

# MARCH JOINT POWERS AUTHORITY



**NOTICE OF THE 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 **Western Municipal Water District - Board Room, 14205 Meridian Parkway, Riverside, California 92518** on **Wednesday, August 23, 2023 at 3:00 p.m.**

This Notice was posted on 08/17/23 at the following locations:

Western Municipal Water District  
14205 Meridian Parkway  
Riverside, CA 92518

On August 17, 2023, 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 Authority Commission

**REGULAR MEETING**  
of the  
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City of Moreno Valley • City of Riverside • City of Perris

***Wednesday, August 23, 2023 - 3:00 PM***

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

**ALL MEETINGS ARE OPEN TO THE PUBLIC.**

**Interested persons are encouraged to participate in the activities of the 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.**

**ADA: If you require special accommodations during your attendance at a meeting, please contact the 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  
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**MARCH JOINT POWERS UTILITIES AUTHORITY**  
City of Moreno Valley • City of Riverside • City of Perris

**Wednesday, August 23, 2023 - 3:00 PM**

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

**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 Regular Meeting held on August 9, 2023 - Page 6**
- 7. Public Comments**  
*Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.*

8. **Consent Calendar**  
**MJPA Operations**
  - 1) Report: Receive and file Financial Status Reports – Page 11
  - 2) Action: Approve May and June 2023 Financial Disbursements – Page 56
  
9. **MJPA - Reports, Discussions and Action Items**
  - 1) Action: Adopt Resolution JPA 23-16 amending the Fiscal Years 2022/2023 and 2023/2024 March Joint Powers Authority adopted budgets for facilities management and liability insurance – Page 68  
*Dr. Grace Martin, Executive Director*
  - 2) Action: Approve an interim outlet structure cooperative agreement with Riverside County Flood control and Water Conservation District, and authorize the Executive Director to finalize and execute the agreement – Page 72  
*Dr. Grace Martin, Executive Director*
  - 3) Action: Authorize advertising Requests for Proposals for March northeast corner demolition – Page 108  
*Dr. Grace Martin, Executive Director*
  
10. **Consent Calendar**  
**MIPAA – Operations**
  - 1) Report: Receive and file Financial Status Reports – Page 109
  - 2) Action: Approve May and June 2023 Financial Disbursements – Page 118
  
11. **MIPAA - Reports, Discussions and Action Items**
  - 1) Action: Approve an Airport Exclusive Negotiation Agreement with Riverside County Sheriff Department on a portion of Parcel D-1, and authorize the Executive Director to finalize and execute the agreement - Page 121  
*Dr. Grace Martin, Executive Director*
  
12. **Consent Calendar**  
**MJPUA – Operations**
  - 1) Report: Receive and file Financial Status Reports – Page 131
  - 2) Action: Approve May and June 2023 Financial Disbursements – Page 138
  
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. **Closed Session**  
**CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE 54957.6)**  
Agency Designated Representatives: Executive Director, General Counsel, or other designee.  
Unrepresented Employees: Receptionist/Office Assistant; Business Development Specialist; Grounds/Maintenance Worker III; Airport Operations Coordinator; Executive Assistant/Clerk; Property Manager; Senior Planner; Principal Planner; Planning Director; Accounting Manager/Controller; Permit Technician; Deputy Director.
  
17. **Adjournment**

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 5:00 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](http://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: August 17, 2023

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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**Wednesday, August 9, 2023 - 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 Conder called the meeting to order at 3:01 p.m.
- 2. Roll Call**  
Present: Jeffries (2 votes), Vargas, Rogers, Perry, Cabrera (arrived at 3:05 p.m.), Delgado, Conder  
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.*  
Dr. Martin stated there is a memo on the dais regarding an additional attachment to Agenda Item 9 (3). Dr. Martin added that it also was posted on the website for the public.
- 6. Approval of Minutes of the JPC Regular Meeting held on June 14, 2023**  
No questions or comments.  
Motion to approve the JPC Regular Meeting Minutes for the meeting held on June 14, 2023.

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

**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.*

RNOW member Mike McCarthy spoke about the negative impacts of warehouses to communities.

Christina Miller requested a stop light or traffic circle near Westmont Village at the future Village West Drive extension.

Dan Neimann, March1 LLC, announced that the PRV is completed, and Edison is slated to power the station soon.

**8. Consent Calendar**

**MJPA Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
- 2) Report: Update on Planning Activities
- 3) Action: Approve a Professional Services Agreement (PSA) with Rogers, Anderson, Malody & Scott LLP (RAMS), for financial services to include updates and implementation of fiscal policies and support to all MJPA divisions and programs, and authorize the Executive Director to execute the agreement
- 4) Action: Approve a Professional Services Agreement with MV Cheng & Associates for payroll and administrative support services, and authorize the Executive Director to execute the agreement
- 5) Action: Adopt Resolution JPA 23-14 approving the Green Acres Military Housing Policy and authorize the Executive Director to execute any necessary documentation
- 6) Action: Approve BrightView Landscape Professional Services Agreement (PSA), extension no. 3, and authorize the Executive Director to execute the agreement
- 7) Action: Accept a temporary Deed of Easement from the U.S. Department of Veteran Affairs and authorize the Executive Director to execute related documents
- 8) Action: Authorize advertising a Request for Proposals (RFP) for professional auditing services

No questions or comments.

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

Motion: Vargas  
Second: Rogers  
Ayes: Jeffries (2 votes), Vargas, Rogers, Perry, Cabrera, Delgado, Conder  
Noes: None

Absent: Gutierrez

Abstain: None

## 9. MJPA - Reports, Discussions and Action Items

- 1) Report: Receive and file a report from summer interns

*Nina Schumacher, Business Development Specialist introduced March JPA Interns.*

Andrea Aviles, Desdeny Pelayo and Victoria Espinoza, seniors at Orange Vista High School, participated in the MJPA summer internship program and gave a presentation on shade coverage options and plaques for the War Dog Memorial Dog Park.

The Commission thanked the interns for their recommendations and expressed interest in what the interns will do next in life. Orange Vista HS teacher, Ms. Michelle Montgomery, shared that their school engineering program is always looking for community partners that offer internships for their students. Member Vargas shared his information with her.

Vice Chair Delgado asked what the next step was to complete a project. Dr. Martin responded that staff will use the interns' work to develop next steps for the Commission's future consideration.

- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for August 7, 2023.

*Ms. Tisa Rodriguez, TAC Chair provided an update on the previous TAC meeting.*

Chair Conder asked if the members of the TAC were happy with the reinforcements that were going on with the trucks. Ms. Rodriguez responded absolutely. TAC had questions on truck turning movements on Van Buren Blvd and those questions were addressed by staff.

Andrew Silva, Woodcrest resident, spoke on this item as staff presented the West Campus Upper Plateau project to the TAC and he expressed opposition to the West Campus Upper Plateau project.

- 3) Report: Receive and file a truck route enforcement briefing from March Joint Powers Authority.

*Ms. Lauren Sotelo, Senior Planner provided an update on this item.*

Member Cabrera asked if it is the Riverside County Sheriff's Department that conducts the enforcement and if it is all motor officers or other vehicles. Ms. Sotelo stated that to her knowledge, deputies in SUVs police the streets.

Chair Conder asked Ms. Sotelo what times the deputies were patrolling. Ms. Sotelo pointed to the report provided to the Commissioners that include a tracking log with dates and times of enforcement.

- 4) Action: Adopt Resolution JPA 23-15 of the March Joint Powers Authority, approving three job classifications, revised salary scale and amended organizational chart.

*Dr. Grace Martin, Executive Director provided an update on this item.*

Member Vargas stated that this was brought to the Finance Subcommittee, and they approved it.

Motion to approve MJPA – Reports, Discussions and Action Items, Items 9 (1-4).



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

**10. Consent Calendar**

**MIPAA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
- 2) Action: Approve a one-year option to extend a Professional Services Agreement (PSA) with C&S Engineers, Inc. for on-call environmental, planning, and design/engineering services and authorize the Executive Director to execute the agreement
- 3) Action: Adopt Resolution MIPAA 23-01 for a Grant Management and Administration Policy for Airport Improvement Program Grant Funding

Motion to approve Consent Calendar, MIPAA – Operations, Items 10 (1-3).

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

**11. Commission Members Oral Reports/Announcements**

None.

**12. Staff Oral Reports/Announcements**

None.

**13. Calendaring of Future Agenda Items**

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

None.

**14. Closed Session**

Thomas Rice, Best Best & Krieger, LLP, March Joint Powers Authority Legal Counsel stated that the second item was pulled from the closed session discussion.

**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: Disposition and Development Agreement

Closed Session started at: 3:39 p.m.

Closed Session ended at: 4:03 p.m.  
There were no reportable actions.

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO  
GOVERNMENT CODE SECTION 54956.8**

Property: Meridian West Campus – Upper Plateau  
Agency Negotiator: Dr. Grace Martin, Executive Director  
Negotiating Parties: Meridian Park West, LLC  
Under Negotiation: Development Agreement

Chair Conder reconvened the meeting stating there is nothing to report out.

**15. Adjournment**

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

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**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** August 23, 2023

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

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

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the previous two months and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2022/23 budget.

**Attachment:** Financial Status Reports for May and June 2023

# March Joint Powers Authority

## Balance Sheet General Fund As of May 31, 2023

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### ASSETS

Cash In Bank	\$ 8,601,289.69
Petty Cash	300.00
Investment Account	4,955,702.13
Meridian Drainage Fee Acct	2,410,621.26
CalPERS Benefit Trust	11,704,179.83
Discount on Investments	(127,161.87)
Premium on Investments	22,071.65
Fair Value of Investments	(218,724.42)
County Fire Facilities Fund	1,775,789.83
Accounts Receivable	293,652.80
Accounts Receivable - Leases	1,501,920.47
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	968,511.72
MJPUA Loan Receivable	450,000.00
Due From Other Funds	381,005.00
Interest Receivable	1,567,866.67
Insurance Deposits	1,283.00

Total Assets \$ 38,990,130.71

### LIABILITIES

Payroll Liabilities	43,685.67
Deposits in Trust	327,435.62
County Fire Facility	1,824,540.34
Meridian Drainage Fees	2,440,815.85
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Leases	1,612,328.45

Total Liabilities 6,969,542.33

### FUND BALANCE

Fund Balance, Beginning of Fiscal Year	31,579,841.01
Change in Fund Balance for the 11 Months Ending May 31, 2023	440,747.37

Ending Fund Balance, May 31, 2023 32,020,588.38

Total Liabilities and Fund Balance \$ 38,990,130.71

# General Ledger Expenses vs Budget



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

User: lim@marchjpa.com  
Printed: 8/14/2023 9:54:15 AM  
Period 11 - 11  
Fiscal Year 2023

Account Number	Description	Budget	Per	Range Amt	End Bal	Variance	% Avail
100	General Fund	925,673.00			696,405.40	229,267.60	24.77
100-10-50100-05	Salaries and Wages	115,297.00		61,329.61	114,781.86	515.14	0.45
100-10-50100-10	Benefits	95,961.00		9,334.79	75,852.90	20,108.10	20.95
100-10-50100-15	PERS Contributions	12,983.00		0.00	10,782.93	2,200.07	16.95
100-10-50100-20	Medicare Tax	2,000.00		970.75	0.00	2,000.00	100.00
100-10-50100-25	Unemployment	12,086.00		0.00	10,778.48	1,307.52	10.82
100-10-50100-30	Workers Compensation Ins.	10,000.00		0.00	0.00	10,000.00	100.00
100-10-50100-32	Temporary Office Help	1,000.00		0.00	0.00	1,000.00	100.00
100-10-50100-35	Employee Recruitment	96,792.00		0.00	93,572.56	3,219.44	3.33
100-10-50100-99	Unfunded Accrued Liab(UAL)	1,000.00		0.00	0.00	1,000.00	100.00
100-10-50150-02	Mileage Reimbursement	7,500.00		0.00	5,806.60	1,693.40	22.58
100-10-50150-04	Payroll Services	2,000.00		0.00	4,994.00	-2,994.00	-149.70
100-10-50150-06	Periodicals/Memberships	10,000.00		113.00	8,232.27	1,767.73	17.68
100-10-50150-08	Education/Training	30,000.00		1,857.00	33,936.27	-3,936.27	-13.12
100-10-50150-12	Travel	17,300.00		4,382.10	9,800.00	7,500.00	43.35
100-10-50150-14	JPC Members' Stipend	13,000.00		1,300.00	6,384.84	6,615.16	50.89
100-10-50150-15	Meeting Expenses	15,000.00		373.85	11,762.98	3,237.02	21.58
100-10-50150-16	Office Supplies	6,500.00		2,070.32	6,691.01	-191.01	-2.94
100-10-50150-18	Telephone & Internet Expense	6,000.00		533.09	7,391.24	-1,391.24	-23.19
100-10-50150-20	Mobile Phones	3,750.00		621.34	1,581.28	2,168.72	57.83
100-10-50150-24	Postage	97,347.00		71.71	145,179.68	-47,832.68	-49.14
100-10-50150-26	Liability Insurance	3,500.00		47,628.68	548.80	2,951.20	84.32
100-10-50150-26	Printing - Outside	12,000.00		0.00	7,965.90	4,034.10	33.62
100-10-50150-30	Equipment Leases	57,000.00		17.99	23,787.97	33,212.03	58.27
100-10-50150-34	Equipment Maintenance	4,100.00		3,954.24	2,955.80	1,144.20	27.91
100-10-50150-35	Vehicle Fuel & Maintenance	13,000.00		815.89	2,227.92	10,772.08	82.86
100-10-50150-38	Production/Artwork	25,000.00		0.00	2,248.61	22,751.39	91.01
100-10-50150-39	Marketing/Branding	50,000.00		2,248.61	32,799.96	17,200.04	34.40
100-10-50150-40	Promotional Activities	27,000.00		910.74	32,656.03	-5,656.03	-20.95
100-10-50150-42	Bank Fees	6,000.00		2,886.82	6,379.17	-379.17	-6.32
100-10-50150-46	Office Custodial	65,500.00		490.00	63,653.60	1,846.40	2.82
100-10-50150-47	Office Rent	10,700.00		5,819.11	11,404.56	-704.56	-6.58
100-10-50150-48	Office Utilities	600.00		940.36	0.00	600.00	100.00
100-10-50150-50	Office Insurance	189,400.00		0.00	157,194.00	32,206.00	17.00
100-10-50200-02	General Legal Services	31,500.00		31,438.80	41,042.25	-9,542.25	-30.29
100-10-50200-04	Special Legal Services	1,000.00		17,623.80	105,000.00	-104,000.00	-10,400.00
100-10-50200-10	Legal Property Surveys			0.00			

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-14	Annual Audit	35,000.00	0.00	30,425.00	4,575.00	13.07
100-10-50200-20	D.C. and State Lobbyist	94,000.00	16,633.40	85,054.46	8,945.54	9.52
100-10-50200-22	Engineering Services	2,000.00	0.00	2,030.60	-30.60	-1.53
100-10-50200-25	General Consulting Services	350,000.00	56,156.99	469,339.49	-119,339.49	-34.10
100-10-50200-40	Foreign Trade Zone	7,100.00	2,739.60	7,104.47	-4.47	-0.06
100-10-50300-02	Equipment Office Furniture	10,000.00	0.00	10,478.41	-478.41	-4.78
100-10-50300-04	Computer Hardware	10,000.00	0.00	1,136.35	8,863.65	88.64
100-10-50300-06	Computer Software	20,000.00	0.00	18,382.71	1,617.29	8.09
100-20-51150-00	Property Insurance - PERMA	15,586.00	0.00	15,585.75	0.25	0.00
100-20-51200-00	Building Maintenance	40,000.00	629.74	49,514.62	-9,514.62	-23.79
100-20-51250-00	Grounds Maintenance	70,000.00	631.18	32,114.07	37,885.93	54.12
100-20-51255-00	Street & Lighting Maintenance	35,000.00	0.00	13,802.47	21,197.53	60.56
100-20-51300-00	Equipment Maintenance	2,300.00	13,570.73	34,626.83	-32,326.83	-1,405.51
100-20-51325-00	Equipment Purchases	0.00	0.00	429.00	-429.00	0.00
100-20-51350-00	Utilities	25,750.00	40.56	4,221.19	21,528.81	83.61
100-20-51355-00	Fuel Costs	2,000.00	0.00	104.31	1,895.69	94.78
100-20-51360-00	Police Patrols	225,000.00	0.00	119,497.45	105,502.55	46.89
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan Check/Inspection Fees	1,440,000.00	65,967.72	588,145.93	851,854.07	59.16
100-30-52220-00	Education Training	2,500.00	0.00	0.00	2,500.00	100.00
100-30-52250-00	Environmental Fees	45,000.00	0.00	43,113.86	1,886.14	4.19
100-30-52300-00	Printing Costs	10,000.00	0.00	1,377.39	8,622.61	86.23
100-30-52325-00	Planning Software	25,500.00	0.00	23,100.48	2,399.52	9.41
100-30-52350-00	Public Notices/Filings	3,000.00	51.14	333.43	2,666.57	88.89
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		<b>4,453,225.00</b>	<b>354,153.66</b>	<b>3,283,717.14</b>	<b>1,169,507.86</b>	<b>26.262</b>
Grand Total		<b>4,453,225.00</b>	<b>354,153.66</b>	<b>3,283,717.14</b>	<b>1,169,507.86</b>	<b>0.2626</b>

General Ledger  
Revenue vs Budget



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-196,748.00	-12,128.94	-236,833.00	40,085.00	120.37
100-00-40300-00	PLANNING FEES	-1,035,000.00	-1,467.38	-1,305,231.98	270,231.98	126.11
100-00-40400-00	BUILDING PERMIT FEES	-2,034,000.00	-28,113.16	-691,707.54	-1,342,292.46	34.01
100-00-40430-00	PUBLIC WORKS FEES	-500,000.00	-26,250.00	-370,365.54	-129,634.46	74.07
100-00-40600-00	INTEREST INCOME	-168,000.00	-2,661.65	-359,141.30	191,141.30	213.77
100-00-40650-00	PROCEEDSSALE OF FIXED ASSETS	0.00	0.00	-54,000.00	54,000.00	0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	-57,000.00	-14,000.00	80.28
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	-100.00	-1,000.00	9.09
100-00-40715-00	FRANCHISE FEES, SALESTAX &	-1,270,000.00	0.00	-600,000.00	-670,000.00	47.24
TOT						
100-00-40750-00	MISCELLANEOUS REVENUE	-1,000.00	0.00	-50,085.15	49,085.15	5,008.52
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00	0.00
Revenue Total		<b>5,526,848.00</b>	<b>70,621.13</b>	<b>3,724,464.51</b>	<b>1,802,383.49</b>	<b>0.6739</b>
Grand Total		<b>5,526,848.00</b>	<b>70,621.13</b>	<b>3,724,464.51</b>	<b>1,802,383.49</b>	<b>0.6739</b>

## *March Joint Powers Authority*

### **Balance Sheet Meridian LLMD # 1 – Fund 120 As of May 31, 2023**

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#### **ASSETS**

Cash In Bank	\$ 3,725,192.30
Accounts Receivable	<u>45,666.26</u>
Total Assets	<u>\$ 3,770,858.56</u>

#### **LIABILITIES**

Accounts Payable	9.55
Unearned Revenue	20,342.73
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>443.00</u>
Total Liabilities	<u>27,726.08</u>

#### **FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	2,549,147.94
Change in Fund Balance for the 11 Months Ending May 31, 2023	<u>1,193,984.54</u>
Ending Fund Balance, May 31, 2023	<u>3,743,132.48</u>
Total Liabilities and Fund Balance	<u>3,770,858.56</u>



# General Ledger Expenses vs Budget



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMD No. 1	30,000.00	979.58	15,560.98	14,439.02	48.13
120-40-65005-00	Traffic Signals	350.00	0.00	0.00	350.00	100.00
120-40-65010-00	Signage	68,000.00	6,345.50	56,546.81	11,453.19	16.84
120-40-65015-00	Lighting	798,600.00	77,089.06	676,023.34	122,576.66	15.35
120-40-65020-00	Landscaping	105,000.00	0.00	0.00	105,000.00	100.00
120-40-65025-00	Drainage	38,000.00	0.00	23,098.82	14,901.18	39.21
120-40-65030-00	Street Sweeping	4,500.00	0.00	0.00	4,500.00	100.00
120-40-65035-00	Graffiti Removal	77,707.00	4,402.83	48,740.01	28,966.99	37.28
120-40-65118-05	Salaries and Wages	9,933.00	689.68	7,850.18	2,082.82	20.97
120-40-65118-10	Benefits	5,924.00	418.67	4,875.49	1,048.51	17.70
120-40-65118-15	PERS Contributions	995.00	61.31	688.39	306.61	30.82
120-40-65118-20	Medicare Tax	4,342.00	0.00	979.86	3,362.14	77.43
120-40-65118-30	Workers Compensation Ins.	25,568.00	0.00	24,717.28	850.72	3.33
120-40-65118-99	Unfunded Accrued Liab(UAL)	6,210.00	815.04	10,088.75	-3,878.75	-62.46
120-40-65120-00	Operations	8,500.00	461.85	5,169.99	3,330.01	39.18
120-40-65125-00	Transportation/Communication	7,180.00	3,512.94	10,707.85	-3,527.85	-49.13
120-40-65130-00	Insurance	9,000.00	0.00	9,000.00	0.00	0.00
120-40-65135-00	Assessment Engineer	9,200.00	15,027.50	73,807.05	-64,607.05	-702.25
120-40-65140-00	Professional Services	200.00	0.00	0.00	200.00	100.00
120-40-65145-00	Publication	14,383.00	0.00	0.00	14,383.00	100.00
120-40-65200-00	Contingency	150,000.00	11,446.08	11,446.08	138,553.92	92.37
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	11,446.07	11,446.07	138,553.93	92.37
120-40-65500-05	Tree Replacement	1,523,592.00	132,696.11	990,746.95	532,845.05	34.9729
Expense Total		1,523,592.00	132,696.11	990,746.95	532,845.05	0.3497
Grand Total						

General Ledger  
Revenue vs Budget

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
120	Meridian LLM No. 1	-2,191,985.00	-774,383.38	-2,184,731.49	-7,253.51		99.67
120-00-40260-00	Assessments	2,191,985.00	774,383.38	2,184,731.49	7,253.51		0.9967
	Revenue Total	2,191,985.00	774,383.38	2,184,731.49	7,253.51		0.9967
	Grand Total						

*March Joint Powers Authority*

**Balance Sheet**  
**March Lifecare Campus CFD 2013 – Fund 140**  
**As of May 31, 2023**

---

**ASSETS**

Cash In Bank	\$ 177,140.17
Accounts Receivable	<u>7,652.59</u>
Total Assets	<u>\$ 184,792.76</u>

**LIABILITIES**

Deferred Revenues	<u>7,305.24</u>
Total Liabilities	<u>7,305.24</u>

**FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	191,424.11
Change in Fund Balance for the 11 Months Ending May 31, 2023	<u>(13,936.59)</u>
Ending Fund Balance, May 31, 2023	<u>177,487.52</u>
Total Liabilities, Fund Balance and Retained Earnings	<u>\$ 184,792.76</u>

# General Ledger Expenses vs Budget



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	0.00	2,680.14	1,519.86	36.19
140-40-65015-00	Lighting	2,500.00	724.94	8,196.04	-5,696.04	-227.84
140-40-65020-00	Landscaping	4,500.00	0.00	0.00	4,500.00	100.00
140-40-65025-00	Drainage	7,500.00	0.00	0.00	7,500.00	100.00
140-40-65030-00	Street Sweeping	6,000.00	0.00	4,111.06	1,888.94	31.48
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65115-00	Administration	0.00	0.00	750.00	-750.00	0.00
140-40-65118-05	Salaries and Wages	14,348.00	1,059.23	10,729.59	3,618.41	25.22
140-40-65118-10	Benefits	2,683.00	210.06	2,380.77	302.23	11.26
140-40-65118-15	PERS Contributions	2,016.00	148.99	1,509.48	506.52	25.13
140-40-65118-20	Medicare Tax	245.00	13.57	141.53	103.47	42.23
140-40-65118-30	Workers Compensation Ins.	2,626.00	0.00	356.35	2,269.65	86.43
140-40-65120-00	Operations	0.00	0.00	10,931.00	-10,931.00	0.00
140-40-65130-00	Insurance	2,150.00	1,051.92	3,206.09	-1,056.09	-49.12
140-40-65135-00	Assessment Engineer	3,000.00	0.00	3,000.00	0.00	0.00
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
	Expense Total	<b>55,608.00</b>	<b>3,208.71</b>	<b>47,992.05</b>	<b>7,615.95</b>	<b>13.6958</b>
	Grand Total	<b>55,608.00</b>	<b>3,208.71</b>	<b>47,992.05</b>	<b>7,615.95</b>	<b>0.137</b>

**General Ledger  
Revenue vs Budget**

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
140	March Lifecare Campus CFD 2013	-74,061.00	-12,191.91	-34,055.46	-40,005.54		45.98
140-00-40260-00	Taxes	74,061.00	12,191.91	34,055.46	40,005.54		0.4598
Revenue Total		74,061.00	12,191.91	34,055.46	40,005.54		0.4598
Grand Total							

## *March Joint Powers Authority*

### **Balance Sheet Green Acres Enterprise Fund – Fund 300 As of May 31, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 2,132,498.49
Petty Cash	200.00
Investment Account	2,259,758.17
Discount on Investments	(5,376.54)
Premium on Investments	11,035.83
Fair Value of Investments	(109,199.77)
Accounts Receivable	146,568.06
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Equipment	3,587.41
Deferred Outflows - Pension	69,245.24
Deferred Outflows - OPEB	33,391.00
Accumulated Depreciation	<u>(9,695,209.14)</u>
 Total Assets	 <u><u>\$ 11,915,475.58</u></u>

#### **LIABILITIES**

Accounts Payable	457.56
Security Deposits	182,640.60
Net Pension Liability	132,480.96
OPEB Liability	2,268.00
Compensated Absences	11,069.51
Deferred Inflows - Pension	125,369.48
Deferred Inflows - OPEB	<u>24,059.00</u>
 Total Liabilities	 <u><u>478,345.11</u></u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	10,707,831.74
Change in Net Position for the 11 Months Ending May 31, 2023	<u>729,298.73</u>
 Ending Net Position, May 31, 2023	 <u><u>11,437,130.47</u></u>
 Total Liabilities and Net Position	 <u><u>\$ 11,915,475.58</u></u>

# General Ledger Expenses vs Budget



March Joint Powers Authority  
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Account Number	Description	Budget	Per	Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,006.00		14,489.12	170,089.40	36,916.60	17.83
300-10-50100-05	Salaries and Wages	36,614.00		2,823.86	32,799.48	3,814.52	10.42
300-10-50100-10	Benefits	16,316.00		1,192.18	13,770.17	2,545.83	15.60
300-10-50100-15	PERS Contributions	3,362.00		236.97	2,779.51	582.49	17.33
300-10-50100-20	Medicare Tax	14,769.00		0.00	4,364.79	10,404.21	70.45
300-10-50100-30	Workers Compensation Ins.	12,784.00		0.00	12,358.64	425.36	3.33
300-10-50100-06	Unfunded Accrued Liab(UAL)	2,500.00		0.00	914.25	1,585.75	63.43
300-10-50150-08	PeriodicalsMemberships	500.00		0.00	391.00	109.00	21.80
300-10-50150-04	EducationTraining	1,500.00		163.13	2,320.58	-820.58	-54.71
300-10-50150-16	Office Supplies	1,000.00		51.89	537.00	463.00	46.30
300-10-50150-18	Telephone Internet Service	1,300.00		115.87	679.08	620.92	47.76
300-10-50150-20	Mobile PhonesPagers	100.00		0.00	0.00	100.00	100.00
300-10-50150-24	Postage	18,473.00		9,038.23	27,549.69	-9,076.69	-49.13
300-10-50150-26	Liability Insurance	0.00		0.00	554.80	-554.80	0.00
300-10-50150-30	Printing-Outside	4,000.00		302.58	3,329.66	670.34	16.76
300-10-50150-42	Bank Fees	1,000.00		0.00	0.00	1,000.00	100.00
300-10-50150-44	TenantRelations	8,000.00		825.56	7,980.68	19.32	0.24
300-10-50150-47	Office Rent	2,000.00		0.00	981.60	1,018.40	50.92
300-10-50150-48	Office Utilities	301,617.00		0.00	0.00	301,617.00	100.00
300-10-50150-50	Depreciation Expense	500.00		0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00		61.00	244.00	756.00	75.60
300-10-50200-15	Credit Check Services	500.00		0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00		0.00	2,033.11	5,966.89	74.59
300-10-50300-06	Computer Software	22,000.00		1,950.00	8,809.37	13,190.63	59.96
300-10-50300-10	Appliance Purchase	8,000.00		185.07	5,314.07	2,685.93	33.57
300-10-50300-15	Security Entrance Gates	100,000.00		0.00	100,000.00	0.00	0.00
300-10-50900-00	Transfer to Other Funds	56,399.00		0.00	56,399.01	-0.01	0.00
300-20-51150-00	Property Insurance - PERMA	40,000.00		0.00	0.00	40,000.00	100.00
300-20-51160-00	Property Taxes	150,000.00		6,235.48	55,207.82	94,792.18	63.19
300-20-51200-00	Building Maintenance	250,000.00		14,330.00	179,228.56	70,771.44	28.31
300-20-51250-00	Grounds Maintenance	55,000.00		921.19	123,066.29	-68,066.29	-123.76
300-20-51300-00	Equipment Maintenance	425,000.00		42,732.24	353,781.04	71,218.96	16.76
300-20-51350-00	Utilities	2,500.00		0.00	0.00	2,500.00	100.00
300-20-51360-00	Bad Debt Expense	1,751,740.00		95,654.37	1,165,483.60	586,256.40	33.4671
Expense Total		1,751,740.00		95,654.37	1,165,483.60	586,256.40	0.3347
Grand Total							

General Ledger  
Revenue vs Budget

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
300	Green Acres Enterprise Fund	-2,000,000.00	-161,335.00	-1,812,687.30	-187,312.70	90.63
300-00-40200-00	RENTAL INCOME	-60,000.00	-4,760.03	-56,200.31	-3,799.69	93.67
300-00-40225-00	UTILITY CHARGES	-1,000.00	0.00	-1,180.17	180.17	118.02
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	-80.00	-360.00	-640.00	36.00
300-00-40300-00	CREDIT CHECK FEES	-30,000.00	-817.99	-23,979.55	-6,020.45	79.93
300-00-40600-00	INTEREST INCOME	-120.00	0.00	0.00	-120.00	0.00
300-00-40675-00	HOLDING FEES FORFEITURE	-400.00	-225.00	-375.00	-25.00	93.75
300-00-40750-00	MISCELLANEOUS	2,092,520.00	167,218.02	1,894,782.33	197,737.67	0.9055
Revenue Total		<u>2,092,520.00</u>	<u>167,218.02</u>	<u>1,894,782.33</u>	<u>197,737.67</u>	<u>0.9055</u>
Grand Total						



*March Joint Powers Authority*

**Balance Sheet**  
**Repairs & Maintenance – Fund 301**  
**As of May 31, 2023**

---

**ASSETS**

Cash In Bank	<u>\$ 273,213.75</u>
Total Assets	<u><u>\$ 273,213.75</u></u>

**LIABILITIES**

Accounts Payable	<u>-</u>
Total Liabilities	<u>-</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	185,208.75
Change in Net Position for the 11 Months Ending May 31, 2023	<u>88,005.00</u>
Ending Net Position, May 31, 2023	<u>273,213.75</u>
Total Liabilities and Net Position	<u><u>\$ 273,213.75</u></u>

**General Ledger  
Expenses vs Budget**

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**March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.					
301-20-51200-02	Roof Repairs	27,000.00	0.00	11,995.00	15,005.00	55.57
301-20-51200-03	Unit Improvements	55,000.00	0.00	0.00	55,000.00	100.00
Expense Total		<u>82,000.00</u>	<u>0.00</u>	<u>11,995.00</u>	<u>70,005.00</u>	<u>85.372</u>
Grand Total		<u>82,000.00</u>	<u>0.00</u>	<u>11,995.00</u>	<u>70,005.00</u>	<u>0.8537</u>

**General Ledger  
Revenue vs Budget**

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
301	Green Acres Repairs & Maint.	0.00	0.00	-100,000.00	100,000.00		0.00
301-00-40700-00	Operating Transfer In	-100,000.00	0.00	0.00	-100,000.00		0.00
301-00-48025-00	5% Rental Income Set-Aside	100,000.00	0.00	100,000.00	0.00		1
Revenue Total		100,000.00	0.00	100,000.00	0.00		1
Grand Total							

## *March Joint Powers Authority*

### **Balance Sheet Debt Service Fund – Fund 740 As of May 31, 2023**

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#### **ASSETS**

Cash In Bank	\$ (555,214.32)
Deferred Charge on Refunding	6,956,404.05
Prepaid Bond Insurance	<u>234,875.38</u>
Total Assets	<u>\$ 6,636,065.11</u>

#### **LIABILITIES**

Loans Payable	968,511.72
Interest Payable	479,976.57
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,320,495.50
Due to Other Funds	<u>131,005.00</u>
Total Liabilities	<u>32,524,988.79</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	(26,271,745.05)
Change in Net Position for the 11 Months Ending May 31, 2023	<u>382,821.37</u>
Ending Net Position, May 31, 2023	<u>(25,888,923.68)</u>
Total Liabilities and Net Position	<u>\$ 6,636,065.11</u>

**General Ledger  
Expenses vs Budget**

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 (951) 656-7000  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.	0.00	0.00	1,132,843.76	-1,132,843.76	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	0.00	1,132,843.76	-1,132,843.76	0
Expense Total		0.00	0.00	1,132,843.76	-1,132,843.76	0
Grand Total		0.00	0.00	1,132,843.76	-1,132,843.76	0

General Ledger  
Revenue vs Budget

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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
740	SUCCESSOR AGENCY D.S.	0.00	0.00	-633.07	633.07	0.00
740-00-40600-00	Interest Income	0.00	0.00	-1,515,032.06	1,515,032.06	0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	1,515,665.13	-1,515,665.13	0
Revenue Total		0.00	0.00	1,515,665.13	-1,515,665.13	0
Grand Total		0.00	0.00	1,515,665.13	-1,515,665.13	0

*March Joint Powers Authority*

**Balance Sheet**  
**RORF Fund – Fund 750**  
**As of May 31, 2023**

---

**ASSETS**

Cash In Bank	<u>\$ 3,494,217.77</u>
Total Assets	<u><u>\$ 3,494,217.77</u></u>

**LIABILITIES**

Accounts Payable	-
Due to Other Funds	<u>250,000.00</u>
Total Liabilities	<u>250,000.00</u>

**FUND-BALANCE**

Net Position, Beginning of Fiscal Year	2,301,992.83
Change in Net Position for the 11 Months Ending May 31, 2023	<u>942,224.94</u>
Ending Net Position, May 31, 2023	<u>3,244,217.77</u>
Total Liabilities and Net Position	<u><u>\$ 3,494,217.77</u></u>

**General Ledger  
Expenses vs Budget**

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**March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	0.00	5,000.00	-5,000.00	0.00
750-10-50150-42	Banking Expenses	0.00	0.00	1,995.00	-1,995.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	1,515,032.06	-1,515,032.06	0.00
750-10-50900-00	Transfer Out	0.00	0.00	1,522,027.06	-1,522,027.06	0
Expense Total		<u>0.00</u>	<u>0.00</u>	<u>1,522,027.06</u>	<u>-1,522,027.06</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>1,522,027.06</u>	<u>-1,522,027.06</u>	<u>0</u>



**General Ledger  
Revenue vs Budget**

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**March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
750	Successor Agency RORF	0.00	-2,289,252.00	-2,464,252.00	2,464,252.00	0.00
750-00-40245-00	Tax Increment RPTTF	0.00	2,289,252.00	2,464,252.00	-2,464,252.00	0
Revenue Total		0.00	2,289,252.00	2,464,252.00	-2,464,252.00	0
Grand Total						

# March Joint Powers Authority

## Balance Sheet General Fund As of June 30, 2023

---

### ASSETS

Cash In Bank	\$ 23,817,736.84
Petty Cash	300.00
Investment Account	4,957,709.39
Meridian Drainage Fee Acct	2,410,401.62
CalPERS Benefit Trust	11,703,038.91
Discount on Investments	(127,161.87)
Premium on Investments	22,071.65
Fair Value of Investments	(218,724.42)
County Fire Facilities Fund	1,775,665.58
Accounts Receivable	885,985.93
Accounts Receivable - Leases	1,501,920.47
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	968,511.72
MJPUA Loan Receivable	450,000.00
Due From Other Funds	631,005.00
Interest Receivable	1,567,866.67
Insurance Deposits	1,283.00

Total Assets \$ 55,049,433.44

### LIABILITIES

Accounts Payable	16,301,258.33
Payroll Liabilities	22,950.42
Deposits in Trust	327,435.62
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,934,397.57
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Leases	1,612,328.45

Total Liabilities 22,743,647.13

### FUND BALANCE

Fund Balance, Beginning of Fiscal Year	31,579,841.01
Change in Fund Balance for the year ending June 30, 2023	725,945.30

Ending Fund Balance, June 30, 2023 32,305,786.31

Total Liabilities and Fund Balance \$ 55,049,433.44

**General Ledger**  
Expenses vs Budget

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Fiscal Year 2023



**March Joint Powers Authority**  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund	925,673.00	133,338.19	829,743.59	95,929.41	10.36
100-10-50100-05	Salaries and Wages	115,297.00	14,515.74	129,297.60	-14,000.60	-12.14
100-10-50100-10	Benefits	95,961.00	15,462.11	91,315.01	4,645.99	4.84
100-10-50100-15	PERS Contributions	12,983.00	1,712.51	12,495.44	487.56	3.76
100-10-50100-20	Medicare Tax	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50100-25	Unemployment	12,086.00	8,720.03	19,498.51	-7,412.51	-61.33
100-10-50100-30	Workers Compensation Ins.	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50100-32	Temporary Office Help	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50100-35	Employee Recruitment	96,792.00	0.00	93,572.56	3,219.44	3.33
100-10-50100-99	Unfunded Accrued Liab(UAL)	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50150-02	Mileage Reimbursement	7,500.00	0.00	5,806.60	1,693.40	22.58
100-10-50150-04	Payroll Services	2,000.00	240.00	5,234.00	-3,234.00	-161.70
100-10-50150-06	Periodicals/Memberships	10,000.00	2,019.92	10,252.19	-252.19	-2.52
100-10-50150-08	Education/Training	30,000.00	2,232.46	36,168.73	-6,168.73	-20.56
100-10-50150-12	Travel	17,300.00	1,900.00	11,700.00	5,600.00	32.37
100-10-50150-14	JPC Members' Stipend	13,000.00	819.92	7,204.76	5,795.24	44.58
100-10-50150-15	Meeting Expenses	15,000.00	2,031.99	13,794.97	1,205.03	8.03
100-10-50150-16	Office Supplies	6,500.00	395.48	7,086.49	-586.49	-9.02
100-10-50150-18	Telephone & Internet Expense	6,000.00	1,614.09	9,005.33	-3,005.33	-50.09
100-10-50150-20	Mobile Phones	3,750.00	639.07	2,220.35	1,529.65	40.79
100-10-50150-24	Postage	97,347.00	0.00	145,179.68	-47,832.68	-49.14
100-10-50150-26	Liability Insurance	3,500.00	0.00	548.80	2,951.20	84.32
100-10-50150-30	Printing - Outside	12,000.00	1,744.66	9,710.56	2,289.44	19.08
100-10-50150-32	Equipment Leases	57,000.00	2,718.41	26,506.38	30,493.62	53.50
100-10-50150-34	Equipment Maintenance	4,100.00	376.03	3,331.83	768.17	18.74
100-10-50150-35	Vehicle Fuel & Maintenance	13,000.00	0.00	2,227.92	10,772.08	82.86
100-10-50150-38	Production/Artwork	25,000.00	0.00	2,248.61	22,751.39	91.01
100-10-50150-39	Marketing/Branding	50,000.00	6,414.68	39,214.64	10,785.36	21.57
100-10-50150-40	Promotional Activities	27,000.00	2,975.80	35,631.83	-8,631.83	-31.97
100-10-50150-42	Bank Fees	6,000.00	490.00	6,869.17	-869.17	-14.49
100-10-50150-44	Office Custodial	65,500.00	6,604.39	70,257.99	-4,757.99	-7.26
100-10-50150-47	Office Rent	10,700.00	634.13	12,038.69	-1,338.69	-12.51
100-10-50150-48	Office Utilities	600.00	0.00	0.00	600.00	100.00
100-10-50150-50	Office Insurance	0.00	15,500,000.00	15,500,000.00	-15,500,000.00	0.00
100-10-50150-90	TRANSFERS TO MEMBER AGENCIES	189,400.00	15,719.40	172,913.40	16,486.60	8.70
100-10-50200-02	General Legal Services	31,500.00	2,196.19	43,238.44	-11,738.44	-37.26
100-10-50200-04	Special Legal Services					

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-10	Legal Property Surveys	1,000.00	27,500.00	132,500.00	-131,500.00	-13,150.00
100-10-50200-14	Annual Audit	35,000.00	7,250.00	37,675.00	-2,675.00	-7.64
100-10-50200-20	D.C. and State Lobbyist	94,000.00	37,701.87	122,756.33	-28,756.33	-30.59
100-10-50200-22	Engineering Services	2,000.00	0.00	2,030.60	-30.60	-1.53
100-10-50200-25	General Consulting Services	350,000.00	84,930.00	554,269.49	-204,269.49	-58.36
100-10-50200-40	Foreign Trade Zone	7,100.00	53.80	7,158.27	-58.27	-0.82
100-10-50300-02	Equipment Office Furniture	10,000.00	0.00	10,478.41	-478.41	4.78
100-10-50300-04	Computer Hardware	10,000.00	0.00	1,136.35	8,863.65	88.64
100-10-50300-06	Computer Software	20,000.00	859.99	19,242.70	757.30	3.79
100-20-51150-00	Property Insurance - PERMA	15,586.00	0.00	15,585.75	0.25	0.00
100-20-51200-00	Building Maintenance	40,000.00	925.00	50,439.62	-10,439.62	-26.10
100-20-51250-00	Grounds Maintenance	70,000.00	10,656.44	42,770.51	27,229.49	38.90
100-20-51255-00	Street & Lighting Maintenance	35,000.00	0.00	13,802.47	21,197.53	60.56
100-20-51300-00	Equipment Maintenance	2,300.00	16,255.91	50,882.74	-48,582.74	-2,112.29
100-20-51325-00	Equipment Purchases	0.00	0.00	429.00	-429.00	0.00
100-20-51350-00	Utilities	25,750.00	45.18	4,266.37	21,483.63	83.43
100-20-51355-00	Fuel Costs	2,000.00	0.00	104.31	1,895.69	94.78
100-20-51360-00	Police Patrols	225,000.00	121,096.44	240,593.89	-15,593.89	-6.93
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan Check/Inspection Fees	1,440,000.00	147,164.71	735,310.64	704,689.36	48.94
100-30-52220-00	Education Training	2,500.00	0.00	0.00	2,500.00	100.00
100-30-52250-00	Environmental Fees	45,000.00	744.00	43,857.86	1,142.14	2.54
100-30-52300-00	Printing Costs	10,000.00	0.00	1,377.39	8,622.61	86.23
100-30-52325-00	Planning Software	25,500.00	0.00	23,100.48	2,399.52	9.41
100-30-52350-00	Public Notices/Filings	3,000.00	0.00	333.43	2,666.57	88.89
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		<b>4,453,225.00</b>	<b>16,180,698.54</b>	<b>19,464,415.68</b>	<b>-15,011,190.68</b>	<b>-337.0858</b>
Grand Total		<b>4,453,225.00</b>	<b>16,180,698.54</b>	<b>19,464,415.68</b>	<b>-15,011,190.68</b>	<b>-3.3709</b>

General Ledger  
Revenue vs Budget

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March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend/Collect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-196,748.00	-12,128.94	-248,961.94	52,213.94	126.54
100-00-40300-00	PLANNING FEES	-1,035,000.00	-1,552.21	-1,306,784.19	271,784.19	126.26
100-00-40400-00	BUILDING PERMIT FEES	-2,034,000.00	-46,185.00	-737,892.54	-1,296,107.46	36.28
100-00-40430-00	PUBLIC WORKS FEES	-500,000.00	-23,750.00	-394,115.54	-105,884.46	78.82
100-00-40600-00	INTEREST INCOME	-168,000.00	-3,498.25	-362,639.55	194,639.55	215.86
100-00-40650-00	PROCEEDSSALE OF FIXED ASSETS	0.00	-15,500,000.00	-15,554,000.00	15,554,000.00	0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	-57,000.00	-14,000.00	80.28
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	-100.00	-1,000.00	9.09
100-00-40715-00	FRANCHISE FEES, SALESTAX &	-1,270,000.00	-153,190.39	-753,190.39	-516,809.61	59.31
	TOT					
100-00-40750-00	MISCELLANEOUS REVENUE	-1,000.00	-475,591.68	-525,676.83	524,676.83	52,567.68
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	-250,000.00	-250,000.00	0.00	100.00
Revenue Total		5,526,848.00	16,465,896.47	20,190,360.98	-14,663,512.98	3.6531
Grand Total		5,526,848.00	16,465,896.47	20,190,360.98	-14,663,512.98	3.6531

## *March Joint Powers Authority*

### **Balance Sheet Meridian LLMD # 1 – Fund 120 As of June 30, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 3,609,103.86
Accounts Receivable	<u>83,820.23</u>
Total Assets	<u>\$ 3,692,924.09</u>

#### **LIABILITIES**

Accounts Payable	281,976.70
Unearned revenue	20,342.73
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>443.00</u>
Total Liabilities	<u>309,693.23</u>

#### **FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	2,549,147.94
Change in Fund Balance for the year ending June 30, 2023	<u>834,082.92</u>
Ending Fund Balance, June 30, 2023	<u>3,383,230.86</u>
Total Liabilities and Fund Balance	<u>\$ 3,692,924.09</u>

# General Ledger Expenses vs Budget

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March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMID No. 1					
120-40-65005-00	Traffic Signals	30,000.00	5,019.93	20,580.91	9,419.09	31.40
120-40-65010-00	Signage	350.00	0.00	0.00	350.00	100.00
120-40-65015-00	Lighting	68,000.00	6,832.37	63,379.18	4,620.82	6.80
120-40-65020-00	Landscaping	798,600.00	217,186.29	893,209.63	-94,609.63	-11.85
120-40-65025-00	Drainage	105,000.00	0.00	0.00	105,000.00	100.00
120-40-65030-00	Street Sweeping	38,000.00	0.00	23,098.82	14,901.18	39.21
120-40-65035-00	Graffiti Removal	4,500.00	37.50	37.50	4,462.50	99.17
120-40-65118-05	Salaries and Wages	77,707.00	15,469.55	64,209.56	13,497.44	17.37
120-40-65118-10	Benefits	9,933.00	745.67	8,595.85	1,337.15	13.46
120-40-65118-15	PERS Contributions	5,924.00	990.68	5,866.17	57.83	0.98
120-40-65118-20	Medicare Tax	995.00	96.02	784.41	210.59	21.16
120-40-65118-30	Workers Compensation Ins.	4,342.00	0.00	979.86	3,362.14	77.43
120-40-65118-99	Unfunded Accrued Liab(UAL)	25,568.00	0.00	24,717.28	850.72	3.33
120-40-65120-00	Operations	6,210.00	8,116.50	18,205.25	-11,995.25	-193.16
120-40-65125-00	TransportationCommunication	8,500.00	1,884.90	7,054.89	1,445.11	17.00
120-40-65130-00	Insurance	7,180.00	0.00	10,707.85	-3,527.85	-49.13
120-40-65135-00	Assessment Engineer	9,000.00	0.00	9,000.00	0.00	0.00
120-40-65140-00	Professional Services	9,200.00	18,445.00	92,252.05	-83,052.05	-902.74
120-40-65145-00	Publication	200.00	0.00	0.00	200.00	100.00
120-40-65200-00	Contingency	14,383.00	0.00	0.00	14,383.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	123,231.18	134,677.26	15,322.74	10.22
120-40-65500-05	Tree Replacement	150,000.00	0.00	11,446.07	138,553.93	92.37
Expense Total		<b>1,523,592.00</b>	<b>398,055.59</b>	<b>1,388,802.54</b>	<b>134,789.46</b>	<b>8.8468</b>
Grand Total		<b>1,523,592.00</b>	<b>398,055.59</b>	<b>1,388,802.54</b>	<b>134,789.46</b>	<b>0.0885</b>

**General Ledger  
Revenue vs Budget**

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**March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
120	Meridian LLMD No. 1	-2,191,985.00	-38,153.97	-2,222,885.46	30,900.46	101.41
120-00-40260-00	Assessments	2,191,985.00	38,153.97	2,222,885.46	-30,900.46	1.0141
	Revenue Total	2,191,985.00	38,153.97	2,222,885.46	-30,900.46	1.0141
	Grand Total					



*March Joint Powers Authority*

**Balance Sheet**  
**March Lifecare Campus CFD 2013 – Fund 140**  
**As of June 30, 2023**

---

**ASSETS**

Cash In Bank	\$	174,413.06
Accounts Receivable		<u>25,813.41</u>
Total Assets	\$	<u><u>200,226.47</u></u>

**LIABILITIES**

Accounts Payable		10,927.60
Unearned revenue		<u>7,305.24</u>
Total Liabilities		<u>18,232.84</u>

**FUND BALANCE**

Fund Balance, Beginning of Fiscal Year		191,424.11
Change in Fund Balance for the year ending June 30, 2023		<u>(9,430.48)</u>
Ending Fund Balance, June 30, 2023		<u>181,993.63</u>
Total Liabilities and Fund Balance	\$	<u><u>200,226.47</u></u>

# General Ledger Expenses vs Budget



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	0.00	2,680.14	1,519.86	36.19
140-40-65015-00	Lighting	2,500.00	1,521.53	9,717.57	-7,217.57	-288.70
140-40-65020-00	Landscaping	4,500.00	1,250.00	1,250.00	3,250.00	72.22
140-40-65025-00	Drainage	7,500.00	0.00	0.00	7,500.00	100.00
140-40-65030-00	Street Sweeping	6,000.00	0.00	4,111.06	1,888.94	31.48
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65115-00	Administration	0.00	0.00	750.00	-750.00	0.00
140-40-65118-05	Salaries and Wages	14,348.00	1,529.46	12,259.05	2,088.95	14.56
140-40-65118-10	Benefits	2,683.00	210.06	2,590.83	92.17	3.44
140-40-65118-15	PERS Contributions	2,016.00	215.13	1,724.61	291.39	14.45
140-40-65118-20	Medicare Tax	245.00	20.40	161.93	83.07	33.91
140-40-65118-30	Workers Compensation Ins.	2,626.00	0.00	356.35	2,269.65	86.43
140-40-65120-00	Operations	0.00	8,908.13	19,839.13	-19,839.13	0.00
140-40-65130-00	Insurance	2,150.00	0.00	3,206.09	-1,056.09	-49.12
140-40-65135-00	Assessment Engineer	3,000.00	0.00	3,000.00	0.00	0.00
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
Expense Total		<b>55,608.00</b>	<b>13,654.71</b>	<b>61,646.76</b>	<b>-6,038.76</b>	<b>-10.8595</b>
Grand Total		<b>55,608.00</b>	<b>13,654.71</b>	<b>61,646.76</b>	<b>-6,038.76</b>	<b>-0.1086</b>

**General Ledger  
Revenue vs Budget**

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 Period 12 - 12  
 Fiscal Year 2023



**March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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 (951) 656-7000  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
140	March Lifecare Campus CFD 2013	-74,061.00	-18,160.82	-52,216.28	-21,844.72		70.50
140-00-40260-00	Taxes	74,061.00	18,160.82	52,216.28	21,844.72		0.705
	Revenue Total	74,061.00	18,160.82	52,216.28	21,844.72		0.705
	Grand Total						

## *March Joint Powers Authority*

### **Balance Sheet Green Acres Enterprise Fund – Fund 300 As of June 30, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 2,220,966.90
Petty Cash	200.00
Investment Account	2,260,500.73
Discount on Investments	(5,376.54)
Premium on Investments	11,035.83
Fair Value of Investments	(109,199.77)
Accounts Receivable	131,573.54
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Equipment	3,587.41
Deferred Outflows - Pension	69,245.24
Deferred Outflows - OPEB	33,391.00
Accumulated Depreciation	<u>(9,996,826.14)</u>
Total Assets	<u>\$ 11,688,075.03</u>

#### **LIABILITIES**

Accounts Payable	66,551.52
Security Deposits	182,640.60
Net Pension Liability	132,480.96
OPEB Liability	2,268.00
Compensated Absences	11,069.51
Deferred Inflows - Pension	125,369.48
Deferred Inflows - OPEB	<u>24,059.00</u>
Total Liabilities	<u>544,439.07</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	10,707,831.74
Change in Net Position for the year ending June 30, 2023	<u>435,804.22</u>
Ending Net Position, June 30, 2023	<u>11,143,635.96</u>
Total Liabilities and Net Position	<u>\$ 11,688,075.03</u>

General Ledger  
Expenses vs Budget



March Joint Powers Authority  
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Period 12 - 12  
Fiscal Year 2023

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,006.00	26,172.14	196,261.54	10,744.46	5.19
300-10-50100-05	Salaries and Wages	36,614.00	2,920.89	35,720.37	893.63	2.44
300-10-50100-10	Benefits	16,316.00	1,956.54	15,726.71	589.29	3.61
300-10-50100-15	PERS Contributions	3,362.00	376.16	3,155.67	206.33	6.14
300-10-50100-20	Medicare Tax	14,769.00	0.00	4,364.79	10,404.21	70.45
300-10-50100-30	Workers Compensation Ins.	12,784.00	0.00	12,358.64	425.36	3.33
300-10-50100-99	Unfunded Accrued Liab(UAL)	2,500.00	0.00	914.25	1,585.75	63.43
300-10-50150-06	Periodicals/Memberships	500.00	0.00	391.00	109.00	21.80
300-10-50150-08	Education/Training	1,500.00	153.37	2,473.95	-973.95	-64.93
300-10-50150-16	Office Supplies	1,000.00	49.44	586.44	413.56	41.36
300-10-50150-18	Telephone Internet Service	1,300.00	393.44	1,072.52	227.48	17.50
300-10-50150-20	Mobile Phones/Pagers	100.00	0.00	0.00	100.00	100.00
300-10-50150-24	Postage	18,473.00	0.00	27,549.69	-9,076.69	-49.13
300-10-50150-26	Liability Insurance	0.00	0.00	554.80	-554.80	0.00
300-10-50150-26	Printing-Outside	4,000.00	311.29	3,640.95	359.05	8.98
300-10-50150-30	Bank Fees	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-42	Tenant/Relations	8,000.00	727.40	8,708.08	-708.08	-8.85
300-10-50150-44	Office Rent	2,000.00	98.16	1,079.76	920.24	46.01
300-10-50150-48	Office Utilities	301,617.00	301,617.00	301,617.00	0.00	0.00
300-10-50150-50	Depreciation Expense	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	30.50	274.50	725.50	72.55
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00	656.18	2,689.29	5,310.71	66.38
300-10-50300-06	Computer Software	22,000.00	7,056.86	15,866.23	6,133.77	27.88
300-10-50300-10	Appliance Purchase	8,000.00	424.27	5,738.34	2,261.66	28.27
300-10-50300-15	Security Entrance Gates	100,000.00	0.00	100,000.00	0.00	0.00
300-10-50900-00	Transfer to Other Funds	56,399.00	0.00	56,399.01	-0.01	0.00
300-20-51150-00	Property Insurance - PERMA	40,000.00	0.00	0.00	40,000.00	100.00
300-20-51160-00	Property Taxes	150,000.00	9,893.63	65,101.45	84,898.55	56.60
300-20-51200-00	Building Maintenance	250,000.00	13,500.00	192,728.56	57,271.44	22.91
300-20-51250-00	Grounds Maintenance	55,000.00	2,200.72	125,267.01	-70,267.01	-127.76
300-20-51300-00	Equipment Maintenance	425,000.00	92,244.48	446,025.52	-21,025.52	-4.95
300-20-51350-00	Utilities	2,500.00	0.00	0.00	2,500.00	100.00
300-20-51360-00	Bad Debt Expense	1,751,740.00	460,782.47	1,626,266.07	125,473.93	7.1628
Expense Total		1,751,740.00	460,782.47	1,626,266.07	125,473.93	0.0716
Grand Total		1,751,740.00	460,782.47	1,626,266.07	125,473.93	0.0716

**General Ledger  
Revenue vs Budget**

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**March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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 (951) 656-7000  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
300	Green Acres Enterprise Fund					
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-161,395.00	-1,974,082.30	-25,917.70	98.70
300-00-40225-00	UTILITY CHARGES	-60,000.00	-4,760.03	-60,960.34	960.34	101.60
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	0.00	-1,180.17	180.17	118.02
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-40.00	-400.00	-600.00	40.00
300-00-40600-00	INTEREST INCOME	-30,000.00	-1,053.85	-25,033.40	-4,966.60	83.44
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00	0.00
300-00-40750-00	MISCELLANEOUS	-400.00	-39.08	-414.08	14.08	103.52
Revenue Total		<b>2,092,520.00</b>	<b>167,287.96</b>	<b>2,062,070.29</b>	<b>30,449.71</b>	<b>0.9854</b>
Grand Total		<b>2,092,520.00</b>	<b>167,287.96</b>	<b>2,062,070.29</b>	<b>30,449.71</b>	<b>0.9854</b>

*March Joint Powers Authority*

**Balance Sheet**  
**Repairs & Maintenance – Fund 301**  
**As of June 30, 2023**

---

**ASSETS**

Cash In Bank	\$ 266,688.75
Total Assets	<u>\$ 266,688.75</u>

**LIABILITIES**

Accounts Payable	<u>850.00</u>
Total Liabilities	<u>850.00</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	185,208.75
Change in Net Position for the year ending June 30, 2023	<u>80,630.00</u>
Ending Net Position, June 30, 2023	<u>265,838.75</u>
Total Liabilities and Net Position	<u>\$ 266,688.75</u>

General Ledger  
Expenses vs Budget

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Period 12 - 12  
Fiscal Year 2023



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.					
301-20-51200-02	Roof Repairs	27,000.00	7,375.00	19,370.00	7,630.00	28.26
301-20-51200-03	Unit Improvements	55,000.00	0.00	0.00	55,000.00	100.00
Expense Total		82,000.00	7,375.00	19,370.00	62,630.00	76.378
Grand Total		82,000.00	7,375.00	19,370.00	62,630.00	0.7638



General Ledger  
Revenue vs Budget

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Fiscal Year 2023



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
301	Green Acres Repairs & Maint.	0.00	0.00	-100,000.00	100,000.00	0.00
301-00-40700-00	Operating Transfer In	-100,000.00	0.00	0.00	-100,000.00	0.00
301-00-48025-00	5% Rental Income Set-Aside	100,000.00	0.00	100,000.00	0.00	1
Revenue Total		100,000.00	0.00	100,000.00	0.00	1
Grand Total						1

## *March Joint Powers Authority*

### **Balance Sheet Debt Service Fund – Fund 740 As of June 30, 2023**

---

#### **ASSETS**

Cash In Bank	\$ (555,214.32)
Deferred Charge on Refunding	6,956,404.05
Prepaid Bond Insurance	<u>234,875.38</u>
Total Assets	<u>\$ 6,636,065.11</u>

#### **LIABILITIES**

Loans Payable	968,511.72
Interest Payable	479,976.57
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,320,495.50
Due to Other Funds	<u>131,005.00</u>
Total Liabilities	<u>32,524,988.79</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	(26,271,745.05)
Change in Net Position for the year ending June 30, 2023	<u>382,821.37</u>
Ending Net Position, June 30, 2023	<u>(25,888,923.68)</u>
Total Liabilities and Net Position	<u>\$ 6,636,065.11</u>

**General Ledger  
Expenses vs Budget**

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 Fiscal Year 2023



**March Joint Powers Authority  
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 Riverside, CA 92518  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.	0.00	0.00	1,132,843.76	-1,132,843.76	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	0.00	1,132,843.76	-1,132,843.76	0
Expense Total		0.00	0.00	1,132,843.76	-1,132,843.76	0
Grand Total		—	—	—	—	—

General Ledger  
Revenue vs Budget

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Fiscal Year 2023



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
740	SUCCESSOR AGENCY D.S.					
740-00-40600-00	Interest Income	0.00	0.00	-633.07	633.07	0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	-1,515,032.06	1,515,032.06	0.00
Revenue Total		<b>0.00</b>	<b>0.00</b>	<b>1,515,665.13</b>	<b>-1,515,665.13</b>	<b>0</b>
Grand Total		<b>0.00</b>	<b>0.00</b>	<b>1,515,665.13</b>	<b>-1,515,665.13</b>	<b>0</b>

## *March Joint Powers Authority*

### **Balance Sheet RORF Fund – Fund 750 As of June 30, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 3,494,217.77
Total Assets	<u>\$ 3,494,217.77</u>

#### **LIABILITIES**

Accounts Payable	725.00
Due to Other Funds	<u>500,000.00</u>
Total Liabilities	<u>500,725.00</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	2,301,992.83
Change in Net Position for the year ending June 30, 2023	<u>691,499.94</u>
Ending Net Position, June 30, 2023	<u>2,993,492.77</u>
Total Liabilities and Net Position	<u>\$ 3,494,217.77</u>

General Ledger  
Expenses vs Budget

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Fiscal Year 2023



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	0.00	5,000.00	-5,000.00	0.00
750-10-50150-42	Banking Expenses	0.00	725.00	2,720.00	-2,720.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	1,515,032.06	-1,515,032.06	0.00
750-10-50900-00	Transfer Out	0.00	725.00	1,522,752.06	-1,522,752.06	0
Expense Total		0.00	725.00	1,522,752.06	-1,522,752.06	0
Grand Total		0.00	725.00	1,522,752.06	-1,522,752.06	0

General Ledger  
Revenue vs Budget

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Fiscal Year 2023



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
750	Successor Agency RORF	0.00	0.00	-2,464,252.00	2,464,252.00	0.00
750-00-40245-00	Tax Increment RPTTF	0.00	250,000.00	250,000.00	-250,000.00	0.00
750-00-40800-05	Administrative Cost Allowance	0.00	-250,000.00	2,214,252.00	-2,214,252.00	0
Revenue Total		0.00	-250,000.00	2,214,252.00	-2,214,252.00	0
Grand Total						

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** August 23, 2023

**Action:** **APPROVE MAY AND JUNE 2023 FINANCIAL DISBURSEMENTS**

**Motion:** Move to approve the financial disbursements for the months of May and June 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the months of May and June for the March JPA, Green Acres, Meridian Lighting, Landscaping and Maintenance District (LLMD) No. 1, and Community Facility District (CFD). No checks were issued by the Successor Agency (former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed for May and June for the March JPA, Green Acres, LLMD and CFD.



# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH CJLAKE	CJ Lake, LLC	California Computer Options, Inc.	05/04/2023	\$ 8,425.97
ACH computer	Charles Conder Jr.	Edward Delgado	05/04/2023	10,075.34
ACH conderjr	Michael Vargas	Rodney McCraine	05/04/2023	500.00
ACH delgado	Albert A. Webb Associates	CJ Lake, LLC	05/10/2023	200.00
ACH vargas	Daley Technology Systems	Habib Motlagh	05/04/2023	500.00
ACH McCraine	Ba Sharaf, LLC	BA Sharaf, LLC	05/15/2023	103.50
ACH alberta	California Computer Options, Inc.	California Computer Options, Inc.	05/15/2023	3,240.00
ACH cjlake	California Computer Options, Inc.	BA Sharaf, LLC	05/15/2023	8,207.43
ACH dts	California Computer Options, Inc.	California Computer Options, Inc.	05/15/2023	3,700.92
ACH hmconsul	C. S. Legacy Construction Inc.	C. S. Legacy Construction Inc.	05/15/2023	5,000.00
ACH BASHaraf	California Computer Options, Inc.	California Computer Options, Inc.	05/17/2023	4,789.49
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/17/2023	3,809.74
ACH Computer	BA Sharaf, LLC	BA Sharaf, LLC	05/18/2023	284.51
ACH BASHaraf	California Computer Options, Inc.	California Computer Options, Inc.	05/08/2023	7,687.50
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/17/2023	19.65
ACH cslegacy	California Computer Options, Inc.	California Computer Options, Inc.	05/31/2023	22,892.15
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/08/2023	569.04
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/17/2023	39.30
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/08/2023	582.60
ACH Computer	California Computer Options, Inc.	California Computer Options, Inc.	05/17/2023	506.15
2060 CalPERS	CalPERS	CalPERS	05/10/2023	9,569.94
2065 CalPERS	CalPERS	CalPERS	05/29/2023	11,238.27
1017157 BESTBE	Best Best & Krieger, LLP	Best Best & Krieger, LLP	05/04/2023	15,719.40
1017158 Seyfarth	Seyfarth Shaw LLP	Seyfarth Shaw LLP	05/04/2023	16,179.00
1017159 CANONB	Canon Solutions America, Inc.	Canon Solutions America, Inc.	05/04/2023	253.32
1017160 citymvd	City Of Moreno Valley	City Of Moreno Valley	05/04/2023	40.56
1017161 permains	Public Entity Risk Management Authority(PERMA)	Public Entity Risk Management Authority(PERMA)	05/04/2023	47,628.68
1017162 WMWD	Western Municipal Water District	Western Municipal Water District	05/04/2023	6,604.39
1017163 rogers	Marita G. Rogers	Marita G. Rogers	05/04/2023	100.00

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017164	JanPro	Commerical Cleaning Solutions, Inc.	05/04/2023	490.00
1017196	NINAS	Nina Schumacher	05/04/2023	401.91
1017197	PHILLIPS	Phillips 66-CO./SYNCB	05/08/2023	75.38
1017198	mvc	MV Cheng & Associates Inc.	05/10/2023	32,100.00
1017200	william2	Grace Martin	05/10/2023	103.50
1017202	bestbe	Best Best & Krieger, LLP	05/15/2023	13,436.40
1017203	esa	ESA	05/15/2023	10,965.50
1017204	fedex	FedEx	05/15/2023	61.84
1017205	PRINTWR	Print Wear Embroidery Wear	05/15/2023	241.23
1017206	sparklet	Sparkletts	05/15/2023	168.86
1017207	StaplesA	Staples Business Credit	05/15/2023	1,386.59
1017208	TRILAK	TRI Lake	05/15/2023	2,542.50
1017209	vrpa	VRPA Technologies, Inc.	05/15/2023	3,432.18
1017210	cgresour	CG Resource Management & Engineering, Inc.	05/15/2023	16,300.00
1017211	rivtlma	TLMA Administration- County Of Riverside	05/15/2023	3,028.13
1017212	wastem	WM Corporate Services, Inc.	05/15/2023	487.43
1017213	bankofam	Bank Of America	05/18/2023	13,831.70
1017214	FEDEX	FedEx	05/18/2023	23.09
1017215	FRONTIER	Frontier Communications	05/18/2023	218.74
1017216	mgs	M.G.S.	05/18/2023	629.74
1017217	HOMEDE	Home Depot Credit Services	05/18/2023	143.75
1017218	SONRI	SONRI, INC	05/18/2023	7,500.00
1017219	trilak	TRI Lake	05/23/2023	600.00
1017220	BESTBE	Best Best & Krieger, LLP	05/31/2023	22,074.30
1017221	WILLDANS	Willdan	05/31/2023	48,773.26
1017222	BESTBE	Best Best & Krieger, LLP	05/31/2023	15,719.40

Report Total (55 checks):

\$ 383,202.28

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003591	PHILLIPS	Phillips 66-CO./SYNCB	05/08/2023	\$ 442.20
2003592	TRILAK	TRI Lake	05/08/2023	2,950.00
2003593	Aqua	Aqua Backflow & Chlorination, Inc..	05/08/2023	348.29
2003594	rivtlma	TLMA Administration- County Of Riverside	05/08/2023	612.50
2003595	permain	Public Entity Risk Management Authority(PERMA)	05/08/2023	3,512.94
2003596	wmwd	Western Municipal Water District	05/08/2023	412.78
2003597	BRIGHT	BrightView Landscape Services, Inc.	05/08/2023	3,400.00
2003598	WMWD2	Western Municipal Water District	05/08/2023	4,355.09
2003599	sec4	Southern California Edison	05/15/2023	6,345.50
2003600	bankofam	Bank Of America	05/17/2023	61.45
2003601	FRONTIER	Frontier Communications	05/17/2023	6.30
2003602	sec4	Southern California Edison	05/17/2023	367.08
2003603	BRIGHT	BrightView Landscape Services, Inc.	05/17/2023	48,518.93
2003604	wmwd2	Western Municipal Water District	05/17/2023	1,460.84
2003605	trilak	TRI Lake	05/23/2023	19,775.00
2003606	trilak	TRI Lake	05/24/2023	4,440.00
<b>Report Total (16 checks):</b>				<b>\$ 97,008.90</b>

# Accounts Payable

## Checks by Date - Summary by Check Number

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### March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000095	PERMAINS	Public Entity Risk Management Authority(PERMA)	05/08/2023	\$ 1,051.92
4000096	see4	Southern California Edison	05/15/2023	724.94
Report Total (2 checks):				<u>\$ 1,776.86</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### Green Acres - Fund 300

Check No	Vendor Name	Check Date	Check Amount
3009256	Automated Gate Services, Inc.	05/08/2023	\$ 120.00
3009257	M.G.S.	05/08/2023	53.86
3009258	Phillips 66-CO./SYNCB	05/08/2023	186.19
3009259	South County Pest Control, Inc.	05/08/2023	120.00
3009260	Compare Carpets & Hardfloors Inc.	05/08/2023	2,802.90
3009261	Public Entity Risk Management Authority(PERMA)	05/08/2023	9,038.23
3009262	Western Municipal Water District	05/08/2023	825.56
3009263	Ability Counts, Inc.	05/10/2023	13,500.00
3009264	Bank Of America	05/10/2023	500.25
3009265	HD Supply Facilities Maintenance, Ltd.	05/10/2023	1,125.88
3009266	Montgomery Plumbing	05/10/2023	2,510.00
3009267	Staples Business Credit	05/10/2023	163.13
3009268	Southern California Edison	05/10/2023	65.07
3009269	Home Depot Credit Services	05/10/2023	393.59
3009270	March Joint Powers Utility Authority	05/10/2023	17,255.65
3009271	Robert Vernieri	05/10/2023	735.00
3009272	Bank Of America	05/17/2023	115.87
3009273	Frontier Communications	05/17/2023	12.59
3009274	Montgomery Plumbing	05/17/2023	280.00
3009275	California Apartment Association	05/17/2023	61.00
3009276	South County Pest Control, Inc.	05/17/2023	399.00
3009277	Southern California Edison	05/17/2023	518.56
3009278	Western Municipal Water District	05/17/2023	24,958.03
3009279	TRI Lake	05/23/2023	830.00

Report Total (24 checks): \$ 76,570.36

# Accounts Payable

## Checks by Date - Summary by Check Number

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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH CabreraU		Ulises Cabrera	06/01/2023	\$ 100.00
ACH ConderJr		Charles Conder Jr.	06/01/2023	500.00
ACH Gutierre		Yxstian Gutierrez	06/01/2023	100.00
ACH HMConsul		Habib Motlagh	06/01/2023	8,721.60
ACH VargasM		Michael Vargas	06/01/2023	300.00
ACH Computer		California Computer Options, Inc.	06/06/2023	1,282.12
ACH QPan		Qisheng Pan	06/06/2023	38,000.00
ACH computer		California Computer Options, Inc.	06/15/2023	7,448.37
ACH HMConsul		Habib Motlagh	06/15/2023	5,000.00
ACH BASHaraf		BA Sharaf, LLC	06/22/2023	17,660.33
ACH MISSPROP		Mission Property Advisors, Inc.	06/22/2023	27,500.00
ACH dpeter1		David Peterson Abatement Services,LLC	06/22/2023	9,240.00
ACH dts		Daley Technology Systems	06/22/2023	1,695.00
ACH Computer		California Computer Options, Inc.	06/06/2023	^&
ACH Computer		California Computer Options, Inc.	06/13/2023	271.80
ACH HARTFORD		THE HARTFORD	06/01/2023	1,349.96
ACH LINCOLN		The Lincoln National Life Insurance Co.	06/01/2023	1,846.40
ACH LINCOLN		The Lincoln National Life Insurance Co.	06/27/2023	2,871.85
ACH SDRMA		SDRMA	06/29/2023	2,789.72
ACH Computer		California Computer Options, Inc.	06/06/2023	150.84
ACH Computer		California Computer Options, Inc.	06/13/2023	543.59
ACH Computer		California Computer Options, Inc.	06/08/2023	374.75
ACH Computer		California Computer Options, Inc.	06/15/2023	819.88
2062 calpers		CalPERS	06/07/2023	200.00
2063 calpers		CalPERS	06/07/2023	200.00
2064 CalPERS		CalPERS	06/10/2023	9,569.94
2066 CalPERS		CalPERS	06/08/2023	11,056.22
2067 CalPERS		CalPERS	06/08/2023	66.66
2068 CalPers		CalPERS	06/08/2023	231.26

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### General Fund - Fund 100

Check No	Vendor Name	Check Date	Check Amount
2069	CalPERS	06/08/2023	11,056.22
2070	CalPERS	06/08/2023	11,086.37
3369	Rodney McCraine	06/01/2023	20,000.00
3370	Rodney McCraine	06/01/2023	2,562.29
3371	Rodney McCraine	06/01/2023	9,191.71
3372	Rodney McCraine	06/01/2023	11,968.84
3373	Rodney McCraine	06/05/2023	629.39
3374	State Compensation Ins. Fund	06/01/2023	4,648.40
1017223	ESA	06/01/2023	11,107.50
1017224	FedEx	06/01/2023	26.49
1017225	CG Resource Management & Engineering, Inc.	06/01/2023	4,850.00
1017226	TLMA Administration- County Of Riverside	06/01/2023	1,900.69
1017227	Marita G. Rogers	06/01/2023	100.00
1017228	Canon Financial Services, Inc.	06/01/2023	857.33
1017229	Grace Martin	06/05/2023	185.00
1017230	Bud's Moreno Valley Tire Pros	06/06/2023	60.00
1017231	M.G.S.	06/06/2023	925.00
1017232	Canon Solutions America, Inc.	06/06/2023	744.75
1017233	City Of Moreno Valley	06/06/2023	45.18
1017234	Western Municipal Water District	06/06/2023	6,604.39
1017235	Commerical Cleaning Solutions, Inc.	06/06/2023	490.00
1017236	BH Electric, Ind.	06/15/2023	982.32
1017237	M.G.S.	06/15/2023	974.29
1017238	Phillips 66-CO./SYNCB	06/15/2023	168.73
1017239	Print Wear Embroidery Wear	06/15/2023	1,279.17
1017240	Seyfarth Shaw LLP	06/15/2023	7,218.00
1017241	Sparkletts	06/15/2023	161.25
1017242	StaplesA	06/15/2023	725.16
1017243	Willdan	06/15/2023	49,545.76

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017244	HOMEDE	Home Depot Credit Services	06/15/2023	107.45
1017245	WASTEM	WM Corporate Services, Inc.	06/15/2023	1,081.21
1017246	bankofam	Bank Of America	06/21/2023	8,356.17
1017247	bestbe	Best Best & Krieger, LLP	06/22/2023	5,184.00
1017248	esa	ESA	06/22/2023	744.00
1017249	frontier	Frontier Communications	06/22/2023	89.47
1017250	gold	GLS US	06/22/2023	39.03
1017251	mgs	M.G.S.	06/22/2023	1,927.81
1017252	MissRepr	Mission Reprographics	06/22/2023	46.76
1017253	trilak	TRI Lake	06/22/2023	16,968.21
1017254	vipa	VRPA Technologies, Inc.	06/22/2023	1,965.42
1017255	MVC	MV Cheng & Associates Inc.	06/22/2023	34,930.00
1017256	fedex	FedEx	06/29/2023	27.02
1017257	Camargo	Cindy Camargo	06/29/2023	53.76
Report Total (72 checks):				<u>263,957.41</u>



# Accounts Payable

## Checks by Date - Summary by Check Number

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### Meridian LLMID No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003607	trilak	TRI Lake	06/01/2023	\$ 11,845.00
2003608	rivtlima	TLMA Administration- County Of Riverside	06/01/2023	607.86
2003609	sce4	Southern California Edison	06/01/2023	8,697.90
2003610	BRIGHT	BrightView Landscape Services, Inc.	06/01/2023	2,640.26
2003611	wmwd2	Western Municipal Water District	06/01/2023	6,919.50
2003612	wmwd2	Western Municipal Water District	06/01/2023	17,601.08
2003613	buds	Bud's Moreno Valley Tire Pros	06/06/2023	1,268.28
2003614	SouthCou	South County Pest Control, Inc.	06/06/2023	94.00
2003615	wmwd	Western Municipal Water District	06/06/2023	412.78
2003616	BRIGHT	BrightView Landscape Services, Inc.	06/06/2023	3,400.00
2003617	wmwd2	Western Municipal Water District	06/06/2023	1,795.23
2003618	PHILLIPS	Phillips 66-CO./SYNCB	06/13/2023	597.49
2003619	sce4	Southern California Edison	06/13/2023	6,455.40
2003620	SOCANEWS	Southern California News Group	06/13/2023	603.01
2003621	bankofam	Bank Of America	06/21/2023	166.60
2003622	FRONTIER	Frontier Communications	06/22/2023	5.60
2003623	SouthCou	South County Pest Control, Inc.	06/22/2023	160.00
2003624	sce4	Southern California Edison	06/22/2023	404.90
2003625	BRIGHT	BrightView Landscape Services, Inc.	06/22/2023	12,344.46
2003626	siteone	Site One Landscape Supply	06/22/2023	6,614.39
2003627	sce4	Southern California Edison	06/29/2023	9,157.05
2003628	wmwd	Western Municipal Water District	06/29/2023	13,562.07

Report Total (22 checks): **\$ 105,352.86**

# Accounts Payable

Checks by Date - Summary by Check Number

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## March Lifecare Campus CFD 2013 - Fund 140

Check No 4000097  
Vendor No see4  
Vendor Name Southern California Edison

Check Date	Check Amount
06/13/2023	\$ 752.06

Report Total ( 1 checks): \$ 752.06

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
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### Green Acres - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009280	Automate	Automated Gate Services, Inc.	06/06/2023	\$ 120.00
3009281	BHE	BH Electric, Ind.	06/06/2023	3,674.00
3009282	buds	Bud's Moreno Valley Tire Pros	06/06/2023	144.96
3009283	ChristRo	Christianson Roofing	06/06/2023	4,825.00
3009284	HDFacil	HD Supply Facilities Maintenance, Ltd.	06/06/2023	439.14
3009285	SouthCou	South County Pest Control, Inc.	06/06/2023	481.00
3009286	wmwd	Western Municipal Water District	06/06/2023	825.56
3009287	ALPINE	Robert Vernieri	06/06/2023	785.00
3009288	ABILITY	Ability Counts, Inc.	06/13/2023	13,500.00
3009289	bhe	BH Electric, Ind.	06/13/2023	1,077.42
3009290	mgs	M.G.S.	06/13/2023	326.22
3009291	Montg	Montgomery Plumbing	06/13/2023	3,045.00
3009292	PHILLIPS	Phillips 66-CO./SYNCB	06/13/2023	270.76
3009293	StaplesA	Staples Business Credit	06/13/2023	85.31
3009294	see4	Southern California Edison	06/13/2023	91.05
3009295	HOMEDE	Home Depot Credit Services	06/13/2023	455.68
3009296	bankofam	Bank Of America	06/20/2023	276.86
3009297	ChristRo	Christianson Roofing	06/20/2023	1,700.00
3009298	FRONTIER	Frontier Communications	06/20/2023	11.19
3009299	Montg	Montgomery Plumbing	06/20/2023	1,950.00
3009300	CAAPAS	California Apartment Association	06/20/2023	30.50
3009301	SouthCou	South County Pest Control, Inc.	06/20/2023	612.00
3009302	see4	Southern California Edison	06/20/2023	785.39
3009303	WMWD	Western Municipal Water District	06/20/2023	32,187.32
3009304	HDFacil	HD Supply Facilities Maintenance, Ltd.	06/29/2023	60.92

Report Total (25 checks):

\$ 67,760.28

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** August 23, 2023

**Action:** **ADOPT RESOLUTION JPA 23-16 AMENDING FISCAL YEARS 2022/2023 AND 2023/2024 MARCH JOINT POWERS AUTHORITY ADOPTED BUDGETS FOR FACILITIES MANAGEMENT AND LIABILITY INSURANCE**

**Motion:** Move to adopt Resolution JPA 23-16 amending the FY 2022/2023 and 2023/2024 March Joint Powers Authority adopted budgets for facilities management and liability insurance.

**Background:**

At the August 24, 2022, JPC meeting, the Commission adopted a two-year budget for the March Joint Powers Authority operations for FY 2022/2023 and FY 2023/2024.

Finance staff is currently finalizing budget adjustments for FY 2022/23 and FY2023/2024 for all March JPA entities and associated budgets that include the March Inland Port Airport Authority; March Joint Powers Utility Authority; Green Acres Enterprise Fund; Meridian Lighting and Landscaping Maintenance District; and March LifeCare Community Facilities District. As such, accurate and full budget reports are not yet ready for the Commission's review. However, two urgent matters related to life and safety have arisen within the facilities management and liability components of operations and the following proposed adjustments are recommended at this time.

**Northeast Corner Demolition**

On December 2<sup>nd</sup>, 2009, the Commission approved the March LifeCare Campus Specific Plan. Since the approval of the project, the JPA has demolished former military buildings throughout the Northeast corner to help facilitate the medical campus development. Five buildings were not demolished due to occupancy by renters. By the end of 2021, four of the five remaining buildings were abandoned while the church building remains intact and occupied. Due to the lack of development by the March LifeCare master developer, the four vacated buildings have become public nuisances with regular break ins and fires drawing attention from local law enforcement and private security services on a weekly basis. To address public safety issues within the Northeast Corner, staff recommend a budget adjustment in facilities management to allow for the demolition of the four mentioned vacant buildings.

It should be noted that any money expended by March JPA that benefits the March LifeCare project is credited against the \$20.5M note owed to the developer for infrastructure, pursuant to Article 8. Section 8.01 of the DDA.

- FY 2023/2024 Demolition Expense – increase \$500,000.

### **PERMA / Property & Liability Insurance**

Independent but related to the aforementioned budget item is ongoing liability coverage for the Authority and its facilities. At the end of July, the JPA received notice of immediate payments due for its PERMA property and liability insurances. While the Commission established budgets for liability coverage in FY 2022/2023 and 2023/2024, PERMA informed its members of significant increases in premiums and public filings against members which have resulted in significant increases in insurance program costs. As such, the following budget adjustments are necessary at this time as final adjusted payments are due no later than August 31, 2023. In order to avoid any penalties or lapse in coverage, the following amendments to the FY 2022/2023 and 2023/2024 PERMA / Property & Liability budgets are recommended:

- FY 2022/2023 Liability insurance increased \$ 70,571 (paid in 2022 per Commission)
- FY 2023/2024 Liability insurance increased \$ 73,900 (not yet paid)
- FY 2023/2024 Property insurance increased \$ 175,000 (not yet paid)

The proposed amendment to budget line items reflect the best estimates that can be generated by staff at this time; these estimates are more accurate than what is currently provided in the adopted budget.

**Attachment:** Resolution JPA 23-16

## RESOLUTION JPA 23-16

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

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

**WHEREAS**, the March Joint Powers Commission annually prepares and adopts an agency budget; and

**WHEREAS**, the financial resources necessary to implement the annual budget are provided through proceeds from land use administration, tax assessments, lease revenue, sale of assets, Green Acres enterprise funds, and grants; and

**WHEREAS**, budget adjustments within the facilities management and liability components of operations are required to address life and safety issues; and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the March Joint Powers Commission at its regular session assembled on August 23, 2023, that in all matters provided for in the Joint Powers Agreement creating the March Joint Powers Authority, that budget adjustments as follows are hereby adopted by the March Joint Powers Commission: FY 2022/2023 Liability Insurance increase to \$70,751; FY 2023/2024 Liability Insurance increase to \$73,900; FY 2023/2024 Property Insurance increase to \$175,000; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that increase to the Annual Budget for facilities management in the amount of \$500,000, for the time period July 1, 2023 through June 30, 2024 is also adopted as part of the Annual Budget; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Annual Budgets may be amended by future action of the March Joint Powers Commission as required by changes during this program year.

**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup> day of August, 2023.

---

Chuck Conder, Chair  
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution JPA 23-16 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 23, 2023.

Ayes:

Noes:

Abstain:

Absent:

Date: August 23, 2023

---

Cindy Camargo, Clerk  
March Joint Powers Commission

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** August 23, 2023

**Action:** **APPROVE AN INTERIM OUTLET STRUCTURE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE AGREEMENT**

**Motion:** Move to approve an interim outlet structure cooperative agreement with Riverside County Flood Control and Water Conservation District, and authorize the Executive Director to finalize and execute the agreement.

**Background:**

On September 16th, 2015, the March Joint Powers Authority ("Authority") and Hillwood Enterprises, L.P. ("Hillwood") entered into a Memorandum of Understanding which outlines the anticipated terms and conditions required for development of 142 acres of undeveloped land to the west of the runway at March Inland Port ("MOU").

On June 8, 2021, the Authority, developer, and the Riverside County Flood Control and Water Conservation District ("District") entered into a Cooperative Agreement ("Facility Agreement") which outlines the developer's obligations to construct certain flood control facilities for the developer's planned development, including the construction of an Interim Outlet Structure ("Flood Control Facilities") after they are completed by the developer and accepted by District.

Pursuant to recitals C, E, and H as well as Section (22) of the Facility Agreement, the developer is responsible for: (1) obtaining easements for the construction of an Interim Outlet Structure and (2) the construction and maintenance of an Interim Outlet Structure until the Flood Control Facilities are completed by developer and accepted by District.

As the interim outlet structure would be located on Air Force properties, the developer was required to obtain needed easements from the March Air Reserve Base for flood control. However, the developer experienced challenges in obtaining needed easements from the Air Force and the Authority intervened and entered into an easement agreement with the United States Air Force ("USAF") (the "Easement Agreement"), attached hereto as Exhibit A, in order to assist Developer with the acquisition of an easement for the construction of the required interim outlet structure. The purpose of this Agreement is to



clarify that the developer was ultimately responsible for compliance with the terms and conditions of the Easement Agreement until such time as the Flood Control Facilities have been accepted by District.

As the developer completed flood control facilities and those facilities were accepted by the District in June of 2023, the District recognizes the benefit of the interim outlet structure to their facilities and agree to assume the responsibilities and obligations placed on the Authority via the Easement Agreement with the Air Force. The interim outlet structure would be replaced by an underground concrete box culvert (Perris Valley Area Drainage Plan Lateral B – Stage 5) along Air Force properties. In order to facilitate the full completion of the District’s flood control facilities along Air Force properties, staff is recommending approval of an interim outlet structure cooperative agreement with the District and authorize the Executive Director to finalize and execute the agreement.

**Attachments:** Interim Outlet Structure Cooperative Agreement

## **INTERIM OUTLET STRUCTURE COOPERATIVE AGREEMENT**

This Interim Outlet Structure Cooperative Agreement ("Agreement") is entered into this \_\_\_\_\_ day of August, 2023 ("Effective Date") by and among the March Joint Powers Authority, a public agency and a joint powers authority governed by the March Joint Powers Commission ("Authority"), and Riverside County Flood Control and Water Conservation District ("District") as set forth below. The Authority and District are sometimes referred to individually as a "Party" or collectively as the "Parties."

### **RECITALS**

A. On September 16, 2015, Authority, and Hillwood Enterprises, L.P. ("Hillwood") entered into a Memorandum of Understanding which outlines the anticipated terms and conditions required for development of 142 acres of undeveloped land to the west of the runway at March Inland Port ("MOU"). On December 28, 2015, Hillwood assigned its interests in the MOU to Developer.

B. On June 8, 2021, the Authority, Developer, and the Riverside County Flood Control and Water Conservation District ("District") entered into a Cooperative Agreement ("Facility Agreement") which outlines Developer's obligations to construct certain flood control facilities for Developer's planned development, including the construction of an Interim Outlet Structure ("Flood Control Facilities") after they are completed by Developer and accepted by District. As used herein, the phrase "Completed by Developer" means either constructed by Developer or by Developer's contractor.

C. Pursuant to Recitals C, E, and H as well as Section (22) of the Facility Agreement, Developer is responsible for: (1) obtaining easements for the construction of an Interim Outlet Structure and (2) the construction and maintenance of an Interim Outlet Structure until the Flood Control Facilities are completed by Developer and accepted by District.

D. The Authority entered into an easement agreement with the United States Air Force ("USAF") (the "Easement Agreement"), attached hereto as Exhibit A, in order to assist Developer with the acquisition of an easement for the construction of an Interim Outlet Structure. The purpose of this Agreement is to clarify that the Developer was ultimately responsible for compliance with the terms and conditions of the Easement Agreement until such time as the Flood Control Facilities have been accepted by District.

### **AGREEMENT**

I. Incorporation of Recitals. The Parties each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though

fully set forth at length.

2. Responsibility for Interim Outlet Structure. As the Developer has completed Flood Control Facilities and facilities were accepted by the District in June of 2023, the District agrees to assume the responsibilities and obligations placed on the Authority via the Easement Agreement. District acknowledges that it has had the opportunity to review the Easement Agreement.

3. Indemnification. To the fullest extent permitted by law, District shall indemnify and hold harmless the Authority, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to District's assumption of the obligations of the Authority under the Easement Agreement, including but not limited to, a breach of the Easement Agreement caused by District. Subject to the foregoing, District shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the indemnitees in any claim, proceeding or action for which indemnification is required.

4. Term. The term of this Agreement (the "Term") shall commence on the date that this Agreement is fully executed by the Parties (the "Effective Date").

5. Jurisdiction, Venue, and Choice of Law. This Agreement shall be governed by California law. Venue shall be in the County of Riverside, California.

6. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the Authority and the District agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

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

8. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be entered into as of the date set forth above.

(Signatures on Next Page)

MARCH JPA

**RIVERSIDE COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT**

**EXHIBIT A**

USAF – AFRC – 22-2-0101 EASEMENT AGREEMENT

(Attached)

**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF EASEMENT**  
**FOR**  
**MARCH JOINT POWERS AUTHORITY**  
**ON**  
**MARCH AIR RESERVE BASE, CALIFORNIA**

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**DEPARTMENT OF THE AIR FORCE**

**GRANT OF EASEMENT**

**PREAMBLE**

**THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest; does hereby grant and convey to March Joint Powers Authority (MJPA), Riverside County, California, a public entity (Grantee), an exclusive Easement to construct, operate, maintain, and repair an interim stormwater outfall structure in support of the Veterans Industrial Park 215 Project (VIP 215) on, over, under, and across the property on March Air Reserve Base (ARB), California, authorized to do business in this State, as described in **Exhibit A** and depicted on **Exhibit B**. (the "Easement Area") The Grantor and Grantee may be referred to as Parties or separately as a Party.

**BASIC TERMS**

**1. TERM**

**1.1 Term.** This Grant shall be a term of 10 (Ten) years commencing on **25 July, 2022** ("Commencement Date") and ending **25 July, 2032** ("Expiration Date") unless sooner terminated.

**1.2 Termination.** The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

**2. RENT**

**2.1** The consideration for this easement shall be the construction, operation, maintenance, and repair of the interim stormwater outfall structure for the benefit of the public with the terms herein set forth.

**3. CORRESPONDENCE**

**3.1** Any notices pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:



GOVERNMENT:  
452 Base Civil Engineer  
March Air Reserve Base  
610 Meyer Drive, B2403, Riverside, CA 92518

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

#### **4. USE OF EASEMENT AREA**

**4.1 Permitted Uses.** The Grantee shall use the Easement Area solely for purposes of constructing, operating, maintaining, and repairing a rock line, interim stormwater outfall structure. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws, as defined in Section 25.1.1 below. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

**4.2 Grantee Access.** Grantee is granted the nonexclusive right to use the walkways, streets, and roads on March Air Reserve AFB, California in common with the Government and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

**4.3 Government's Right of Access And Inspection.** Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

**4.4 Government's Reasonable Regulation.** The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Government, or its duly authorized representatives, may from time to time impose.

**4.5 No Obstructions.** Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

**4.6 Limitation Of Grantee Rights.** Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

## **5. ABANDONMENT OR TERMINATION OF EASEMENT**

**5.1 Termination.** This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Government shall give written notice of any termination, which shall be effective as of the date of the notice.

**5.2 Remedies For Non-Compliance.** In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs

## **OPERATION OF THE EASEMENT AREA**

### **6. EASEMENTS AND RIGHTS OF WAY**

**6.1 Non-exclusive use.** This Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

## 7. CONDITION OF EASEMENT AREA

**7.1** The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted “as is, where is” without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

## 8. MAINTENANCE OF EASEMENT AREA

**8.1 Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

**8.2 Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

## 9. TAXES

**9.1** The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

## 10. INSURANCE

**10.1 Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

**10.2 Grantee Insurance Coverage.** During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

**10.2.1** Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used

to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

10.2.2 Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

**10.3 General Requirements.** All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of California ; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

**10.4 Evidence of Insurance.** The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

**10.5 Damage or Destruction of Easement Area.** In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

## **11. ALTERATIONS**

**11.1 Alterations.** At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

**11.2 Airfield Construction.** Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

## **12. COSTS OF UTILITIES/SERVICES**

**12.1** The Grantee shall be responsible for all utilities, janitorial services, refuse collection, and building and grounds maintenance of the Easement Area without cost to the Government.

## **13. RESTORATION**

**13.1 Grantee's Removal Obligation.** Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

**13.2 Government Restoration of Easement Area.** If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

**14.1** The Grantee may not assign this Easement without the prior written consent of the Government.

## 15. LIENS AND MORTGAGES

**15.1 Prohibition Against Liens and Mortgages on the Easement Area.** The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

## ENVIRONMENT

### 16. ENVIRONMENTAL PROTECTION

**16.1 Compliance with Applicable Laws.** Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

**16.2 Environmental Permits.** The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

**16.3 Indemnification.** The Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

**16.4 Government Caused Environmental Damage.** Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

**16.5 Records Maintenance and Accessibility.** The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

**16.6 Grantee Response Plan.** The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

**16.7 Pesticide Management.** Any pesticide use will require prior Government approval.

**16.8 Compliance with Water Conservation Policy.** The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

**16.9 Protection of Environment and Natural Resources.** The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

**16.10 Pesticides and Pesticide Related Chemicals in Soil.** The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

## **17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)**

**17.1 Asbestos-Containing Materials (ACM).** The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

**17.2 Lead-Based Paint (LBP).** The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any



improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

**18.1 Compliance With Health and Safety Plan.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

**18.2 Occupational Safety and Health.** The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

## **19. HISTORIC PRESERVATION**

**19.1** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1 IRP Records.** On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the

terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

**20.2 No Liability for Interference.** The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

**20.3 Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

## **20.4 ACCESS FOR RESTORATION**

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of a Federal Facility Agreement (FFA)

or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

## **21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY**

**21.1** An Environmental Baseline Survey ("EBS") for the Easement Area dated March 29, 2022 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS**

**22.1 Covenant Against Contingent Fees.** The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**22.2 Officials Not to Benefit.** No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

**22.3 Facility Nondiscrimination.** As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

**22.4 Gratuities.**

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

**22.5 No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

**22.6 Records and Books of Account.** The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

**22.7 Remedies Cumulative; Failure of Government to Insist on Compliance.** The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

**22.8 Counterparts.** This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

**22.9 Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

**22.10 Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

**22.11 Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,

will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

**22.12 Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

**22.13 Identification of Government Agencies, Statutes, Programs, and Forms.** Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

**22.14 Approvals.** Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

**22.15 Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

**22.16 No Individual Liability of Government Officials.** No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

**22.17 Excusable Delays.** The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any

of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

## 23. SPECIAL PROVISIONS

Reserved

## 24. RIGHTS NOT IMPAIRED

**24.1 Rights Not Impaired.** Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2 Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3 Permanent Removal and Barment.** Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

**24.4 No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

## **25. APPLICABLE LAWS**

**25.1 Compliance With Applicable Laws.** The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

**25.2 Permits, Licenses, and Approvals.** The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

**25.3 No Waiver of Sovereign Immunity.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises proprietorial federal legislative jurisdiction over the Easement Area.

**25.4 Grantee Responsibility for Compliance.** Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

**25.5 Grantee Right to Contest.** The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature



referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

## **26. AVAILABILITY OF FUNDS**

**26.1** The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

## **27. CONGRESSIONAL REPORTING**

This Easement is not subject to 10 U.S.C. § 2662.

## **28. AMENDMENTS**

**28.1** This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

## **29. GENERAL INDEMNIFICATION BY GRANTEE**

**29.1 No Government Liability.** Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

**29.2 Grantee Liability.** Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or

related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

### **30. ENTIRE AGREEMENT**

**30.1** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

### **31. CONDITION AND PARAGRAPH HEADINGS**

**31.1** The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

### **32. STATUTORY AND REGULATORY REFERENCES**

**32.1** Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENT**

**33.1** This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

### **34. EXHIBITS**

Four (4) exhibits are attached to and made a part of this Grant, as follows:

- Exhibit A - Description of Premises
- Exhibit B - Map of Premises
- Exhibit C - Physical Condition Report
- Exhibit D - Environmental Baseline Survey

[GOVERNMENT SIGNATURE PAGE TO GRANT OF EASEMENT]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the 30 day of August, 20 22.

THE UNITED STATES OF AMERICA  
by its Secretary of the Air Force

By: Judith H. Tepperman  
JUDITH H. TEPPERMAN, GS-15, DAF  
Chief, Real Property Management Division

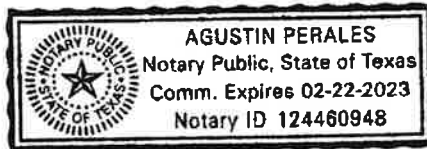
State of TEXAS

SS

County of BEXAR

This document was acknowledged before me, the undersigned Notary Public, by JUDITH H. TEPPERMAN on this the 30<sup>th</sup> day of AUGUST, 2022

Agustin Perales  
Notary Public, State of TEXAS



[GRANTEE SIGNATURE PAGE TO GRANT OF EASEMENT]

ACCEPTANCE


The Grantee hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: 25<sup>th</sup> day of July, 2022.

GRANTEE SIGNATURE PAGE TO GRANT OF EASEMENT

GRANTEE:

MARCH JOINT POWERS AUTHORITY

By:   
\_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

Attest:

  
Cindy Camargo  
March JPA Clerk

**ACKNOWLEDGMENT**

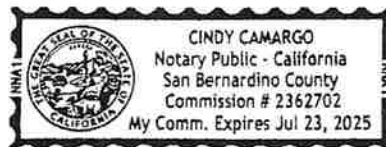
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

On July 25, 2022, before me, Cindy Camargo, Notary Public, personally appeared **Grace I. Martin**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



*Cindy Camargo* (Seal)  
Cindy Camargo, Notary Public  
Commission #2362702  
Commission Expires Jul 23, 2025

Attached to: Department of the Air Force Grant of Easement for  
March Joint Powers Authority on March Air Reserve Base, California

*Form approved by SAF/GCN 10 May 2021 Previous Versions  
Obsolete*

**EXHIBIT A**

**Description of Premises**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 8698 ON FILE IN BOOK 37 AT PAGE 90 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

**THENCE** SOUTH  $89^{\circ}53'52''$  WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 3 A DISTANCE OF 209.62 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL 11 OF RECORD OF SURVEY ON FILE IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40 INCLUSIVE THEREOF, RECORDS OF SAID RIVERSIDE COUNTY;

**THENCE** NORTH  $30^{\circ}06'29''$  WEST ALONG THE EASTERLY LINE OF SAID PARCEL 11, A DISTANCE OF 459.11 FEET;

**THENCE** LEAVING SAID EASTERLY LINE NORTH  $89^{\circ}59'57''$  EAST, A DISTANCE OF 158.68 FEET;

**THENCE** SOUTH  $65^{\circ}10'19''$  EAST, A DISTANCE OF 29.39 FEET;

**THENCE** NORTH  $90^{\circ}00'00''$  EAST, A DISTANCE OF 186.75 FEET;

**THENCE** SOUTH  $70^{\circ}15'34''$  EAST, A DISTANCE OF 145.24 FEET;

**THENCE** NORTH  $90^{\circ}00'00''$  EAST, A DISTANCE OF 196.70 FEET;

**THENCE** SOUTH  $29^{\circ}43'32''$  EAST, A DISTANCE OF 465.84 FEET;

**THENCE** NORTH  $89^{\circ}49'07''$  WEST, A DISTANCE OF 362.88 FEET;

**THENCE** SOUTH  $30^{\circ}03'00''$  WEST, A DISTANCE OF 60.70 FEET;

**THENCE** SOUTH  $59^{\circ}55'22''$  WEST, A DISTANCE OF 28.98 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 3 OF PARCEL MAP NO. 8698;

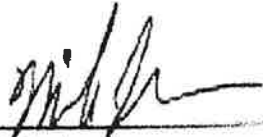
**EXHIBIT A**

**Description of Premises**

**THENCE NORTH 30°04'38" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 156.08 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 6.47 ACRES, MORE OR LESS.**

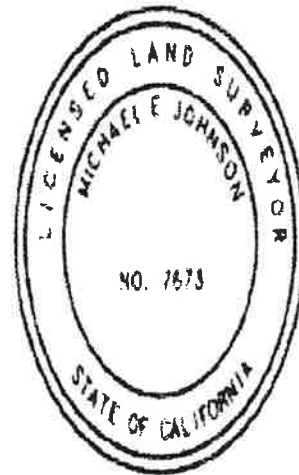
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

07/29/21

Date

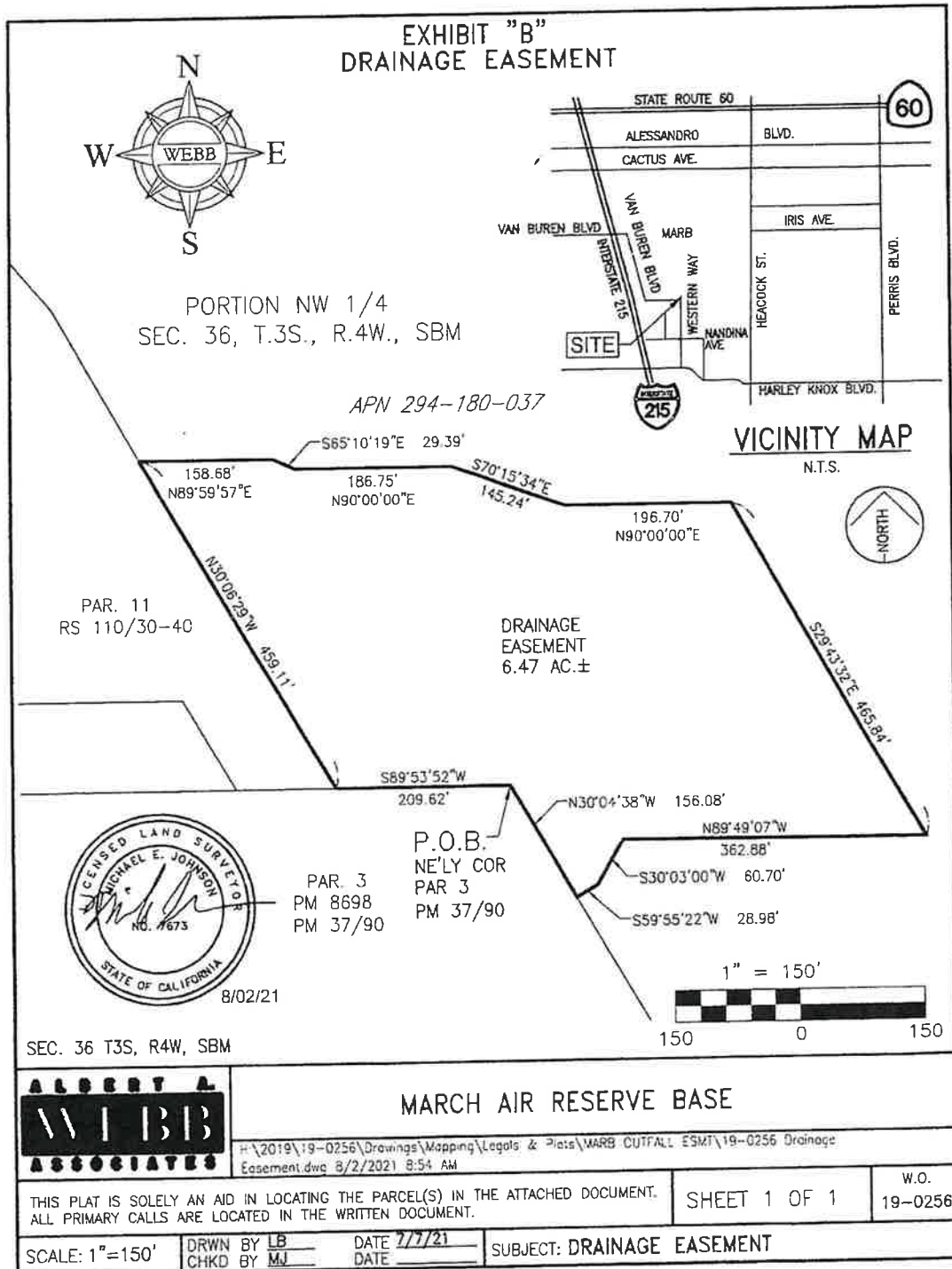


PREPARED BY: LB

CHECKED BY: MJ

**EXHIBIT B**

**Map of Premises**





### EXHIBIT B

### Map of Premises



SOURCE: DigitalGlobe, 2017

Environmental Baseline Survey of the VIP-215 Project Outfall Facility

**Figure 1-1**  
VIP 215 Project Site




EXHIBIT C

PHYSICAL CONDITION REPORT


The property identified in Exhibit A, Description of Premises, and Exhibit B, Map of Premises, as shown as part of this Easement No. USAF-AFRC-PDPG-22-2-0101 on March Air Reserve Base (ARB) has been inspected and found to be satisfactory by the MARB Real Property Accountable Officer and a representative of March Joint Powers Authority (JPA). Pictures of the property location are on file with the March ARB Real Property Office for reference if applicable. The location is free of obstructions and not located within boundaries of known future construction. The Easement site is located on Federal property at March ARB.

March ARB Representative:

  
MALIA RABAGO, GS-11, DAF  
Real Property Accountable Officer  
452 Base Civil Engineer

DATE: 7/26/22

March JPA Representative:

  
Grace I. Martin, DPPD  
Executive Director  
March Joint Powers Authority

DATE: 7/25/22

EXHIBIT D

ENVIRONMENTAL BASELINE SURVEY

See attached Environmental Baseline Survey for Veterans Industrial Park 215 Outfall Facility Easement March Air Reserve Base, California.

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MJPA - Reports, Discussions and Action Items***  
***Agenda Item No. 9 (3)***

**Meeting Date:** August 23, 2023

**Action:** **AUTHORIZE ADVERTISING REQUESTS FOR PROPOSALS FOR MARCH NORTHEAST CORNER DEMOLITION**

**Motion:** Move to authorize advertising Requests for Proposals for March northeast corner demolition.

**Background:**

On December 2<sup>nd</sup>, 2009, the Commission approved the March LifeCare Campus Specific Plan (SP-4) and certified a final EIR (SCH#2008071021), for the design and construction of approximately 3.55 million square feet of healthcare related building areas and 2.5 million square feet of parking area on approximately 236-acres of March JPA properties in its Northeast Corner. Since the approval of the project, the JPA has demolished former military buildings throughout the Northeast corner to help facilitate the medical campus development. For example, in 2015 the JPA expended over \$1.2 million in agency and federal grants to remediate and remove former military buildings; however, five buildings were not demolished due to occupancy by renters.

By the end of 2021, four of the five remaining buildings were abandoned while the church building remains intact and occupied. No development has occurred within the Northeast Corner and the timing of future projects are unknown. Due to the lack of development activity within the Northeast corner, the four vacated buildings have become public nuisances with regular break ins and fires drawing attention from local law enforcement and private security services on a weekly basis.

In order to address public safety issues within the Northeast Corner, and minimize ongoing security costs to the March JPA, staff is recommending that the four remaining vacant buildings in the Northeast Corner be demolished. Staff requests that the Commission authorize the advertising of Request for Proposals for the demolition of Buildings 962 (former Dining Hall); 976 (former Dormitory/722 LGS); 2604 (former Family Support Center); and 2605 (former OPS Building). It should be noted that any money expended by March JPA in furtherance of the project is credited against the \$20.5M note owed to the developer for infrastructure, pursuant to Article 8. Section 8.01 of the DDA.

**Attachment:** None.

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

***MIPAA Operations - Consent Calendar  
Agenda Item No. 10 (1)***

**Meeting Date:** August 23, 2023

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

**Motion:** Move to receive and file Financial Status Reports.

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the months of May and June and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's (MIPAA) ongoing activities related to the MIPAA approved FY 2022/23 budget.

**Attachment:** Financial Status Reports for May and June 2023.

## *March Inland Port*

### **Balance Sheet General Fund – Fund 500 As of May 31, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 8,722,579.46
Accounts Receivable	59,498.81
Accounts Receivable - Leases	5,613,598.68
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(7,414,802.48)
Equipment	1,434.97
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	122,511.31
Deferred Outflows - OPEB	59,076.00
	<hr/>
Total Assets	<u>\$ 73,211,307.53</u>

#### **LIABILITIES**

Debt to the JPA	2,687,896.35
Interest Payable	1,567,866.67
Net Pension Liability	234,389.76
OPEB Liability	4,012.00
Compensated Absences	131,768.65
Deferred Inflows - Pension	221,807.47
Deferred Inflows - Pension	42,565.00
Deferred Inflows - Pension	5,613,598.68
	<hr/>
Total Liabilities	<u>10,503,904.58</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	61,426,185.87
Change in Net Position for the 11 Months Ending May 31, 2023	<u>1,281,217.08</u>
	<hr/>
Ending Net Position, May 31, 2023	<u>62,707,402.95</u>
	<hr/>
Total Liabilities and Net Position	<u>\$ 73,211,307.53</u>

# General Ledger Expenses vs Budget



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

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Period 11 - 11  
Fiscal Year 2023

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,250.00	37,374.13	429,773.11	78,476.89	15.44
500-10-50100-05	Salaries and Wages	69,786.00	5,143.99	60,334.47	9,451.53	13.54
500-10-50100-10	Benefits	52,248.00	3,978.73	44,166.16	8,081.84	15.47
500-10-50100-15	PERS Contributions	8,015.00	560.11	6,621.26	1,393.74	17.39
500-10-50100-20	Medicare Tax	7,670.00	0.00	6,680.87	989.13	12.90
500-10-50100-30	Workers Compensation Ins.	47,483.00	0.00	45,903.52	1,579.48	3.33
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,500.00	0.00	0.00	1,500.00	100.00
500-10-50150-02	Mileage Reimbursement	3,600.00	1,710.00	2,405.00	1,195.00	33.19
500-10-50150-06	Periodicals/Memberships	4,000.00	0.00	0.00	4,000.00	100.00
500-10-50150-08	Education/Training	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-12	Travel	1,500.00	81.57	813.48	686.52	45.77
500-10-50150-16	Office Supplies	16,000.00	1,454.34	17,446.63	-1,446.63	-9.04
500-10-50150-18	Telephone & Internet Expense	2,500.00	181.41	181.41	2,318.59	92.74
500-10-50150-20	Mobile Phones/Pagers	50.00	0.00	0.00	50.00	100.00
500-10-50150-24	Postage	18,473.00	9,038.23	27,549.69	-9,076.69	-49.13
500-10-50150-26	Liability Insurance	250.00	0.00	36.41	213.59	85.44
500-10-50150-30	Printing - Outside	1,600.00	0.00	2,031.60	-431.60	-26.98
500-10-50150-32	Office Equipment Leases	8,000.00	486.50	8,177.70	-177.70	-2.22
500-10-50150-34	Office Equipment Maintenance	3,500.00	705.00	1,104.95	2,395.05	68.43
500-10-50150-36	Advertisement	1,000.00	324.51	324.51	675.49	67.55
500-10-50150-38	Production/Artwork	15,000.00	2,214.77	2,214.77	12,785.23	85.23
500-10-50150-40	Promotional Activities	4,400.00	0.00	3,213.86	1,186.14	26.96
500-10-50150-47	Office Rent	8,000.00	0.00	9,649.04	-1,649.04	-20.61
500-10-50150-48	Office Utilities	778,698.00	0.00	0.00	778,698.00	100.00
500-10-50150-50	Depreciation Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50175-00	Interest Expense	20,000.00	17,466.00	31,968.00	-11,968.00	-59.84
500-10-50200-02	General Legal Services	15,000.00	54,098.86	54,717.16	-39,717.16	-264.78
500-10-50200-04	Special Legal Services	15,000.00	300.40	5,035.91	9,964.09	66.43
500-10-50200-12	Environmental Review	10,000.00	0.00	8,970.00	1,030.00	10.30
500-10-50200-14	Annual Audit	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50200-15	Financial Consulting	35,000.00	0.00	50.00	34,950.00	99.86
500-10-50200-26	Aviation Planning	587,750.00	0.00	0.00	587,750.00	100.00
500-10-50300-05	ARPA FAA Grant AIP 17	7,000.00	569.04	844.67	6,155.33	87.93
500-10-50300-06	Computer Hardware & Software	621,115.00	103,641.18	163,499.00	457,616.00	73.68
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	26,837.00	0.00	26,837.24	-0.24	0.00
500-20-51150-00	Property Insurance - PERMA	45,000.00	0.00	21,900.00	23,100.00	51.33
500-20-51155-00	Airside Liability Insurance					

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-20-51200-00	Building Maintenance	20,000.00	628.00	21,875.99	-1,875.99	-9.38
500-20-51250-00	Grounds Maintenance	11,000.00	0.00	4,231.01	6,768.99	61.54
500-20-51300-00	Equipment Maintenance	1,500.00	0.00	0.00	1,500.00	100.00
500-20-51350-00	Utilities	14,000.00	1,228.87	11,476.79	2,523.21	18.02
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	971.60	9,028.40	90.28
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	6,709.62	3,290.38	32.90
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	3,500.00	89.56	1,996.23	1,503.77	42.96
500-20-55000-00	Environmental Fees	20,000.00	-2,297.00	13,757.43	6,242.57	31.21
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	104.51	14,895.49	99.30
500-20-55010-00	Airfield OPS Maintenance	12,000.00	8,324.31	10,613.00	1,387.00	11.56
500-20-55015-00	Air Force Payments (JUA)	135,000.00	24,656.62	77,264.84	57,735.16	42.77
Expense Total		<u>3,316,725.00</u>	<u>271,959.13</u>	<u>1,131,451.44</u>	<u>2,185,273.56</u>	<u>65.8865</u>
Grand Total		<u>3,316,725.00</u>	<u>271,959.13</u>	<u>1,131,451.44</u>	<u>2,185,273.56</u>	<u>0.6589</u>



**General Ledger  
Revenue vs Budget**

User: limi@marchjpa.com  
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 Period 11 - 11  
 Fiscal Year 2023



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-1,259,000.00	-418,567.23	-721,899.06	-537,100.94		57.34
500-00-40300-00	PERMIT FEES	-3,000.00	0.00	-3,500.00	500.00		116.67
500-00-40500-00	GRANTS/FEDERAL	-1,208,685.00	-611,134.63	-772,778.19	-435,906.81		63.94
500-00-44050-02	Fuel Flowage Fees	-554,260.00	-32,804.40	-323,176.49	-231,083.51		58.31
500-00-44050-04	Aircraft landing Fees	-467,000.00	-47,790.99	-266,046.42	-200,953.58		56.97
500-00-44050-14	Ramp Use Fees	-2,500.00	-88.96	-2,768.28	268.28		110.73
500-00-44050-16	Security Fees	-12,000.00	0.00	-500.00	-11,500.00		4.17
500-00-44050-18	Vendor Surcharges	-185,000.00	-13,187.34	-313,185.58	128,185.58		169.29
500-00-44050-20	Aircraft Tie Down	-5,000.00	0.00	0.00	-5,000.00		0.00
500-00-44050-22	Airplane Parking Fees	-3,000.00	-270.00	-8,814.50	5,814.50		293.82
Revenue Total		<b>3,699,445.00</b>	<b>1,123,843.55</b>	<b>2,412,668.52</b>	<b>1,286,776.48</b>		<b>0.6522</b>
Grand Total		<b>3,699,445.00</b>	<b>1,123,843.55</b>	<b>2,412,668.52</b>	<b>1,286,776.48</b>		<b>0.6522</b>

## *March Inland Port*

### **Balance Sheet General Fund – Fund 500 As of June 30, 2023**

---

#### **ASSETS**

Cash In Bank	\$ 9,084,564.63
Accounts Receivable	55,546.54
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,193,500.48)
Equipment	1,434.97
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	122,511.31
Deferred Outflows - OPEB	59,076.00
	<hr/>
Total Assets	\$ 67,177,043.75

#### **LIABILITIES**

Debt to the JPA	2,687,896.35
Accounts Payable	105,393.49
Interest Payable	1,567,866.67
Unearned revenue	175,000.00
Net Pension Liability	234,389.76
OPEB Liability	4,012.00
Compensated Absences	131,778.20
Deferred Inflows - Pension	221,807.47
Deferred Inflows - OPEB	42,565.00
	<hr/>
Total Liabilities	5,170,708.94

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	61,426,185.87
Change in Net Position for the year ending June 30, 2023	580,148.94
	<hr/>
Ending Net Position, June 30, 2023	62,006,334.81
	<hr/>
Total Liabilities and Net Position	\$ 67,177,043.75

# General Ledger Expenses vs Budget



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
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Period 12 - 12  
Fiscal Year 2023

Account Number	Description	Budget	Per	Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,250.00					
500-10-50100-05	Salaries and Wages	69,786.00			502,667.38	5,582.62	1.10
500-10-50100-10	Benefits	52,248.00			65,966.22	3,819.78	5.47
500-10-50100-15	PERS Contributions	8,015.00			50,571.24	1,676.76	3.21
500-10-50100-20	Medicare Tax	7,670.00			7,546.23	468.77	5.85
500-10-50100-30	Workers Compensation Ins.	47,483.00			6,680.87	989.13	12.90
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,500.00			45,903.52	1,579.48	3.33
500-10-50150-02	Mileage Reimbursement	3,600.00			0.00	1,500.00	100.00
500-10-50150-06	PeriodicalsMemberships	4,000.00			2,504.00	1,096.00	30.44
500-10-50150-08	EducationTraining	5,000.00			0.00	4,000.00	100.00
500-10-50150-12	Travel	1,500.00			0.00	5,000.00	100.00
500-10-50150-16	Office Supplies	16,000.00			890.17	609.83	40.66
500-10-50150-18	Telephone & Internet Expense	2,500.00			19,374.37	-3,374.37	-21.09
500-10-50150-20	Mobile PhonesPagers	50.00			635.31	1,864.69	74.59
500-10-50150-24	Postage	18,473.00			0.00	50.00	100.00
500-10-50150-26	Liability Insurance	250.00			27,549.69	-9,076.69	-49.13
500-10-50150-30	Printing - Outside	1,600.00			36.41	213.59	85.44
500-10-50150-32	Office Equipment Leases	8,000.00			2,285.43	-685.43	-42.84
500-10-50150-34	Office Equipment Maintenance	3,500.00			8,978.45	-978.45	-12.23
500-10-50150-36	Advertisement	1,000.00			1,104.95	2,395.05	68.43
500-10-50150-38	Production/Artwork	15,000.00			324.51	675.49	67.55
500-10-50150-40	Promotional Activities	4,400.00			2,248.97	12,751.03	85.01
500-10-50150-47	Office Rent	8,000.00			3,213.86	1,186.14	26.96
500-10-50150-48	Office Utilities	778,698.00			10,366.16	-2,366.16	-29.58
500-10-50150-50	Depreciation Expense	104,500.00			778,698.00	0.00	0.00
500-10-50175-00	Interest Expense	20,000.00			0.00	104,500.00	100.00
500-10-50200-02	General Legal Services	15,000.00			30,926.16	-42,894.16	-214.47
500-10-50200-04	Special Legal Services	0.00			54,717.16	-39,717.16	-264.78
500-10-50200-06	Legal Litigation	15,000.00			14,135.27	-14,135.27	0.00
500-10-50200-12	Environmental Review	15,000.00			5,611.51	9,388.49	62.59
500-10-50200-14	Annual Audit	10,000.00			11,010.00	-1,010.00	-10.10
500-10-50200-15	Financial Consulting	1,000.00			0.00	1,000.00	100.00
500-10-50200-26	Aviation Planning	35,000.00			3,596.40	31,403.60	89.72
500-10-50300-05	ARPA FAA Grant AIP 17	587,750.00			0.00	587,750.00	100.00
500-10-50300-06	Computer Hardware & Software	7,000.00			844.67	6,155.33	87.93
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	621,115.00			201,413.35	419,701.65	67.57
500-20-51150-00	Property Insurance - PERMA	26,837.00			0.00	-24.24	0.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-20-51155-00	Airside Liability Insurance	45,000.00	0.00	21,900.00	23,100.00	51.33
500-20-51200-00	Building Maintenance	20,000.00	736.02	22,612.01	-2,612.01	-13.06
500-20-51250-00	Grounds Maintenance	11,000.00	0.00	4,231.01	6,768.99	61.54
500-20-51300-00	Equipment Maintenance	1,500.00	616.00	616.00	884.00	58.93
500-20-51350-00	Utilities	14,000.00	6,624.62	18,101.41	-4,101.41	-29.30
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	971.60	9,028.40	90.28
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	6,709.62	3,290.38	32.90
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	3,500.00	576.51	2,572.74	927.26	26.49
500-20-55000-00	Environmental Fees	20,000.00	7,376.69	21,134.12	-1,134.12	-5.67
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	104.51	14,895.49	99.30
500-20-55010-00	Airfield OPS Maintenance	12,000.00	808.10	11,421.10	578.90	4.82
500-20-55015-00	Air Force Payments (JUA)	135,000.00	24,258.66	101,523.50	33,476.50	24.80
Expense Total		<b>3,316,725.00</b>	<b>999,051.68</b>	<b>2,130,503.12</b>	<b>1,186,221.88</b>	<b>35.7649</b>
Grand Total		<b>3,316,725.00</b>	<b>999,051.68</b>	<b>2,130,503.12</b>	<b>1,186,221.88</b>	<b>0.3576</b>

General Ledger  
Revenue vs Budget

User: lim@marchjpa.com  
Printed: 8/15/2023 10:03:30 AM  
Period 12 - 12  
Fiscal Year 2023



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
500	March Inland Port Fund					
500-00-40100-00	LEASE REVENUE	-1,259,000.00	-205,650.56	-927,549.62	-331,450.38	73.67
500-00-40300-00	PERMIT FEES	-3,000.00	0.00	-3,500.00	500.00	116.67
500-00-40500-00	GRANTS/FEDERAL	-1,208,685.00	0.00	-772,778.19	-435,906.81	63.94
500-00-44050-02	Fuel Flowage Fees	-554,260.00	-32,098.45	-394,121.25	-160,138.75	71.11
500-00-44050-04	Aircraft landing Fees	-467,000.00	-13,197.23	-279,740.64	-187,259.36	59.90
500-00-44050-14	Ramp Use Fees	-2,500.00	-65.60	-2,833.88	333.88	113.36
500-00-44050-16	Security Fees	-12,000.00	0.00	-500.00	-11,500.00	4.17
500-00-44050-18	Vendor Surcharges	-185,000.00	-6,677.48	-320,016.98	135,016.98	172.98
500-00-44050-20	Aircraft Tie Down	-5,000.00	0.00	0.00	-5,000.00	0.00
500-00-44050-22	Airplane Parking Fees	-3,000.00	-352.00	-9,611.50	6,611.50	320.38
	Revenue Total	<b>3,699,445.00</b>	<b>258,041.32</b>	<b>2,710,652.06</b>	<b>988,792.94</b>	<b>0.7327</b>
	Grand Total	<b>3,699,445.00</b>	<b>258,041.32</b>	<b>2,710,652.06</b>	<b>988,792.94</b>	<b>0.7327</b>

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

***MIPAA Operations - Consent Calendar  
Agenda Item No. 10 (2)***

**Meeting Date:** August 23, 2023

**Action:** **APPROVE MAY AND JUNE 2023 FINANCIAL  
DISBURSEMENTS**

**Motion:** Move to approve the check disbursements for the months of May and June 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the months of May and June for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed in May and June 2023 for the March Inland Port Airport Authority.

# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
 Printed: 7/17/2023 2:01 PM



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

### March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5004957	BESTBE	Best Best & Krieger, LLP	05/08/2023	\$ 70,520.86
5004958	COSCO	Cosco Fire Protection	05/08/2023	628.00
5004959	Million	Million Air, Riverside	05/08/2023	89.56
5004960	Minutema	Minuteman Press	05/08/2023	324.51
5004961	aaae	American Association of Airport Executives	05/08/2023	1,710.00
5004962	see4	Southern California Edison	05/08/2023	405.30
5004963	permains	Public Entity Risk Management Authority(PERMA)	05/08/2023	9,038.23
5004964	wmwd	Western Municipal Water District	05/08/2023	412.78
5004965	BRIGHT	BrightView Landscape Services, Inc.	05/08/2023	7,874.31
5004966	wastem	WM Corporate Services, Inc.	05/08/2023	225.56
5004967	ustreas	Treasurer Of The United States of America	05/08/2023	24,656.62
5004968	WMWD2	Western Municipal Water District	05/08/2023	185.23
5004969	pinn	ARCADIS US, Inc.	05/10/2023	300.40
5004970	frontier	Frontier Communications	05/10/2023	645.89
5004971	StaplesA	Staples Business Credit	05/10/2023	81.57
5004972	dutale	dba: MCS Dutale, Inc.	05/10/2023	200.00
5004973	civilair	Civil Air Patrol Magazine Bear Facts	05/10/2023	705.00
5004974	BankofAm	Bank Of America	05/17/2023	2,214.77
5004975	BESTBE	Best Best & Krieger, LLP	05/17/2023	1,044.00
5004976	FRONTIER	Frontier Communications	05/17/2023	6.20
5004977	BASharaf	BA Sharaf, LLC	05/17/2023	450.00
5004978	BankofAm	Bank Of America	05/18/2023	181.41
5004979	C&S	C & S Engineers, Inc.	05/23/2023	103,641.18

Report Total (23 checks): 225,541.38

# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
 Printed: 7/17/2023 5:16 PM



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

### March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5004980	automate	Automated Gate Services, Inc.	06/01/2023	336.00
5004981	BESTBE	Best Best & Krieger, LLP	06/01/2023	15,881.87
5004982	frontier	Frontier Communications	06/01/2023	670.89
5004983	Million	Million Air, Riverside	06/01/2023	260.27
5004984	trilak	TRI Lake	06/01/2023	100.00
5004985	Aqua	Aqua Backflow & Chlorination, Inc..	06/01/2023	474.27
5004986	WMWD2	Western Municipal Water District	06/01/2023	1,321.29
5004987	million	Million Air, Riverside	06/08/2023	2,552.88
5004988	see4	Southern California Edison	06/08/2023	809.80
5004989	FirePoin	Fire Point Extinguisher Co.	06/08/2023	280.00
5004990	wmwd	Western Municipal Water District	06/08/2023	412.78
5004991	wastem	WM Corporate Services, Inc.	06/08/2023	225.56
5004992	pinn	ARCADIS US, Inc.	06/15/2023	1,050.40
5004993	FRONTIER	Frontier Communications	06/15/2023	660.00
5004994	Million	Million Air, Riverside	06/15/2023	117.28
5004995	StaplesA	Staples Business Credit	06/15/2023	42.66
5004996	RIVCO	RivCo Mechanical Services, Inc.	06/15/2023	736.02
5004997	BankofAm	Bank Of America	06/21/2023	587.10
5004998	BESTBE	Best Best & Krieger, LLP	06/21/2023	418.50
5004999	FRONTIER	Frontier Communications	06/21/2023	5.60
5005000	aqmd	South Coast AQMD.	06/21/2023	3,777.29

Report Total (21 checks): \$ 30,720.46



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

***MIPAA - Reports, Discussions and Action Items***  
***Agenda Item No. 11 (1)***

**Meeting Date:** August 23, 2023

**Report:** **APPROVE AN AIRPORT EXCLUSIVE NEGOTIATION AGREEMENT WITH RIVERSIDE COUNTY SHERIFF DEPARTMENT ON A PORTION OF PARCEL D-1, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE AGREEMENT**

**Motion:** Approve an Airport Exclusive Negotiating Agreement with Riverside County Sheriff Department on a portion of Parcel D-1 and authorize the Executive Director to finalize and execute the agreement.

**Background:**

On March 22, 2023, Sheriff Chad Bianco and his administrative team made a presentation to the Commission introducing the Riverside County Sheriff's Department aviation operations and expressed interest in relocating their aviation unit to March. As a follow up to their presentation in March, they have asked that the Commission consider an Exclusive Negotiation Agreement (ENA) that would allow the Sheriff's Department to complete their due diligence on a portion of the airport's Parcel D-1 generally depicted within the attached ENA, Exhibit A.

The ENA would allow for an evaluation period of 12 months, with an option to extend the evaluation period to an additional 60 days if needed. By executing the agreement, the County and MJPA would proceed diligently and in good faith to:

- (a) Discuss and consider the terms for joint or separate acquisition of the Airport Property for the Project.
- (b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require.
- (c) Prepare a proposed time schedule for commencement and completion of the Project.

The execution of this agreement does not constitute an approval of a project. As there are no active proposals considered within the property of interest, staff recommends approval of the Draft ENA with the Riverside County Sheriff Department and authorize the Executive Director to finalize and execute the agreement.

**Attachment:** Draft Airport Exclusive Negotiating Agreement (ENA)

**EXCLUSIVE NEGOTIATION AGREEMENT  
(Airport Property)**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (Airport Property), is dated as of \_\_\_\_\_, 2023, (“**Agreement**”), and is entered into by and between the March Joint Powers Authority, a California joint powers authority (“**MJPA**”), and the County of Riverside, a political subdivision of the State of California (“**County**”) to provide a specified period of time to attempt to negotiate a Lease Agreement (as defined in Recital C, below). MJPA and County are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties.**”

**RECITALS**

A. MJPA owns certain real property located in the County of Riverside, California, as more specifically described in Exhibit A attached to this Agreement (“**Airport Property**”); and

B. The MJPA desires to work with the County to evaluate and explore the terms under which County could enter into a lease agreement for the Airport Property (the “**Project**”).

C. The intent of both MJPA and County in entering into this Agreement is to establish a specific, limited period of time for County to exclusively negotiate with MJPA regarding a lease agreement for operation of the Airport Property, subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in the future, in the respective sole and absolute discretion of County and MJPA (this future agreement is referred to in this Agreement as a “**Lease Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS**

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Term and Negotiation Period.**

(a) Effective Date. The rights and duties of MJPA and County established by this Agreement shall commence on \_\_\_\_\_ day of \_\_\_\_\_, 2023 and shall continue in effect until \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“**Negotiation Period**”), subject to the provisions of Section 2(b).

(b) Extension of Negotiation Period. The Negotiation Period may be extended once for an additional period of sixty (60) days upon the mutual written agreement of MJPA’s Executive Director or his or her designee and County, provided that County submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA’s Executive Director may also modify the deadlines for any remaining actions to be taken by either MJPA or County, within such extended Negotiation Period.

(c) Expiration or Termination. Notwithstanding any other term, condition, covenant, restriction or agreement contained in this Agreement, this Agreement shall automatically expire and be of no further force or effect on the earlier to occur of any of the following: (i) the expiration or earlier termination of the Negotiation Period; (ii) entry into a separate Lease Agreement by both MJPA and County, in their respective sole and absolute discretion; (iii) the determination of MJPA's or County's legal counsel, in their sole and exclusive discretion, that any litigation or statute prohibits MJPA from conveying the desired financing; or (iv) the determination by the State of California that this Agreement is not an enforceable or recognized obligation of the MJPA.

3. **Obligations of County.** During the Negotiation Period, County and the MJPA shall proceed diligently and in good faith to:

(a) Discuss and consider the terms for joint or separate acquisition of the Airport Property for the Project.

(b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require.

(c) Prepare a proposed time schedule for commencement and completion of the Project.

4. **Appraisal, Improvement Study and Entry.**

(a) Appraisal and Improvement Study. During the Negotiation Period, County may, at its sole direction, cost and expense: (1) conduct an appraisal of the Airport Property to determine its fair market and (2) conduct a study to determine what improvements are necessary to allow the Airport Property to fit County's needs (the "Improvement Study").

(b) Entry onto Airport Property. With the prior written permission of the MJPA, which may not be unreasonably withheld, County may enter onto the Airport Property for the purposes of conducting an appraisal as well as the Improvement Study. County's use of the Airport Property permitted hereunder shall not interfere with the reasonable use and enjoyment thereof by MJPA and provided further that all persons who enter upon the Airport pursuant to this Section do so at their own risk and shall comply with any and all instructions and directions of MJPA. In addition, County will be solely responsible for compliance with all applicable environmental laws or other legal requirements in conjunction with its exercise of the privileges granted under this Section.

(c) Liability of Entry onto Airport Property. County agrees to assume all risks of loss or damage to property and injury or death to persons by reason of the exercise of the access rights granted herein and expressly waives all claims against the MJPA for any such loss, damage, personal injury or death occurring as a consequence of the conduct of the activities under this Section. County further agrees to indemnify, save, hold harmless, and defend the MJPA against all suits, claims or actions of any sort resulting from, related to or arising out of any activities conducted under this Section.

(d) Tools and Equipment. All tools, equipment, and other property taken upon or placed upon the Airport Property by the County shall remain the property of County and will be removed by the County upon completion of the appraisal and/or Improvement Study. County shall be solely responsible for securing its tools, equipment, and other property on the Airport Property.

5. **Negotiation of Lease Agreement.** During the Negotiation Period, County shall proceed diligently and in good faith to develop and submit to MJPA all of the documents and information relating to Section 3, above, and both MJPA and County shall proceed diligently and in good faith to negotiate and document the potential terms, conditions, covenants, restrictions and agreements of a Lease Agreement between them. MJPA and County shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both MJPA and County shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of a Lease Agreement as may be mutually acceptable to both MJPA and County, in their respective sole and absolute discretion. The exact terms and conditions of a Lease Agreement, if any, shall be determined during the course of these negotiations. Nothing in this Agreement is intended nor shall be interpreted or construed to be a representation or agreement by either MJPA or County that a mutually acceptable Lease Agreement will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive Lease Agreement in the future. Nothing in this Agreement is intended or shall be interpreted or construed to be an agreement by the MJPA to contribute MJPA funds to the Project.

6. **No Guarantee of Future Agreement.** Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed Lease Agreement that may be negotiated by MJPA staff and County will be subsequently approved by the MJPA Joint Powers Commission. County acknowledges and agrees that the MJPA Joint Powers Commission's consideration of any future Lease Agreement is subject to the independent and reserved sole and absolute discretion of the MJPA Joint Powers Commission and any and all legally required public hearings, public meetings, notices, factual findings and other determination or activities required by law.

7. **No MJPA Commitment to Transfer Property.** Nothing in this Agreement is intended to be an express or implied commitment by MJPA to provide financing and/or MJPA funds, exercise any power of eminent domain or other power, acquire, adopt a resolution of necessity to acquire, provide MJPA staff time or other resources or take any other action regarding the transfer of any property or financial resources for the Project or otherwise.

8. **Restrictions Against Change in Ownership, Management and Control of County and Assignment of Agreement.**

(a) MJPA Reliance on County Qualifications. The qualifications and identity of County and County's principals are of particular concern to MJPA. County's qualifications and identity are the reason that MJPA has entered into this Agreement with County. During the Negotiation Period, no voluntary or involuntary successor-in-interest of County shall acquire any rights or powers under this Agreement.

9. **MJPA Not To Negotiate With Others.** During the Negotiation Period, the MJPA Joint Powers Commission and MJPA staff shall not negotiate with any other person regarding the use of the MJPA funds, except to the extent outlined in this Agreement. The term “negotiate,” as used in this Agreement, means and refers to engaging in any discussions with a person other than County, regardless of how initiated, with respect to that person’s development or acquisition of the Airport Property to the total or partial exclusion of County from developing the Airport Property, without County’s written consent, subject to the other provisions of this Section 9. Notwithstanding the preceding provisions of this Section 9, MJPA shall have the right to receive and retain unsolicited offers regarding development of the Property from persons other than County, but shall not negotiate with the proponent of any such offer during the Negotiation Period. Nothing in this Agreement shall prevent or prohibit MJPA from discussing or disclosing the fact that MJPA is a Party to this Agreement. Notwithstanding any other provision of this Section 9 or this Agreement, implementation of MJPA’s development plans and/or use of available funding shall be and remain in the sole and exclusive purview and discretion of MJPA. Nothing in this Agreement shall limit, prevent, restrict or inhibit MJPA from providing any information in MJPA’s possession or control that would customarily be furnished to persons requesting information from MJPA concerning MJPA’s activities, goals or matters of a similar nature as required by law to be disclosed, upon request or otherwise.

10. **Acknowledgments and Reservations.**

(a) No Project Commitment. MJPA and County agree that, if this Agreement expires or is terminated for any reason, or a Lease Agreement is not approved and signed by both MJPA and County, for any reason, neither MJPA nor County shall be under any obligation, nor have any liability to each other or any other person regarding the Airport Property, the development of the Project, the MJPA funds or the financing considered to assist with the development of the Project.

(b) No MJPA Offer or Acceptance. County acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by MJPA, nor an acceptance by MJPA of any offer or proposal from County, for MJPA to convey or receive any estate or interest in the Airport Property for MJPA to provide any financial or MJPA funds or other assistance to County, for acquisition, development, or operation of the Project.

(c) No Conveyance. County acknowledges and agrees that County has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in any real or personal property from MJPA.

(d) Development Standards. Certain development standards and design controls for the Project may be established between County and MJPA, but MJPA and County understand and agree that the Project and the development of the Property must conform to all MJPA and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the MJPA, through the standard development application and design review processes for similar projects. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by MJPA or by state or federal licensing or regulatory agencies. The Parties enter into this Agreement further acknowledging and intending that a complete and definitive Lease

Agreement may not be entered into between them, if at all, prior to review of the Project in accordance with CEQA.

(e) No MJPA Approval. Nothing in this Agreement, nor any comments provided by MJPA staff, nor any failure of MJPA staff to provide comments to any submittal under or pursuant to this Agreement shall: (i) modify or replace any land use entitlement process of MJPA applicable to the Project; (ii) limit the police power land use jurisdiction of MJPA relative to the Project; (iii) constitute an approval of all or any portion of the Project by the MJPA pursuant to the police power land use jurisdiction of MJPA; or (iv) constitute any approval of all or any portion of a Lease Agreement with County by MJPA.

(f) MJPA Due Diligence. MJPA reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of County to purchase, develop or operate the Property or the Project. County acknowledges that County may be requested to make certain financial disclosures to MJPA, MJPA staff, MJPA's legal counsel or other MJPA retained consultants, as part of the financial due diligence investigations of MJPA relating to the potential sale and development of the Airport Property by County and that any such disclosures may become public records. MJPA shall maintain the confidentiality of financial information of County to the extent allowed by law, as determined by the MJPA's legal counsel.

(g) Required MJPA Approval. MJPA shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, financial commitments to County or development of the Project, except pursuant to the terms and conditions of a complete Lease Agreement approved by the MJPA Joint Powers Commission, in its sole and absolute discretion, following all required public hearing(s), determinations, findings or other procedures. County expressly acknowledges and agrees that MJPA will not be bound by any statement, promise or representation made by MJPA staff or representatives during the course of negotiations of a Lease Agreement and that MJPA shall only be legally bound upon the approval of a complete Lease Agreement in the future by the MJPA governing board, in its sole and absolute discretion, in accordance with law.

(h) No Intent to be Bound. Further efforts by either Party to perform due diligence, arrange or obtain financing or carry out other acts in contemplation of the possible acquisition, transfer or development of the Airport Property or the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the Airport Property or the Project.

#### 11. **Default; Breach; Remedy.**

(a) Default. Failure or delay by either Party to perform any material term, provision, obligation or agreement or observe any restriction, condition or covenant set forth in this Agreement shall constitute a "**Default**" under this Agreement. If the Party that is claimed to be in Default by the other Party cures, corrects or remedies the alleged Default within fifteen (15) calendar days after receipt of written notice specifying such Default, such Party shall not be in Default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If notice of an alleged Default is given with fifteen (15) or fewer calendar days remaining in the Negotiation Period, this

Agreement shall automatically terminate on the date of such notice, without further notice to or action by either Party, and the Party alleged to have been in Default shall be deemed to have cured such Default on the termination of this Agreement. The Party claiming that a Default has occurred shall give written notice of Default to the Party claimed to be in Default, specifying the alleged Default. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default. However, the injured Party shall have no right to exercise any remedy for a Default under this Agreement, without first delivering written notice of the Default.

(b) Breach; Termination. If a Default of either Party remains uncured for more than fifteen (15) calendar days following such Party's receipt of written notice of such Default, a "**Breach**" of this Agreement by the Defaulting Party shall have occurred, except as otherwise provided in Section 11(a) during the last fifteen (15) calendar days of the Negotiation Period. In the event of a Breach of this Agreement, the sole and exclusive remedy of the Party who is not in Breach shall be to terminate this Agreement by serving written notice of termination on the Party in Breach except that the MJPA shall retain all rights pursuant to Section 10 of this Agreement.

(c) No Waiver. Any failure or delay by a Party in asserting any of such Party's rights or remedies as to any Default or Breach shall not operate as a waiver of any Default or Breach or of any rights or remedies associated with a Default or Breach.

12. **Compliance with Law.** County acknowledges that any Lease Agreement, if approved by the MJPA Joint Powers Commission, will require County (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and labor and wage laws.

13. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight (one business day) delivery service (i.e., Federal Express, United Parcel Service, etc.) or by first class United States mail, with postage prepaid, to the address for the Party set forth in this Section 13. Notice shall be deemed received by United States Postal Service delivery as of the third (3rd) business day after deposit with the United States Postal Service, addressed as required by this Section 13. Notice by personal service shall be effective on delivery. Notice by nationally recognized overnight delivery service shall be effective upon the earlier of: (a) delivery; or (b) the date of the second attempt to deliver such notice, as set forth in the written records of the delivery service. Either Party may change its address for receipt of notices by notifying the other Party in writing. Rejection, other refusal to accept or the inability to deliver a notice because of a changed address of which no notice was given or other action by the Party to whom the notice is transmitted, shall be deemed receipt of the notice. An attorney representing a Party may give notice on behalf of such Party.

To County:

\*\*\*INSERT ADDRESS\*\*\*

To MJPA:

March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518  
Attention: Executive Director

14. **Warranty Against Payment of Consideration for Agreement.** County represents and warrants that: (a) County has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of County and third persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by County or any of County's agents, employees or representatives to any elected or appointed official or employee of MJPA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 14 shall entitle MJPA to terminate this Agreement on two (2) days' notice to County. Upon any such termination of this Agreement by MJPA, County shall immediately refund any payments made to or on behalf of County by MJPA pursuant to this Agreement or otherwise related to the Project or the Property, prior to the date of any such termination.

15. **Counterpart Originals.** This Agreement may be signed by MJPA and County in multiple counterpart originals, each of which shall constitute an original and all of which together shall constitute a single agreement.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person other than MJPA or County.

17. **Governing Law.** MJPA and County agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles. Venue shall be in the County of Riverside.

18. **Waivers.** No waiver of any Breach or Default of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding Breach or Default of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against MJPA or County, unless made in writing and signed by the Party against whom such extension, waiver or modification is sought to be enforced.

**[Signatures on the following page]**



**SIGNATURE PAGE  
TO  
EXCLUSIVE NEGOTIATION AGREEMENT  
(Airport Property)**

IN WITNESS WHEREOF, MJPA and County have signed and entered into this Exclusive Negotiation Agreement by and through the signatures of their authorized representative(s) set forth below:

**MJPA:**

**COUNTY:**

**MARCH JOINT POWERS AUTHORITY**

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

By: \_\_\_\_\_  
[\*\*INSERT NAME\*\*]  
[\*\*INSERT POSITION\*\*]

ATTEST:

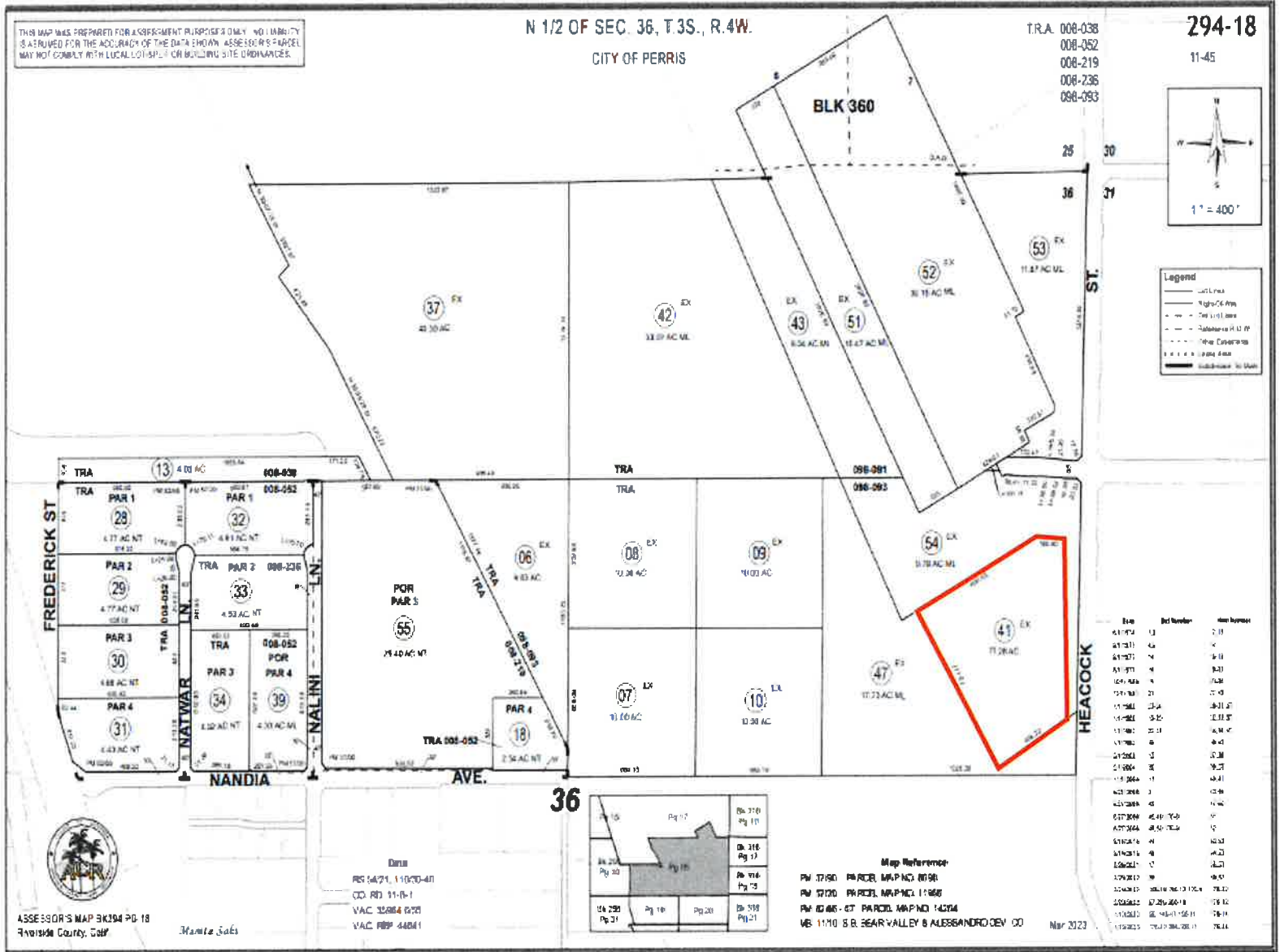
By: \_\_\_\_\_  
Authority Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

# EXHIBIT "A" Property Depiction

APN: 294-180-041 (in Red)



**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar***  
***Agenda Item No. 12 (1)***

**Meeting Date:** August 23, 2023

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

**Motion:** Move to receive and file the Financial Reports.

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the months of May and June and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2022/23 budget.

**Attachment:** Financial Status Reports for May and June 2023.

*March Joint Powers Authority*

**Balance Sheet**  
**March Joint Powers Utility Authority Fund 600**  
**As of May 31, 2023**

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**ASSETS**

Cash In Bank	\$	239,490.00
Accounts Receivable		<u>33,144.21</u>
Total Assets	\$	<u><u>272,634.21</u></u>

**LIABILITIES**

JPA Loan Payable		<u>450,000.00</u>
Total Liabilities		<u>450,000.00</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year		(225,594.68)
Change in Net Position for the 11 Months Ending May 31, 2023		<u>48,228.89</u>
Ending Net Position, May 31, 2023		<u>(177,365.79)</u>
Total Liabilities and Net Position	\$	<u><u>272,634.21</u></u>

**General Ledger  
Expenses vs Budget**

User: lim@marchjpa.com  
 Printed: 8/14/2023 10:20:36 AM  
 Period 11 - 11  
 Fiscal Year 2023



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	5,670.00	-170.00	-3.09
600-10-50200-14	Annual Audit	175,000.00	0.00	271,942.89	-96,942.89	-55.40
600-20-51350-00	Gas Commodity Expense	25,000.00	92.25	476.25	24,523.75	98.10
600-20-51360-00	Gas Operation and Maintenance	205,500.00	92.25	278,089.14	-72,589.14	-35.3232
Expense Total		205,500.00	92.25	278,089.14	-72,589.14	-0.3532
Grand Total						

General Ledger  
Revenue vs Budget

User: lim@marchjpa.com  
Printed: 8/14/2023 10:21:56 AM  
Period 11 - 11  
Fiscal Year 2023



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
600	March J.P. Utility Authority					
600-00-40620-00	GAS UTILITY	-175,000.00	-41,034.89	-275,034.23	100,034.23	157.16
600-00-40625-00	GAS O & M	-38,000.00	-8,210.55	-51,283.80	13,283.80	134.96
Revenue Total		<u>213,000.00</u>	<u>49,245.44</u>	<u>326,318.03</u>	<u>-113,318.03</u>	<u>1,532</u>
Grand Total		<u>213,000.00</u>	<u>49,245.44</u>	<u>326,318.03</u>	<u>-113,318.03</u>	<u>1,532</u>

## *March Joint Powers Authority*

### **Balance Sheet March Joint Powers Utility Authority Fund 600 As of June 30, 2023**

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#### **ASSETS**

Cash In Bank	\$	239,490.00
Accounts Receivable		<u>33,144.21</u>
Total Assets	\$	<u><u>272,634.21</u></u>

#### **LIABILITIES**

JPA Loan Payable		<u>450,000.00</u>
Total Liabilities		<u>450,000.00</u>

#### **FUND BALANCE**

Net Position, Beginning of Fiscal Year		(225,594.68)
Change in Net Position for the 11 Months Ending May 31, 2023		<u>48,228.89</u>
Ending Net Position, May 31, 2023		<u>(177,365.79)</u>
Total Liabilities and Net Position	\$	<u><u>272,634.21</u></u>

**General Ledger  
Expenses vs Budget**

User: lim@marchjpa.com  
 Printed: 8/15/2023 10:04:09 AM  
 Period 12 - 12  
 Fiscal Year 2023



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	1,020.00	6,690.00	-1,190.00	-21.64
600-10-50200-14	Annual Audit	175,000.00	146,739.66	418,682.55	-243,682.55	-139.25
600-20-51350-00	Gas Commodity Expense	25,000.00	3.50	479.75	24,520.25	98.08
600-20-51360-00	Gas Operation and Maintenance	205,500.00	147,763.16	425,852.30	-220,352.30	-107.2274
Expense Total		205,500.00	147,763.16	425,852.30	-220,352.30	-1.0723
Grand Total						



**General Ledger  
Revenue vs Budget**

User: lim@marchjpa.com  
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 Period 12 - 12  
 Fiscal Year 2023



**March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
600	March J.P. Utility Authority	-175,000.00	-21,297.42	-296,331.65	121,331.65	169.33
600-00-40620-00	GAS UTILITY	-38,000.00	-3,640.91	-54,924.71	16,924.71	144.54
600-00-40625-00	GAS O & M	213,000.00	24,938.33	351,256.36	-138,256.36	1,6491
Revenue Total		213,000.00	24,938.33	351,256.36	-138,256.36	1,6491
Grand Total						

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar***  
***Agenda Item No. 12 (2)***

**Meeting Date:** August 23, 2023

**Action:** **APPROVE MAY AND JUNE 2023 FINANCIAL DISBURSEMENTS**

**Motion:** Move to approve check disbursements for the months of May and June 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is also an action approving the expenses (checks) that were incurred in the months of May and June for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed in May and June 2023 for the March Joint Powers Utilities Authority.

# Accounts Payable

Checks by Date - Summary by Check Number

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

## March J.P. Utility Authority - Fund 600

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001028	UNDER2	Underground Service Alert /SC	05/08/2023	\$ 92.25
Report Total (1 check):				\$ 92.25

# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
Printed: 7/17/2023 5:16 PM



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

### March J.P. Utility Authority - Fund 600

Check No Vendor No Vendor Name  
6001029 under2 Underground Service Alert /SC

Check Date	Check Amount
06/06/2023	\$ 3.50
Report Total (1 checks):	\$ 3.50