a third eastbound through lane
- Add a third westbound through lane
- Modify the traffic signal to implement protected left turn phasing on the northbound and southbound approaches

MM-TRAF-18. I/215 NB Ramps/Alessandro Boulevard (#23)

The Project shall pay its fair share towards the following improvements:

- Add a second northbound left turn lane.

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

MM-TRAF-19. WRCOG TUMF Contribution

Prior to the issuance of building permits, the Project applicant shall participate in the WRCOG TUMF fee programs by paying the requisite fees at the time of building permit, in addition the Project's fair share amount of $15,528 for the improvements identified in Table 4.12-34 or as agreed to by the March JPA and Project applicant. This fair share payment should only be collected if the March JPA programs the improvements that the fair share contributions are intended to construct. The applicant shall construct intersection improvements at Cactus Avenue/Meridian Parkway and the widening of Cactus Avenue from Meridian Parkway to Innovation Drive.

MM-TRAF-20. City of Riverside Fee Contribution

There are 7 intersections that either share a mutual border with the City of Riverside or are wholly located within the City of Riverside's jurisdiction. Improvements have been recommended to these intersections that are not covered by payment of fees. The March JPA shall participate in a multi-jurisdictional effort with the City of Riverside to develop a study to identify fair share contribution funding sources attributable to and paid from private and public development to supplement other regional and State funding sources necessary to implement the improvements identified in the City of Riverside's jurisdiction. The applicant's fair-share amount for these intersections equals $10,314. The Project applicant shall be required to pay this amount to the March JPA prior to the issuance of the Project's final certificate of occupancy.

MM-TRAF-21. County of Riverside Fee Contribution

There are 5 intersections that either share a mutual border with the County of Riverside or are wholly located within the County of Riverside's jurisdiction. Improvements have been recommended to these intersections that are not covered by payment of fees. The March JPA shall participate in a multi-jurisdictional effort with the County of Riverside to develop a study to identify fair share contribution funding sources attributable to and paid from private and public development to supplement other regional and State funding sources necessary to implement the improvements that are located in the County of Riverside's jurisdiction. The applicant's fair-share amount for these intersections equals $2,653. The Project applicant shall be required to pay this amount to the March JPA prior to the issuance of the Project's final certificate of occupancy.

MM-TRAF-22. City of Moreno Valley Fee Contribution

There are 5 intersections that either shares a mutual border with the City of Moreno Valley or are wholly located within the City of Moreno Valley's jurisdiction. Improvements have been recommended to these intersections that are not covered by payment of fees. The March JPA shall participate in a multi-jurisdictional effort with the City of Moreno Valley to develop a study to identify fair share contribution funding sources attributable to and paid from private and public development to supplement other regional and State funding sources necessary to implement the improvements identified in the City of Moreno Valley's jurisdiction. The applicant's fair-share amount for these intersections equals $29,603. The Project applicant shall be required to pay this amount to the March JPA prior to the issuance of the Project's final certificate of occupancy.

MM-TRAF-23. Caltrans Fee Contribution

There are 4 intersections that either shares a mutual border with Caltrans or are wholly located within Caltrans' jurisdiction. Improvements have been recommended to these intersections that are not covered by payment of fees. The March JPA shall participate in a multi-jurisdictional effort with Caltrans to develop a study to identify fair share contribution funding sources attributable to and paid from private and public development to supplement other regional and State funding sources necessary to implement the improvements located in Caltrans' jurisdiction. The applicant's fair-share amount for these intersections equals $5,123. The Project applicant shall be required to pay this amount to the March JPA prior to the

		New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

issuance of the Project's final certificate of occupancy.

MM-TRAF-24. Construction Traffic Management Plan

A construction traffic management plan shall be prepared by the Project applicant prior to the issuance of grading permits. The traffic management plan shall outline feasible measures to be implemented for the duration of construction activities that would minimize, to the extent possible, construction traffic impacts on the surrounding roadway network. At a minimum, the plan shall address construction traffic and possible lane closures within the public rights-of-way and include provisions for construction times and control plans to allow motorist, bicyclist, pedestrian, and bus access throughout construction activities. The plan shall include provisions to ensure emergency vehicle passage at all times, and include signage and flagmen when necessary. The plan shall include provisions for coordinating with local school hours and emergency service providers regarding construction times. Specifically, the Plan shall also outline and instruct haul trucks to use the most direct route between the Project site and the I-215 Freeway via Alessandro Boulevard, Cactus Avenue, or Van Buren Boulevard. The Plan shall also make recommendations that, to the extent feasible, the export and import of construction materials and the delivery and removal of heavy equipment occur during off-peak hours in order to have a minimal traffic impact to the surrounding roadway network. The construction traffic management plan shall be reviewed and approved by March JPA prior to the start of Project grading.

MM-TRAF-25. Truck Turning Radii

According to the truck turning radius evaluation completed for the Project and included within the Traffic Impact Analysis report, the following recommended improvements shall be required:

- A minimum curb radius of 50-feet shall be provided at the northwest corner of Meridian Parkway and Street "A" in order to accommodate southbound turning trucks.
- A minimum curb radius of 50-feet shall be provided at the southeast corner of Meridian Parkway at Cactus Avenue to accommodate northbound turning trucks.
- A minimum curb radius of 50-feet shall be provided at the northwest corner of Meridian Parkway and Street "B" to accommodate southbound right turning trucks.

XVII.	TRIBAL CULTURAL RESOURCES – Would the project:					
a)	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☒	☐
i)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project was evaluated for tribal cultural resources and none were identified within the West Campus-Lower Plateau project area as either a result of the CHRIS records search or in consultation with California Native American Tribes.

March JPA mailed Senate Bill 18 and Assembly Bill 52 notices to applicable tribes. Based on Tribal responses, March JPA has entered into government-to-government consultation with the Pechanga Band of Luiseño Indians, Soboba Band of Luiseño Indians, Morongo Band of Mission Indians and Agua Caliente Band of Cahuilla Indians. Based on consultations with these tribes, monitoring of future ground disturbance would occur by Tribal monitors from the Pechanga, Soboba and Morongo Tribes, through the implementation of mitigation measure **MM-CUL-2**. To date, the Agua Caliente Tribe has not requested monitoring of ground disturbance activities. With the implementation of **MM-CUL-2** potential impacts to tribal cultural resources would be less than significant.

Proposed Project Analysis

a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

The proposed project site was evaluated for tribal cultural resources as part of the Originally Approved Project EIR and none were identified within the project area as either a result of the CHRIS records search or in consultation with California Native American Tribes. As such, no new or different impacts related to tribal cultural resources would occur beyond those identified in the Originally Approved Project EIR. No further analysis is required.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

No tribal cultural resources have been identified on the proposed project site. The lead agency, March JPA, has entered into government-to-government consultation with the Pechanga Band of Luiseño Indians, Soboba Band of Luiseño Indians, Morongo Band of Mission Indians and Agua Caliente Band of Cahuilla Indians. As a result of consultations, the proposed project would include implementation of **MM-CUL-2** which requires monitoring of ground disturbance by Tribal monitors from the Pechanga, Soboba and Morongo Tribes, consistent with the Previously Approved Project. As such, no new or different impacts related to tribal cultural resources would occur beyond those identified for the Originally Approved Project EIR. No further analysis is required.

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

Mitigation Measures

The Originally Approved Project incorporated **MM-CUL-2,** which would be applicable to the proposed project to reduce potential impacts related to tribal cultural resources (see full text of MM-CUL-2 in Section V. Cultural Resources). No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

XVIII.	UTILITIES AND SERVICE SYSTEMS -- Would the project:				
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

Water would be provided by the Western Municipal Water District (WMWD). Based on Draft Water Supply Assessment (WSA), prepared by WMWD for the Project, WMWD would have adequate water supplies to serve the West Campus-Lower Plateau project with the implementation of **MM-UTL-1** which would require implementation of the necessary conditions and approvals.

The Originally Approved Project was determined to be adequately served by the Riverside Water Quality Control Plant, which operates in compliance with the treatment and discharge requirements of the Santa Anna Regional Water Quality Control Board; impacts related to wastewater would be less than significant.

The Originally Approved Project included the construction of new stormwater facilities, which were evaluated as part of the Originally Approved Project and were determined to result in less than significant impacts.

The Originally Approved Project would be served by El Sobrante Landfill, Badlands Landfill, or the Lamb Canyon

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Landfill, which combined would have sufficient capacity for the project. Construction waste would be generated by the Originally Approved Project. Implementation of **MM-UTL-2** would require completion and submittal of a waste recycling plan per RCWMD regulations prior to issuance of building permits for the Project site. To further reduce waste generated by the Originally Approved Project, **MM-UTL-3** and **M-UTL-4** would be implemented. Mitigation measure **MM-UTL-5** would also be implemented to ensure proper recycling facilities are provided on the West Campus-Lower Plateau project site.

Proposed Project Analysis

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Water

The proposed project would be served by WMWD, consistent with the Originally Approved Project. Based on the Final Water Supply Assessment (WSA), prepared by WMWD for the Project, WMWD would have adequate water supplies to serve the Originally Approved Project, including the proposed project. Consistent with the implementation of **MM-UTL-1,** the applicant shall follow all conditions of approval specified in the WSA prior to the issuance of building permits. Therefore, water supplies would be adequate and no new or expanded water facilities would be required. With the implementation of **MM-UTL-1** impacts related to water facilities would be less than significant.

Wastewater

The proposed project would be served by the Riverside Water Quality Control Plant, which operates in compliance with the treatment and discharge requirements of the Santa Anna Regional Water Quality Control Board. The Riverside Water Quality Control Plant would have adequate water supply for the Originally Approved Project, including the water demands of the proposed project site. Consistent with the Originally Approved Project EIR, impacts related to the need for new or expanded wastewater facilities would be less than significant.

Stormwater

The proposed project would include the development of stormwater facilities to collect and convey stormwater to the existing stormwater facilities offsite. The Originally Approved Project included the evaluation of new stormwater facilities, including on the Project site, which were determined to result in less than significant impacts to existing stormwater infrastructure. Consistent with the Originally Approved Project EIR, impacts related to the need for new or expanded stormwater facilities would be less than significant.

Electric/Natural Gas/Telecommunications

Electric power would be provided to the project site by Southern California Edison (SCE), gas would be provided by Southern California Gas, and telecommunications would be provided by Verizon. Power, gas and telecommunications connections would be extended from existing infrastructure in the project area and would be installed underground. Consistent with the Originally Approved Project EIR, impacts related to the need for new or expanded stormwater facilities would be less than significant.

As such, no new or more severe impacts related to new or expanded utility infrastructure would occur beyond that which was identified for the Originally Approved Project. No further analysis is required.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

The Final WSA, prepared by WMWD for the Originally Approved Project, evaluated WMWD's projected water supplies over a 20-year Originally Approved Project and determined WMWD would have sufficient water supply for the project demand during normal, dry, and multiple dry years. The proposed project would have similar water uses as assumed in the

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

Originally Approved Project analysis, primarily employee water use and water for landscaping. The proposed industrial warehouse would be anticipated to have fewer employees on-site than mixed-use or business park uses; therefore, the Proposed Project would be anticipated to have less water demand due to employee uses. In addition, the proposed project would utilize recycled water for landscaping purposes, reducing demand on potable water sources. With the implementation of **MM-UTL-1,** which would require implementation of the necessary conditions and approvals, the proposed project would have a less than significant impact on sufficient water supplies, consistent with the Originally Approved Project. As such, no new or more severe impacts related to sufficient water supplies would occur beyond that which was identified for the Originally Approved Project. No further analysis is required.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Wastewater services would be provided by WMWD for the proposed project. Wastewater would be treated by the Riverside Water Quality Control Plant, which recently was expanded to handle a capacity of 46 million gallons per day. This would be sufficient capacity for the proposed project, which would be anticipated to contribute less than 1% of the capacity, consistent with the Originally Approved Project. As such, no new or more severe impacts related to wastewater treatment capacity would occur beyond that which was identified for the Originally Approved Project. No further analysis is required.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

The proposed project would be served by El Sobrante Landfill, Badlands Landfill, or the Lamb Canyon Landfill, which combined would have sufficient capacity for the project. Construction waste would also be generated by the proposed project. Implementation of **MM-UTL-2** would require completion and submittal of a waste recycling plan per RCWMD regulations prior to issuance of building permits for the project site. To further reduce waste generated by the proposed project, **MM-UTL-3** and **M-UTL-4** would be implemented, consistent with the Originally Approved Project. Mitigation measure **MM-UTL-5** would also be implemented to ensure proper recycling facilities are provided on the project site. As such, no new or more severe impacts related to solid waste capacity and solid waste reduction goals would occur beyond that which was identified for the Originally Approved Project. No further analysis is required.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

During both construction and operation of the proposed project, the project would comply with all state and local statutes or regulations related to solid waste generation, storage, and disposal, including the California Integrated Waste Management Act as amended. There are no federal regulations or statutes related to solid waste that apply to the proposed project. With implementation of **MM-UTL-2** and **MM-UTL-5,** which would ensure the preparation and approval of waste recycling plans, impacts be less than significant. As such, no new or more severe impacts related to applicable federal, state, and local regulations related to solid waste would occur beyond that which was identified for the Originally Approved Project EIR. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-UTL-1** through **MM-UTL-5,** which would be applicable to the proposed project to reduce potential impacts related to utilities. No new mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

MM-UTL-1. WMWD Conditions of Approval

Prior to issuance of building permits, the applicant shall follow the conditions of approval specified in the Water Supply Assessment expected to be shortly adopted by the WMWD. The conditions of approval include:

1. The Applicant shall meet with WMWD to determine if the proposed Project should include the construction of on-site and off-site water facilities as needed near the Project area.

New Potentially Significant Impact	New Mitigation is Required	No Impact/No Impact	New Reduced Impact

2. The Applicant shall promptly pay all applicable fees and charges as specified in WMWD's Rules and Regulations Governing Water Service and Water Users, Water Rate Schedules and Water Rate Schedules by Service Area, Cost Recovery charges and connection and Added Facilities Charges and Fees.
3. The Applicant shall ensure that all landscape plans are compliant with applicable requirements. In WMWD's area, those requirements may include, but are not limited to, landscape ordinances of the County of Riverside (Water Efficient Landscape Requirements Ordinance No. 859), City of Riverside (Municipal Code 19.570), City of Murrieta (Ordinance 443-10), and March JPA Ordinance No. JP 09-05 (Water Efficient Landscape Ordinance).
4. The Applicant shall be required to plan and install water efficient devices and landscaping in accordance with applicable ordinances and requirements.
5. The Applicant shall use recycled water for landscaped areas. The proposed Project is located near existing recycled water distribution infrastructure on Cactus Avenue and the Applicant shall be required to use recycled water for landscaped areas.
6. If WMWD deems it necessary, the Applicant shall develop a specific plan of service for the proposed Project and coordination of land use decisions and water supply planning with WMWD to ensure sufficient and reliable water supply for WMWD's existing and future uses. Thereby, if WMWD adopts and implement rules, regulations, policies and procedures within its authority that may apply to the proposed Project, they will be implemented.
7. The proposed Project shall be subject to any special or additional requirements imposed by MWD or WMWD on water deliveries, including increased pricing or a different pricing structure.
8. Prior to certificate of occupancy, the Applicant shall demonstrate the proposed Project complies with all provisions within the March Joint Powers Authority Ordinance No. JP 09-05 (Water Efficient Landscape Ordinance) including but not limited to:
    - Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.71.
    - All irrigation systems shall be designed to prevent runoff, over-spray, low head drainage, and other similar conditions where water flows off-site on to adjacent property, non-irrigated areas, walk, roadways, or structures. Irrigation systems shall be designed, constructed, installed, managed, and maintained to achieve as high an overall efficiency as possible.
    - Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions unless the use of the property would otherwise prohibit use of a timer.

MM-UTL-2. Construction Waste Recycling Plan and Waste Recycling Report

Prior to issuance of building permits, the applicant shall complete a Construction Waste Recycling Plan and submit the plan to the Riverside County Waste Management Department (RCWMD) for approval. The plan shall identify and estimate the materials to be recycled during construction activities and shall specify where and how the recyclable materials will be stored on the site. Compliance with the plan will be a requirement in all construction contracts. The RCWMD-approved plan shall be attached to all construction plans and distributed to all construction contractors. Once construction is complete, the applicant shall prepare a Waste Recycling Report that demonstrates that the Project recycled a minimum of 50% of its construction and demolition waste. The waste recycling report shall be submitted to and approved by the RCWMD prior to issuance of occupancy permits.

MM-UTL-3. Use of Mulch and/or Compost

The use of mulch and/or compost shall be utilized in the development and maintenance of all landscaped areas within the project. Green waste shall be recycled through either on-site composting of grass (i.e., leaving the grass clippings on the lawn) or sending separated green waste to a composting facility.

MM-UTL-4. Drought-Tolerant Vegetation

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

The project shall utilize xeriscaping and drought tolerant low maintenance vegetation in all landscaped areas of the Project site.

MM-UTL-5. RCWMD Approval of Building Plans

Prior to issuance of building permits, the Applicant shall submit building plans to the RCWMD and obtain approval from the RCWMD for compliance with the Riverside County Design Guidelines for Refuse and Recyclables Collection and Loading Areas, which include specifications for recyclable storage space, location and access, signage, protection and security, compatibility, and overall compliance with federal, state, and local laws.

XIX.	WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	☐	☐	☒	☐
a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

Since the adoption of the Originally Approved Project EIR, the CEQA Guidelines has added a new topic area for impacts related to wildfire. Although not a CEQA consideration at the time, the EIR analyzed the Originally Approved Project's potential impacts related to fire hazard and risk from exposure to people or structures to a significant loss, injury, or death as well as impacts to emergency access. The Originally Approved Project EIR determined the project would result in less than significant impacts.

Proposed Project Analysis

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

The proposed project site is mapped within a Local Responsibility Area and is not located within a Fire Hazard Severity Zone (CalFire 2022). The proposed project would include the development of two driveways to provide access to the

project site. Per the County of Riverside Fire Prevention Standard No. 06-05 (2007 California Fire Code, Chapter 5, Section 503), all development requires fire access roads. The proposed project includes a 40-foot driveway to serve as fire access. In order to ensure the project site would be accessible to emergency response vehicles, mitigation measure **MM-TRAF-25** would be implemented, consistent with the Originally Approved Project EIR. Additionally, the proposed site plan would be reviewed and approved by the March JPA, police, and fire department during plan review to ensure emergency access would be provided to the project site and the proposed development would not interfere with emergency access to the vicinity, consistent with the Originally Approved Project. As such, no new or different impacts related to impairment of an adopted emergency response or evacuation plan would occur beyond those identified for the Originally Approved Project. No further analysis is required.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The project site is mapped within a Local Responsibility Area and is not located within a Fire Hazard Severity Zone (CalFire 2022). The project site is mass-graded and does not contain slopes or other features that may exacerbate fire risk. The project site is surrounded by development to the west, south, and east, but is bordered by open space to the north which does contain vegetation that could be fuel for wildfires. County of Riverside Ordinance No. 695 requires hazardous vegetation abatement within 100 feet of an unimproved parcel adjacent to a roadway or 100 feet of a structure on an improved parcel adjacent to an unimproved parcel. Compliance with this ordinance would reduce the potential risks associated with pollutant concentrations or uncontrolled spread of wildfire. As such, no new or different impacts related to exposing project occupants to pollutant concentrations or uncontrolled spread wildfire would occur beyond those identified for the Originally Approved Project. No further analysis is required.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

The project site is mapped within a Local Responsibility Area and is not located within a Fire Hazard Severity Zone (CalFire 2022). The proposed project would not install new infrastructure that would exacerbate fire risk or result in impacts to the environment. The proposed project would include the extension of the electric, natural gas, telecommunications, water, and wastewater utilities from the existing available utilities to the project site through underground conduit. The potential environmental impacts of installing these utilities are evaluated as part of the project throughout this analysis. No roads, fuel lines or emergency water sources would be constructed. As such, no new or different impacts related to installation or maintenance of associated infrastructure would occur beyond those identified for the Originally Approved Project. No further analysis is required.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The project site is mapped within a Local Responsibility Area and is not located within a Fire Hazard Severity Zone (CalFire 2022). In addition, the proposed project is not located within a sloped area, or area mapped as susceptible to flood or landslide conditions. The project site is mass graded, and the majority of the project site would be developed with a warehouse facility, paved parking areas and truck court, and landscaped areas. The proposed project would not result in significant changes to runoff or drainage conditions onsite. Thus, the proposed project would not result in impacts related to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. As such, no new or different impacts related to exposure of people or structures to significant risks, as a result of runoff, post-fire slope instability, or drainage changes, would occur beyond those identified for the Originally Approved Project. No further analysis is required.

Mitigation Measures

The Originally Approved Project incorporated **MM-TRAF-25,** which would be applicable to the proposed project to reduce potential impacts related to wildfire (see the full mitigation measure listed in Section XVI. Transportation). No new

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

mitigation or revisions to existing mitigation from the Originally Approved Project would be required as a result of the proposed project.

XX. MANDATORY FINDINGS OF SIGNIFICANCE - -

a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)	☐	☐	☒	☐
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Originally Approved Project EIR General Discussion

The Originally Approved Project EIR determined the project would result in less than significant impacts to agricultural resources, mineral resources, population/housing, recreation, public services, and energy. The Originally Approved Project EIR determined the project would result in less than significant impacts with mitigation incorporated to aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use, and noise. The Originally Approved Project EIR determined the project would result in significant and unavoidable impacts to air quality, greenhouse gas emissions, and transportation and traffic.

The Originally Approved Project EIR would result in cumulatively considerable impacts to air quality, greenhouse gas emissions, and transportation and traffic.

Proposed Project Analysis

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Similar to the Originally Approved Project, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below

New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact

self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. As described within this Environmental Checklist, the proposed project would occur within a mass graded site in the West Campus surrounded by consistent industrial and business park uses. The proposed project would result in less than significant impacts with mitigation incorporated for biological, cultural, and tribal cultural resources. As such, no new or different impacts to biological, cultural, or tribal cultural resources would occur than those previously identified in past environmental documents prepared for the Originally Approved Project. No further analysis is required.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)

Similar to the Originally Approved Project, the proposed project would not result in a new or more severe cumulatively significant impact as there are no new impacts beyond those identified in past environmental documents prepared for the Originally Approved Project. As such, no further analysis is required.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Similar to the Originally Approved Project, the proposed project could have environmental effects which will cause substantial adverse effects on human beings related to air quality, greenhouse gas emissions, and transportation. However, as outlined within this document, the proposed project would not degrade the environment in a manner different or greater than what was previously discussed and analyzed in previous environmental documents prepared for the Originally Approved Project. As such, no further analysis is required.

REFERENCES

California Department of Conservation (DOC). 2015. Fault Activity Map of California. Available: https://maps.conservation.ca.gov/cgs/fam/. Accessed: March 20, 2022.

California Department of Forestry and Fire Protection (CalFire). 2022. Fire Hazard Severity Zone Viewer. Available: https://egis.fire.ca.gov/FHSZ/. Accessed: March 13, 2022.

California Department of Toxic Substance Control (DTSC). 2022. EnviroStor Database search. Available: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=March+AFB. Accessed: March 20, 2022.

March Joint Powers Authority (JPA). 2017. Final Meridian West Campus-Lower Plateau Project Environmental Impact Report (EIR). October 2017.

March JPA. 2016. Initial Study for the Proposed Meridian West Campus-Lower Plateau Project Environmental Impact Report in the March Joint Powers Authority Land Use Jurisdiction, Unincorporated Riverside County, California. June 2016.

March JPA. 1999a. General Plan of the March Joint Powers Authority. 1999.

March JPA. 1999b. General Plan of the March Joint Powers Authority Master EIR. 1999.

Regional Water Quality Control Board (RWQCB). 2022. Geotracker Database search. Available: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=March+AFB. Accessed: March 20, 2022.

Riverside County Airport Land Use Commission. 2014. March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. November 2014.

EXHIBIT B

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

Project Description

Plan Set:
Site Plan, Fence Plan, Floor & Roof Plan, Building Elevations,
Color/Material Board, Conceptual Landscape Plan Conceptual Grading Plan,
Conceptual Utility Plan

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

Project Description

Project Description:

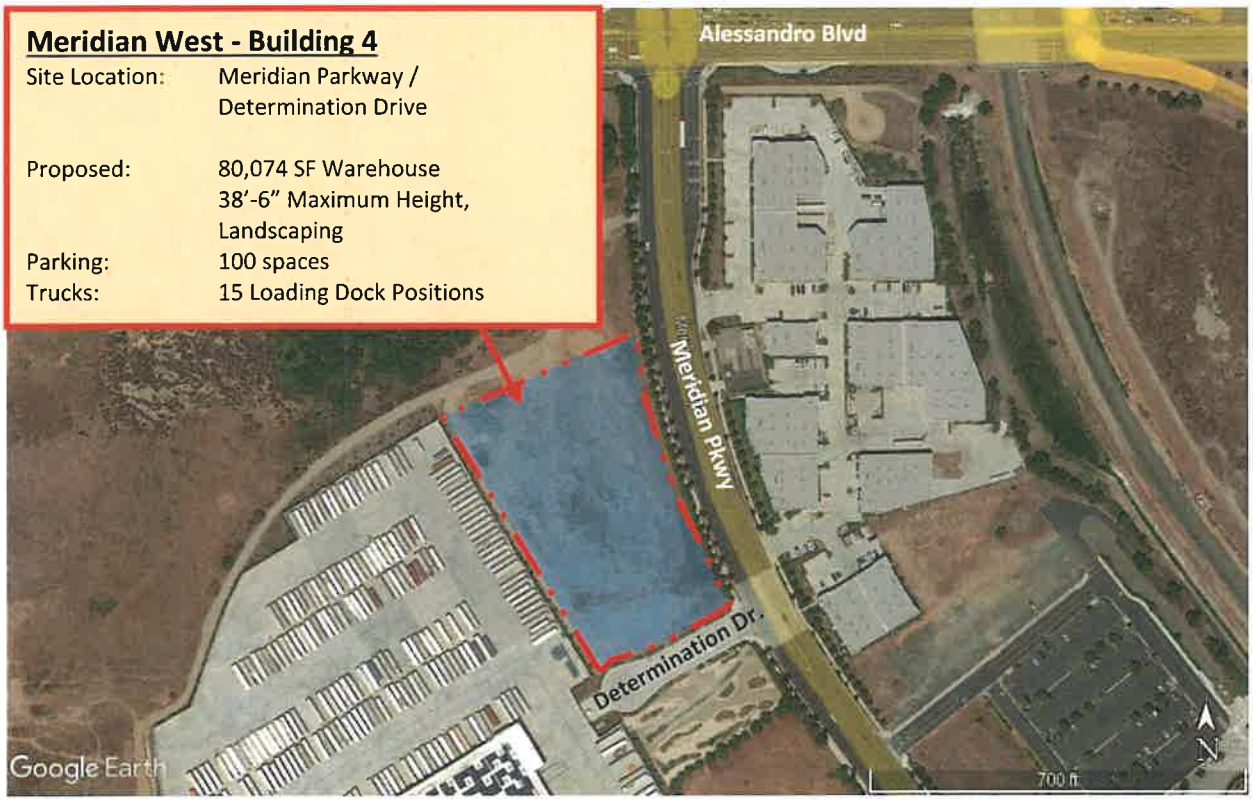
Meridian West – Building 4 Project

The applicant is requesting Plot Plan approval to build 80,100 square feet new industrial warehouse on an approximately 4.55-acre site (Lot 1 of Tract No. 37107) which is located within the broader 130-acre Meridian West Campus Lower Plateau Project Area. The proposed development is being referred to as Meridian West – Building 4. The Meridian West Lower Plateau Project EIR, PP16-04 and VTTM 37107, was approved on October 25, 2017, for a total building development of 1,845,000 square feet of industrial/warehouse, 362,000 square feet of industrial/business park development and 66,000 square feet of mixed user and retail development.

The project site was analyzed within the Meridian West Lower Plateau Project EIR but was not processed as part of the Master Plot Plan. The project site is currently vacant land, while the westerly and southerly industrial parcels have been fully constructed *(Building 1 is 889,445 square feet, Building 2 is 620,016 square feet, Building 3 is 119,278 square feet, Building 4 is 105,960 square feet, and Building 5 is 150,040 square feet).*

Project Location / Project Site

The approximately 4.55-acre project site is north of Determination Drive and west of Meridian Parkway.



Project Design:

The project site would be developed with an approximately 80,074 square foot industrial warehouse building, with approximately 3,020 square feet of office space and no mezzanine space. The maximum building height would be approximately 38'-6" feet above existing grade with architectural elements extending up to 42 feet above existing grade. Primary employee vehicle parking would be provided in the parking lot located immediately south of the building, north of Determination Drive with limited parking off Meridian Parkway,

for a total of 100 auto parking stalls. In addition, the building will include one grade level loading door along with 15 loading dock doors. The project will also include landscaping. One additional feature to the proposed project is a traffic diverter to be added to the northern most driveway on Meridian Parkway. The diverter will allow right-in/right out movements for trucks and passenger vehicles, restricting left turns to oncoming northbound traffic. The diverter will allow left turn movement for trucks and passenger vehicles from Meridian Parkway northbound traffic.

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

Plan Set:
Site Plan, Fence Plan, Floor & Roof Plan, Building Elevations
Color/Material Board, Conceptual Landscape Plan Conceptual Grading Plan,
Conceptual Utility Plan

9 (1) 201

STANDARD JPA NOTES

1. ALL NUMBERED NOTES WITH (PM) SHALL APPLY TO PARCEL MAPS AND ALL NUMBERED NOTES WITH (TM) SHALL APPLY TO TENTATIVE MAPS.

2. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.

3. ALL LANDSCAPING AND IRRIGATION SHALL BE INSTALLED ACCORDING TO APPROVED PLANS. LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND SHALL BE REPLACED WHEN NECESSARY.

4. ALL BACK OR FRONT FLOW PREVENTION DEVICES SHALL BE SCREENED FROM PUBLIC VIEW BY LANDSCAPING AND LOCATED AS CLOSE AS PRACTICAL TO THE BACK FLOW PREVENTION DEVICE. BACK FLOW PREVENTION DEVICES SHALL BE PLACED IN A MANNER THAT DOES NOT INTERFERE WITH PEDESTRIAN TRAFFIC.

5. ALL LIGHTING SHALL BE DIRECTED SUCH THAT MAXIMUM FOOTCANDLE AT PROPERTY LINES SHALL NOT EXCEED 0.5 FOOTCANDLE AT THE PROPERTY LINE.

6. FULL SCREENING OF ALL ROOF-MOUNTED EQUIPMENT FROM ADJACENT BUILDINGS AND STREETS SHALL BE ACCOMPLISHED BY INCORPORATING ALL EQUIPMENT WITHIN ROOF STRUCTURES, OR BY SCREENING WALLS, OR BY A COMBINATION OF THESE TECHNIQUES.

7. ALL SIGNS SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 17.148 OF THE MORENO VALLEY MUNICIPAL CODE, AND SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE PLANNING DIVISION PRIOR TO INSTALLATION.

8. ALL TRASH ENCLOSURES SHALL BE LOCATED AT LEAST 40 FEET AWAY FROM RESIDENTIALLY ZONED PROPERTY LINES. TRASH ENCLOSURES SHALL NOT OPEN TOWARD RESIDENTIAL AREAS. TRASH ENCLOSURES SHALL PROVIDE A LOCATION FOR RECYCLING BINS. ENCLOSURES SHALL BE CONSTRUCTED OF MASONRY WITH SOLID METAL DOORS. TRASH ENCLOSURE GATE SHALL BE LOCATED A MINIMUM OF 80 FEET FROM THE STREET.

9. ARCHITECTURAL CONTROL APPROVAL SHALL BE OBTAINED FOR ALL SIGNS, WALLS, FENCES, AND OTHER ACCESSORY STRUCTURES AND FEATURES ASSOCIATED WITH THE PROJECT. ALL SUCH STRUCTURES AND FEATURES SHALL BE CONSTRUCTED OF MATERIALS COMPATIBLE WITH THE PRIMARY BUILDING(S) ON THE SITE.

10. ALL PUBLIC STREET IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S MOST CURRENT ADOPTED STANDARDS AND SPECIFICATIONS.

11. ALL LANDSCAPING SHALL BE MAINTAINED IN A MANNER WHICH IS COMPATIBLE WITH THE MORENO VALLEY MUNICIPAL CODE AND THE MORENO VALLEY MASTER PLAN OF TRAILS. THE FOLLOWING ACTIVITIES SHALL BE PROHIBITED:

A. ANY USE WHICH INCLUDES DIRECT ACCESS TO ANY PUBLIC OR PRIVATE AIRPORT OR AIRPORT RUNWAY EXCEPT WITH EXPRESS WRITTEN APPROVAL FROM THE CITY AND APPROPRIATE AIRPORT AUTHORITIES.

B. ANY USE WHICH REQUIRES, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION OR MAINTENANCE OF AIRPORT FACILITIES OR THE ESTABLISHMENT OF AIRPORT FLIGHT PATTERNS WITHIN THE JURISDICTION OF AN AIRPORT AUTHORITY OR PUBLIC AGENCY WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE AIRPORT AUTHORITY OR PUBLIC AGENCY HAVING JURISDICTION OVER THE AIRPORT.

C. ANY USE WHICH REQUIRES, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION OR MAINTENANCE OF AIRPORT FACILITIES OR THE ESTABLISHMENT OF AIRPORT FLIGHT PATTERNS WITHIN THE JURISDICTION OF AN AIRPORT AUTHORITY OR PUBLIC AGENCY HAVING JURISDICTION OVER THE AIRPORT, EXCEPT AS EXPRESSLY PERMITTED BY AN APPROVED AIRPORT LAND USE COMPATIBILITY PLAN OR OTHERWISE APPROVED BY THE AIRPORT AUTHORITY OR PUBLIC AGENCY HAVING JURISDICTION OVER THE AIRPORT.

D. ANY USE WHICH HAS THE POTENTIAL TO ATTRACT BIRDS OR WILDLIFE TO THE AIRPORT, INCLUDING BUT NOT LIMITED TO LANDSCAPING UTILIZING FRUIT OR BERRY PRODUCING TREES OR VEGETATION, WATER DISPLAYS, OR WETLANDS.

E. ANY USE WHICH CAUSES SUNLIGHT TO BE REFLECTED TOWARDS AN AIRCRAFT ENGAGED IN AN AIRPORT APPROACH OVER THE PROPERTY.

F. ANY USE WHICH GENERATES SMOKE OR WATER VAPOR OR EXHIBITS OPEN FLAMES WHICH MAY BE HAZARDOUS TO THE OPERATION OF AIRCRAFT AND AIRPORT MAINTENANCE.

G. BUILDINGS WITHIN THE NORTHERN COMMERCIAL INDUSTRIAL AREA SHALL NOT EXCEED 60 FEET IN HEIGHT.

H. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL OBTAIN APPROVAL OF A FINAL BUILDING INSPECTION FROM THE BUILDING DIVISION. THE BUILDING SHALL COMPLY WITH ALL CONDITIONS OF APPROVAL AND ALL ORDINANCES, GUIDELINES AND STANDARDS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.

I. PRIOR TO ISSUANCE OF THE GRADING PERMIT, A FINAL PROJECT WATER QUALITY MITIGATION PLAN (WQMP) SHALL BE APPROVED BY THE CITY ENGINEER.

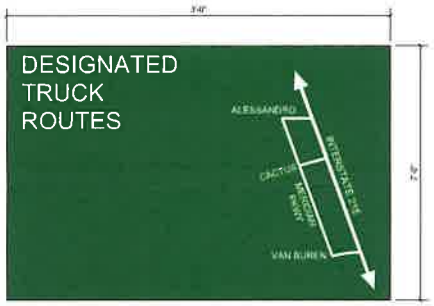
J. PRIOR TO ISSUANCE OF THE BUILDING PERMIT, A FINAL PROJECT WATER QUALITY MITIGATION PLAN (WQMP) SHALL BE APPROVED BY THE CITY ENGINEER.

K. ALL ON-SITE AND OFF-SITE PAVING, PARKING LOT LIGHTING, AND LANDSCAPING SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.

L. ALL ON-SITE AND OFF-SITE IMPROVEMENTS SHALL BE COMPLETED AS REQUIRED BY THE CITY ENGINEER.

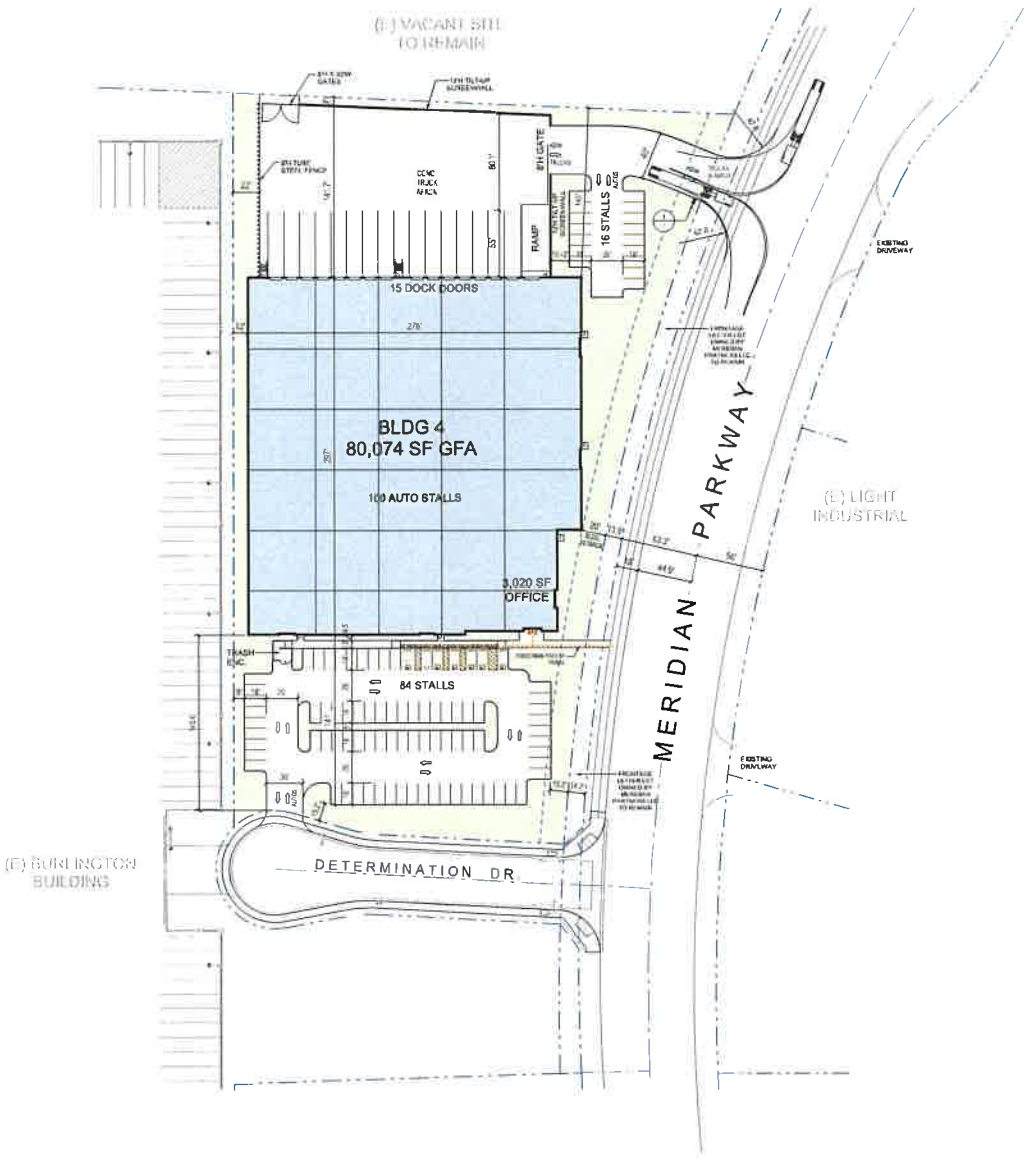
M. PRIOR TO ISSUANCE OF THE BUILDING PERMIT, ALL DEVELOPMENT IMPACT FEES SHALL BE PAID IN ACCORDANCE WITH THE CITY'S DEVELOPMENT IMPACT FEE ORDINANCE.

N. IF ANY ARCHAEOLOGICAL OR PALEONTOLOGICAL RESOURCES ARE DISCOVERED DURING GRADING OR CONSTRUCTION, ALL CONSTRUCTION WITHIN 50 FEET OF THE DISCOVERY SHALL BE HALTED AND THE CITY SHALL BE NOTIFIED IMMEDIATELY. A QUALIFIED ARCHAEOLOGIST OR PALEONTOLOGIST SHALL BE CONSULTED TO EVALUATE THE SIGNIFICANCE OF THE DISCOVERY AND RECOMMEND APPROPRIATE MITIGATION MEASURES. ALL MITIGATION SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE CITY'S GENERAL PLAN AND APPLICABLE LAWS.



2'-0" X 3'-0" X 0.080" ALUMINUM PANEL LAMINATED GREEN HP VINYL WITH WHITE HP VINYL COPY AND GRAPHICS. PANELS TO THEN BE COATED WITH ANTI GRAFFITI SHEETING. PANEL TO COME WITH MINIMUM A 2/3/8" GALVANIZED POST AND MOUNTING HARDWARE. PROVIDE SHOP DRAWING TO ARCHITECT AND MJPA FOR APPROVAL PRIOR TO FABRICATION.

TRUCK ROUTE SIGN — 1



PROJECT DATA

SITE AREA	199,738 SF 4.65 AC (1 AC MIN.)
SETBACKS:	
FRONT (MERIDIAN PKWY)	20' (20' MIN.)
REAR	12' (3' MIN.)
NORTH SIDE	140' (3' MIN.)
SOUTH SIDE (DETERMINATION DR.)	145.4' (20' MIN.)
ALLOWABLE HEIGHT:	
BASIC ALLOWABLE	35'
10% INCREASE IN MAX. ALLOWABLE	38'-6"
PROPOSED BUILDING HEIGHT	38'-6"
PROPOSED TOWER ELEMENT AT CORNER	42'-0"
BUILDING AREA:	
FOOTPRINT	80,074 SF
MEZZANINE	0 SF
TOTAL BUILDING AREA:	80,074 SF
COVERAGE	40.09 %
FAR:	.403
PARKING REQUIRED:	
3,020 SF OFFICE @ 3.3/1000	10 STALLS
0 - 50,000 SF @ 1/1000	50 STALLS
50,001 - 200,000 SF @ 0.5/1000	9 STALLS
TOTAL STALLS REQUIRED	69 STALLS
AUTO PARKING PROVIDED	
STANDARD STALLS	85 STALLS
CARPOOL / EV STALLS (10%)	10 STALLS
ACCESSIBLE STALLS	5 STALLS
TOTAL STALLS PROVIDED	100 STALLS
LOADING DOCK POSITIONS	15 DOCKS
GRADE DOOR POSITIONS	1 DOORS
TRUCK TRAILER STALLS 12'X53'	0 STALLS
BIKE PARKING:	
REQUIRED @ 1/20 AUTO STALLS	6
PROVIDED	6
LANDSCAPE AREA REQUIRED @ 10%	19,825 SF
LANDSCAPE AREA PROVIDED	50,010 SF 25.0 %

GENERAL PROJECT INFORMATION:

ZONE	BPX - MARCH JPA DEVELOPMENT CODE
ASSESSOR PARCEL NUMBERS	[illegible]
LEGAL DESCRIPTION	LOT 1 OF TRACT NO. 37767 AS SHOWN BY MAP ON FILE IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
PLANNING CASE NUMBERS	PP24-01

CODE ANALYSIS:

CONSTRUCTION TYPE:	TYPE II-B
FIRE SPRINKLERS	FULLY SPRINKLERED - NFPA
AREA JUSTIFICATION:	
SECTIONS	(4, 40' = 40' SQ YARDS
ALLOWABLE AREA	UNLIMITED AREA - SECTION 507.3
ALLOW HEIGHT	60' / 3S' / #1 FEET - SECTION 504.3
PROPOSED HEIGHT	42'-0"

UTILITY PROVIDERS

ELECTRICAL	EDISON
WATER/SEWER	WESTERN MUNICIPAL WATER DISTRICT
TELEPHONE	VERIZON
GAS	SOUTHERN CALIFORNIA GAS

VICINITY MAP

SCALE: 1" = 40'-0"

6

RGA
Rogers Architectural Design
[illegible]

SEEFRIED INDUSTRIAL PROPERTIES

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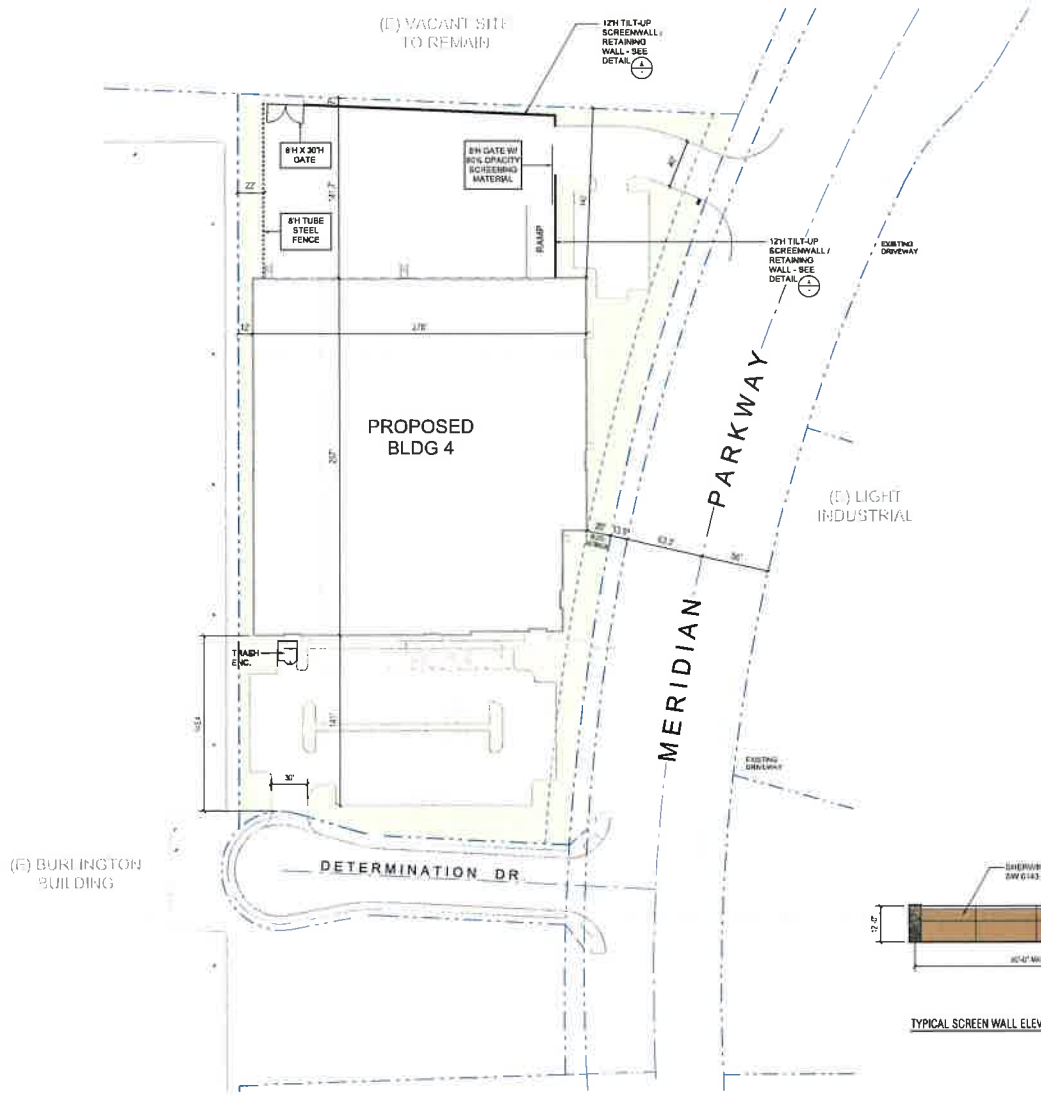
El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8763
www.seefriedindustrialproperties.com

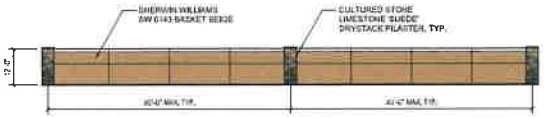
MERIDIAN
WEST CAMPUS - BUILDING 4
MERIDIAN PARK LLC

03	9/22/25	PLOT PLAN FINANCE SUBMITTAL
02	8/18/25	PLOT PLAN FINANCE SUBMITTAL
01	8/12/25	PLOT PLAN FINANCE SUBMITTAL
00	7/25/25	PLOT PLAN FINANCE SUBMITTAL
03	7/15/25	PP APPLICATION SET PLANS
02	12/19/24	SCHEMATIC SET PLANS
MARK	DATE	DESCRIPTION

RGA PROJECT NO.	2124.03
DRAWING NAME	2124-A1-01
DRAWN BY	EB
CHECKED BY	EB
COPYRIGHT RGA, OWNER OF ARCHITECTURAL DRAWING	
SHEET TITLE	

A1-01





TYPICAL SCREEN WALL ELEVATION (A)

SCALE: 1" = 40'-0"

RGA

SEEFRIED INDUSTRIAL PROPERTIES

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El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8761

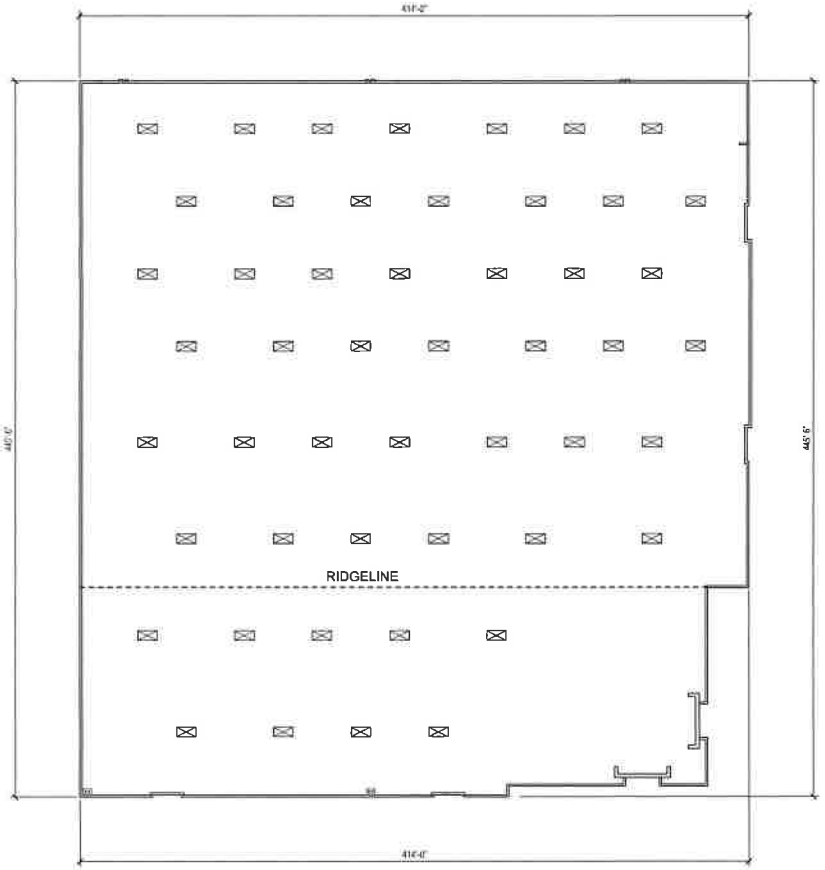
MERIDIAN

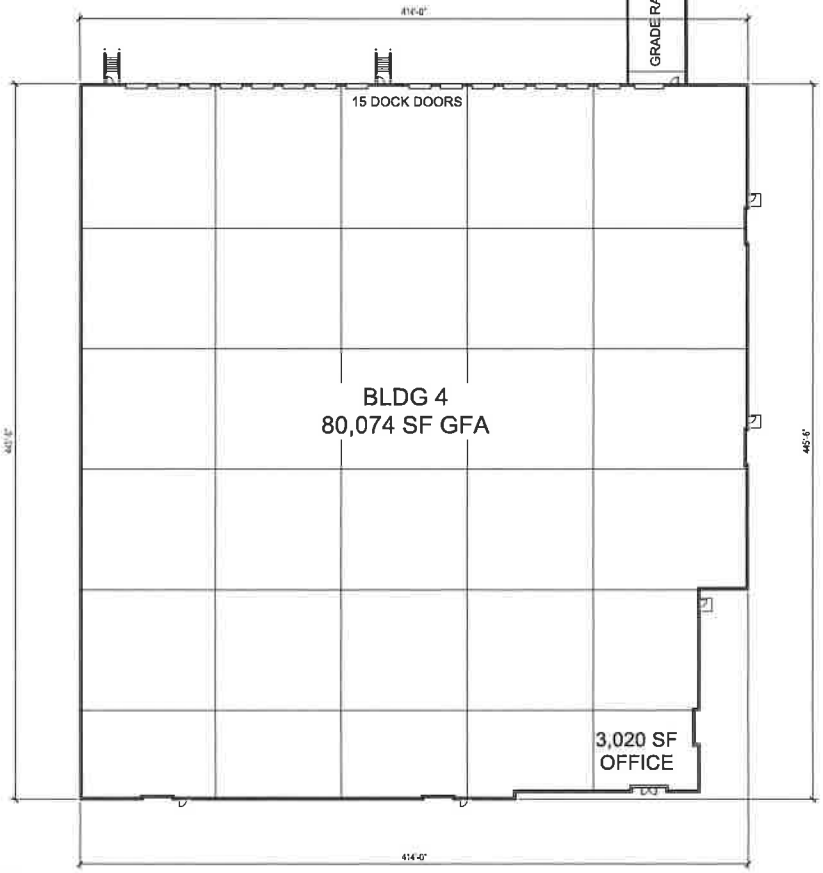
WEST CAMPUS - BUILDING 4 - FENCE PLAN

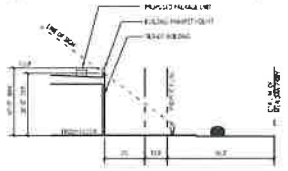
MERIDIAN PARK LLC

10	8/29/22	PLOT PLAN PACKAGE SUBMITTAL
9.3	4/25/22	PLOT PLAN PACKAGE SUBMITTAL
9.2	1/25/22	PLOT PLAN PACKAGE SUBMITTAL
9.1	12/2021	BUILDING SET PLAN
NUM	DATE	DESCRIPTION

A1-02







TYPICAL EQUIPMENT SCREEN LINE OF SIGHT

RGA

SEEFRIED INDUSTRIAL PROPERTIES

Scott Irwin
Senior Vice President – Southern California
SEEFRIED INDUSTRIAL PROPERTIES, INC
2301 Rosecrans Avenue, Suite B155
El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8761

MERIDIAN

WEST CAMPUS - BUILDING 4

MERIDIAN PARK LLC

03	8/22/23	PLOT PLAN PACKAGE SUBMITTAL
02	8/10/23	PLOT PLAN PACKAGE SUBMITTAL
01	6/30/23	PLOT PLAN PACKAGE SUBMITTAL
00	1/26/23	PLOT PLAN PACKAGE SUBMITTAL
MARK	DATE	DESCRIPTION

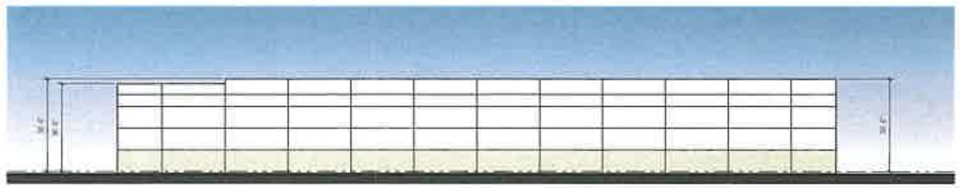
FLOOR & ROOF PLAN

A2-01

FINISH SCHEDULE

1. FIELD COLOR: SHERWIN WILLIAMS [illegible] ULTRA WHITE
2. ACCENT COLOR: SHERWIN WILLIAMS [illegible] GREY
3. ACCENT COLOR: SHERWIN WILLIAMS [illegible] GREY
4. BASE COLOR: SHERWIN WILLIAMS [illegible] ATTITUDE GREY
5. GLAZING: [illegible] MAXIMUM ALLOWABLE REFLECTANCE OF GLASS SHALL BE 25%

NORTH ELEVATION



WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

SCALE: 1" = 20'-0"

RGA

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Senior Vice President – Southern California
SEEFRIED INDUSTRIAL PROPERTIES, INC.
2301 Rosecrans Avenue, Suite 3165
El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8761

MERIDIAN

WEST CAMPUS - BUILDING 4

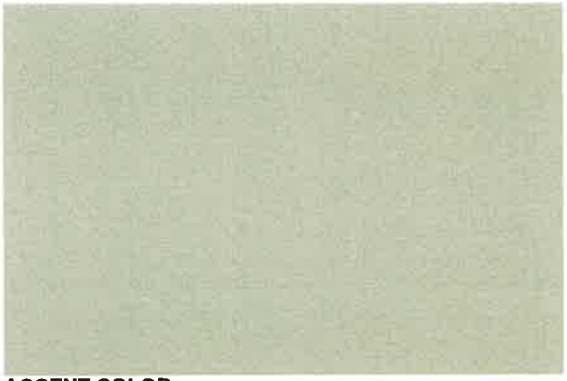
MERIDIAN PARK LLC

BUILDING 4 ELEVATIONS

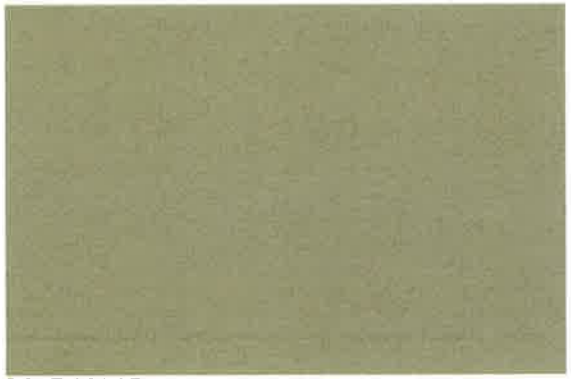
A3-01

FIELD COLOR
SHERWIN WILLIAMS SW 7006 EXTRA WHITE

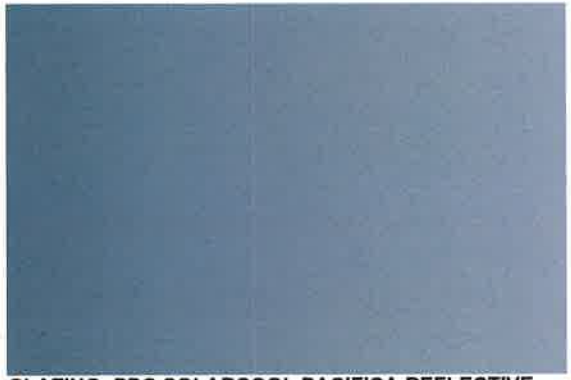
ACCENT COLOR
SHERWIN WILLIAMS SW 6169 SEDATE GRAY



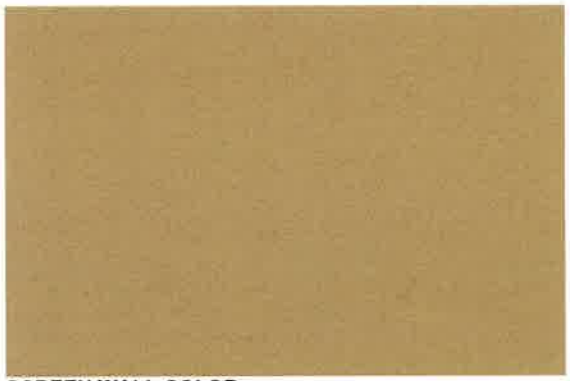
ACCENT COLOR
SHERWIN WILLIAMS SW 6199 RARE GRAY



BASE COLOR
SHERWIN WILLIAMS SW 7060 ATTITUDE GRAY



GLAZING: PPG SOLARCOOL PACIFICA REFLECTIVE
W/ CLEAR ANODIZED ALUMINUM STOREFRONT
25% MAX. ALLOWABLE REFLECTANCE



SCREEN WALL COLOR
SW 6143 BASKET BEIGE

RGA

MERIDIAN

WEST CAMPUS - BUILDING 4 - COLOR / MATERIAL BOARD

MERIDIAN PARK LLC

Prosopis chilensis
Thornless Mesquite
Evergreen

Lagerstroemia Indica 'Natchez'
Natchez Crape Myrtle
Deciduous

Cercidium Desert Museum
Desert Museum Palo Verde
Semi Deciduous

Lophostemon confertus
Brisbane Box
Evergreen

Quercus suber
Cork Oak
Evergreen

Pinus halepensis
Aleppo Pine
Evergreen

Arctostaphylos 'John Dourley'
John Dourley Manzanita

Callistemon viminalis 'Little John'
Little John Bottle Brush

Lavandula stoechas 'Otto Quast'
Spanish Lavender

Muhlenbergia rigens
Deer Grass

Myoporum parvifolium 'Pink'
Pink Myoporum

Yucca Colorguard
Colorguard Yucca

Bougainvillea 'Rosenka'-
Bougainvillea

Dietes bicolor
Bicolor African Iris

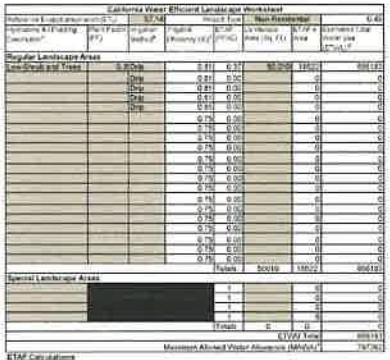
Rosmarinus prostratus
Prostate Rosemary

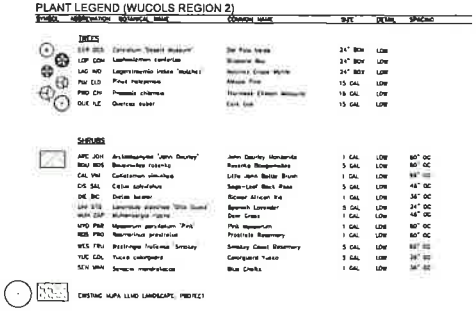
Agave attenuata 'Ray of Light'
Foxtail Agave

Senecio mandraliscae
Blue Chalk Sticks

Cistus salvifolius
Sage-Leaf Rock Rose

Westringia fruticosa 'Smokey'
Smokey Coast Rosemary





PLANT LEGEND (WUCOLS REGION 2)

LANDSCAPE CALCULATION

SITE AREA: 198,249 SF/4.55 ACRES
TOTAL LANDSCAPE AREA PROVIDED: 50,010 SF/1.15 AC - 25%

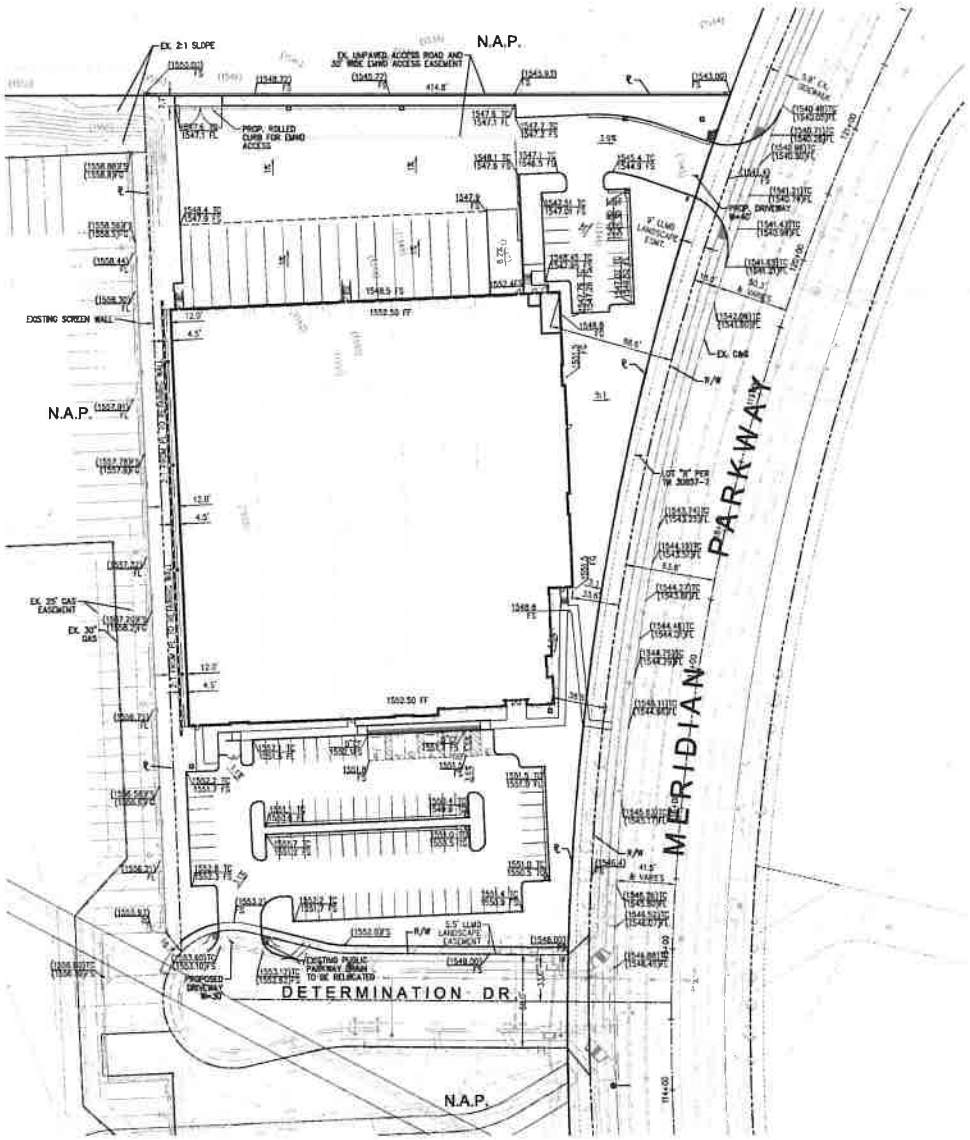
North 0 40 80 120

BUILDING 4 - MERIDIAN, CONCEPTUAL LANDSCAPE PLAN

RIVERSIDE, CA.
8-8-2022

SHEET 1 OF 2

9 (1) 20



LLMD REQUIREMENTS:

- PRIOR TO SITE GRADING THE GRADING CONTRACTOR SHALL CONTACT THE MARCH JPA LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT (LLMD) MANAGER AT (951) 656-7000 TO COORDINATE ALL ACTIVITY AND IMPACTS UPON LLMD FACILITIES WITHIN THE PUBLIC RIGHT OF WAY AND LANDSCAPE EASEMENTS. THE COORDINATION SHALL ASSURE UNINTERRUPTED OPERATION OF THE LLMD IRRIGATION SYSTEM AND SHALL IDENTIFY ANY IMPACTS ON LLMD MAINLINES, WIRES, LATERALS AND IRRIGATION COMPONENTS, INCLUSIVE OF THE NEED TO MOVE OR SLEEVE LLMD FACILITIES AS DETERMINED BY THE LLMD MANAGER.
- ALL LLMD PRESSURE MAIN LINE AND LATERAL CROSSINGS BENEATH PAVED AREAS SHALL BE ENCASED IN SCHEDULE 40 PVC SLEEVES TWICE THE DIAMETER OF THE PIPE. SLEEVES SHALL BE PLACED AT A DEPTH OF 24" BENEATH FINISHED SURFACE, MEASURED FROM THE TOP OF THE SLEEVE. CONTROL WIRES SHALL BE SEPARATE SLEEVES WITH A MINIMUM DIAMETER OF 2". WIRE SLEEVES SHALL BE SIZED SO THAT WIRE BUNDLES MAY BE PULLED WITHOUT BINDING. ON EACH SIDE OF PAVED AREAS A 10" ROUND VALVE BOX WITH WIRE CONNECTIONS SHALL BE INSTALLED. PIN TIE CONNECTORS SHALL BE USED IN WIRE CONNECTION BOX AND MUST BE BRANDED ON THE VALVE BOX LID WITH "SW" FOR FUTURE IDENTIFICATION.
- ALL CHANGES TO THE LLMD EASEMENT AREA SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED LLMD LANDSCAPE PLANS AND AN "AS BUILT" DRAWING SHALL BE SUBMITTED AND APPROVED UPON COMPLETION AND INSPECTION OF THE WORK. ALL REPAIRS AND/OR INSTALLATIONS IN THE LLMD RIGHT OF WAY AND EASEMENT AREAS MUST BE INSPECTED BY THE LLMD MANAGER.
- ALL LLMD IRRIGATION DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY A QUALIFIED IRRIGATION TECHNICIAN WITHIN TWENTY FOUR (24) HOURS TO ENSURE LLMD PLANT MATERIAL DOES NOT INCUR ADDITIONAL DAMAGE OR LOSS OR A $500 FINE PER DAY WILL BE ACCESSED UNTIL COMPLETED. ALTERNATIVELY THE MJPA CAN HAVE THEIR LLMD CONTRACTOR REPAIR ANY DAMAGE AND BILL THE OWNER DIRECTLY AT THE REQUEST OF THE OWNER.
- ALL LLMD PLANT MATERIAL DAMAGED SHALL BE REPLACED WITH LIKE SIZED MATERIAL WITHIN THREE (3) BUSINESS DAYS UNLESS AN EXTENSION IS APPROVED IN WRITING BY THE LLMD MANAGER.
- AT NO TIME SHALL ANY CONTRACTOR STORE OR PLACE EQUIPMENT, SIGNS, TEMPORARY UTILITIES OR ANY OTHER ITEMS WITHIN THE PUBLIC RIGHT OF WAY OR LLMD LANDSCAPE EASEMENT AREAS.
- NO CONTRACTOR PARKING WILL BE ALLOWED ON THE MJPA STREETS AT ANY TIME DURING CONSTRUCTION.
- NO CONSTRUCTION PERSONNEL OR SUBCONTRACTORS MAY CONDUCT THEIR BREAK TIME IN THE LLMD AREA. COST FOR DAMAGES WILL APPLY AS PER COA 59.
- NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL LLMD IRRIGATION AND/OR PLANTINGS ARE RESTORED IN-KIND AND TO THE SATISFACTION OF THE MJPA OPERATIONS DIRECTOR AND ANY OUTSTANDING FINES ARE PAID IN FULL.
- PRIOR TO ANY WALL AND FENCE CONSTRUCTION OR ENCROACHMENT INTO THE LLMD THE MJPA MUST BE NOTIFIED FOR LLMD PRE-INSPECTION AND SCHEDULE OF WORK.

RAW EARTHWORK

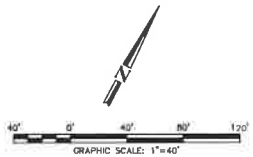
	CUT (CY)	FILL (CY)
RAW	9,819	8,805
OVEREXCAVATION	3,500	3,500
SHRINKAGE (10% OF FILL)	–	3,500
SPOILS	1,700	–
TOTAL	15,019	13,805
EXPORT	1,414	0

EARTHWORK NOTES:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THEIR OWN EARTHWORK NUMBERS FOR PRICING/CONTRACT PURPOSES.
- EARTHWORK VALUES DO NOT ACCOUNT FOR POTENTIAL SCARIFYING AND REMOVALS OF EXISTING ON-SITE IMPROVEMENTS/ORGANIC MATERIALS.
- EARTHWORK VALUES DO NOT ACCOUNT FOR ADDITIONAL CUT FROM UTILITY TRENCHING AND FROM THE PROPOSED UNDERGROUND STORMWATER DETENTION SYSTEM.
- AN 8-INCH THICK PAVEMENT SECTION THICKNESS THROUGHOUT THE SITE WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.
- AN 8-INCH THICK BUILDING PAD THICKNESS WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.

ADDITIONAL NOTES

- THIS CONCEPT PLAN IS BASED ON THE ASSUMPTION THAT THE NEGOTIATIONS WITH MJPA AND/OR EMWD WOULD ALLOW THE EXISTING 30-FT WIDE EMWD ACCESS EASEMENT TO BE QUITCLAIMED.
- THIS CONCEPT PLAN INCLUDES PROPOSED STORM DRAINAGE PIPING TO BE INSTALLED AND MAINTAINED ACROSS THE ADJACENT LOT 8 TRACT 30857-7 TO AN EXISTING MERIDIAN PARKWAY CULVERT INLET HEADWALL. A DRAINAGE EASEMENT, LAND ACQUISITION OR ALTERNATE DRAINAGE ROUTE OR DISCHARGE POINT WOULD BE REQUIRED.



150 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

NOT FOR CONSTRUCTION

NO.	REVISION	DATE

MERIDIAN-WEST CAMPUS LOT 1 TRACT 37107
NWC MERIDIAN PKWY & DETERMINATION DR.
RIVERSIDE, CA
CONCEPT GRADING PLAN

ISSUE:	CONCEPT
DATE:	08/09/2022
CHECKED:	LI
DRAWN:	LI
DRAWING FILE:	21101C0
PROJECT NO.:	21-101
SHEET NUMBER:	1
OF	2 SHEETS
SCALE:	AS SHOWN

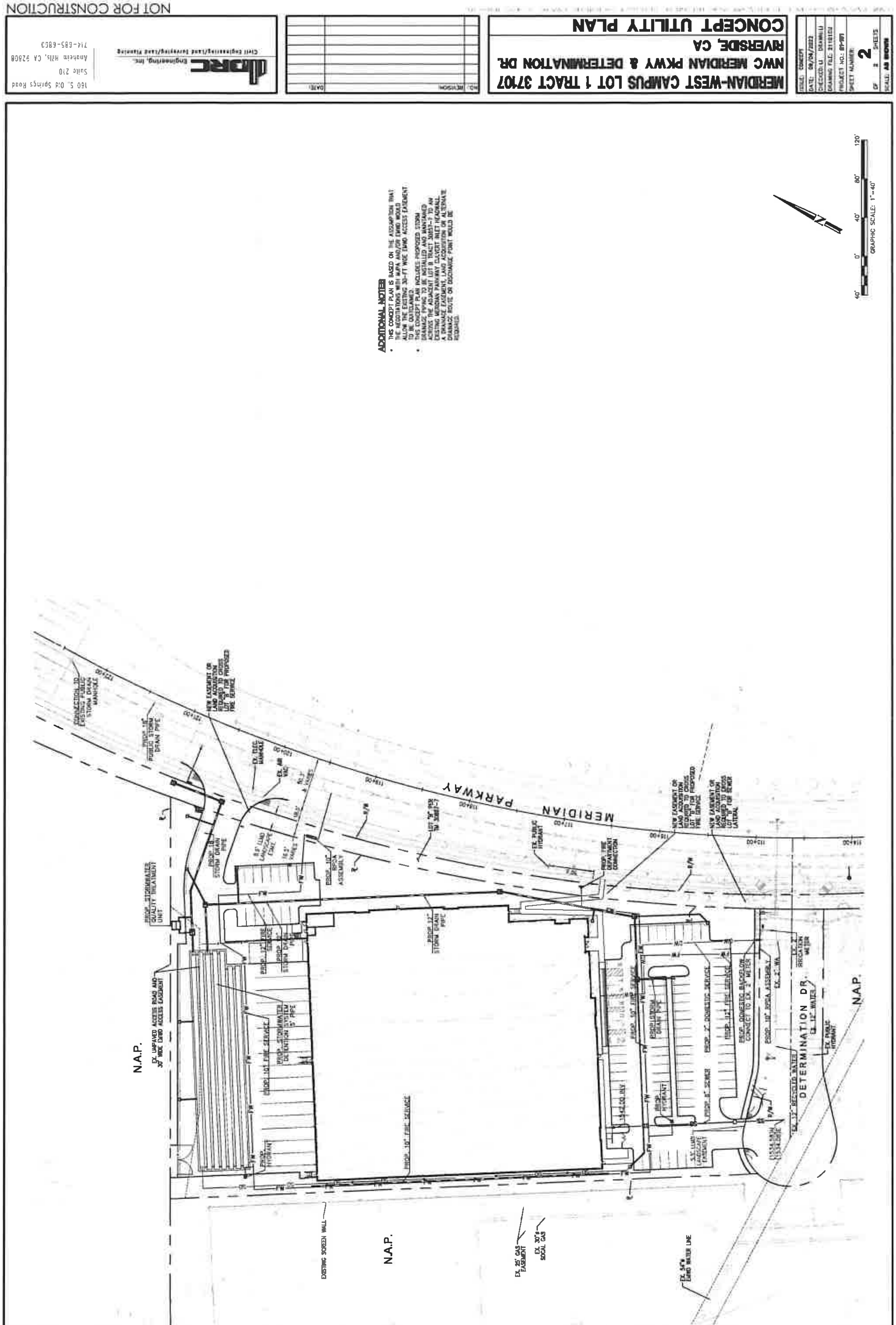

NOT FOR CONSTRUCTION
CONCEPT UTILITY PLAN
MERIDIAN-WEST CAMPUS LOT 1 TRACT 37107
NWC MERIDIAN PKWY & DETERMINATION DR.
RIVERSIDE, CA
dBRC Engineering, Inc.
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
ADDITIONAL NOTES
MERIDIAN PARKWAY
DETERMINATION DR.
N.A.P.
GRAPHIC SCALE: 1"=40'

EXHIBIT C

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

Conditions of Approval

EXHIBIT C

Meridian West – Building 4 Industrial Warehouse Building Project
Plot Plan (PP 22-01)

Conditions of Approval

MARCH JOINT POWERS AUTHORITY PLANNING DEPARTMENT
General Planning Conditions:

1. The site shall be developed in accordance with the approved Plot Plan 22-01, on file in the Planning Department, the applicable portions of the, March JPA Development Code, the General Plan, and the conditions contained herein. Prior to any use of the site or business activity being commenced thereon, all Conditions of Approval and Environmental Mitigation Measures shall be completed to the satisfaction of the Planning Director or designee. Building elevations shall comply with the color scheme and materials approved with Plot Plan 22-01. (MJPA 9.14.020)

2. The Applicant shall indemnify, protect, defend, and hold harmless March JPA and its constituent public agency members, officers, employees, attorneys, and agents from any and all actual or alleged claims, actions, proceedings, against March JPA to attack, set aside, void, annul, or seek monetary damages arising out of the approval of the Applicant's proposed development or related approvals, including but not limited to CEQA approvals, permits, variances, design plans, plot plans, maps, licenses and amendments. March JPA shall promptly notify the Applicant of any and all claims, actions, and proceedings, covered by this Agreement. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against March JPA, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by Applicant, March JPA, and/or any parties bringing such forth.

3. Plot Plan 22-01 approval shall expire three years after the date of approval unless substantial construction contemplated by this approval for at least one approved building has occurred within the three-year period, which is thereafter pursued to completion, or the March Joint Powers Authority has extended approval, otherwise the approval shall become null and void. (MJPA 9.02.230)

4. This development is located within the Business Park-Mixed Use zoning district of the March JPA Planning Area. The provisions of the March JPA Development Code, including the permitted uses, development standards, parking, setback and other development provisions shall govern the property.

5. The project construction plan submittal shall contain an on-site traffic striping and signage plan which shall be reviewed and approved by the Planning Department prior to issuance of the building permits.

6. Any increase to the approved building heights and or increase in the building pad elevation will necessitate a revised submittal and review by the FAA through the 7460-1 process.

7. Development shall abide by the building standards, intensity provisions, restrictions on use, population densities, and project noise attenuation requirements of the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (RCALUP).

8. The development shall comply with the requirements of the Americans with Disabilities Act. All disabled parking spaces shall measure 14' wide to include a 9' stall and 5'loading area, by 20' length. One in every 8 disabled spaces, but in no case less than one, shall be van accessible with a minimum 9' wide space and 8' wide loading area. All signage, striping, ramps and slopes shall meet ADA requirements. Overhang of parking shall not encroach upon handicapped access routes.

9. Any signs indicated on the submitted plans are not included with this approval. All signs proposed for this development shall comply with the requirements of the March JPA Development Code. (MJPA 9.12.020)

10. All new and existing utilities located on the site shall be placed underground. (MJPA 9.13.130)

11. The development shall comply with the noise emission criteria identified in the March JPA Development Code. (MJPA 9.10.140)

12. The development shall comply with all mitigation measures as outlined in the Meridian West Campus-Lower Plateau Project Final EIR and Mitigation Monitoring and Reporting Program. (SCH# 2016061020)

13. Prior to the submittal of any plans/permits for plan check review, the Applicant/Developer shall meet with March JPA staff at a Pre Plan Submittal/Construction Meeting to be determined.

14. Prior to the issuance of any Permit, the Developer shall designate one point of contact for all plan/permitting submittals, from grading to the final tenant improvements, to act as the liaison between the March JPA and the various subcontractors. Individual subcontractors shall not be allowed to submit plans/permit submittals for the project separately, but shall use the single-point-of-contact to handle all plan/permit submittals

15. The Applicant/Developer shall also comply with March JPA Building and Engineering Departments and outside Agency conditions to be performed prior to issuance of Grading and Building Permits and Certificate of Occupancy

Planning Conditions to be Performed Prior to Issuance of Grading Permits:

16. Prior to issuance of grading permits, the Project applicant shall prepare a traffic control plan that specifically addresses construction traffic and possible lane closures within the public rights-of-way. The traffic control plan shall be reviewed and approved by March Joint Powers Authority (JPA) prior to Project construction.

17. Prior to issuance of precise grading permits, all site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

18. Prior to grading permit issuance, an FAA Form 7460-2 would be required for any temporary construction equipment used during construction activities exceeding 38 feet in height.

Planning Conditions to be Performed Prior to Issuance of Building Permits:

19. Prior to issuance of building permits, final landscaping and irrigation plans shall be approved as a component of the construction plan review. (MJPA 9.02.030)

20. Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay the applicable March JPA Development Impact Fee (DIF). These fees shall include, but are not limited, to the Criminal Justice Public Facilities, Fire Protection and Parks Development impact fees.

21. Prior to issuance of building permits, the developer shall provide to the Planning Department written certification by the affected school district that either: (1) the development has complied with the fee levied by the governing board of the District, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the development.

22. Prior to issuance of building permits, the Planning Division shall review and approve a computer-generated, point-by-point exterior lighting analysis plan as a component of the construction plan review. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for fully shielded light fixtures and shall include fixture catalog cuts, light cut-off shielding details, wattage, illumination type (high or low pressure sodium or LED below 2,700 Kelvin only), location, and height. The lighting shall not exceed a 750-watt maximum and shall not be mounted more than 25' above finished grade. The lighting shall be designed in such a manner so that it does not exceed 0.5 candle/foot^2 illumination beyond the property line. (MJPA 9.08.100)

23. Prior to issuance of building permits, the applicant shall complete a Construction Waste Recycling Plan and submit the plan to the Riverside County Waste Management Department (RCWMD) for approval. The plan will identify and estimate the materials to be recycled during construction activities and will specify where and how the recyclable materials will be stored on the site. Compliance with the plan will be a requirement in all construction contracts

24. Prior to issuance of building permits, the applicant shall submit building plans to the RCWMD and obtain approval from the RCWMD for compliance with the Riverside County Design Guidelines for Refuse and Recyclables Collection and Loading Areas, which include specifications for recyclable storage space, location and access, signage, protection and security, compatibility, and overall compliance with federal, state, and local laws.

Planning Conditions to be Performed Prior to Issuance of Certificate of Occupancy:

25. Prior to issuance of a Certificate of Occupancy, the developer or developer's successor in interest shall pay the applicable Transportation Uniform Mitigation Fee (TUMF). This provision does not prohibit paying the TUMF earlier at the time of building permit issuance.

26. Prior to Certificate of Occupancy, the developer shall demonstrate that all South Coast Air Quality Management District permits have been obtained.

27. Prior to Certificate of Occupancy, the Planning Division shall review and approve the location and method of screening of transformer cabinets, commercial gas meters and back flow preventers as components of the construction plan review. Location and screening shall comply with the following criteria: All transformer cabinets, commercial gas meters and backflow devices shall not be located within driveway/street view triangles in such a way that they obscure traffic visibility. Service Electrical Systems shall be fully enclosed and incorporated into the overall architectural design of the building(s). Back-flow preventers and gas meters shall be screened by landscaping that will provide appropriate landscape screening upon maturity. (MJPA Design Guidelines)

28. The tenant shall minimize idling time of all vehicles and equipment to the extent feasible; idling for periods of greater than five (5) minutes shall be prohibited. Prior to Certificate of Occupancy, signage shall be posted at truck parking spots, entrances, and truck bays advising that idling time shall not exceed five (5) minutes per idling location.

29. Prior to the issuance of the Certificate of Occupancy, the applicant shall provide a letter from the landscape architect identifying that all landscape has been installed consistent with the approved landscape plan and that the landscape complies with the provisions of the March JPA Landscape Irrigation Efficiency Ordinance (JPA ORD.#16-03).

Planning Department Landscape Provisions (Timing Varies):

30. All landscape located adjacent to parking areas shall be protected by a raised 6" curb. (MJPA Design Guidelines)

31. The landscape irrigation schedule which identifies appropriate watering times, duration and quantities, for 1) initial landscaping and 2) established landscape, shall be continually available at the site in perpetuity, in a convenient location near the irrigation controlling unit. (JPA ORD #09-05).

32. All on-site parking shall be screened by one of the following methods: 1) 30" parking screen wall; 2) continuous landscape shrub; or 3) combination of shrub, wall and earthen berm. (MJPA Design Guidelines).

33. All irrigation and plant material damaged by construction or operational activities shall be replaced with like sized material within three (3) business days.

34. At no time shall any contractor store or place equipment, signs, temporary utilities or any other items within the public right-of-way or landscape areas.

35. Prior to certificate of occupancy, the Applicant/Developer shall demonstrate the proposed Project complies with all provisions within the March Joint Powers Authority Ordinance No. #16-03 (Water Efficient Landscape Ordinance) including but not limited to:

    (a) Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.5.

    (b) All irrigation systems shall be designed to prevent runoff, over-spray, low head drainage, and other similar conditions where water flows off-site on to adjacent property, non-irrigated areas, walk, roadways, or structures. Irrigation systems shall be designed, constructed, installed, managed, and maintained to achieve as high an overall efficiency as possible.

    (c) Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions unless the use of the property would otherwise prohibit use of a timer.

36. Landscaping shall conform to the standards and requirements of the March JPA. (MJPA 9.13.010)

37. If any existing landscape (including existing or new plantings, hardscape, landscape features, etc.) is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved plans within 30 days of completion of construction by the tenant, unless prior agreement is obtained with the District. (MJPA Design Guidelines, 9.2.1)

38. Trees, shrubs, ground cover and mulch missing in the existing LLMD on Meridian Parkway and Determination Drive must be replaced with matching plant genus and species. Replace trees must be 24" box or larger. (MJPA Design Guidelines, 6.3.1)

39. Projects necessitating the removal of existing trees (in the LLMD) with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved. (MJPA 9.17.030)

40. Each lot developer is to remove the temporary plastic border separating on site landscape from the LLMD area and install a 6" X 6" concrete mow curb.

41. On-site trees must be 60% 24" box size located close to the building and 40% 15 gallon.

42. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, to create adequate shade canopies, and avoid damage to tree trunks. (MJPA 9.17.030)

43. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between 1:00 and 4:00 in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the Planning Director. (MJPA 9.17.030)

44. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (MJPA 9.17)

45. Prior to site grading, the grading contractor shall contact the March JPA Landscape and Lighting Maintenance District (LLMD) manager at (951) 656-7000 to coordinate all activity and impacts upon LLMD facilities within the public right-of-way and landscape easements. The coordination shall assure uninterrupted operation of the LLMD irrigation system and shall identify any impacts on LLMD mainlines, wires, laterals and irrigation components, inclusive of the need to move or sleeve LLMD facilities as determined by the LLMD manager.

46. All LLMD pressure main line and laterals crossing beneath paved areas shall be encased in schedule 80 PVC sleeves twice the diameter of the pipe. Sleeves shall be placed as a depth of 24" beneath finished surface, measured from the top of sleeve. Control wires shall be in separate sleeves with a minimum diameter of two inches. Wire sleeves shall be sized so that wire bundles may be pulled without binding. On each side of paved areas, a 10" round valve box with wire connections shall be installed. Pin tie connectors shall be used in wire connection box and must be branded on the valve box lid with "SW" for future identification.

47. All changes to the LLMD easement area shall be completed in accordance with the approved LLMD landscape plans and an "as built" drawing shall be submitted and approved upon completion and inspection of work. All repairs and/or installations in the LLMD right-of-way and easement areas must be inspected by the LLMD manager.

48. All LLMD irrigation damaged by construction activities shall be repaired by a qualified irrigation technician within twenty-four (24) hours to ensure LLMD plant material does not incur additional damage or loss.

49. All LLMD landscape and irrigation improvements and on-site landscape and irrigation must be maintained for 90 days and warrantied for 12 months from the date of final construction inspection.

NPDES Provisions (Timing Varies):

50. The development shall be subject to all provisions of March Joint Powers Authority General Plan Land Use Policy 8.4, which establishes requirements to meet all local, state and federal environmental requirements. This includes the implementation of stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto

51. The applicant shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the required Low Impact Development best management practices, roof drains to vegetation and trash enclosure. The project proponent should request a Final WQMP Pre-submittal letter before beginning this process. The MJPA Engineering Department shall review and approve the final WQMP text, plans and details.

Clean Air Provisions (Timing Varies):

52. Employers with 250 or more employees shall comply with SCAQMD Rule 2202 necessitating development of trip reduction plans, including peak commute trip reduction, ride share programs, and implementing compressed work week schedules. (SCAQMD)

53. Employers with over 250 employees shall provide on-site food vending machines, refrigerator, microwave oven and mail facilities and use reasonable effort to provide an ATM, onsite computer, internet connection, and other service to reduce the need for employees to leave for services during business hours.

54. The operator shall cooperate with March JPA in the pursuit of Carl Moyer clean air grants. Grants shall be used to pursue clean air technology inclusive of clean burning engines, alternate fuel vehicles, diesel particulate traps, alternate fuel refrigeration units, and electrification of dock ramp positions.

55. Projects shall provide short- and long-term bicycle parking facilities to meet peak season maximum demand (e.g., one bike rack space per 20 vehicle/employee parking spaces). Project shall also provide "end-of-trip" facilities including showers, lockers, and changing space (e.g., four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).

56. The Project shall provide a parking lot design that includes clearly marked pedestrian pathways between truck parking and loading areas and building entrances.

57. Developer is encouraged to use materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.

58. The Developer shall comply with the 2019 CAL Green Standards for Electrical Vehicle (EV) Infrastructure and consider installing either EV Capable, EV Ready or EV Installed infrastructure for on-site parking spaces. Prior to Building Final/Certificate of Occupancy, the Developer shall provide certification that the appropriate infrastructure has been installed and operational.

59. The Project shall provide a parking lot design that includes clearly marked pedestrian pathways between employee/visitor, truck parking and loading areas and building entrances.

60. Developer is encouraged to use materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.

61. All construction activities shall be limited to between 7:00 am and 7:00 pm.

MJPA ARCHEOLOGY/PALEONTOLOGY:

62. Human Remains: If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to consultation between appropriate representatives from that group and the Planning Director.

63. Inadvertent Archeological Finds: If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition only, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Consulting Native American Tribe(s).

    (a) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the tribal representative(s) and the Planning Director to discuss the significance of the find.

(b) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

(c) Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

(d) Treatment and Disposition of the inadvertently discovered resources shall be carried out in one or more of the following methods:

(e) Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources; leaving them in the place they were found with no development affecting the integrity of the resources.

(f) Onsite reburial of the discovered items. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in COA #51.

(g) Pursuant to Calif. Pub. Res. Code § 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the Tribe(s) cannot come to a consensus on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the March Joint Powers Authority Planning Director (Director) for decision. The Director shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources, recommendations of the project archeologist and shall consider the cultural and religious principles and practices of the Tribe. Notwithstanding any other rights available under the law, the decision of the Director shall be appealable to the March Joint Powers Authority Council."

64. Archeologist Retained: Prior to issuance of a grading permit the project applicant shall retain a Riverside County qualified archaeologist to monitor all ground disturbing activities to identify any unknown archaeological resources.

The Project Archaeologist and the representative(s) from the Native American Tribe (s) shall be included in the pre-grade meetings to provide cultural/historical sensitivity training including the establishment of set guidelines for ground disturbance in sensitive areas with the grading contractors. The Project Archaeologist and the Tribal representative(s) shall manage and oversee monitoring for all initial ground disturbing activities and excavation of each portion of the project site including clearing, grubbing, tree removals, mass or rough grading, trenching, stockpiling of materials, rock crushing, structure demolition and etc. The Project Archaeologist and the Tribal representative(s), shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources in coordination with any required special interest

or tribal monitors.

The developer/permit holder shall submit a fully executed copy of the contract to the Planning Department to ensure compliance with this condition of approval. Upon verification, the Planning Department shall clear this condition.

Any newly discovered cultural resources shall be subject to an evaluation, in consultation with the Native American Tribe(s) and which will require the development of a treatment plan and monitoring agreement for the newly discovered resources.

65. Paleontologist Required: This site is mapped as having a high potential for paleontological resources (fossils) at shallow depth. Therefore, PRIOR TO ISSUANCE OF GRADING PERMITS:

The permittee shall retain a qualified paleontologist approved by the March Joint Powers Authority Planning Director to create and implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

The project paleontologist retained shall review the approved development plan and shall conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the Planning Department for review and approval prior to issuance of a Grading Permit.

Information to be contained in the PRIMP, at a minimum and in addition to other industry standard and Society of Vertebrate Paleontology standards, are as follows:

a) The project paleontologist shall participate in a pre-construction project meeting with development staff and construction operations to ensure an understanding of any mitigation measures required during construction, as applicable.

b) Paleontological monitoring of earthmoving activities will be conducted on an as-needed basis by the project paleontologist during all earthmoving activities that may expose sensitive strata. Earthmoving activities in areas of the project area where previously undisturbed strata will be buried but not otherwise disturbed will not be monitored. The project paleontologist or his/her assign will have the authority to reduce monitoring once he/she determines the probability of encountering fossils has dropped below an acceptable level.

c) If the project paleontologist finds fossil remains, earthmoving activities will be diverted temporarily around the fossil site until the remains have been evaluated and recovered. Earthmoving will be allowed to proceed through the site when the project paleontologist determines the fossils have been recovered and/or the site mitigated to the extent necessary.

d) If fossil remains are encountered by earthmoving activities when the project paleontologist is not onsite, these activities will be diverted around the fossil site and the project paleontologist called to the site immediately to inspect the remains.

e) If fossil remains are encountered, fossiliferous rock will be recovered from the fossil site and processed to allow for the recovery of smaller fossil remains. Test samples may be recovered from other sampling sites in the rock unit if appropriate.

f) Any recovered fossil remains will be prepared to the point of identification and identified to the lowest taxonomic level possible by knowledgeable paleontologists. The remains then will be reburied on-site in a pre-determined location, typically within the landscape areas and away from any drainage basins to the best possible extent.

g) A qualified paleontologist shall prepare a report of findings made during all site grading activity with an appended itemized list of fossil specimens recovered during grading (if any). This report shall be submitted to the Planning Department for review and approval prior to building final inspection as described elsewhere in these conditions.

All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (e.g. Professional Geologist, Professional Engineer, etc.), as appropriate. Two wet-signed original copies of the report shall be submitted directly to the Planning Department along with a copy of this condition, deposit-based fee and the grading plan for appropriate case processing and tracking.

MJPA BUILDING AND SAFETY:

Regarding the Meridian West -Building 4 Industrial Warehouse Project, PP 22-01, please contact March JPA Building and Safety at 951-656-7000 for direction on how to submit your building application as well as how to submit plans for electronic plan review. Please visit www.marchjpa.com to download the appropriate form(s) for building permit application. Please provide the following sets of plans and documents:

Building and Safety electronic submittals required at first plan review.

(1) Architectural Plans
(1) Structural Plans
(1) Structural Calculations
(1) Plot/Site Plans
(1) Electrical Plans
(1) Electrical Load Calculations
(1) Plumbing Plans/Isometrics, Water, Sewer and Gas
(1) Mechanical Plans
(1) Mechanical Duct Layout Plans
(1) Roof and Floor Truss Plans
(1) Title 24 Energy Calculations
(1) Rough and Precise Grading Plans

(1) Disabled Access Plan Shown on Precise Grading Plan
(1) Water Quality Management Plan, (WQMP) and Erosion Control Plan
(1) Stormwater Pollution Prevention Plan

Building & Safety General Information

66. All structures shall be designed in accordance with the 2019 California Building Code, 2019 California Mechanical Code, 2019 California Plumbing Code, 2019 California Electrical Code, and the California Green Buildings Standards adopted by the State of California.

67. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Building & Safety Job Card.

68. Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection.

69. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

70. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI requirements.

71. Construction projects which require temporary electrical power shall obtain an electrical permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Department:
    a) Installation of a construction trailer, or,
    b) Security fenced area where the electrical power will be located.

72. Installation of construction trailers must be located on private property. No trailers can be located in the public right of way.

73. Site development and grading shall be designed to provide disabled access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sections, 11A and 11B.

74. March JPA enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore it is the building owner's responsibility to be aware of those differences and comply accordingly.

75. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.

76. Separate plan submittals and permits are required for all accessory structures; example would be trash enclosures, patios, block walls, play equipment and storage buildings.

77. Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.

78. Building & Safety, (Willdan Engineering) will inspect all structural foundation work, structural work on the building to include plumbing, electrical, mechanical, title 24, green building code items. Building & Safety will also inspect the electrical conduit and wiring in the common areas for light standards as well as disabled accessibility requirements from the public right of way to the building and the disabled parking stalls. Signage will be inspected by Building & Safety as well as trash enclosures and other ornamental structures on the site.

79. Engineering, (Tri Lake Engineering) will review rough and precise grading plans on site as well as all improvements in the public right of way. Tri Lake Engineering will inspect on site utilities starting 5 foot outside of the building as well as all the curb, gutter and sidewalk construction.

80. Storm Water Retention, (CG Resource Management) will inspect the NPDES and storm water requirements on and off site.

81. Western Municipal Water District inspects all water service installations on site and off site as well as any sewer connections to grease interceptors on site

Building & Safety Conditions

82. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's; this includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.

83. All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or March JPA.

84. Prior to issuance of building permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants, shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.

85. Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.

86. Prior to issuance of building permits, provide Building & Safety with a will serve letter from Western Municipal Water District.

87. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES).

88. Special inspectors and structural observation inspectors that are required by the building code shall register with Building & Safety. The special inspectors shall provide a copy of their certifications as well as a copy of their driver's license before they start work as an inspector on the project. Special inspectors are required to provide a hard copy of the reports in the construction office daily for the inspectors' use. The special inspectors shall make all necessary and required inspections before March JPA inspectors provide periodic inspections.

89. A Certificate of Occupancy will be granted to the Developer/Owner when the building is 100 percent complete, and all agencies have signed for permanent occupancy. If the Developer/Owner has a tenant that will be performing a tenant improvement, Building & Safety will issue a permit for the tenant improvement if all other agencies agree to allow the permit to be issued on the building and the plans are approved.

MARCH JPA ENGINEERING - TRILAKE ENGINEERING

With respect to the Conditions of Approval for the above referenced project, the March Joint Powers Authority (March JPA) requires that the applicant provide the following improvements and/or dedications in accordance with the March JPA requirements and standards and pursuant to exhibits identified and shown on the site plan. It is understood that the site plan correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration.

General Conditions:

90. The project's grading shall be in a manner to perpetuate existing drainage patterns. Any deviation from this, concentration or increase in runoff, must have approval from adjacent

property owners and the March JPA. Drainage easements shall be obtained from affected property owners. The applicant shall accept the offsite runoff and convey it to an adequate outlet. Emergency escape paths shall be provided for all sump conditions.

91. Prior to the commencement of any construction or installation of fencing in the public rights-of-way, an encroachment permit shall be obtained.

92. The developer proposes to convey the onsite runoff with an 18-inch storm drain in the parkway for Meridian Parkway and discharge into existing water course at the southwest corner of Meridian Parkway and Alessandro Boulevard.

The storm drain shall be redesigned to be in the pavement for Meridian Parkway, and discharge directly into the storm drain system connected to the 60-inch road culvert, or as approved by March JPA Engineer.

Prior to the Issuance of Grading Permit:

93. The developer/property owner shall submit the following to the March JPA for review and approval:
(a) Precise Grading Plan and Erosion Control Plan
(b) Drainage Plan, Hydrology and Hydraulic Report for onsite and offsite improvements
(c) Final WQMP (for reference)

The project's design shall be in compliance with Western Municipal Water District (WMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), Riverside County, Caltrans, March JPA and ADA most recent standards, criteria and requirements and in effect at the time of construction and coordinated with approved plans for adjacent developments.

94. The driveway on Meridian Parkway shall be designed to allow right-in and left-in turning movements from Meridian Parkway, and only allow right-out turning movements from the project site, or as approved by the March JPA Engineer.

95. The incremental increase in runoff volume between developed and undeveloped state for the 85th percentile storm, shall be retained within onsite private detention facilities. A geotechnical report showing onsite filtration rages sham be included for any onsite retention.

Prior to Issuance of Building Permit:

96. The developer/property owner shall secure March JPA's and appropriate agency's approval for the improvement plans.

97. The developer/property owner shall provide water and sewer service to this project in accordance with the requirement of the appropriate utility purveyors. This project is within WMWD service area. Water and sewer improvements shall be installed per WMWD Standards and Fire Department requirements. Fire Department and WMWD approval required prior to March JPA approval.

98. Onsite fire hydrants shall be installed as determined by the Fire Department.

99. All rights-of-way shall be offered to the public and shall continue in force until MJPA accepts or abandons such offers.

100. All weather access shall be provided to the proposed buildings per Fire Department standards.

101. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to Issuance of First Certificate of Occupancy:

102. Unless currently annexed, this project shall annex to existing landscape, lighting, and drainage maintenance districts established by March JPA. Owner shall be responsible to pay towards maintenance of all offsite facilities including drainage improvements as determined by the districts. Onsite underground basin(s), pipes, lights and landscape shall be maintained by the owner

103. The existing improvements or appurtenances along Meridian Parkway and Determination Drive, if damaged during construction of this project, shall be removed and replaced to the satisfaction of March JPA.

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

On July 14, 2020, the Riverside County Airport Land Use Commission (ALUC) and on September 22, 2022, the ALUC Director, with minor changes, found March Joint Powers Authority Case No. PP22-01 (Plot Plan), a proposal to construct an 80,074 square foot industrial warehouse building on 4.55 acres located northerly of Determination Drive, westerly of Meridian Parkway, and southerly of Alessandro Boulevard, CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions:

104. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

105. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

(a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.

(b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport to the extent as to result in a potential for temporary after-image greater than the low ("green") level.

(c) Any use or activity which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.).

(d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

(e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials and critical community infrastructure facilities.

(f) Highly noise-sensitive outdoor non-residential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls, and drive-in theaters.

(g) Any other uses not permitted in Accident Potential Zones I and II pursuant to DoDI 4165.57 Appendix 2, Table 1.

(h) Other hazards to flight.

106. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority or its successor in interested or provide evidence that such easement has previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656-7000 for additional information.

107. The project has been conditioned to utilized underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period

following the design storm, and remain totally dry between rainfalls. Vegetation in and around the stormwater basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the stormwater basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the stormwater basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

108. Zoned fire sprinkler systems shall be required throughout the building.

109. Noise attenuation measures shall be incorporated into the design of the office areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.

110. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave

transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

111. The project has been evaluated for an 80,074 square foot industrial warehouse building including 77,054 square feet of warehouse area, and 3,0200 square feet of office area. Any change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

112. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

113. The attached notice below shall be given to all prospective purchasers of the property and/or tenants of the building. While not required, the applicant and its successors-in-interest are encouraged to provide a copy of said notice to employees who would regularly be working at this location.

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business and Professional Code Section 11010 (b) (13) (A)

114. Any questions pertaining to the project, please contact Paul Rull, ALUC Director, at (951) 955-6893.

RIVERSIDE COUNTY FIRE DEPARTMENT

The Riverside County Fire Department has reviewed the Site Development plans and find them acceptable with the conditions below. Final conditions will be addressed when final site and building plans are reviewed:

115. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans.

116. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on the information provided. Fire sprinkler plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 903).

117. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a monitored manual/automatic fire alarm system in accordance with CFC Section 907. Plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 907).

118. Minimum fire flow for the construction of all residential dwellings is required per CFC Appendix B and Table B105.1. Prior to building permit issuance, the applicant/developer shall provide documentation to show there exists a water system capable of delivering 3,000 gpm at 20psi for 2 hours. Subsequent design changes may increase or decrease the required fire flow.

119. Prior to building construction, fire apparatus access roads extending beyond 150 feet which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5).

120. The Fire Apparatus Access Road shall be (all weather surface) capable of sustaining an imposed load of 75,000 lbs. GVW. The fire apparatus access road or temporary access road shall be reviewed and approved by the Office of the Fire Marshal and in place during the time of construction. (CFC 501.4).

121. Fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Office of the Fire Marshal and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches.

122. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access by emergency personnel. (CFC 506.1)

123. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet from a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 ½" x 2 ½") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3)

124. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1).

125. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Office of the Fire Marshal for review and approval.

126. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Office of the Fire Marshal prior to beginning construction. They shall be maintained accessible.

127. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3).

128. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required to facilitate emergency response. The numerals shall be a minimum of twelve inches in height. (CFC 505.1).

129. Fire safety during construction shall comply with the requirements of Chapter 33. (CFC Chapter 33 & CBC Chapter 33)

130. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

In a letter dated March 3, 2022, the Riverside County Flood Control and Water Conservation District provided the following for Plot Plan 22-01, APN 297-100-083

131. An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities, namely, March Business Center Storm Drain and Detention Basins, Stage 1, Line B. For further information, contact the District's Encroachment Permit Section at (951) 955-1266.

General Information:

132. This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation, or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

133. If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, the City should require the applicant to provide all studies, calculations, plans, and other information required to meet FEMA requirements, and should further require the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation, or other final approval of the project and a Letter of Map Revision (LOMR)

prior to occupancy.

134. If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Wildlife and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

UNITED STATES POSTAL SERVICE

135. Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

WESTERN MUNICIPAL WATER DISTRICT

Below are Western Municipal Water District's (Western) Conditions of Approval for the above referenced project as follows:

136. Compliance with water efficient landscape requirements per the March Joint Powers Authority Ordinance.

137. All applicable Added Facilities Charges (for water facilities), Sewer Connection Fees, and Meter Installation Fees must be paid as well as Cross Connection Testing and regulatory compliance approved prior to installation of any water meter.

138. Proposed facilities for water, sewer, recycled water service as well as onsite irrigation facilities must be designed by a Registered Civil Engineer, and reviewed and approved by Western. Deposit for Plan Check must be received prior to plan submittal and Deposit for Inspection must be received prior to approval of the plans.

139. Western, as a member of Metropolitan Water District of Southern California (MWD) will enforce MWD's Plan for Water Use Efficiency Guideline requirements for water conservation.

140. The property is located within the 1837 Pressure Zone. Currently, Western has an existing 24" water pipeline located in Meridian Parkway for service connection to the project. The available Fire Flow must be determined bay a fire flow test or fire flow modeling.

141. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required to facilitate emergency response. The numerals shall be a minimum of twelve inches in height. (CFC 505.1)

142. Western has an existing 12" recycled water pipeline in Meridian Parkway for service connection to the proposed project.

143. Western has an existing 10" sewer pipeline in Meridian Parkway for service connection to the proposed project.

144. Developer to submit a 22" x 34" preliminary onsite and/or offsite plan of water sewer and/or recycled water plan layout to Western before formal submittal of Water, Sewer and/or Recycled Improvement Plans.

145. Preliminary water, sewer, and/or recycled water plans shall show the following items:
   a) Delineate all existing utility, facilities (i.e.; pipe diameter, pipe material, manholes, water meters, air/vac, blow-off, fire hydrants, valves, sewer, gas, communication, electrical, etc.) within project boundaries
   b) Delineate all easements within project boundaries.
   c) Delineate all proposed and existing lots, streets and storm drains
   d) Delineate all proposed water, sewer and/or recycled water facilities within project boundaries. Include pipeline diameters and type of material.

146. Developer to submit a detailed engineer's construction cost estimate to Western for review and approval. Once approved, developer shall make a deposit for plan checking services for Water, Sewer and/or Recycled Water Improvement Plans

147. Water, Sewer and Recycled Water Improvement Plans shall be designed per Western's Standard Specifications. Please review Western's Developer Handbook for submittal formats and requirements online at: http://www.wmwd.com/162/Developer-Handbook

148. Water, Sewer and Recycled Water Commercial Plans for connections only shall be designed per Western's Standards and Specifications. Please review Western's Commercial Plan Check Package for submittal formats and requirements online at: http://www.wmwd.com/DocumentCenter/Home/View/237

149. Developer to submit grading plans for Western's review and approval before grading permit is issued.

150. Water, Sewer and Recycled Water Improvement Plans or Commercial Plans shall not be approved until all items mentioned above are received and approved by Western.

151. The developer is responsible for installing, paying for all costs and obtaining an encroachment permit from the local jurisdiction having authority over installation of water, sewer and/or recycled water facilities including laterals in the public right-of-way. If the customer chooses to cross private property, the customer is responsible to obtain private easements from adjacent property owners. Proof of private easement must be provided to Western prior to plan approval.

152. Provide and/or pay for all applicable cost and fees including connection facilities, relocation of facilities, and additional facilities that may be necessary to accommodate applicant's proposed water and sewer usage, while maintaining resiliency of pipelines, installation of pressure reduction, and/or pump stations (subject to the application of appropriate credits for additional facilities provided by applicant).

153. For water, sewer and/or recycled water service by Western, the developer must comply with the "Standard Conditions," and all applicable Rules, Regulations, and General Policies of Western at the time of construction.

154. Contact Western's Development Services Department at (951) 571-7100 for further information.

ATTACHMENT A

Standard March JPA Operation Mitigation Measures

To be placed on the cover sheet of all grading and building construction plan submittals

1. Future uses shall comply with all applicable permitting requirements for new or modified emission sources subject to SCAQMD rules and regulations.

2. All internal combustion engine-driven equipment will be properly maintained and tuned according to manufacturer's specifications.

3. Hazardous materials certified handler and disposal service shall conduct the disposal and servicing of any hazardous materials.

4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris by the developer or the developer's successor-in-interest. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust.

5. Green waste generated by the Development shall be kept separate from other waste types in order that it can be recycled for onsite composting or directed to local wood grinding and/or composting facility.

6. Any graffiti located onsite shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.

ATTACHMENT B

SEEFRIED INDUSTRIAL PARTNERS
ACCEPTANCE OF CONDITIONS OF APPROVAL
FOR THE
MERIDIAN WEST – BUILDING 4
INDUSTRIAL WAREHOUSE BUILDING PROJECT
PLOT PLAN 22-01

The March Joint Powers Commission considered and **APPROVED** the Meridian West – Building 4 Industrial Warehouse Building Project, with **Conditions of Approval**, on _____.

Seefried Industrial Partners, acknowledges and accepts the Conditions of Approvals for the Meridian West – Building 4 Industrial Warehouse Building Project, as approved by the March Joint Powers Commission. Upon signature and return of this Acceptance to the March Joint Powers Authority, Seefried Industrial Partners, will be allowed/authorized to submit construction plans for the Meridian West – Building 4 Industrial Warehouse Project.

SEEFRIED INDUSTRIAL PARTNERS

_____ _____

Owner/Applicant Signature **Date**

_____ _____

Owner/Applicant Printed Name **Owner/Applicant Title/Position**

ATTACHMENT 2

Meridian West – Building 4 Industrial Warehouse Building Project

NOTICE OF DETERMINATION

MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518

(951) 656-7000 | FAX (951) 653-5558 | WEBSITE: www.marchjpa.com | E-MAIL: info@marchjpa.com

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or ☒ **County Clerk** County of: Riverside Address: 2724 Gateway Drive Riverside, CA 92507	**FROM:**	**Public Agency/Lead Agency:** March Joint Powers Authority Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Jeffrey M. Smith, AICP Phone: (951) 656-7000

TO:	☒ Office of Planning and Research P. O. Box 3044 Sacramento, CA 95812-3044	Lead Agency (if different from above) Address:
	☒ 1400 Tenth Street (overnight or hand delivery) Sacramento, CA 95814	Contact: Phone:

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

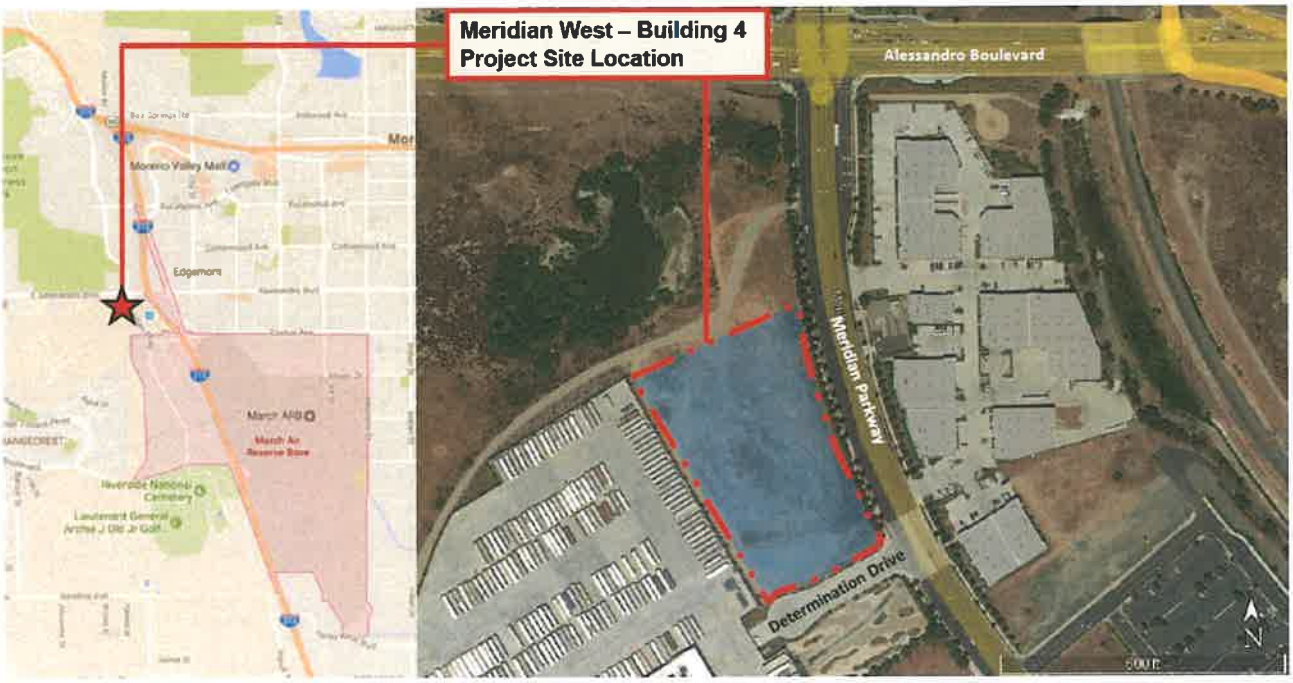
State Clearinghouse Number (If submitted to SCH): 2016061020	
Project Title: Meridian West – Building 4 Industrial Warehouse Building Project: Plot Plan 22-01 (PP 22-01)	
Project Applicant: Seefried Industrial Properties.	
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name): The approximately 4.55-acre mass-graded, vacant Project site is located south of Alessandro Boulevard, at the northwest corner of Meridian Parkway and Determination Drive, in unincorporated Riverside County, California, within the land use jurisdiction of the March Joint Powers Authority. See attached map.	
General Project Location (City and/or County): County of Riverside	
Project Description: The proposed Project consists of the following: Plot Plan 22-01 (PP 22-01): The proposed Plot Plan would authorize the construction of an 80,074-square-foot industrial warehouse building on a 4.55-acre vacant parcel, inclusive of a 3,020 square-foot first floor office space and no mezzanine area, along with one (1) grade level loading door and fifteen (15) loading dock doors on the north side of the building. The building is proposed to have a maximum height of 42 feet. The project site is will also have 100 parking spaces. The project has been designed to be in compliance with the March Joint Powers Development Code. An end user has not been identified.	
Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project. Seefried Industrial Properties	

This is to advise that the (☒ **Lead Agency** or ☐ Responsible Agency) has approved the above described project on **October 12, 2022** and has made the following determinations regarding the above described project:

1.	☐	The project will have a significant effect on the environment.
	☒	**The project will NOT have a significant effect on the environment**
2.	☐	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☐	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☒	**A CEQA Addendum to the Certified EIR (SCH# 2016061020) (MJPA Resolution #JPA 17-28), for Plot Plan 22-01 (PP 22-01), was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgement of the Lead Agency.**
3.	☒	**Mitigation measures from the applicable Certified EIR were made a condition of the approval of the project but were adopted when the EIR was certified.**
	☐	Mitigation measures were NOT made a condition of the approval of the project.
4.	☐	A Mitigation Monitoring or Reporting Plan was adopted for this project.
	☒	**A Mitigation Monitoring or Reporting Plan was NOT adopted for this project.**
5.	☐	A Statement of Overriding Considerations was adopted for this project.
	☒	**A Statement of Overriding Considerations was NOT adopted for this project but were made when the EIR was certified.**
6.	☒	**Findings were made pursuant to the provisions of CEQA.**
	☐	Findings were NOT made pursuant to the provisions of CEQA.
	☒	**A CEQA Addendum to the Certified EIR (SCH# 2016061020) (MJPA Resolution #JPA 17-28), for Plot Plan 22-01 (PP 22-01), with comments and responses and record of project approval is available to the general public at the following location(s)**
		Custodian: March Joint Powers Authority / **Location:** 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

Date: October 12, 2022	**Signature:** _____ Jeffrey Smith
Date Received for Filing: _____	**Title:** Principal Planner

Authority cited: Sections 21083, Public Recourse Code.
Reference Section 21000-21174, Public Resources Code.



Meridian West – Building 4 Industrial Warehouse Building Project Location:

The approximately 4.55-acre mass-graded, vacant Project site is located south of Alessandro Boulevard, at the northwest corner of Meridian Parkway and Determination Drive, in unincorporated Riverside County, California, within the land use jurisdiction of the March Joint Powers Authority.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA & MIPAA - Reports, Discussions and Action Items
Agenda Item No. 10 (1)

Meeting Date: October 12, 2022

Action: **APPROVE THE MARCH JOINT POWERS AUTHORITY SUNSET TERM SHEET AND SCHEDULE; AND DIRECT STAFF TO PREPARE THE FOLLOWING FOR CONSIDERATION BY MARCH JPA MEMBER AGENCIES; A) THE 14TH AMENDMENT TO THE JOINT POWERS AGREEMENT AND B) TAX AND REVENUE SHARING AGREEMENT**

Motions: Move to approve the March Joint Powers Authority sunset term sheet and schedule; and direct staff to prepare the following for consideration by March JPA member agencies; a) the 14th Amendment to the Joint Powers Agreement and b) tax and revenue sharing agreement.

Background:

On May 11, 2022, the March JPA Commission, at their regularly scheduled meeting, directed staff to transition JPA sunset discussions from a "planning phase" to a "formal negotiation phase". This phase involved private negotiations of terms among the member agencies, facilitated by March JPA staff. Because this phase involved the sharing of proprietary data between the agencies, with legal counsel involvement, the TAC was not deemed an appropriate forum for such discussions. The Executive Director was authorized to work independently with member agency administrators, to draft agreement terms and documents for the Commission's consideration.

Consistent with the Commission's direction in May, the March JPA staff, in collaboration with city and county administrators, presents the following sunset terms and schedule for the Commission's consideration.

MARCH JOINT POWERS AUTHORITY SUNSET TERM SHEET & SCHEDULE

TERM SHEET

A. Document #1 – 14th Amendment to the Joint Powers Agreement

Effective date for transfer of duties: July 1, 2025.

Member Agencies to approve a 14th Amendment to the Joint Powers Agreement.

- Key Change: Removal of municipal service responsibilities for non-Airport property; i.e., land use authority, public works, policing, fire, etc.
- Clarifications: Clearly address management of March Inland Port Airport in its capacity as March Inland Port Airport Authority.
- Successor Agency will remain unaffected.

B. Document #2 – Tax and Revenue Sharing Agreement

Effective date for tax and revenue sharing: July 1, 2023. Term to run through August 1, 2041.

Member Agencies to enter into a tax and revenue sharing agreement to compensate the County for the cost of services and distribute the remainder among member agencies.

- Distribution of Property Taxes:
  - County to retain a funds sufficient to cover the cost of County service provision. This amount shall be based on FY2020-21 actuals (estimated baseline at $2.4 million) plus an annual adjustment based on the Riverside-San Bernardino-Ontario Consumer Price Index published by BLS (CPI-U).
  - County to issue annual payment to City of Moreno Valley and City of Riverside to reimburse those cities for RPTTF payments made by property owners within their respective jurisdictions. Note: These payments will be made on actuals calculated as follows: RPTTF Gross Growth less Pass-through Payments, County Administrative Fees, and Residual Receipts.
  - No deduction for payments from County to Authority for operations between July 1, 2023 and July 1, 2025. Authority anticipated to be funded by reserves.
  - Remainder to be distributed as follows: (1) 75% to County; (2) 25% split evenly between City Member Agencies (i.e., c. 8.33% each).
- Distribution of Sales Taxes, Transient Occupancy Taxes, and Franchise Fees:
  - All Member Agencies to receive even 25% share of these revenues.
- Distribution of Land Sales Revenues and Other Authority Funds
  - Member Agencies shall receive an equal share of land sale proceeds (i.e., 25% each) over and above any amounts required for Authority administration. If, on July 1, 2025, the Authority has sufficient funds to allow for a distribution to Member Agencies (which will be determined by the Joint Powers Commission,

in its sole discretion), such funds shall be distributed equally among Member Agencies.

- Successor Agency Obligations:
    - Agreement to remain in place until Authority Successor Agency's outstanding bond obligations are fulfilled, i.e., August 1, 2041.
- Rules Regarding Annexations
    - City Member Agencies agree not to take active steps toward the annexation of territory during the term (e.g., pre-zoning/planning, MSRs, or applications for annexation) and not to solicit or encourage the annexation of territory during the term. Penalties might include a repayment of previously distributed funds and/or foregoing future allocations.
    - TO BE DISCUSSED: If, despite the foregoing, a property owner within the territory annexes into a City Member Agency during the term, the agreement may provide for some sort of financial consequence in above formula.

SCHEDULE

September 2022	Internal Review by Authority and Member Agencies of Terms, including possible closed session discussions as sunsetting process is partly an effort to avoid litigation among parties.
October 2022	Authority Executive Director to obtain Joint Powers Commission consent to prepare documents in accordance with term sheet and distribute to Member Agencies.
November 2022	Documents drafted and distributed with cover memo and additional documents necessary for adoption by Member Agencies.
January 2023	Member Agencies to obtain approval by their legislative bodies on both agreements.
July 2023	Tax and revenue sharing commences.
July 2025	County commences provision of municipal services within Authority territory. Authority continues to operate Airport and administer Successor Agency.

Staff recommends that the Commission approves the aforementioned March JPA sunset terms and schedule; and direct staff to prepare the following for consideration by March JPA member agencies; a) the 14th Amendment to the Joint Powers Agreement and b) tax and revenue sharing agreement.

Outstanding matters for future discussions:
Subsequent to the execution of the aforementioned documents, the Authority and its member agencies must finalize subsequent discussions and separate agreements (as applicable) on the following items, no later than the fourth quarter of 2024.

- Airport – Ensuring Airport is in sufficient position financially and operationally to standalone in the absence of the staffing support provided as a result of the Authority's present operations. (Examples include staffing adjustments, consideration of debt forgiveness, review of capital plans, and preparation of master planning documents).

- LLMDs/CFDs – Determination of best approach to addressing the future of these districts, which maintain certain public facilities (particularly landscaping) within the Authority's territory. It was anticipated that these would be transferred to the County for future administration. However, there are legal challenges that must be evaluated. Alternatives may need to be developed and assessed, including possibly leaving these to be managed by the Authority.

- Employee Retention and Managed Transition – Determination of how to retain employees through June 30, 2025. This may include bonus structures, commitments of future employment, and training of role transition.

- Assignment of Land Use and Development Agreements – The Authority is party to a number of development deals as the de facto local planning agency for its territory. These agreements need to be evaluated and assigned, presumably to the County.

- Other Agreements – As the Authority continues to provide municipal functions through June 30, 2025, it will have a number of goods, services, and public works agreements. These will need to either be wound down or assigned.

- Utility System – March Joint Powers Utility Authority to be wound down. This may require investment of Authority capital or development deals. Given that the County is not a member to the Utility Authority, it is assumed that the County will not take responsibility for this.

- Green Acres – The Authority currently manages housing. The Commission has provided direction on this and Authority staff is working diligently consistent with that direction.

- PERS – The Authority may wish to consider paying down some of its pension obligations in advance of June 30, 2025.

- JPA Funding – Without the annual County payment to the Authority, although not anticipated (due to reserves), it may be necessary for Member Agencies provide financial support to cover Authority operational costs.

Attachments: None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA & MIPAA - Reports, Discussions and Action Items
Agenda Item No. 10 (2)

Meeting Date: October 12, 2022

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Special Meeting report for October 3, 2022.

Background:

The Technical Advisory Committee (TAC) is comprised of city managers, or designated representatives, from the Cities of Perris, Moreno Valley and Riverside, as well as a representative from the County Administrative Office. Representing Congressman Mark Takano's office as TAC Chair is Tisa Rodriguez.

The TAC's role is to focus on major development issues facing the March JPA. The Commission also appointed the TAC members as the ad-hoc to work with staff on the JPA sunsetting process.

On October 3rd, the TAC held its regular meeting and received: 1) a report from Senior Planner Lauren Sotelo regarding Plot Plan 22-02 and Tentative Parcel Map TPM 22-01 for Meridian South Campus Buildings F and G; and 2) a report by Simon Houseman regarding the status of the Military Compatibility Use Study.

The March JPA Commission will receive a meeting summary from TAC Chair, Tisa Rodriguez.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA & MIPAA - Reports, Discussions and Action Items
Agenda Item No. 10 (3)

Meeting Date: October 12, 2022

Actions: **APPROVE THE FIRST AMENDMENT TO THE EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH DR. GRACE MARTIN AND AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT**

Motion: Move to approve the First Amendment to the Employment Agreement with Dr. Grace Martin and authorize the Chair to execute the agreement.

Background:

On September 9, 2021, Dr. Grace Martin was hired to serve as the Authority's Executive Director. Last month, the Authority conducted Dr. Martin's performances evaluation. As a result of negotiations, the following changes are proposed to the Employment Agreement: (1) an extension of one year to the term; (2) an increase to the annual compensation from $200,000 to $265,000; and (3) an increase to the severance paid in the event of termination without cause from six months to nine months. For reference, the prior permanent Executive Director's contract at the time of departure provided for annual compensation of $267,411 and severance in the event of termination without cause of twelve months.

Attachments:
1) Proposed First Amendment
2) Executive Director Employment Agreement
3) 10/12/22 Salary Schedule

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
THE MARCH JOINT POWERS AUTHORITY AND DR. GRACE MARTIN

This First Amendment to the Employment Agreement ("First Agreement") is made by and between Dr. Grace Martin ("Employee") and the March Joint Powers Authority, a California joint powers authority, ("Authority") and is entered into this 12th day of October, 2022.

WHEREAS, the Authority and Employee entered into an Employment Agreement under which Employee has served as Executive Director since September 9, 2021 ("Original Agreement"); and

WHEREAS, Authority and Employee now wish to amend the Original Agreement to extend Employee's term, increase Employee's pay, and expand Employee's severance.

NOW, THEREFORE, the Authority and Employee agree as follows:

1. Section 2.A. of the Original Agreement is hereby amended to increase the term from "three (3) years" to "four (4) years."

2. Section 3.A. of the Original Agreement is hereby amended to increase the severance provided in the case of termination without cause from "six (6) months" to "nine (9) months." Said severance shall remain subject to all the requirements in Section 3.A. of the Original Agreement.

3. Section 4.A. of the Original Agreement is hereby amended to increase Employee's annual salary from "Two Hundred Thousand Dollars ($200,000.00)" to "Two Hundred and Sixty Five Thousand Dollars ($265,000.00)."

4. Except as stated herein, the Original Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Authority and Employee have executed this First Amendment on this 12th day of October, 2022.

By: _____
Dr. Grace Martin, Employee

By: _____
Jeff Hewitt, Chair
March Joint Powers Authority

EXECUTIVE DIRECTOR

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between MARCH JOINT POWERS AUTHORITY (hereinafter "Authority"), a governmental entity created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, and DR. GRACE MARTIN (hereinafter "Employee").

RECITALS

WHEREAS, the Authority's Joint Powers Agreement entered into on or about September 7, 1993 authorized Authority to employ such staff and support personnel as may be necessary; and

WHEREAS, Authority desires to retain Employee as Executive Director of Authority to perform the duties and functions as may be specified by Authority's Joint Powers Agreement and to perform such other legally permissible and proper duties and functions as the Authority from time to time may assign; and

WHEREAS, Employee desires to serve as Authority's Executive Director.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

AGREEMENT

SECTION 1. DUTIES.

Authority hereby agrees to hire Employee as Executive Director. Employee shall assume the powers of the Executive Director position, and perform the functions and duties specified by Authority and such other applicable laws, rules, regulations, orders, directive and the like now in effect or hereafter adopted by Authority.

SECTION 2. TERMS.

A. Effective September 9, 2021, Employee shall fulfill the powers, functions and duties of the Executive Director and will serve in this capacity for a period of three (3) years, unless this Agreement is terminated pursuant to Section 3, below.

B. The term of this Agreement is with regard to benefits and conditions and is not intended to alter the at-will nature of employee's employment. Accordingly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Authority to terminate

the services of Employee at any time subject only to the provision set forth in Section 3, below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as Executive Director, subject only to the provisions set forth in Section 3, below.

SECTION 3. TERMINATION.

A. **By Employer Not For Cause**

At any time, Authority may terminate Employee without Cause (as defined in Section 3(B) below) by providing Employee written notice of termination. In the event Employee is terminated without cause, Employee shall be entitled to an amount equal to Employee's base salary for six (6) months conditioned upon Employee signing a release agreement waiving any and all claims Employee may have against Authority related to or arising out of Employee's employment with Authority, including the termination of said employment. In order for Employee to be eligible for the severance payment, her release agreement must be finalized no later than twenty-one (21) days after the effective date of Employee's termination or the date upon which the release agreement is presented to Employee, whichever is later. Thereafter, all of Authority's obligations under this Agreement shall cease. Authority may dismiss Employee as provided in this Section 3 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Authority relating to the employment, discipline, or termination of its employees.

Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Employee may receive in the event of the termination of this Agreement, as set forth in this Section, shall not exceed an amount equal to the monthly base salary of Employee multiplied by the number of months left on the unexpired term of this Agreement.

B. **By Employer for Cause**

At any time, and without prior notice, Authority may terminate Employee for Cause. Authority shall pay Employee all compensation then due and owing; thereafter, all of Authority's obligations under this Agreement shall cease. Termination shall be for "Cause" if Employee: (i) acts in bad faith and to the detriment of Authority; (ii) willfully and unequivocally refuses or fails to act in accordance with any specific direction or order of Authority; (iii) exhibits in regard to her employment gross unfitness or chronic unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person resulting in incarceration; and/or (v) breaches any material term of this Agreement.

In compliance with Government Code Section 53243, to the extent Authority provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of

the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Section 3(B) of this Agreement, Employee shall fully reimburse Authority for any and all amounts paid by Authority which fall within any such categories in the event that the Employee is convicted of a crime involving the abuse of their office or position.

C. **By Employee**

In the event that Employee desires to terminate this Agreement during such time as Authority desires to continue Employee in the capacity of Executive Director, Employee agrees to provide the Authority with thirty (30) days' written notice of said termination.

SECTION 4. SALARY.

A. Authority agrees to pay Employee a yearly salary of Two Hundred Thousand Dollars ($200,000.00) in accordance with Employer's regularly established policies and the terms of this Agreement. Said salary shall increase annually as of the anniversary of the effective date of this Agreement by five percent based on Employee's receipt of a positive performance evaluation.

SECTION 5. OTHER BENEFITS.

Employee shall be entitled to all benefits set forth in the Authority's benefit package entitled "Executive Management Benefits" attached and incorporated herein as Exhibit "A" and the following benefits:

A. **Vacation Leave.** Authority shall provide to Employee vacation leave at an accrual rate of three (3) weeks per year, subject to the requirement that Employee use a minimum of two (2) weeks of vacation leave per year. Employee may not exceed the four hundred and eighty (480) hour accrual limit established as of the date of this Agreement for Executive Management employees. Employee shall be entitled to cash out 100% of her vacation leave balance at the termination of her employment.

B. **Sick Leave.** Employee shall be entitled to accrue, use and cash out sick leave upon termination on the same basis as all Authority employees as defined in the Personnel Rules and Regulations.

C. **Holidays.** Employee shall observe the same holidays as all JPA employees.

D. **Group Insurance.** The Authority agrees to put into force and make premium payments for Employee, her spouse and dependents on the same basis as it does for health, dental, vision, long-term disability insurance, and other insurance benefits generally given to or provided by the Authority for "Executive Management Employees."

E. **Flexible Benefit Plan.** Payments for benefits are paid from a Flexible Benefit Plan, which will be commensurate with the March JPA Career employees and any adjustments as they occur. Additionally, Executive Management employees are entitled to a management benefit package equal to six percent (6%) of their gross annual salary. Any unobligated flex dollars may be disbursed as taxable wages.

F. **Administrative Leave.** Employee shall accrue eight (80) hours of administrative leave annually, earned on a daily basis pro-rata for the calendar year. Notwithstanding any contrary provision of Personnel Rules and Regulations, Administrative leave provided to Employee is an annual allocation which must be used during the calendar year such leave is earned and may not be carried over or cashed out if unused by the end of the calendar year.

G. **Retirement.** Authority contracts with CalPERS for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between Authority and CalPERS. The applicable retirement formula will be determined by CalPERS after Authority has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with Authority's policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the provisions of the California Public Employees' Pension Reform Act of 2013. Employee shall complete the "Member Reciprocal Self-Certification Form" and submit the form to Authority within 10 business days after employment has commenced.

H. **Dues, Subscription and License Fees**. To the extent Authority's approved annual budget designates sufficient funds for the purposes identified in this section, Authority agrees to pay for the professional dues and subscriptions necessary for Employee's continued and full participation in national, state, regional and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of Authority.

I. **Professional Development**. To the extent Authority's approved annual budget designates sufficient funds for the following purposes, and upon prior approval of the Chair or Vice Chair of the Joint Powers Commission, and subject to Authority's travel policy as stated in Authority's Personnel Rules and Regulations, Authority agrees to pay registration fees and travel subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official business and other functions for Authority.

SECTION 6. PERFORMANCE EVALUATION

The Authority will conduct an evaluation of Employee on a yearly basis on or around the anniversary date of this Agreement. During the performance evaluations, the Authority and Employee shall discuss, and the Authority shall set, goals and objectives for the ensuing year. In addition, the Authority shall review Employee's then current salary and based on performance to date shall consider whether or not to adjust such salary for the ensuing year pursuant to Section

4, above.

SECTION 7. INDEMNIFICATION

Authority shall indemnify and defend Employee in accordance with the California Government Claims Act. Unless otherwise specifically required by law, Authority shall determine, in its sole discretion, whether to file an appeal if a final judgment is adverse to Employee or whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Authority shall, by resolution, fix any other terms and conditions of employment related to the performance of Employee, provided such terms and conditions are not inconsistent with the provision of the Agreement or law.

SECTION 9. INTEGRATION.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Authority. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Authority, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

SECTION 10. AMENDMENTS; WAIVERS.

This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

SECTION 11. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

Employee agrees that she will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Authority with, or its merger into,

any other entity, or the sale by Authority of all or substantially all of its assets, or the otherwise lawful assignment by Authority of any rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those specifically enumerated in this Agreement.

SECTION 12. SEVERABILITY.

If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

SECTION 13. ATTORNEYS' FEES.

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

SECTION 14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15. INTERPRETATION.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

SECTION 16. NOTICES.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below, or to such other addresses as from time to time shall be designated by the respective parties.

Authority	March Joint Powers Authority 14205 Meridian Parkway, Suite 140 Riverside, CA 92518
Employee	Dr. Grace Martin Address on File

SECTION 17. COUNTERPARTS.

This Agreement may be executed in triplicate counter parts, each of which shall be deemed an original, but all of which together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and Employee have executed the Agreement on the date(s) written below.

MARCH JOINT POWERS AUTHORITY

By: _____
Rita Rogers, Chair

Date: 9/9/21

EMPLOYEE

By: _____
Dr. Grace I. Martin

Date: 09/09/21

Approved as to Form

By _____
Thomas Rice, General Counsel
March Joint Powers Authority

Exhibit "A"

March Joint Powers Authority
Executive Management Benefits per Personnel Rules and Regulations

1. Flexible Benefit Bank equivalent with career employees. What is not used for benefits will be added to employee's check as taxable wages.

2. Management Bank 6% of salary. What is not used for benefits will be added to employee's check as taxable wages.

3. 80 hours of Administrative Leave per year, accrued at 3.07 hours per pay period (must be used within the year, cannot carry over into next year).

4. 15 days of vacation per year, accrued at 4.615 hours per pay period.

5. 12 sick days per year, accrued at 3.69 hours per pay period, with no accrual limits.

6. 11 paid holidays per year.

7. 2 paid floating holidays per year.

8. Voluntary 457 deferred compensation plan. Employee may defer the maximum allowable by law.

9. Medical Reimbursement Plan allowing employees to contribute up to $2,000 pre-tax dollars per year.

10. Dependent Care assistance account, allows employee to pay for out-of-pocket, work related dependent day cost with pre-tax dollars.

11. California Public Employee Retirement System enrollment rate of 2.7% at 55 for Classic members or 2.0% at 62 for PEPRA members.

12. Employer paid life insurance at three times annual salary not to exceed $300,000.

13. Employer paid short-term (maximum weekly benefit of $500, and maximum benefit period of 13 weeks) and long-term disability (maximum monthly benefit of $4000, and maximum benefit period based on age at disability) at 60% of salary pursuant to Authority policy as of date of hire.

March Joint Powers Authority
Salary Scale
Effective October 12, 2022

POSITION	STATUS	Grade	A	B	C	D	E	F
Receptionist/Office Assistant	NE	1	$ 40,246	$ 42,709	$ 45,324	$ 48,098	$ 51,042	$ 54,166
			$ 19.35	$ 20.53	$ 21.79	$ 23.12	$ 24.54	$ 26.04
		2	$ 41,051	$ 43,564	$ 46,230	$ 49,060	$ 52,063	$ 55,249
			$ 19.74	$ 20.94	$ 22.23	$ 23.59	$ 25.03	$ 26.56
		3	$ 41,872	$ 44,435	$ 47,155	$ 50,041	$ 53,104	$ 56,354
			$ 20.13	$ 21.36	$ 22.67	$ 24.06	$ 25.53	$ 27.09
Grounds/Maintenance Worker III	NE	1	$ 52,258	$ 55,457	$ 58,851	$ 62,453	$ 66,276	$ 70,332
			$ 25.12	$ 26.66	$ 28.29	$ 30.03	$ 31.86	$ 33.81
		2	$ 53,303	$ 56,566	$ 60,028	$ 63,702	$ 67,601	$ 71,739
			$ 25.63	$ 27.20	$ 28.86	$ 30.63	$ 32.50	$ 34.49
		3	$ 54,369	$ 57,697	$ 61,229	$ 64,976	$ 68,953	$ 73,174
			$ 26.14	$ 27.74	$ 29.44	$ 31.24	$ 33.15	$ 35.18
Business Development Specialist	NE	1	$ 60,081	$ 63,758	$ 67,661	$ 71,802	$ 76,197	$ 80,861
			$ 28.89	$ 30.65	$ 32.53	$ 34.52	$ 36.63	$ 38.88
		2	$ 61,282	$ 65,033	$ 69,014	$ 73,238	$ 77,721	$ 82,478
			$ 29.46	$ 31.27	$ 33.18	$ 35.21	$ 37.37	$ 39.65
		3	$ 62,508	$ 66,334	$ 70,394	$ 74,703	$ 79,275	$ 84,128
			$ 30.05	$ 31.89	$ 33.84	$ 35.91	$ 38.11	$ 40.45
Airport Operations Coordinator	PAM	1	$ 63,686	$ 67,584	$ 71,721	$ 76,110	$ 80,769	$ 85,713
			$ 30.62	$ 32.49	$ 34.48	$ 36.59	$ 38.83	$ 41.21
		2	$ 64,960	$ 68,936	$ 73,155	$ 77,633	$ 82,384	$ 87,427
			$ 31.23	$ 33.14	$ 35.17	$ 37.32	$ 39.61	$ 42.03
		3	$ 66,259	$ 70,314	$ 74,618	$ 79,185	$ 84,032	$ 89,176
			$ 31.86	$ 33.80	$ 35.87	$ 38.07	$ 40.40	$ 42.87
Property Manager	PAM	1	$ 69,475	$ 73,727	$ 78,240	$ 83,028	$ 88,110	$ 93,504
			$ 33.40	$ 35.45	$ 37.62	$ 39.92	$ 42.36	$ 44.95
		2	$ 70,864	$ 75,201	$ 79,804	$ 84,689	$ 89,873	$ 95,374
			$ 34.07	$ 36.15	$ 38.37	$ 40.72	$ 43.21	$ 45.85
		3	$ 72,281	$ 76,705	$ 81,400	$ 86,383	$ 91,670	$ 97,281
			$ 34.75	$ 36.88	$ 39.13	$ 41.53	$ 44.07	$ 46.77
Executive Assistant / Clerk	PAM	1	$ 76,847	$ 81,550	$ 86,542	$ 91,839	$ 97,460	$ 103,426
			$ 36.95	$ 39.21	$ 41.61	$ 44.15	$ 46.86	$ 49.72
		2	$ 78,384	$ 83,181	$ 88,273	$ 93,676	$ 99,410	$ 105,494
			$ 37.68	$ 39.99	$ 42.44	$ 45.04	$ 47.79	$ 50.72
		3	$ 79,951	$ 84,845	$ 90,038	$ 95,549	$ 101,398	$ 107,604
			$ 38.44	$ 40.79	$ 43.29	$ 45.94	$ 48.75	$ 51.73
Senior Planner	PAM	1	$ 87,185	$ 92,521	$ 98,184	$ 104,194	$ 110,572	$ 117,340
			$ 41.92	$ 44.48	$ 47.20	$ 50.09	$ 53.16	$ 56.41
		2	$ 88,929	$ 94,372	$ 100,148	$ 106,278	$ 112,783	$ 119,686
			$ 42.75	$ 45.37	$ 48.15	$ 51.10	$ 54.22	$ 57.54
		3	$ 90,707	$ 96,259	$ 102,151	$ 108,404	$ 115,039	$ 122,080
			$ 43.61	$ 46.28	$ 49.11	$ 52.12	$ 55.31	$ 58.69
Principal Planner	PAM	1	$ 110,797	$ 117,578	$ 124,775	$ 132,412	$ 140,517	$ 149,118
			$ 53.27	$ 56.53	$ 59.99	$ 63.66	$ 67.56	$ 71.69
		2	$ 113,012	$ 119,930	$ 127,270	$ 135,060	$ 143,327	$ 152,100
			$ 54.33	$ 57.66	$ 61.19	$ 64.93	$ 68.91	$ 73.12
		3	$ 115,273	$ 122,328	$ 129,816	$ 137,762	$ 146,194	$ 155,142
			$ 55.42	$ 58.81	$ 62.41	$ 66.23	$ 70.29	$ 74.59
Planning Director	MM	1	$ 129,955	$ 137,910	$ 146,351	$ 155,309	$ 164,815	$ 174,903
			$ 62.48	$ 66.30	$ 70.36	$ 74.67	$ 79.24	$ 84.09
		2	$ 132,554	$ 140,668	$ 149,278	$ 158,415	$ 168,111	$ 178,401
			$ 63.73	$ 67.63	$ 71.77	$ 76.16	$ 80.82	$ 85.77
		3	$ 135,206	$ 143,481	$ 152,263	$ 161,583	$ 171,473	$ 181,969
			$ 65.00	$ 68.98	$ 73.20	$ 77.68	$ 82.44	$ 87.49

March Joint Powers Authority
Salary Scale
Effective October 12, 2022

POSITION	STATUS	Grade	A	B	C	D	E	F
Airport Director	MM	1	$ 135,680	$ 143,985	$ 152,798	$ 162,150	$ 172,075	$ 182,607
			$ 65.23	$ 69.22	$ 73.46	$ 77.96	$ 82.73	$ 87.79
		2	$ 138,394	$ 146,864	$ 155,854	$ 165,393	$ 175,517	$ 186,260
			$ 66.54	$ 70.61	$ 74.93	$ 79.52	$ 84.38	$ 89.55
		3	$ 141,161	$ 149,802	$ 158,971	$ 168,701	$ 179,027	$ 189,985
			$ 67.87	$ 72.02	$ 76.43	$ 81.11	$ 86.07	$ 91.34
Deputy Director	EM	1	$ 143,821	$ 152,624	$ 161,966	$ 171,879	$ 182,400	$ 193,564
			$ 69.14	$ 73.38	$ 77.87	$ 82.63	$ 87.69	$ 93.06
		2	$ 146,697	$ 155,676	$ 165,205	$ 175,317	$ 186,048	$ 197,435
			$ 70.53	$ 74.84	$ 79.43	$ 84.29	$ 89.45	$ 94.92
		3	$ 149,631	$ 158,790	$ 168,509	$ 178,823	$ 189,768	$ 201,384
			$ 71.94	$ 76.34	$ 81.01	$ 85.97	$ 91.23	$ 96.82
Executive Director Current Annual Contract Amount - EM								$ 265,000

Non-shaded rows indicate authorized and filled positions. Shaded rows indicate unfilled positions.
Annual and Hourly equivalent wage rates are indicated.
NE: Non-Exempt PAM: Professional/Administrative Management MM: Mid-Management EM: Executive Management
Benefit Bank package for all employees is $12,604 per year.
Management receives an additional management package as follows: PAM=2% of Salary, MM=4% of Salary, EM=6% of Salary

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA & MIPAA - Reports, Discussions and Action Items
Agenda Item No. 10 (4)

Meeting Date: October 12, 2022

Actions: **APPROVE A REDUCED SCHEDULE FOR MARCH JOINT POWERS COMMISSION MEETINGS FOR THE MONTHS OF NOVEMBER 2022 THROUGH JANUARY 2023**

Motion: Move to approve a reduced schedule for March Joint Powers Commission meetings for the months of November 2022 through January 2023, or take whatever action as deemed appropriate by the Commission.

Background:

While 2022 has been a very busy year for the March JPA, we are experiencing a slow-down in public hearing activities as we near the holidays. For example, the September 14th regular March Joint Powers Commission meeting was cancelled to allow staff time to consolidate key items, including public hearing projects, under a single Commission packet that would allow for a full agenda and an effective public meeting on September 28th. As such, this item is placed on the agenda for a discussion to reduce the frequency of March Joint Powers Commission meetings to once a month, between the months of November 2022 through January 2023. The Commission reserves the right to modify meeting schedules as needed.

Proposed Schedule November - January:

November 9, 2022
December 14, 2022
January 11, 2023

Attachment: None

MARCH JOINT POWERS COMMISSION
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 11 (1)

Meeting Date: October 12, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF MARCH INLAND PORT AIRPORT AUTHORITY**

Motion: Move to Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority.

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None

MARCH JOINT POWERS COMMISSION
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA - Consent Calendar
Agenda Item No. 12 (1)

Meeting Date: October 12, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF MARCH JOINT POWERS UTILITIES AUTHORITY**

Motion: Move to Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority.

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None