



# MARCH JOINT POWERS AUTHORITY

## NOTICE OF A SPECIAL TAC MEETING

THE TECHNICAL ADVISORY COMMITTEE  
OF THE  
MARCH JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN  
A SPECIAL MEETING OF THE TECHNICAL ADVISORY COMMITTEE  
OF THE MARCH JOINT POWERS AUTHORITY

**WILL BE HELD ON**

**Monday, January 8, 2024 from 3:30 p.m. to 5:00 p.m.**

MARCH JOINT POWERS AUTHORITY OFFICE  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

I hereby certify that the foregoing notice is a full, true and correct copy of a notice that was sent to the following locations:

1. County of Riverside  
County Administrative Center  
4080 Lemon Street  
Riverside, CA
2. City of Perris  
City Hall  
101 North D Street  
Perris, CA
3. City of Riverside  
City Hall  
3900 Main Street  
Riverside, CA
4. City of Moreno Valley  
City Hall  
14177 Frederick Street  
Moreno Valley, CA
5. March Joint Powers Authority Office  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

I hereby further certify that a copy of the foregoing notice was dispatched by me on January 4, 2024 to each member of the Technical Advisory Committee of the March Joint Powers Authority.

*Cindy Camargo*

Cindy Camargo, Secretary to the TAC

**Special Meeting**  
of the  
**TECHNICAL ADVISORY COMMITTEE (TAC)**  
of the  
**MARCH JOINT POWERS AUTHORITY**

**Monday, January 8, 2024 at 3:30 p.m.**

**MARCH JOINT POWERS AUTHORITY**  
**14205 Meridian Parkway, Suite 140**  
**Riverside, CA 92518**

**AGENDA**

**1. Call to Order**

**2. Roll Call**

**3. Matters Subsequent to Posting Agenda**

*Approval of Agenda Additions or Corrections, as Necessary.*

**4. Approval of the Minutes of the Regular TAC Meeting held on December 4, 2023 – Page 4**

**5. Public Comments**

*Any person may address the Technical Advisory Committee 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.*

**6. Reports, Discussions and Actions**

A) Report/Discussion: Meridian Storm Drain Extension Project Final Update – Page 7

*Lauren Sotelo, Senior Planner*

B) Report/Discussion: Budget Adjustments Update – Page 12

*Dr. Grace Martin, Chief Executive Officer*

C) Report/Discussion: March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, a Fifth Amendment to the March LifeCare Campus Disposition and Development Agreement. – Page 14

*Dr. Grace Martin, Chief Executive Officer*

D) Report: Military Compatibility Use Study (MCUS) Update - Page 31

*Simon Housman, ALUC*

E) Report: Rolling Calendar and Future Agenda Items – Page 32

*Dr. Grace Martin, Chief Executive Officer*

**7. TAC representation and report at the next scheduled JPC Regular Meeting – January 10, 2023**

## **8. Reports and comments from Staff or TAC members regarding activities in their jurisdictions**

## **9. Adjournment**

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the members appointed by the March Joint Powers Commission of the entity listed in this agenda above in court may be limited to raising only those issues raised at the public hearing 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 written documentation relating to each item of business described above are on file in the office of the March Joint Powers Authority (March JPA), 14205 Meridian Parkway, Ste. 140, Riverside, California and are available for public inspection during regular office hours which are 7:30 a. m. to 5:00 p.m., Monday through Thursday, Friday-Closed. Written materials distributed to the March Joint Powers Technical Advisory Committee (TAC) within 72 hours of the TAC meeting are available for public inspection immediately upon distribution in the March JPA office at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2)). Copies of written materials may be purchased for \$0.20 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

Dated: January 4, 2023

Signed: *Cindy Camargo*  
Cindy Camargo, Secretary  
MJPA Technical Advisory Committee

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

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

**Meeting  
of the  
TECHNICAL ADVISORY COMMITTEE (TAC)  
of the  
MARCH JOINT POWERS AUTHORITY**

**Monday, December 4, 2023 at 3:30 p.m.**

**MARCH JOINT POWERS AUTHORITY  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518**

**Regular Meeting Minutes**

Present: Juan Perez, County of Riverside  
Rafael Guzman, City of Riverside  
Michele Patterson, City of Moreno Valley  
Kenneth Phung, City of Perris

Absent: Tisa Rodriguez, Chair

Others in Attendance:

Jeffrey Smith, March JPA	Dr. Grace Martin, March JPA
Jeremy Holm, BB&K	Cindy Camargo, March JPA
Dan Fairbanks, March JPA	Bree Bettencourt, March JPA
Carlos Orellana, March JPA	Thomas, Ketchum, County of Riverside
Doug Anderson, Urban Futures	Kent Trimble, U.S. Vets
Nicole Starks-Murray, U.S. Vets	James McDaniel, MARB
Kenneth Gethers, Jr. C&S Companies (via zoom)	Andrew Silva
Jerry Shearer	

**1. Call to Order**

Acting Chair Perez called the meeting to order at 3:35 p.m.

**2. Roll Call:** Perez, Guzman, Phung, Patterson (arrived at 3:35 p.m.)

**3. Matters Subsequent to Posting Agenda**

*Approval of Agenda Additions or Corrections, as Necessary.*

Dr. Martin stated Simon Housman, ALUC will not be attending the meeting to present Item 6(f).

**4. Approval of the Minutes of the Special TAC Meeting held on September 6, 2023.**

**TAC Meetings for October and November were cancelled.**

Motion to approve: Guzman

Second: Phung

Abstain: None

**5. Public Comments**

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

None.

## **6. Reports, Discussions and Actions**

### **a) Report: GP 23-02 March JPA Environmental Justice Element**

*Dan Fairbanks, Planning Director provided an update on this item.*

Member Guzman asked what the timeline trajectory will be after the upcoming Community Workshop. Mr. Fairbanks answered that he does not have a timeline other than it will come back to the TAC at least once before adding item to the commission agenda.

Member Phung stated that he believes there is a need for a bilingual Spanish translator would be helpful at the Community Workshop.

The following provided public comments for Item 6(a).

1. Jerry Shearer
2. Andrew Silva

### **b) Report: US Vets Initiative Transitional Housing Program Specific Plan (SP 6) Specific Plan (SP 6) Amendment 1, Plot Plan 10-02, Amendment**

*Jeff Smith, Principal Planner provided an update on this item.*

Member Guzman asked what role the Veterans Administration plays in the decision process. Kent Trimble of U.S. Vets responded that the applicant on this project is the U.S. Vets and they are responsible for everything from the development, financing, construction and operations. Member Guzman stated he was curious about the operational side and thanked Mr. Trimble for the update.

### **c) March Inland Port Airport Capital Improvement Plan**

*Dr. Grace Martin, Chief Executive Officer introduced Kenneth Gethers, Jr. with C&S Companies who provided an update on this item.*

No questions or comments.

### **d) A Resolution of the Successor Agency, approving and adopting a Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2024 through June 30, 2025, Pursuant to Health and Safety Code Section 34177(o)**

*Dr. Grace Martin, Chief Executive Officer introduced Doug Anderson with Urban Futures who provided an update on this item.*

No questions or comments.

### **e) March JPA Year-End Review**

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

TAC members thanked JPA staff for their hard work on projects. Acting Chair Perez asked about the relocation of the water tank. Dr. Martin answered that hazardous materials clearances were completed in September prior to demo work and believed that demo was completed in October but will verify that it has been removed. Acting Chair Perez asked Dr. Martin about energy projects and what the JPA is doing to set up infrastructure. Dr. Martin stated that there's energy infrastructure work needed around the base. There is a big push on the D.O.D. side to make military installations more energy efficient. She added that there is a need for improved infrastructure on base and part of that ties into the JPA's side on the northeast corner because of existing military infrastructure that the JPA inherited. JPA is going after a \$400k grant with OLDCC to study energy infrastructure needs around the base and define projects that are mutually beneficial to the base and community. Mr. McDaniel from MARB added that a natural gas project aligns with energy resiliency required by D.O.D. He added that updates to 100-year old infrastructure are very much needed and partnership with JPA is key.

**f) Report: Military Compatibility Use Study (MCUS) Update**

*Simon Housman, ALUC*

Mr. Housman was not able to attend and will provide an update at the next TAC meeting.

**g) Report: Rolling Calendar and Future Agenda Items**

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

Member Guzman about the airport capital improvement plan where it falls in the rolling calendar. Dr. Martin stated MIPAA's capital projects and matching requirements will be reflected in the budget. Member Phung inquired about truck enforcement by the Sheriff department. Mr. Fairbanks responded that there is another round of enforcement in January or February, holidays are not included.

**7. TAC representation and report at the next scheduled JPC Regular Meeting – December 13, 2023**

Member Patterson, City of Moreno Valley stated she would be available to attend the December 13<sup>th</sup> JPC meeting to provide an update to the Commission.

**8. Reports and comments from Staff or TAC members regarding activities in their jurisdictions**

Kenneth Phung, City of Perris announced that their new In-N-Out Burger has continued to be extremely busy and has created a lot of business for the city.

**9. Adjournment.**

This meeting was adjourned at 4:37 p.m.

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

**MARCH JOINT POWERS AUTHORITY  
TECHNICAL ADVISORY COMMITTEE  
OF THE  
MARCH JOINT POWERS AUTHORITY**

***Reports, Discussion and Action  
Agenda Item No. 6.A***

**Meeting Date:** January 8, 2024

**Report/Discussion:** Meridian Storm Drain Extension Project Final Update

**Applicant:** Meridian Park, LLC

**Previous TAC Review:**

On May 01, 2023, staff provided an introduction to the Project and timing of the anticipated circulation date for the Mitigated Negative Declaration.

On October 02, 2023, staff provided an update on the Project and discussed the status of the Final Mitigated Negative Declaration.

**Background:**

The Meridian Business Park conveys onsite stormwater flows to the northwest corner of Van Buren Boulevard and the I-215 freeway. Additionally, the Riverside National Cemetery conveys flows to four existing culverts south of Van Buren Boulevard and north of the Western Water Wastewater Treatment Plant (WWTP). Currently, these stormwater flows travel east through culverts under the I-215 freeway and outlet onto March Air Reserve Base.

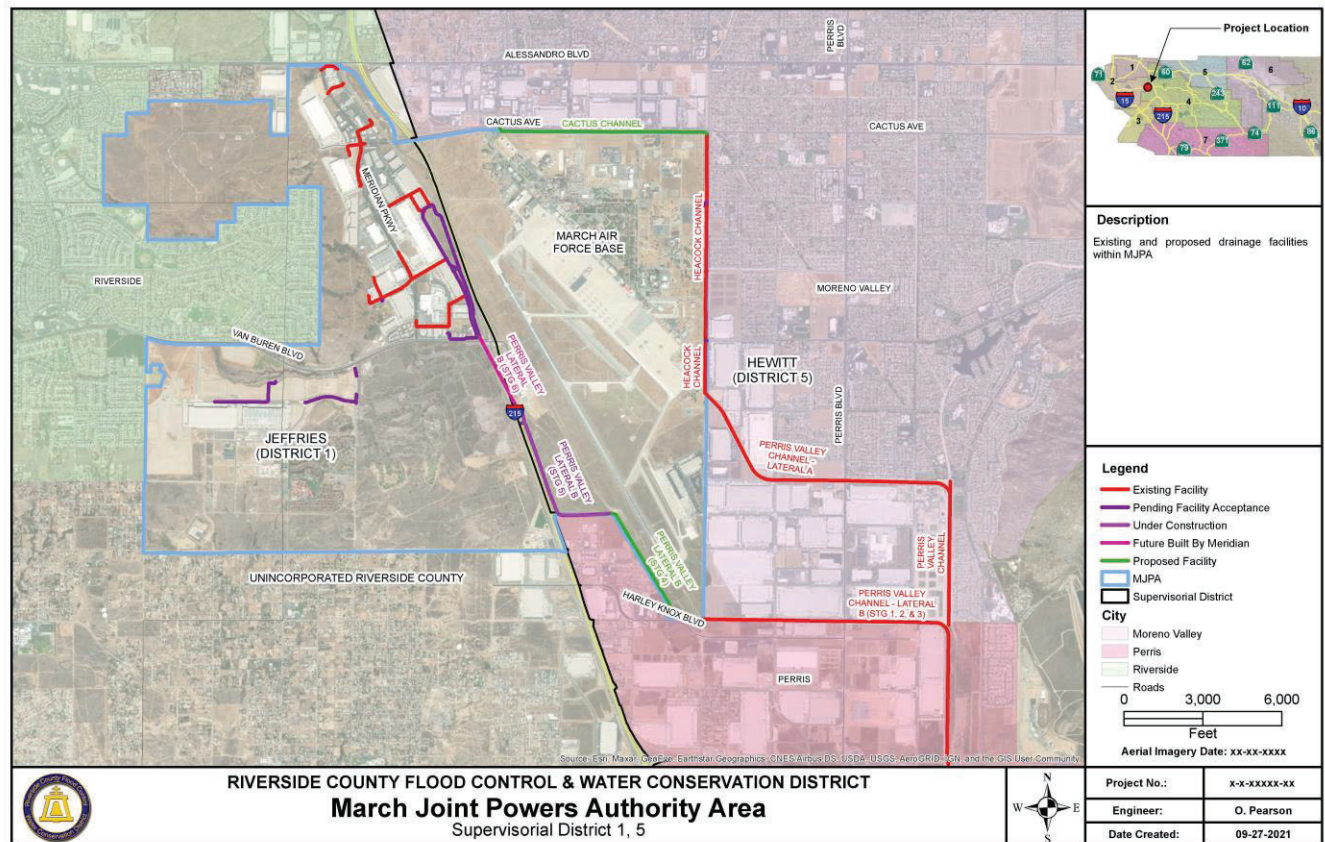
The Perris Valley Channel Lateral B Project is a six-stage project and design which will ultimately reroute and convey these stormwater flows outside March Air Reserve Base to the Perris Valley Storm Drain Lateral B. Provided below is an exhibit showing the different stages.

- Stage 1, 2 and 3: Existing facility.
- Stage 4: Environmental review in progress by Flood Control (Lead Agency), plan check in progress and at 90% drawings (Project # 4-0-0009). Construction to hopefully begin in Spring/Summer 2024.
- Stage 5: Completed. Flood Control maintaining as of July 2023.
- Stage 6 (Topic of Today's Discussion): Environmental review is in progress, at-risk plan check of 90% drawings (MS 209) in review by Flood Control, Meridian Park submitted an application to Flood Control to begin drafting the Cooperative Agreement, and the Third Amendment to the Memorandum of Understanding between March JPA and



Meridian Park, LLC. addressing the Stage 6 and Stage 7 Drainage Facilities was executed on September 28, 2022.

**Figure 1: Perris Valley Channel Lateral B Stages**



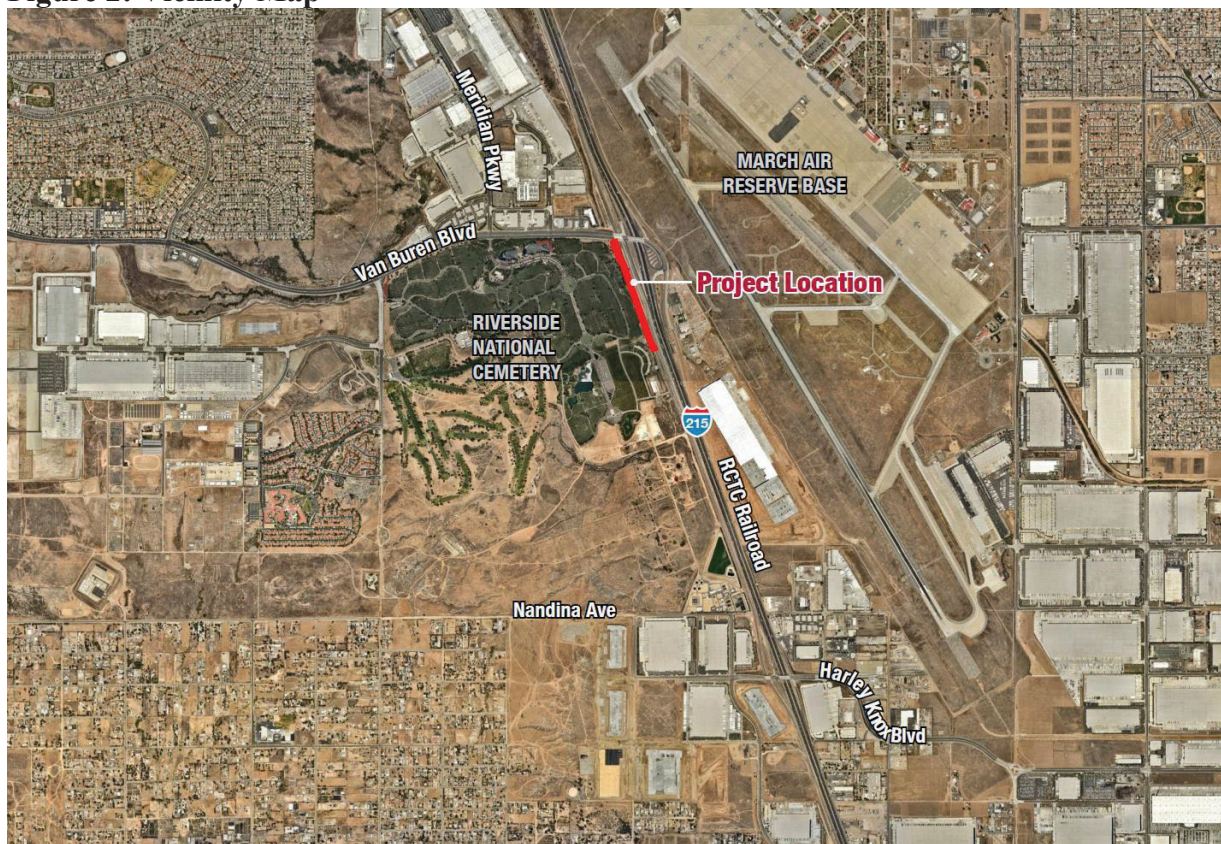
On January 05, 2017, the U.S. Department of Veterans Affairs granted a 40-foot-wide easement to the March JPA for right-of-way of sanitary and storm sewer line work along Avenue A where Stage 6 is planned. The sewer line work was completed in 2020 and is now maintained by Western Municipal Water District. Today, environmental work is in progress for Stage 6 of the storm sewer line.

### **Surrounding Area/Land Use:**

The proposed Project alignment is located within un-incorporated Riverside County on the west side of the Interstate 215 and south of Van Buren Boulevard along Avenue A. The alignment traverses the eastern edge of the Riverside National Cemetery located at 22495 Van Buren Blvd, Riverside, California, 92518.



**Figure 2: Vicinity Map**



## **Project Overview:**

### **Storm Drain Extension**

The project consists of a master planned storm drain improvement project along the west side of I-215 freeway, south of Van Buren Boulevard, and adjacent to the Riverside National Cemetery to the west and south, and the Riverside County Transportation Commission (RCTC) railroad right-of-way to the east. The existing project site consists of a drainage ditch with disturbed vegetation and developed land cover. The ditch conveys flows south to an existing culvert at the RCTC Railroad right-of-way. Flows are then conveyed east underneath the railroad and into an earthen median where an existing Caltrans culvert picks up the flow and conveys it directly into Perris Valley Channel Line B. Once constructed, the proposed project would provide a direct connection of Perris Valley Channel Line B from the Van Buren culvert to the RCTC culvert at the termination of the project site.

The project would construct an underground 6-foot by 4-foot reinforced concrete box (RCB) from an existing 6-foot by 3-foot RCB at Van Buren Boulevard, extending approximately 2,350 linear feet south and connecting to existing dual 48-inch reinforced concrete pipes at the RCTC railroad right-of-way. The project would also include the removal and replacement of portions of Avenue A, and the removal and replacement of an existing retaining wall.

The limits of construction along the proposed storm drain alignment would be within an approximately 36-foot-wide area along the 2,350-foot alignment. In addition to these improvements, trenching, staging of material, replacement of a retaining wall, and replacement of portions of Avenue A along the alignment would occur. The 36-foot area is within an existing 40-foot sanitary sewer and storm sewer easement.



### Staging Area

An approximately 0.11-acre construction staging area would be located on the south side of Van Buren Boulevard between the sewer line and storm drain alignments. This area is where construction equipment and materials would be temporarily stored during the construction process, which is estimated to take six months. Once construction activities are complete, this area would be restored to existing conditions and would remain undeveloped. With the staging area, the total project footprint is approximately 2.02 acres.

### Operations

Operational activities associated with the proposed project would occur within the existing 40-foot sanitary sewer and storm drain easement from the VA and would include maintenance and inspections as determined by the Riverside County Flood Control and Water Conservation District (RCFD). A draft Cooperative Agreement is currently being prepared by RCFD. As described above, the storm drain is a planned infrastructure improvement intended to remedy an existing deficiency within the March Business Center Specific Plan area. The capacity of the storm drain has been sized to serve the existing and planned development within this Specific Plan area. 90% drawings are currently in review by Flood Control (MS 209).

**Figure 3: Site Plan**



### **California Environmental Quality Act (CEQA) Analysis:**

A Mitigated Negative Declaration (MND) has been prepared for the Project as there are potential significant impacts to Biological Resources, Cultural Resources, and Tribal Cultural Resources, however with the implementation of the proposed mitigation, it will reduce those impacts to less than significant levels. On June 28, 2023, a Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the Riverside County Clerk's Office and a Notice of Completion with the State of California. These notices inform the public of the Project, its environmental analysis, and a 30-day public review and comment period under

State CEQA Guidelines Section 21091(b). Additionally, 113 notices were mailed to notify all property owners within 300-feet, Federal Agencies, State Agencies, Local Agencies, TAC members, Native American Tribes, and those individuals who have requested copies of CEQA notices of the Project and its public review and comment period. Staff received three (3) comment letters during the public review period. The final document and response to comments will be available for public review on March JPA's website and at the office of March JPA prior to the future public hearing for the Project.

### **AB 52 Consultation:**

Consultation with Native American tribes under AB 52 is triggered if a project results in an MND. Notices requesting consultation were sent certified mail on August 25, 2022. Both the Agua Caliente Band of Cahuilla Indians and the Soboba Band of Luiseno Indians requested consultation for the Project. Consultation began in October 2022 and closed with the Agua Caliente Tribe on March 28, 2023, and June 13, 2023, with the Soboba Tribe.

### **National Environmental Policy Act (NEPA) Analysis:**

A Categorical Exclusion was prepared to analyze the environmental impacts to the Riverside National Cemetery as the result of construction and operation of the proposed Project. The NEPA package will be submitted to the VA for review by the end of 1<sup>st</sup> quarter 2024.

### **Current Review Status:**

The Final admin draft of the MND is complete. At-risk construction drawings (MS 209) are currently in review by Riverside County Flood Control. An application has been submitted to Flood Control to begin drafting a Cooperative Agreement to address inspections, acceptance, operation, and maintenance of the proposed Stage 6 improvements.

### **Schedule:**

The project is estimated to go before the Joint Powers Commission for consideration during 1<sup>st</sup> quarter 2024. The schedule is dependent upon how quickly the Cooperative Agreement prepared by Flood Control is reviewed by all parties and approved by the Riverside County Board of Supervisors.

### **Attachments:**

- 1) Perris Valley Channel Lateral B Map
- 2) Site Plan

**MARCH JOINT POWERS AUTHORITY  
TECHNICAL ADVISORY COMMITTEE  
OF THE  
MARCH JOINT POWERS AUTHORITY**

***Reports, Discussion and Action  
Agenda Item No. 6.B***

**Meeting Date:** January 8, 2024

**Report/Discussion:** Budget Adjustments Update

**Background**

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

Finance staff is currently finalizing budget adjustments for FY2023/20224 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 slated to appear before the Commission for consideration in February. Adjustments will reflect projects that were approved by the Commission as urgent matters related to life and safety. Such matters included demolition of former military buildings in the Northeast Corner and liability insurance increased payments. Summaries are provided as follow:

**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, the Commission approved a \$500,000 budget 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. On August 31, 2023, in order to avoid any penalties or lapse in coverage, the Commission approved the following amendments to the FY 2022/2023 and 2023/2024 PERMA / Property & Liability budgets:

- FY 2022/2023 Liability insurance increased \$ 70,571 (paid in 2022)
- FY 2023/2024 Liability insurance increased \$ 73,900 (paid in 2023)
- FY 2023/2024 Property insurance increased \$ 175,000 (paid in 2023)

Adjustments to the budget, both approved and those proposed for the remainder of the fiscal year, will be reflected in proposed financial reports to the Commission this February. Staff will share proposed changes with the TAC for any questions and input. This report is scheduled to appear before the Joint Powers Finance Committee on January 11, 2024. 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.

**Attachments:** None

**MARCH JOINT POWERS AUTHORITY  
TECHNICAL ADVISORY COMMITTEE  
OF THE  
MARCH JOINT POWERS AUTHORITY**

***Reports, Discussion and Action  
Agenda Item No. 6.C***

**Meeting Date:** January 10, 2024

**Report Discussion:** March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, a Fifth Amendment to the March LifeCare Campus Disposition and Development Agreement.

**Applicant:** March1, LLC

**Background:**

The March Joint Powers Redevelopment Agency (“Agency”) and March Healthcare Development, LLC, a California limited liability company (“MHD”), entered into the March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “Original Agreement”). The Original Agreement was subsequently amended on March 7, 2012 and on September 29, 2018. The Original Agreement, as amended (“Agreement”), was to develop approximately 160 acres into a variety of medical and offices uses, including potentially a hospital facility (“Project”).

Following the execution of the Agreement, the Agency assigned certain rights, duties, and obligations under the DDA to the March Joint Powers Authority (“Authority”) to facilitate the sale and development of the Property. Following the adoption of ABX1 26, the Successor Agency to the March Joint Powers Redevelopment Agency (“Successor Agency”) assumed the Agency’s position as a party to the DDA.

On January 22, 2016, MHD assigned its rights in and to the DDA to March1 LLC (“M1” or “March1”), an affiliate of MHD. On March 7, 2012, with the elimination of redevelopment agencies throughout California, development responsibilities on the Project were assigned from the Successor Agency to the Authority. Specifically, the amendment to the Agreement assigned the Successor Agency’s right, title, and interest in and to, and obligations pursuant to Section 6.03 of the DDA, Schedule of Performance, and the associated Exhibit D to the Authority.

At the March 28, 2018, Joint Powers Commission meeting, both the March Joint Powers Authority and Successor Agency approved the Partial Assignment and Assumption and Amendment of Disposition and Development Agreement. The Commission approved the Second Amendment to the Disposition and Development Agreement, memorializing the DDA assignment, on September 26, 2018.



### ***Third Amendment***

Since the execution of the Second Amendment to the March LifeCare Campus DDA, March1 has failed to deliver improvements outlined within Exhibit D-1 of the Agreement. In a show of good faith, the March JPA offered negotiations for a short-term extension to allow the developer to complete required Exhibit D-1 improvements. Those negotiations resulted in two hundred and fifty thousand dollars (\$250,000) payable to the March JPA, and extensions of time to complete Amended Exhibit D-1 Improvements that included the completion of a Pressure Reducing Valve (PRV) Facility; street, sidewalk and landscaping refurbishments.

Certain improvements were to be completed within six (6) months of the effective date of the Third Amendment while others were required to be completed within eight (8) months of the effective date of the Third Amendment, except if tolled in accordance with the provisions in the Amendment.

### ***Fourth Amendment***

Of the listed improvements, March1 successfully completed all items except the PRV.

On December 26, 2022, March1 submitted a letter to the JPA. In the Letter, March1 (i) requested further amendment to that certain March LifeCare Campus Disposition and Development Agreement entered into by and between the Authority and March1, as successors-in-interest by assignment, as of April 7, 2010 (DDA), for purposes of clarifying the definition of “Notice to Proceed” (NTP), and (ii) proposes to change the deadline by which March1 must complete the Pressure Reducing Valve (PRV) to the date that is six months after the date that Western Municipal Water District (Western) approves an amendment (Amendment) to that separate Water Facility Construction Agreement (the “Western-Meridian Agreement”) originally made on March 8, 2021, by and among Western, Meridian Park, LLC, (Meridian), and a subcontractor of Meridian. The Amendment addressed the reimbursement by Western to Meridian of certain construction cost increases in connection with the PRV construction that Meridian claims occurred while awaiting the NTP. It was the Authority’s understanding that Meridian, as the developer of a separate property adjacent to the March LifeCare Campus site, entered into a separate agreement (PRV Agreement) with March1, pursuant to which Meridian constructed the PRV, and the total cost was allocated among Meridian, March1, and Riverside Inland Development, LLC, because the PRV benefits each of their respective projects.

The Authority was not a party to the Western-Meridian Agreement or the PRV Agreement. Pursuant to the DDA, March1 is the entity accountable to the Authority for, among other things, meeting all deadlines related to the PRV. Western is the agency with approval jurisdiction over the construction of the PRV.

As an initial matter, the Authority respectfully disagreed with assertions March1 made in the Letter. Namely, the Authority did not agree that: (i) the language in the Third Amendment to the DDA dated as of January 26, 2022 (Third Amendment), “*will never trigger the start of the 6-month completion period*” of the PRV, and (ii) the NTP issued by Western “*does not actually allow Meridian to begin construction*” of the PRV, and that Meridian is prohibited from beginning construction of the PRV until “*after the [amendment to the Western-Meridian Agreement] is approved by [Western and Meridian].*”

The Authority’s disagreement with March1’s assertions above was based on the following:

1. Western issued the NTP with respect to the PRV on October 11, 2022, and March1 received a copy of said NTP by email from Meridian on that same day. The language in the Third Amendment is clear that the deadline to complete the PRV is calculated from the date that March1 “receives” the NTP; it does not require the NTP to be “issued” to March1. Whether March1 receives a copy of the NTP directly from Western, through Meridian, or from the Authority does not alter the substance of the NTP or negate the fact that March1 indeed received it. Therefore, pursuant to the Third Amendment, the deadline to complete the PRV is April 11, 2023, that is six months from October 11, 2022.
2. The language in the NTP expressly states that the work on the PRV “*can now proceed.*” The NTP does not mention the Western-Meridian Agreement that is already in place nor is it conditioned upon the approval of the Amendment. The decision to delay proceeding with the PRV construction until after the Amendment is executed does not create a condition that impacts the milestone dates set forth in the DDA. March1, as the party obligated to the Authority to meet the PRV completion deadline, has an obligation to mitigate any delay in completing the construction of the PRV. One way that March1 could have mitigated the delay was by contributing to the cost differential while Western went through its approval process for the Amendment. March1 did not do so, thus contributing to the delay.

Nevertheless, given the progress March1 made with respect to the deadlines set forth in the Third Amendment, the Authority approved another amendment to the DDA (Fourth Amendment) extending the deadline by which the PRV was to be completed no later than July 31, 2023, subject, but not limited, to the following conditions:

Extension of Time to Complete the PRV Facility. The Authority hereby grants Developer the Extension, subject to the following:

- a. Developer shall complete, or cause to be completed, the PRV Facility not later than July 31, 2023;
- b. The completion of the PRV Facility shall be evidenced by the issuance of a notice of completion (“Notice of Completion”) by Western Municipal Water District (“Western”), subject only to punch list items, if any, identified by Western at Western’s discretion;
- c. Developer shall promptly deliver, or cause to be delivered to Authority a copy of the Notice of Completion within two (2) days of its issuance; and
- d. Failure to timely provide the Authority with a copy of the Notice of Completion shall entitle the Authority to pursue all remedies available to it under the DDA and any applicable law, and to terminate the DDA without incurring any liability whatsoever to Developer.

Further Amendments to the DDA. Commencing on August 1, 2023, provided the PRV Facility is completed as set forth in the Fourth Amendment and the DDA is not otherwise terminated, the Parties agreed to meet and confer in good faith to discuss further amendments to the DDA with the goal of executing an amended and restated DDA not later than October 3, 2024 (which is commensurate with the date that the construction of Exhibit D-II horizontal improvements must be completed, per the

Second Amendment). Developer agreed to reimburse the Authority for all fees and costs associated with such efforts, including legal and engineering fees and costs, within 30 days of the date Authority submits an invoice to Developer, and failure to reimburse the Authority for such costs will be a default under the DDA. The Parties agreed that nothing contained in the Amendment shall be interpreted in any way to alter the requirement that Developer must complete, or cause to be completed, the construction of the Exhibit D-II horizontal improvements by October 3, 2024.

### ***Fifth Amendment***

3. On July 31, 2023, the Developer did not deliver to the Authority a Notice of Completion from Western. However, the PRV facility was substantially completed within 60-days of the deadline with a Notice of Substantial Completion issued by Western on October 30, 2023.

Authority and Developer desire by this Fifth Amendment to clarify that the PRV Facility is now deemed substantially completed (“**Clarification**”) and to amend the Developer’s obligations with respect to the construction of two Cactus Channel crossings (“**Amendment**”) so as to align those crossings with the future design, to be done by others, for the Cactus Channel.

Under the adopted DDA, the Developer is required to, among other things: (1) complete construction of a Cactus Avenue Channel Crossing at Riverside Drive on or before October 3, 2024 as shown on Exhibit D-II of the DDA (the “Cactus/Riverside Channel Crossing”); and (2) commence construction of a Cactus Avenue Channel Crossing at March Lifecare Drive on or before October 3, 2027 as shown on Exhibit D-III of the DDA (the “Cactus/March Lifecare Channel Crossing”, and together with the Cactus/Riverside Channel Crossing, the “Crossings”). Developer and Authority agree, in lieu of completing such Crossings, Developer shall pay into an escrow account under Authority’s control (“Escrow Account”) the sum of three million dollars (\$3,000,000.00) to cover the cost of construction of the Crossings and a portion of the Authority’s contribution toward the completion of the Cactus Channel. Said sum shall be paid to the Escrow Account in installments as follows: (1) five hundred thousand dollars (\$500,000.00) on or before July 1, 2024; (2) one million dollars (\$1,000,000.00) on or before July 1, 2025; and (3) one million five hundred thousand dollars (\$1,500,000.00) on or before July 1, 2026. Additional conditions pertaining to the escrow account and any storm drain credit are outlined within the Fifth Amendment.

Additionally, Developer desires to develop the SCE Substation at a location that differs from the location originally contemplated in Exhibit D-II of the DDA (“SCE Substation Relocation”). Developer represents that the change in location is beneficial to the Project and that Developer possesses the experience necessary to develop the SCE Substation (at either location) and coordinate with Southern California Edison on completing said development, in satisfaction of Developer’s obligations under Exhibit D-II of the DDA.

The Clarification and Amendment would facilitate the continued development of the LifeCare Campus project in a way that would increase funds to the taxing entities and do not extend the outside deadline to complete the overall project.

The Clarification and Amendment are not actions requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code, and as such, the

Authority is authorized to enter into this Fifth Amendment in its capacity as the assignee to the Agency's rights and obligations under Section 6.03 of the DDA.

Except as modified within the Amendment, all other terms of the DDA, including the remainder of Exhibit D and the Parties' agreement to meet and confer in good faith regarding an amended and restated DDA with the goal of executing such amended and restated DDA not later than October 3, 2024, remain unchanged and in full force and effect.

Pursuant to State CEQA Guideline section 15162, based on the Program EIR, Environmental Findings, Mitigation Monitoring and Reporting Program, the Statement of Overriding Considerations, and all related information presented to the Commission, the Commission finds that the preparation of a subsequent or supplemental EIR or any other CEQA document is not required because the Third Amendment to the DDA: 1) does not constitute substantial changes to the Project that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; 2) does not constitute substantial changes with respect to the circumstances under which the Project is administered that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and 3) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Program EIR was certified, that shows any of the following: (a) the modification will have one or more significant effects not discussed in the Program EIR; (b) significant effects previously examined will be substantially more severe than shown in the Program EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Commission declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the Program EIR would substantially reduce one or more significant effects on the environment, but which the Commission declined to adopt.

Based on the aforementioned, staff recommends that the Joint Powers Commission approve the Fifth Amendment to the March LifeCare Campus Disposition and Development Agreement, authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination pursuant to CEQA.

- Attachments:**
- 1) Fifth Amendment to the March LifeCare Campus Disposition and Development Agreement (March 1, LLC)
  - 2) Notice of Substantial Completion (WMWD)
  - 2) Notice of Determination

**FIFTH AMENDMENT TO  
MARCH LIFECARE CAMPUS  
DISPOSITION AND DEVELOPMENT AGREEMENT**

This **FIFTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** (“**Fifth Amendment**”) is entered into by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority (“**Authority**”), as successor-in-interest to the March Joint Powers Redevelopment Agency; and MARCH1 LLC, a California limited liability company (“**Developer**”), as successor-in-interest to March Healthcare Development, LLC, a California limited liability company. Authority and Developer are sometimes referred to, individually, in this Fifth Amendment as a “**Party**” and, collectively, as the “**Parties**.”

This Fifth Amendment is entered into by the Parties based upon the facts and circumstances set forth in the following Recitals.

**RECITALS**

A. The March Joint Powers Redevelopment Agency, a California public agency (“**Agency**”), and March Healthcare Development, LLC, a California limited liability company (“**MHD**”), entered into that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “**Original Agreement**”), as amended by that certain “First Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of March 7, 2012 (“**First Amendment**”), as amended by that certain “Second Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of September 29, 2018 (“**Second Amendment**”), as amended by that certain Third Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of January 26, 2022 (“**Third Amendment**”), as amended by that “Fourth Amendment to March LifeCare Campus Disposition and Development Agreement” dated as of May 2, 2023 (“**Fourth Amendment**”). As used herein, the term “DDA” means the Original Agreement, as amended.

B. Authority is the successor-in-interest to Agency, pursuant to that certain “Assignment and Assumption of March Lifecare Campus Disposition and Development Agreement,” dated March 2, 2011, a memorandum of which is recorded in the Official Records of the County of Riverside as Document No. 2011-0107853.

C. On January 22, 2016, MHD assigned its rights in and to the DDA to Developer, an affiliate of MHD.

D. The DDA, among other things, requires Developer to complete the PRV Facility (as described in Section 4(i)(1) of the Third Amendment) by July 31, 2023 (“**PRV Completion Date**”), which completion is to be evidenced by the issuance of a notice of completion (“**Notice of Completion**”) by Western Municipal Water District (“**Western**”), subject only to punch list items.



E. Developer claims, and Authority disputes whether Developer completed the PRV Facility by the PRV Completion Date.

F. Authority and Developer desire by this Fifth Amendment to clarify that the PRV Facility is now deemed substantially completed (“**Clarification**”) and to amend the Developer’s obligations with respect to the construction of two Cactus Channel crossings (“**Amendment**”) so as to align those crossings with the future design, to be done by others, for the Cactus Channel.

G. Additionally, Developer desires to develop the SCE Substation at a location that differs from the location originally contemplated in Exhibit D-II of the DDA (“**SCE Substation Relocation**”). Developer represents that the change in location is beneficial to the Project and that Developer possesses the experience necessary to develop the SCE Substation (at either location) and coordinate with Southern California Edison on completing said development, in satisfaction of Developer’s obligations under Exhibit D-II of the DDA.

H. The Clarification and Amendment would facilitate the continued development of the LifeCare Campus project in a way that would increase funds to the taxing entities and do not extend the outside deadline to complete the overall project.

I. The Clarification and Amendment are not actions requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code, and as such, the Authority is authorized to enter into this Fifth Amendment in its capacity as the assignee to the Agency’s rights and obligations under Section 6.03 of the DDA.

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

### **OPERATIVE PROVISIONS**

1. Recitals Incorporated. The above Recitals are incorporated herein and made a part of this Fifth Amendment by this reference.

2. Effect Upon DDA. The Parties ratify and reaffirm each and every one of their rights and obligations as set forth in the DDA. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DDA. From and after this Fifth Amendment Effective Date, wherever the term “Agreement” appears in the DDA and its exhibits, it will be read and understood to mean the DDA as modified by this Fifth Amendment. Except as so expressly modified, all other terms, conditions and requirements of the DDA and its exhibits remain unchanged and in full force and effect.

3. Effective Date. This Fifth Amendment shall become effective on the date which it has been approved and executed by the respective authorized representative of the Parties (“**Effective Date**”).

4. Clarification Regarding Completion of the PRV Facility. The Authority and Developer hereby acknowledge that the PRV Facility is now substantially complete, as evidenced



by the Notice of Substantial Completion issued by Western on October 30, 2023. Authority hereby agrees to waive any and all remedies associated with any alleged failure on the part of Developer to complete the PRV Facility by the PRV Completion Date, subject to the terms and conditions contained in this Fifth Amendment.

5. Amendment of Cactus Channel Crossings Obligations. Under the DDA, the Developer is presently required to, among other things: (1) complete construction of a Cactus Avenue Channel Crossing at Riverside Drive on or before October 3, 2024 as shown on Exhibit D-II of the DDA (the “**Cactus/Riverside Channel Crossing**”); and (2) commence construction of a Cactus Avenue Channel Crossing at March Lifecare Drive on or before October 3, 2027 as shown on Exhibit D-III of the DDA (the “**Cactus/March Lifecare Channel Crossing**”, and together with the Cactus/Riverside Channel Crossing, the “**Crossings**”). Developer and Authority agree, in lieu of completing such Crossings, Developer shall pay into an escrow account under Authority’s control (“**Escrow Account**”) the sum of three million dollars (\$3,000,000.00) to cover the cost of construction of the Crossings and a portion of the Authority’s contribution toward the completion of the Cactus Channel. Said sum shall be paid to the Escrow Account in installments as follows: (1) five hundred thousand dollars (\$500,000.00) on or before July 1, 2024; (2) one million dollars (\$1,000,000.00) on or before July 1, 2025; and (3) one million five hundred thousand dollars (\$1,500,000.00) on or before July 1, 2026.

6. Use of Escrow Account. The funds in the Escrow Account may be used only for the purposes of meeting any contribution obligation of the Authority to the cost of the construction of the Cactus Channel, and may include the cost of constructing the Crossings required to be constructed by Developer under the DDA (as noted in Section 4 above); provided, however, in the event the Crossings are not completed by the time Developer reaches a threshold in the Project whereby at least one of the Crossings is (a) unfinished and (b) a necessary Project milestone, then, and so long as Developer is not otherwise in default under the DDA, Developer will be entitled to reimbursement out of the Escrow Account up to a maximum amount of one million five hundred thousand dollars (\$1,500,000.00) (“**Reimbursable Funds**”) towards Developer’s completion of that necessary and unfinished portion of the Crossings shall be paid to Developer within 30 days of Authority’s receipt from Developer of a written request for reimbursement supported by reasonable documentation and copies of receipts. Any work on the Crossings by Developer shall be in a manner consistent with the then standards and requirements provided by the Riverside County Flood Control and Water Conservation District (“**Flood Control**”) for the Crossings and the completion of any such work by Developer is subject to Flood Control’s final sign off. In no event shall the Authority be obligated to (x) deposit any funds into the Escrow Account, or (y) use its own monies to reimburse Developer for costs incurred by Developer related to the Crossings.

7. Storm Drain Credit. Provided Developer is not in default under the DDA, Developer shall receive a dollar-for-dollar credit against any storm drain fees assessed by the Authority against Developer or any purchaser of land from Developer in an amount equal to fifty percent (50%) of the payments made by it into the Escrow Account under this Fifth Amendment.

8. SCE Substation Relocation. Developer understands that the relocation of the SCE Substation may require Developer to obtain further governmental and other related approvals and conduct environmental studies, and hereby agrees to reimburse the Authority within 30 days’ of

receiving an invoice from the Authority for all third-party costs incurred by the Authority related to the SCE Substation Relocation. Except as expressly specified in Paragraph 5 above, Developer and Authority understand and agree that no part of this Paragraph 8 or this Fifth Amendment is intended to alter, nor does it in any way whatsoever alter, Developer's construction obligations under Exhibit D-II, including without limitation, completion of the SCE Substation by the October 3, 2024, deadline set forth in Exhibit D-II.

9. No Other Modification. Except as modified herein, all other terms of the DDA, including without limitation, the remainder of Exhibit D and the Parties' agreement to meet and confer in good faith regarding an amended and restated DDA with the goal of executing such amended and restated DDA not later than October 3, 2024, remain unchanged and in full force and effect. For the avoidance of doubt, unless and until the Parties execute an amended and restated DDA, the Parties' rights and obligations under the DDA (as amended) remain unchanged and in full force and effect. Failure of Developer to meet any of the deadlines set forth in Exhibit D (as amended) shall entitle Authority to all remedies available to it under the DDA and any applicable law, or to terminate the DDA at its sole option without incurring any liability whatsoever to Developer. Developer hereby waives the right to assert the existence of any reasonably foreseeable force majeure event that Developer is or should be presently aware of. Notwithstanding the foregoing, the force majeure provision contained in the DDA shall remain in effect as to new and unforeseeable qualifying force majeure events arising after the Effective Date of this Fifth Amendment.

10. Memorandum of Agreement. A Memorandum of this Fifth Amendment shall be recorded in the Official Records of the County of Riverside in a form reasonably acceptable to the Parties within 10 days of the Effective Date.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives as of the date indicated below.

**“AUTHORITY”**

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

By: \_\_\_\_\_  
Dr. Grace Martin  
Chief Executive Officer

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Secretary

**“DEVELOPER”**

**MARCH1 LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: Stephen J. Tomassi  
Its: Co-Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Daniel Niemann  
Its: Co-Manager

Date: \_\_\_\_\_

## 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                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**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                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

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STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)



WHEN RECORDED MAIL TO:

Western Municipal Water District

14205 Meridian Parkway, Riverside, CA 92518

Lawson Unit/Activity #: 710.10.10018030.5646

Spec No. n/a

## NOTICE OF SUBSTANTIAL COMPLETION

NOTICE IS HEREBY GIVEN THAT

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the agent of the OWNER is: **Western Municipal Water District**
3. The FULL ADDRESS of the OWNER is: **14205 Meridian Parkway, Riverside, CA 92518**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.

### IN FEE

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

**N/A**

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

**N/A**

7. A work of improvement on the property hereinafter described was COMPLETED

**On 10/17/2023 with the following item not installed: 1. Roof for EMWD PRV Building**

8. The work of improvement completed is described as follows:

**Eastern-Western Intertie Located at the SW Corner Cactus Ave. & Riverside Drive Lawson Unit/Activity #710.10.100.18030.5646**

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:

**Irvine Pipeline Co., Inc., 5959 Jasmine St., Riverside, CA. 92504**

10. The street address of said property is:

**19105/19103 Riverside Dr., March Air Reserve Base, Ca.**

11. The property on which said work of improvement was completed is in the County of **Riverside**, State of California, and is described as follows:

**19105/19103 Riverside Dr., March Air Reserve Base, Ca.**

**All work completed minus the roof installation for the EMWD PRV Building**

**Western Municipal Water District**

10/30/2023

DATE

DocuSigned by:

*Karl Francis*

01AC60A921114B0...

OR CORPORATE OFFICE OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT

Karl Francis, P.E.  
Deputy Director of Engineering

I, the undersigned, certify that I am the owner, the owner's agent for the property or another interested party in the property, described in the above notice, or I certify that I am the original contractor of the improvements to the real property described in the above notice.

I have read the foregoing Notice of Completion and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the law of the State of California, that the foregoing is true and correct.

10/30/2023

DATE

DocuSigned by:

*Derek Kawaii*

AUT

1361054CDB6547F...

CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE

DEREK KAWAIL, P.E., Director of Engineering Western Municipal Water District

## NOTICE OF DETERMINATION

TO:	<input type="checkbox"/> Clerk of the Board of Supervisors or <input checked="" type="checkbox"/> Riverside County Clerk Address: <a href="#">Click to enter address</a>	FROM:	Public Agency/Lead Agency: March Joint Powers Authority  Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Grace Martin, Chief Executive Officer Phone: (951) 656-7000
-----	---	-------	---

TO:	<input checked="" type="checkbox"/> Office of Planning and Research 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above) Not Applicable	
		Address: <a href="#">Click enter address</a>	
		Contact:	<a href="#">Click to enter contact</a>
		Phone:	<a href="#">Click to enter phone no.</a>

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH):  2008071021
Project Title: Fifth Amendment to March LifeCare Campus Disposition and Development Agreement ("Fifth Amendment to the DDA")
Project Applicant (include address and telephone number):  March1, LLC
<p>Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):</p> <p>The proposed Fifth Amendment to the DDA affects certain real property that is located within the boundaries of the March LifeCare Campus Specific Plan area ("MLCSP"). Specifically, the site is situated on a portion of the former March Air Force Base approximately bounded by Cactus Avenue on the north, Heacock Street on the east, Riverside Drive on the west, and N Street on the south, excluding an approximately 12.3-acre parcel in the center currently occupied by a federal agency, in the County of Riverside.</p>
General Project Location (City and/or County): Unincorporated Riverside County, former March AFB

Project Description: Since the execution of a Fourth Amendment to the March LifeCare Campus DDA (April 12, 2023), March1 has not delivered all improvements outlined within Exhibit D-1 of the Agreement. March1's deadline to complete infrastructure improvements under the Fourth DDA Amendment was July 31, 2023. In a show of good faith, the March JPA offered negotiations to ensure that the actual PRV completion date (October 30, 2023) is acknowledged in a DDA Fifth Amendment and as part of this Amendment, developer proposed an in lieu fee for the required Cactus channel crossings. All other existing terms and deadlines remain unchanged.

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on [Click to enter date](#). and has made the following determinations regarding the above described project:

1.	The project [ <input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.	
2.	<input checked="" type="checkbox"/>	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3.	<input type="checkbox"/>	Mitigation measures [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not ]made a condition of the approval of the project.
4.	<input type="checkbox"/>	A Mitigation Monitoring or Reporting Plan [ <input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
5.	<input type="checkbox"/>	A Statement of Overriding Considerations [ <input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
6.	<input type="checkbox"/>	Findings [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.
This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:		
Custodian:  March Joint Powers Authority		Location:  14205 Meridian Parkway, Suite 140 Riverside, CA. 92518

<b>Date:</b> January 10, 2024	_____
	<b>Signature</b>
	<b>Name: Grace I. Martin</b>
<b>Title: Chief Executive Officer</b>	
<b>Date Received for Filing:</b> <a href="#">Click or tap to enter a date.</a>	

Authority cited: Sections 21083, Public Resources Code.  
Reference Section 21000-21174, Public Resources Code.

**MARCH JOINT POWERS AUTHORITY  
TECHNICAL ADVISORY COMMITTEE  
OF THE  
MARCH JOINT POWERS AUTHORITY**

***Reports, Discussion and Action  
Agenda Item No. 6.D***

**Meeting Date:** January 8, 2024

**Subject:** Military Compatibility Use Study (MCUS) Update

**Background:**

As directed by the TAC, an MCUS status report will be included as a part of regularly scheduled TAC meetings. These reports will be provided by Simon Housman.

**Attachment:** None

# MARCH JOINT POWERS AUTHORITY TECHNICAL ADVISORY COMMITTEE

OF THE  
MARCH JOINT POWERS AUTHORITY

## *Reports, Discussion and Action Agenda Item No. 6.E*

**Meeting Date:** January 8, 2024

**Subject:** Rolling Calendar and Future Agenda Items

**Background:**

The following information is shared to update the TAC on upcoming agenda items for Joint Powers Commission meetings in the month of January.

**Attachment:** March Joint Powers Commission Rolling Calendar

	January
<b>JPA</b>	
	Selection of Officers for JPA/MIPAA/SA
	Selection of March Joint Powers Committee members
<i>Consent</i>	Monthly Financial Reports & Disbursements ~ Richard Beltran
	Easement to EMWD for a 54-inch water main on Brown Street, south of Alessandro
	Fifth Amendment to the March LifeCare Campus DDA
<i>Public Hearing</i>	US Vets Specific Plan Amendment and associated approvals
<b>MIPAA</b>	Monthly Financial Reports & Disbursements
<b>MJPUA</b>	Monthly Financial Reports & Disbursements
	Selection of Officers for JPUA
<b>MJPA-SA</b>	