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, February 14, 2024 at 3:00 p.m**.

This Notice was posted on 02/09/2024 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On February 9, 2024, 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

March Joint Powers Commission

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March Joint Powers Authority

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March Inland Port Airport Authority

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Successor Agency - March Joint Powers Authority

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

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March Joint Powers Commission

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March Joint Powers Utilities Authority

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

Wednesday, February 14, 2024 - 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

MARCH JOINT POWERS COMMISSION

of the

MARCH JOINT POWERS UTILITIES AUTHORITY

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

Wednesday, February 14, 2024 - 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. 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.

7. Approval of Minutes for Regular Meeting held on January 10, 2024 – Page 7

8. Consent Calendar
MJPA – Operations

1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 12
2) Report: Update on Planning Activities – Page 17
3) Action: Approve Amendment No. 2 to the BHElectric, Inc. on-call electrical services agreement for the March JPA Planning Area and authorize the Chief Executive Officer to execute the amendment – Page 22
4) Action: Approve a professional services agreement with Patrol Security and Guard, Inc. for patrol services and authorize the Chief Executive Officer to execute the agreement – Page 28
5) Action: Approve an Amendment to the Professional Services Agreement with Leighton Consulting, Incorporated and authorize the Chief Executive Officer to execute the Amendment – Page 45
6) Action: Approve Agreed Upon Procedures for the Golf Course with Davis Farr LLP and authorize the Chief Executive Officer to execute any related documents – Page 54
7) Action: Approve a Grant of Easement to the Riverside County Flood Control and Water Conservation District for storm drain operations and maintenance associated with the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stage 5, and authorize the Chief Executive Officer to execute related documents – Page 58
8) Action: Approve the March Joint Powers Authority Fleet Policy – Page 66

9. Reports, Discussions and Action Items

MJPA - Operations

1) Report: Receive and file an update for 452nd Operations Support Squadron by Lieutenant Colonel Charles E. Conder, III Commander – Page 68
   Dr. Grace Martin, Chief Executive Officer
2) Report/Action: Approve support of State Senate Bill 994, a proposed streamlined sunsetting State bill for the March Air Force Base (AFB) Joint Powers Authority (March JPA) and authorize the Chief Executive Officer to issue a letter of support on behalf of the March Joint Powers Authority – Page 71
   Dr. Grace Martin, Chief Executive Officer
3) Action: Approve establishing a pooled Local Agency Investment Fund (LAIF) for March Joint Powers Authority (MJPA), Green Acres Enterprise Fund (GA), and March Inland Port Airport Authority (MIPAA) and authorize the Chief Executive Officer to execute any related documents – Page 75
4) Action: Approve 2024 Legislative Platform – Page 98
   Dr. Grace Martin, Chief Executive Officer and Lynn Jacquez, Husch Blackwell Strategies
5) Action: Authorize Commission Members and Chief Executive Officer to travel and attend the following 2024 advocacy trips: 1) Association of Defense Communities National Summit in Washington, DC; 2) Association of Defense Installation Innovation Forum in San Antonio, TX and 3) March JPA Legislative Trip to Washington, DC - Page 106
   Dr. Grace Martin, Chief Executive Officer
6) Action: Approve, pursuant to the 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 (DDA), authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination – Page 107
   Dr. Grace Martin, Chief Executive Officer

10. Public Hearing - MJPA

1) Action: Consider the following actions as it pertains to the United States Veterans Housing Corporation's request involving the US Vets Transitional Housing Program Specific Plan area located on 7.75 gross acres at the southwest corner of N Street and 6th Street, just south of the March LifeCare Specific Plan area: 1) adopt Resolution JPA 24-01, adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH #2008071021) in support of the US Vets Transitional Housing Program Specific Plan, approving Plot Plan 10-02, Amendment #1, subject to conditions of approval for the development of the US Vets Transitional Housing Program Specific Plan Project; and 2) introduce and waive the first reading of Ordinance JPA 24-01 approving the US Vets Transitional Housing Program Specific Plan, Amendment No. 1 (SP-7, A1) and direct staff to place this item on a future Commission Agenda for the second reading and formal adoption; and 3) direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines – Page 126
   Jeffrey Smith, Principal Planner

11. Consent Calendar

MIPAA – Operations

1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 602
2) Action: Approve a professional services agreement with The Mengistu Advisors LLC for airport consulting/advisory services and authorize the Chief Executive Officer to execute the agreement – Page 607

12. Commission Members Oral Reports/Announcements

13. Staff Oral Reports/Announcements

14. Calendaring of Future Agenda Items

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

15. 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 Suite 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, Friday Closed). 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 JPA offices at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for $0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

ADA: If you require special accommodations during your attendance at a meeting, please contact the 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: February 9, 2024

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, January 10, 2024 - 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 3:00 p.m.

2. Roll Call
Present: Gutierrez, Perry, Vargas, Rogers, Cabrera, Delgado, Conder
Absent: Jeffries

3. Invocation
Pastor Diane Gardner provided the invocation.

4. Pledge of Allegiance
Chair Conder led the group in the pledge.

5. Selection of March Joint Powers Authority, March Joint Powers Authority – Successor Agency and March Inland Port Airport Authority Officers for 2024

Chair Conder nominated Vice Chair Delgado as 2024 JPC Chair with Member Rogers seconding the nomination.

Motion: Conder
Second: Rogers

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

Outgoing Chair Conder nominated Member Vargas as 2024 JPC Vice Chair with incoming Chair Delgado seconding the nomination.

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

Incoming Chair Delgado thanked and presented a plaque to outgoing Chair Conder.

6. Selection of March Joint Powers Utilities Authority Officers for 2024

Member Rogers nominated incoming Chair Delgado as 2024 MJPUA Chair with outgoing Chair Conder seconding the nomination.

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

Member Rogers nominated incoming Vice Chair Vargas as 2024 MJPUA Vice Chair with outgoing Chair Conder seconding the nomination.

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

7. Matters Subsequent to Posting Agenda
Approval of Agenda Additions or Corrections, as Necessary.
Dr. Martin stated two items will be pulled from the agenda, Item 12, the Public Hearing for the US Vets project as architectural plans are being updated. Item 11(3), the Fifth Amendment to the March1 DDA, for March Lifecare Campus will be continued to the next meeting due to comments received from the TAC which will be discussed with the applicant.

8. 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.

The following person(s) provided public comments:

1. Christina Miller
2. Daniel Neiman
3. Mike McCarthy, RNOW

9. Approval of Minutes for Regular Meetings held on April 12, 2023 and December 13, 2023

No questions or comments.

Motion to approve the JPC Regular Meeting Minutes for the meetings held on April 12, 2023, and December 13, 2023.

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

10. Consent Calendar

MJPA - SA – Operations

1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
2) Report: Update on Planning Activities
3) Report: Receive and file Financial Status Reports
4) Action: Approve October 2023 and November 2023 Disbursements
5) Action: Approve an easement to the Eastern Municipal Water District (EMWD) to access their 54-inch water main on Brown Street, south of Alessandro Boulevard; and authorize the Chief Executive Officer to execute any related documents

No questions or comments.

Motion to approve Consent Calendar MJPA – SA – Operations, Items 10 (1-5).

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

11. MJPA - Reports, Discussions and Action Items

1) Action: Approve March Joint Powers Commission Committee Assignments
Dr. Grace Martin, Chief Executive Officer provided an update on this item.

Incoming Chair Delgado stated that he would like to be added to the Finance Subcommittee. Member Gutierrez stated that he would like to remove himself from the Finance Committee.

2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for January 8, 2024
Michele Patterson, City of Moreno Valley, TAC Representative provided an update on the last TAC meeting.

3) Action: Approve a Fifth Amendment for March1 LLC Disposition and Development Agreement Move to approve, pursuant to the 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, authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination.
Dr. Grace Martin stated this item is pulled and will be presented at a future meeting.

Motion to approve MJPA – Reports, Discussions and Action Items, Items 11 (1-2).

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

12. Public Hearing - MJPA

1) Action: Adopt Resolution #JPA 24-01, Adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH# 2008071021) in support of the U.S. Vets Transitional Housing Program Specific Plan, Approving Plot Plan PP 10-02, Amendment #1, subject to Conditions of Approval for the development of the U.S. Vets Transitional Housing Program Specific Plan Project; Introduce and waive the first reading of Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1) and direct Staff to place this item on a future Commission Agenda for the Second Reading and formal adoption; and Direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines.

This item was pulled due to incomplete elevation plans. The project is continued to a date certain, February 14th, 2024.

13. Consent Calendar

MIPAA – Operations

1) Report: Update on JPC actions, Legislation, Property Transfers, Planning Activities and Staff Activities
2) Report: Receive and file Financial Status Reports
3) Action: Approve October 2023 and November 2023 Disbursements

Motion to approve Consent Calendar MIPAA – Operations, Items 13 (1-3).

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

14. Consent Calendar

MJPUA – Operations

1) Report: Receive and file Financial Status Reports
2) Action: Approve October 2023 and November 2023 Disbursements

Motion to approve Consent Calendar MIPAA – Operations, Items 14 (1-2).

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

15. Commission Members Oral Reports/Announcements

None.

16. Staff Oral Reports/Announcements

Dr. Martin acknowledged January birthdays.

17. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.
None.

18. Adjournment

This meeting adjourned at 3:31 p.m.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

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

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

Background:

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

Utilities

Natural Gas: The natural gas distribution system was transferred to the March JPUA in December 2004. The March JPUA staff conducts the meter reading and billing functions. The Capacity Survey completed by the Gas Company identified that adequate capacity exists to serve the Army Reserve and CalFire's planned construction. However, the distribution system will be nearing its maximum capacity during the cold weather season. The Medical Campus development will address the backbone infrastructure upgrades needed for the MJPA Northeast Corner, and would also support our Green Acres housing, for the MJPA. Federal funding for gas line improvements will continue to be requested as part of the MJPA's legislative agenda. At the Commission's request, staff researched an alternative to natural gas in Green Acres by analyzing the feasibility of converting the housing units to electric and installing solar to power the homes. That cost was prohibitive to the JPA to pursue and with the historic nature of the homes solar panels were not an option. Staff will continue to seek funding through grant opportunities. March JPA staff met with Sempra Utilities (SoCal Gas) in October to discuss potential plans for sunsetting and dissolving the Utilities Authority and ceasing gas services to existing Northeast corner customers; however, as part of dissolving the March JPUA we need a reliable company that can provide natural gas services to our customers. SoCal Gas staff expressed an interest in this transition but requested that MJPA issue a letter memorializing its plans to dissolve its Utilities Authority in the future. On November 24, 2021, the MJPUA approved a Letter of Intent (LOI) to dissolve the MJPUA and cease natural gas services within the JPA Planning Area. The LOI was then sent to the SoCal Gas Company. On December 14, 2021, SoCal Gas and MJPA staff discussed next steps to transitioning MJPUA customers to SoCal Gas by December of 2022. A formal resolution with a transition plan will be presented to the MJPUA Commission in the future for consideration. **On February 8th, 2024, SoCal Gas informed MJPA staff that they've completed an assessment of the gas**

system and have determined an engineering plan to appropriately take over natural gas service within the JPA's northeast corner. Construction of said plan can start as early as August of 2024. SoCal Gas will share an agreement for JPA's concurrence after their bid process is completed and a contractor's fee has been determined for improvements. SoCal Gas staff recommend a $2 million budget for the project with final project costs to be determined after their bidding process is completed.

Northeast Corner

March Healthcare Development (MHD): The March Joint Powers Planning Commission recommended approval of the Specific Plan and EIR at their November 4, 2009 Public Hearing. The March Joint Powers Commission (JPC) approved the Specific Plan and certified the EIR at the Public Hearing held November 18, 2009. The Disposition and Development Agreement (DDA) and associated resolutions were approved by the JPC on April 7, 2010. The first building was demolished on July 27, 2010. Approximately 22 structures have been demolished by MHD to date. The concrete and asphalt from the demolition have been consolidated into one stockpile to be recycled. Six additional buildings have been demolished by the JPA using EDA grant funds. Due to the Moreno Valley litigation, and in accordance with the DDA, the Developer notified the JPA that all timelines for MHD's performance under the DDA are suspended effective May 28, 2013, and will not re-commence until the lawsuit is fully and finally dismissed or resolved in a manner which does not interfere with MHD's or the JPA's ability to perform under the DDA. The Notice of Settlement and Abandonment of Appeal was officially filed with the court August 8, 2014. New performance timelines were established based on the 437day force majeure. The first parcel sale closed on April 6, 2015. The remaining EDA grant funds were used to demolish several additional buildings on the northeast corner. This demolition project is now complete. 2/16/16: March JPA received a plot plan application for the Signature Health project on about 7.5 acres at the northwest corner of N Street and 6th Street. 3/24/16: March JPA Staff was informed that water backbone infrastructure plans are near completion and final approval by WMWD. 10/12/16: WMWD issued a Notice to Proceed to MHD to construct the south loop water infrastructure improvements. The waterline project has been completed and energized. 04/12/17: March JPC approved the Second Amendment to the Disposition and Development Agreement. The Amendment was also approved by the Oversight Board on 04/27/17 and was forwarded to the California Department of Finance (DOF) for consideration on May 2, 2017. On May 5, 2017, DOF notified March JPA that it will be reviewing the Oversight Board action. By statute, DOF has 40 days to review the action. On June 14, 2017, DOF disallowed the Oversight Board's approval of the Second Amendment to the DDA. On July 26, 2017, the Commission approved a Force Majeure extending certain performance criteria in the Disposition and Development Agreement. On September 26, 2018, the Commission approved the 2nd Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20th, claiming impacts to the construction schedule due to delays by WMWD. However, on October 12, 2021, WMWD issued a stop work notice for the pressure reducing valve (PRV) that is associated with Phase D-1 of the Lifecare project which could impact the timing of the project. WMWD indicated that the reason for the stop work notice is because they recently received a federal grant from the Department of Defense to increase water capacity for the Base, and because the PRV is connected to that water capacity increase the DOD is requiring WMWD to complete a NEPA study to receive grant funds. Construction of the PRV cannot commence until the NEPA study is completed according to the DOD. MJPA staff is working with WMWD staff to address impacts to MJPA and the Lifecare project. On October 29, 2021, March1 submitted another Force Majeure reiterating impacts to construction due to delays by WMWD. MJPA rejected the second Force Majeure with further direction on next steps for

discussions. Since October of 2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement on January 26th, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and building elevations for a proposed Continuing Care Retirement Community ("CCRC") to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022. On April 12, the commission approved a Fourth Amendment to the DDA. This amendment allowed for the extension of time for completion of the PRV facility from April 11th to July 30th, 2023. **A DDA-Fifth Amendment will be presented to the Commission at their 2/14/24 JPC meeting..**

	TASK	DUE DATE – per 3rd Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	**A 5th Amendment to the DDA will be presented to the Commission at their 2/14/24 JPC meeting**. WMWD has completed the required NEPA study for a DOD grant received for the project. A Notice to Proceed was issued on October 11, 2022 with a completion deadline of April 11, 2023. Construction has not yet started. On December 26, 2022, March1 submitted a letter to MJPA requesting a 4th amendment to their DDA modifying language to allow for additional time to complete the PRV facility. The request will be reviewed against the terms of the Agreement. The April 11, 2023, deadline remains. A fourth amendment was approved by Commission at the April 12th JPC meeting to allow an extension of time on the PRV and a new milestone based on deliverables. NOC not obtained by required deadline.
2	Landscape Improvements – Riverside Drive	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
3	Backbone water infrastructure (per Amended Exhibit D-1) – (i) Riverside Drive and Meyer Drive 24" pipeline; (ii) 12" pipeline along Riverside Drive; (iii) 12" pipeline along N Street; (iv) 12" pipeline along 6th Street, and subject to Authority Engineer approval.	No later than July 30, 2022	This task has been completed and requirement is satisfied.

4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC overlay, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
6	Correction of road cross-slopes to match County standards and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

Naval Operational Support Center "NOSC" Parcel: On June 10, 2017, the Navy broke ground at its new site within the cantonment fence. The new Navy Operational Support Center was completed August 2019. Due to COVID-19, the transfer was delayed until Spring 2021. At the June 9, 2021 Commission meeting, the JPC accepted the grant from the Navy for the Navy Operational Support Center in the Northeast Corner. The Navy parcel transfer completed the land swap authorized by Congress in 2005. In March of 2022, Brigadier General Peter Cross of the CA Army National Guard, contacted Dr. Martin regarding their interest in installing a Youth Challenge Academy at March. Their closest academy ("Sunburst") is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. As the NOSC building exists outside of the limits of the March LifeCare Campus Specific Plan, the CAARNG expressed interest in using the site for their program. The project could yield a $30 million investment in the region. On October 19, 2022, staff received an email from CAARNG indicating an interest in purchasing the site. MJPA staff is in the process of coordinating an Exclusive Negotiating Agreement with the National Guard. The agreement was approved at the January 11, 2023 JPC. Since that time CAARNG requested updates as such, a revised ENA is scheduled for Commission consideration at their April 12th meeting. On April 12th, the

Commission voted to adopt the amended ENA and the agreement was fully executed on April 27th, 2023 between the parties. Senator Roth submitted SB228 to state legislators in 2023 and the State approved $500,000 for CMD to completed an assessment of the NOSC building for the Youth Challenge program. **An appraisal of the NOSC building along with construction planning were completed in the Fall of 2023. Costs were estimated at a little more than $170 million. CMD staff is currently discussing options for funding with state and federal legislators.**

Green Acres: The approximate 52.72-acre historic area ("Property") is comprised of one-hundred and eleven historic homes that are currently owned and managed by the Authority. The Property is located on the southwest corner of Riverside Drive and Meyer Drive just outside of the March Air Reserve Base (Base) cantonment area. The Property was quitclaimed to the Authority in 2006, as part of the Base Realignment and Closure process of 1995, and recorded in the County of Riverside's Official Records as Document No. 2006-0783416 (Quitclaim Deed). In April of 2022, the JPA advertised the availability of the Property for sale through an invitation to submit Letters of Interest to either purchase the property outright, or to redevelop the property through a development agreement. Invitations were sent to non-profit, government and private entities. Proposals were due no later than August 31, 2022. While staff received several inquiries on the property, only one formal proposal was received before the deadline. On March 6th through March 8th, 2023, the Chair and Executive Director attended the Association of Defense Communities wherein extensive discussions occurred with Office of Local Defense Community Cooperation (OLDCC) representatives regarding partnership opportunities with the Base. As housing continues to be a significant issue of concern for the military, the Chair is interested in utilizing Green Acres to support March Base housing needs. As such, the executive director was asked to place an item on the 3/22/23 agenda for the Commission to reconsider its previous decision to dispose of the Green Acres development. On 3/22/23, the Commission voted to retain Green Acres and work with March Air Reserve Base on their housing needs.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Report: **UPDATE ON PLANNING ACTIVITIES**

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

Background:

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

March JPA General Plan Update: Project on hold. Last update provided 09/28/22.

Community Sports Complex
Objective: Plan, design and finance 48–60-acre Sports Complex through the Sports Complex Committee
Status: A parks sub-committee, consisting of the four-member jurisdiction Parks Director's was formed in 2006 to review potential locations for the park identified in the 2003 Settlement Agreement. The preparation of an aviation safety study was authorized for the optional park sites by the March Joint Powers Commission on February 20, 2008. A Parks Subcommittee meeting was held on January 28, 2009, at which time the Subcommittee accepted the recommendation of ESA to continue to analyze a new location for a park site. The committee directed LNR to identify a new potential Park site to be reviewed at the next Parks subcommittee meeting. The Parks Subcommittee met on March 11, 2009, and at that time, the subcommittee toured three proposed park sites. It was generally agreed that all three park sites were valid alternatives for the Park. On May 11, 2009 a subcommittee of the Parks Committee recommended selection of a park site near Grove Community Church. On March 2, 2016, the March Joint Powers Commission authorized the selection of Willdan Financial Services to prepare the Parks Development Impact Fee (DIF) study that will partially fund the planned Sports Complex. On May 31, 2016, MJPA staff met with City of Riverside Parks Director, Adolfo Cruz and other senior Parks and Recreation staff to obtain input on the MJPA parks DIF study. On August 17, 2016, March JPA staff met with Scott Bangle – Riverside County Parks General Manager and Spencer Campbell – City of Perris Parks Recreation Supervisor II to discuss the future March JPA Parks Impact Fee. The framework for a Parks/Recreation Development Impact Fee was provided by Willdan Financial Services on February 13, 2017. A revised draft fee analysis was provided by Willdan on March 14, 2017, and reviewed with the member jurisdictions Parks Directors on April 4, 2017. A conference call was held with Willdan Consultants regarding the final draft Parks DIF study on 9/15/17. Upon gaining

concurrence with the member jurisdiction's Parks Directors, this item appeared before the Parks Ad Hoc Sub-Committee, and to the Technical Advisory Committee, prior to presenting to the full March Joint Powers Authority Commission. On 10/19/17, the City of Riverside and the County Parks representatives consented to the methodology used in the Parks Development Impact Fee Study. A Parks Subcommittee (Victoria Baca, Kevin Jefferies and Andy Melendrez and the member jurisdictions Parks Directors) was held on December 20, 2017 to review the draft March JPA Parks Nexus Study. At the direction of the Ad Hoc Committee, March JPA reviewed the parks nexus study with March ARB staff and the Riverside County Airport Land Use Commission and returned this item to the Ad Hoc Parks Subcommittee within 90 days. On February 22, 2018 March JPA met with the Riverside County Airport Land Use Commission staff and March ARB staff to discuss various park development alternatives, and to discuss the intensity of those uses in terms of people per acre. The Riverside County Airport Land Use Commission staff and March Air Reserve Base staff requested additional information regarding the density/intensity of the proposed sports complex. In 2018, analysis and approval of the Parks Development Impact Fee was terminated by Danielle Wheeler, Executive Director. On September 22, 2021, the Meridian Park LLC development group held a community meeting within the City of Riverside at the Orange Terrace Community Center, to share draft development plans for the MJPA's weapons storage area (aka Upper Plateau) with the public and obtain community feedback on a proposed 60-acre recreation/open space area within their overall Upper Plateau Specific Plan. The development group, in coordination with MJPA staff, held meetings with Riverside County and city parks and recreation staff regarding the proposed park location and design prior to scheduling a second community meeting to obtain public feedback on park features. On February 14, 2022, March JPA and developer hosted an all hands meeting with parks directors from member agencies to discuss the proposed 60-acre recreation/open space area within the proposed Upper Plateau Specific Plan. Attendees also included Riverside Councilmember Chuck Conder, Riverside City Manager Al Zelinka, and Riverside Police Chief Larry Gonzalez. A discussion ensued regarding the development of a City of Riverside Police Station at the Park site. As a result of the meeting, the developer, City of Riverside and JPA Staff are reviewing the parameters of the pertinent Settlement Agreements and Development Agreements to determine flexibility in the development of the park and potential police station. The JPC Parks Subcommittee met to discuss the status of the community park on May 9, 2022. At that time, an overview of the Center for Biological Diversity et al. v. Bartel et al. settlement agreement was provided identifying that this settlement released 424-acres for development with an additional 60-acres allowed for the planned community park. Discussion also occurred regarding the early proposal for rough grading and installation of utilities on the 60-acre park site and future disposition of the park site. The Parks Committee requested that this item be returned for future discussion prior to any action by the full Commission. **Meetings of parks officials and senior management from Riverside County and the City of Riverside were held on December 4, 2023 and January 18, 2024 to discuss the proposal for a park as a component of the West Campus Upper Plateau. Follow-up meetings are expected.**

<u>Perris Valley Channel Lateral B</u>

Objective: Prepare Environmental Documents for Final Segment

Status: An MOU for the construction of Lateral B, Stages 1 and 2, was approved between the MJPA and Meridian Park LLC, on September 28, 2022. This MOU completes the funding plan for Segments 1 and 2. Project is anticipated to be completed within 24-month timeline. March JPA staff is finalizing the final draft Mitigated Negative Declaration (MND) under CEQA for Stage 6 of the Perris Valley Channel Lateral B, the final segment which is located within Riverside National Cemetery property. This CEQA document was available for a 30-day public review

period which began on June 28, 2023. Staff is currently finalizing the details of the Cooperative Agreement with Flood Control, which will address the construction, inspection, maintenance, acceptance, and operation of this segment. It is anticipated this Project will go before the Commission during 1st quarter 2024.

Heacock Flood Control Channel: Project complete. Project history last posted 09/28/22. On May 10, 2023, a 1.09-acre easement behind the March ARB Commissary, was approved by the Commission for transfer to RCFCWCD for maintenance purposes. A 1,195 square foot-triangular, easement area, behind the March ARB Commissary is on this agenda for Commission consideration, for the approval of transfer to RCFCWCD for maintenance purposes.

Cactus Flood Control Project:
Objective: Flood Control Improvement to Cactus Channel
Status: Project history last posted 9/28/22.
RCFCWCD has completed 90 percent of the design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency's ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA's jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14th and 15th, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming. In March of 2023, RCFCWCD, MJPA, MARB and City of Moreno Valley met to discuss the Cooperative Agreement for the project. Agencies will start reviewing terms again and meet regularly to finalize an agreement for execution.

West Campus Upper Plateau:
Objective: Private Development, generating revenue and jobs
A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard, and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The

larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4. The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan. Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard Biologist as a future component of the EIR process. On August 18th, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR. The West Campus Upper Plateau Draft EIR was circulated for public review on Monday, January 9, 2023, and the 60-day review ended on Friday, March 10, 2023. On December 2, 2023, the draft EIR was recirculated identifying new information pertaining to the Air Quality, Hazards and Hazardous Materials, and Land Use and Planning sections to the draft EIR. An amended recirculated Notice of Preparation was recirculated for the West Campus Upper Plateau Draft EIR on Monday, January 9, 2023, as some of the project appendices pages were blank. The current due date for comments is March 10, 2023.

U.S. Vets – Specific Plan Amendment, Plot Plan Amendment:

Objective: Private Development, to provide housing and services to area Veterans

United States Veterans Initiative (US Vets, Applicant) proposes new building uses to the March Veterans Village Campus, located at the southwest corner of N Street and 6th Street, within the US Vets Transitional Housing Specific Plan Area (SP-6), within the jurisdiction of the March Joint Powers Authority, Riverside County, California. Specifically, the Applicant seeks to amend the US Vets Transitional Housing Specific Plan, (SP-6) and Plot Plan (PP 10-02) to allow for a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 -acres of the Campus, where the remainder of Phase 2 and Phase 3 development would take place. Buildings 4 - 8, would be eliminated. Each studio unit within the transitional housing building will be approximately 375 square feet, while the permanent supportive housing units will be approximately 500 square feet in size. The proposed Project would reduce the total number of units from 323 to 222 and the total number of beds from 401 to 283. Staff received a formal application and documentation on February 23, 2023. Staff has reviewed the application/documentation for completeness and has distributed the project documentation to MJPA Departments and reviewing agencies on March 2, 2023 and most comments were received on March 23, 2023. Tribal consultation is required under SB 18 (Specific Plan Amendment) and 14 Tribes were contacted for consultation. Staff will introduce the proposed Project to TAC in early April 2023. It should be noted that US Vets provided an update on the March Vets Village Campus and presented a concept of the proposed project to the JPC on April 13, 2022. The proposed project was presented to TAC on April 3, 2023. US Vets is now working on responses to the first round of staff and review agency comments. The proposed project is also being reviewed by Riverside County ALUC staff. It is anticipated that ALUC Commission will consider the proposed project in July 2023. On July 10, 2023, Staff discussed the proposed project and the availability of requested information with the Tribal Historic Preservation Official (THPO) from Agua Caliente. The THPO was satisfied with the discussion and decided to end consultation. A formal letter was received on July 13. 2023. The proposed project was considered by the ALUC Commission on July 13, 2023, and found to be "Consistent" with the March Reserve Base / Inland Port Airport Land Use Compatibility Plan. The proposed project was presented to TAC on December 4, 2023. **Commission review of the proposed project is scheduled for 2/14/24.**

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE AMENDMENT NO. 2 TO THE BHELECTRIC, INC. ON-CALL ELECTRICAL SERVICES AGREEMENT FOR THE MARCH JPA PLANING AREA AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 2 to the BHElectric, Inc. on-call electrical services agreement for the March JPA Planning Area and authorize the Chief Executive Officer to execute the amendment.

Background:

In January of 2022, the Commission approved a contract with BHElectric, Inc. for on-call electrical services within the March JPA Planning Area. The contract was for a one-year period, with three one-year options to extend. The contract budget was approved at forty thousand dollars ($40,000) per year. On January 11, 2023, the Commission approved the first one-year option to extend the BHElectric, Inc. contract. This report is to recommend approval of a second one-year option to extend the BHElectric, Inc. contract. The contractor proposes updates to their rates due to increasing costs of services within the industry; however, these increases would not impact the previously approved budget.

Labor rates per hour:

	Straight time:	Over time:	Double time:
Foreman	$131.00 (+6%)	$185.00 (+6%)	$247.00 (+6%)
Journeyman	$118.00 (+5%)	$172.00 (+5.5%)	$230.00 (+6%)
Apprentice	$100.00 (+5%)	$143.00 (+5.5%)	$195.00 (+6%)

Equipment:

Cable Puller	$120.00 (+0%)	per day
Circuit Tracer	$60.00 (+0%)	per day
Gas Detector	$80.00 (+0%)	per day
Generator	$12.00 (+0%)	per hour
IR Scanner	$200.00 (+0%)	per day
Power Threader	$120.00 (+0%)	per day
Power Bender	$0.00 (+0%)	per day
Roto Hammer	$45.00 (new)	per day
Truck Charge	$120.00 (new)	per day
Confined Space Equipment	$240.00 (new)	per day

As proposed changes would help meet the March JPA's overall fiscal goals, while meeting service needs throughout its planning area, staff recommends approval of the attached contract amendment and authorize the Chief Executive Officer to execute the Amendment.

Attachments: BHElectric, Inc. Amendment No. 2

AMENDMENT NO. 2 TO
THE SHORT FORM CONSTRUCTION CONTRACT
WITH BHELECTRIC, INC.

This Amendment No. 1 to the Short Form Construction Contract is made and entered into as of February 14, 2024 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Authority") and BHElectric, Inc., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the Authority and the Contractor have entered into an agreement, dated January 27, 2022, for the purpose of providing on-call electrical maintenance and repair services (the "Master Agreement").

B. WHEREAS, pursuant to Section 3.5.1 of the Master Agreement, the Master Agreement can be extended via three (3) one (1) year extension options.

C. WHEREAS, on January 11, 2023, the March Joint Powers Commission approved of exercising the first one (1) year extension option.

D. WHEREAS, on February 14, 2024, the March Joint Powers Commission approved of exercising the second one (1) year extension option.

E. WHEREAS, the Parties now desire to amend the Master Agreement in order to extend the term of the Master Agreement for an additional term of one year pursuant to the first extension option and amend the rates charged for Services.

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

AGREEMENT

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

2. Term. The term of the Master Agreement shall be extended for an additional term of one year through January 26, 2025, unless earlier terminated.

3. Amendment to Exhibit "B" of the Master Agreement. Exhibit "B" of the Master Agreement shall be replaced in its entirety by Exhibit "B-1", attached hereto and incorporated herein by this reference.

4. Full Force. Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity and insurance

provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

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

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

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

MARCH JOINT POWERS AUTHORITY	**CONTRACTOR**
APPROVED BY*:*	**BHELECTRIC, INC.**
_____ Grace I. Martin, DPPD Executive Director	
	_____ Signature
APPROVED AS TO FORM*:*	
_____ Best Best & Krieger LLP General Counsel	_____ Name
	_____ Title

EXHIBIT "B-1"

COMPENSATION

[ATTACHED]

BHELECTRIC, INC.
160 W. FOOTHILL PKWY
STE. 105-233
CORONA, CA. 92881
LIC# 928446

Prevailing Wage Rates
2024-2025

Labor rates per hour:

	Straight time:	Over time:	Double time:
Foreman:	$131.00	$185.00	$247.00
Journeyman:	$118.00	$172.00	$230.00
Apprentice	$100.00	$143.00	$195.00

Equipment:

Cable puller	$120.00	per day
Circuit Tracer	$60.00	per day
Gas Detector	$80.00	per day
Generator:	$12.00	per hour
IR Scanner	$200.00	per day
Roto Hammer	$45.00	per day
Truck charge	$120.00	per day
Power Threader:	$120.00	per day
Power Bender:	$120.00	per day
Confined Space Equipment	$240.00	per day

Service calls are Portal to portal

OH&P (Overhead & Profit) = 15%

Rental equipment: Cost plus OH&P

Labor / Materials: Cost plus OH&P

License/Permits: Cost plus OH&P

Terms: Net 30

Bonds: Cost plus OH&P - to be charged as needed

Rates are effective for the entire duration of July 1, 2023 through June 30, 2024

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PATROL SECURITY AND GUARD, INC. FOR PATROL SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with Patrol Security and Guard, Inc. for patrol services and authorize the Chief Executive Officer to execute the Agreement.

Background:

Patrol Security and Guard, Inc. is a security and patrol service that has provided security services for the March JPA. March JPA is responsible for an approximate 300-acre area southerly of Cactus Avenue and westerly of Heacock Street called the Northeast Corner. Given the lack of development activities within the Northeast Corner, security services are needed on a continued basis to ensure that public properties and facilities are secured and protected. As public facilities have also been compromised in other parts of the JPA, this agreement is to cover the agency's municipal service needs through the protection of life and safety on all JPA properties. Staff recommends the approval of Patrol Security and Guard, Inc. and authorize the Chief Executive Officer to execute the agreement.

Attachment: Patrol Security and Guard, Inc. Agreement

MARCH JOINT POWERS AUTHORITY
SHORT-FORM SERVICES AGREEMENT

1. **Parties and Date.** This Agreement is made and entered into this 14th day of February, 2024, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, 140, Riverside, CA 92518 State of California ("MJPA") and Patrol Security and Guard, Inc., a **CALIFORNIA INCORPORATION**, with its principal place of business at 21405 Devonshire Street, Suite 225, Chatsworth, CA 91311 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from February 14, 2024 to June 30, 2024, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The total compensation shall not exceed fifty thousand dollars and no cents ($50,000.00) per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MJPA.

Commercial General Liability Insurance:

☒ $1,000,000 per occurrence/$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability:

☒ $1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation:

☒ Statutory Limits / Employer's Liability $1,000,000 per occurrence

Professional Liability (Errors and Omissions):

☒ Errors & Omissions liability insurance $1,000,000 per claim and in the aggregate.

7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MARCH JOINT POWERS AUTHORITY

APPROVED BY*:*

Grace I. Martin, DPPD
Chief Executive Officer

ATTESTED BY:

Authority Clerk

APPROVED AS TO FORM*:*

Best Best & Krieger LLP
General Counsel

PATROL SECURITY AND GUARD, INC.

Alex Nomair
Account Manager

JPC: 02.14.24-8.4

EXHIBIT A
TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation exceeds the minimum dollar amount required for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001); B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation; and D. Professional Liability (Errors and Omissions) coverage for a term acceptable to the MJPA. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by MJPA. Vendor shall add MJPA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by MJPA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MJPA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against MJPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of MJPA's choosing), indemnify and hold the MJPA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage which is caused by the sole negligence or willful misconduct of the MJPA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or the MJPA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

6. Termination. The MJPA may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, MJPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The MJPA shall pay Vendor the reasonable value as determined by MJPA of any portion of the Services completed prior to termination. The MJPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar days written notice to MJPA only in the event of MJPA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, MJPA may from time to time, make changes to the Services furnished to MJPA by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or MJPA shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

8. Force Majeure. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by a Force Majeure Event. The Vendor will not receive an adjustment to the contract price or any other compensation. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the MJPA in its capacity as a municipal

authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

9. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the MJPA. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the MJPA. No employee or agent of Vendor shall become an employee of MJPA. Vendor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT B

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

CALIFORNIA STATE LICENSE

PPO 120801

LICENSED

BONDED

INSURED

Prepared For: March Joint Powers Authority

Submitted by: Patrol Security and Guard

Confidentiality and Disclaimer

Information, data and drawings embodied in this service agreement are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Patrol Security and Guard Company.

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INTRODUCTION

March Joint Powers Authority,

We are pleased to present the following proposal/ service agreement to provide private security services.

We are confident that we will show that we have the ideal mix of experience, resources and knowledge needed to continue to deliver the proactive service that you deserve.

Our clients deserve only the best, and we deliver nothing less. We place a premium on client relationships, building a high level of trust and commitment to your success. Our clients look on us as a valued resource for advice, ideas, and solutions. If we are chosen to partner with you, we will use all of our resources to help you succeed.

Patrol Security and Guard is a fully licensed, bonded and insured company leaded by a management team with more than 25 years of combined experience in the private security sector and serves its customers 24 hours a day, 7 days a week.

Customer satisfaction is the reason for our success and forms the foundation of our company's philosophy. We work with you to build a security presence with the same care and precision the you would put in place for an in – house force but at an affordable price.

We pride ourselves on our rapid growth, which we credit to our quality of service and our specialization in **EVENT SECURITY, BUSINESS SECURITY, COMMERCIAL SECURITY, RESIDENTIAL SECURITY, VEHICLE PATROL, INDUSTRIAL SECURITY, CONSTRUCTION SECURITY AND MORE.**

We would like to invite you, spend a few minutes of you time reviewing the enclosed material for a clear understanding of our company.

If you have any question or if you require additional information, please do not hesitate to call or email us and we thank you for the opportunity to service your needs.

1. SCOPE OF WORK

Security guards shall establish order and safeguard employees, property, and clients while on agency premises. Security guards shall be familiar with non-violent resolutions to conflict. They shall assist in emergency situations, identify conflict, intervene courteously, defuse potential employee/client problems and perform other security related functions required by the agency.

Patrol Security and Guard is committed to hiring reliable, responsive and highly qualified private security officers and our training department continuously updates our security officers with the latest government and industry regulations.

2. SERVICES (Uniformed Armed &Unarmed Security Guards)

Patrol Security and Guard will furnish Customers with security officers and will provide security services at locations where the parties have agreed shall be provided.

Residential Security:

Patrol Security and Guard is committed to providing the best security services so that the residents of your communities are able to sleep more soundly.

Patrol Security and Guard provides 24-hour monitoring, alarm response, patrol, golf cart, parking enforcement, vandalism prevention services and more…

Business Security:

Businesses have to deal with the reality that thefts and other crimes can occur on business premises. Businesses, such as convenience stores, banks, retail stores and all other businesses, may be a target for criminals and thieves and a wide variety of businesses choose to hire security guards. Guards can be used to prevent crime, maintain security, and assist customers and employees.

The presence of a security guard at a business facility can provide peace of mind and a sense of security to the business owner, employees and customers. It also lets customers know that you are concerned about their safety and willing to take steps to insure it.

At Patrol Security and Guard, we can create a customized security plan for protecting your businesses and providing security services for your businesses.

Vehicle Patrol

Our patrol services will dramatically reduce break in, vandalism and other crimes against your property, businesses & staff.

We provide security service through effective security patrol to management companies, developers, businesses, industries, community associations and private home owners.

Private patrols are an affordable and effective means of establishing and ensuring a safer community for you.

Commercial Security

Patrol Security and Guard provides armed and unarmed security guards that stand ready to secure your warehouse/ warehouse operations, warehouse employees, products and

transportation vehicles. Your company's assets are worth protecting, and that includes products and distribution systems, as well as your company's staff.

Construction Security

Increases in vandalism, crime, and theft indicate that criminals have become much smarter, more organized, and more brazen. This has led to an increased demand in construction site security guards and patrol for hire.

At Patrol Security and Guard, we can create a customized, strategic plan for protective services at your commercial or construction site. We have experience dealing with internal and external security threats.

Undercover Security

Undercover operations are to assign an operative to a position that would afford him or her as much access to as many areas of your facilities as possible within the scope of their daily activities.

This way, they can observe and report on many things without attracting attention. It might be to your advantage to have someone assigned as a "runner" on the day shift and another as a forklift operator on another shift. With the number of employees involved, the hours of coverage and the range of protentional theft/ sabotage possibilities to be considered and situation where problems may occur, a properly-oriented and focused third party such as our operative will be in an excellent position to monitor these areas without being observed.

Event Security & more….

We offer Personalized Services for Uniformed Special Events Security (Armed and Unarmed), Onsite Security Detail for Manufacturing & Restricted Access Businesses, Site Security for Retail Vendors (Protocols for During and After Normal Business Hours), Residential, Private Parties, Weddings. We specialize in supplying supplemental personnel for Hotel Security staffing. Armed Security / Protection Details. Personal Protection including 24/7 Estate Protection Details.

3. TYPES OF SERVICES

Short Term/Long Term
Uniformed/Plain Clothes
24-hour Emergency Response
Car Patrol, Golf Patrol & Bike Patrol

4. PERSONNEL

a. Security personnel are employees of Patrol Security and Guard and not of client.
b. Security personnel will be neatly uniformed, courteous, and demonstrate positive human relations skills.

c. Security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.
d. Security personnel will demonstrate reliable attendance and other identified job skills.
e. If a customer, at any time, is dissatisfied for any lawful reason with any security officer assigned to the premises, PSG, upon request by customer will replace him/her.
f. If a security officer fails to arrive at customer's premises as scheduled, PSG will provide a replacement as soon as possible.

SERVICES PROVIDED

The Client herby agrees to engage the contractor to provide the client with the following services:

- **Security Guard Services**

The services will also include any other tasks which the parties may agree on. The Contractor herby agrees to provide Security Guard Services to the Client.

TERMS OF AGREEMENT

The term of this Agreement (The "term") will begin on the date specified in this agreement and will remain in full force and effect until the completion of the services, subject to earlier termination as provided in this Agreement. The term of this Agreement may be extended with the written consent of the parties.

In the event that either party wishes to terminate this Agreement prior to the completion of the services, that party will be required to provide 10 days' written notice to the other party.

PERFORMANCE

The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

COMPENSATION

The Contractor will charge the Client for the Services at the rate of **$27.77**per hour per individual (the "Compensation").

The Client will be invoiced every two weeks, Invoices submitted by the Contractor to the Client are due within two weeks of receipt.

PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of **10.00%** per month on the amount still awing.

MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

5. COMMUNICATION AND ACCESS

Effective communication between management and our client is absolutely critical to everyone's success.

The Patrol Security and Guard staff work twenty-four hours a day, seven days a week, employing trained dispatchers who maintain constant communication which enables us to offer instant assistance to officers in the field.

- Our clients can call or email us anytime with their questions and concerns, or to schedule a consultation.

6. SUPERVISION

a. All complaints and requests received are printed on a daily log form. These log forms are reviewed daily by the operation manager and are given to the designated supervisor for immediate action. Upon completion of a request or resolution of a problem, the supervisor submits a written report to the operation manager for review.

b. A list of special instructions for each building is written in the customer history file, which is periodically updated with any changes or additions. This list is only available to management and key operation staff for instructing new personnel.

c. Operation supervisors and personnel are instructed to record all observation and comments in writing, taking notes at all times, and making daily checklists of tasks to be performed.

d. Work logs are checks daily and problems or deviation from the normal standards are studied with any subsequent action and results being documented.

e. Supervisors in radio-equipped patrol cars will visit a site on an unscheduled basis. Field supervisors will fill out a security officer evaluation from which will include, but be limited to, checking officer's uniform appearance, daily reports, awareness and overall demeanor.

7. DUTIES OF A SECURITY OFFICER:

- ✓ Patrol assigned areas
- ✓ Provide information, as directed, to the public and visitor.
- ✓ Prevent loss, damage, or misuse of property
- ✓ Monitor overall safety of the location

- ✓ Report any unusual incidents or hazardous conditions
- ✓ Response to all routine and emergency procedures as directed.
- ✓ Maintain and update the Security Procedures manual, commonly known as “post Orders”
- ✓ Building entrance doors are checked to ensure that they are properly locked at the designated times.
- ✓ Entrance doors to tenants’ area will be locked while at work and after the work is complete.
- ✓ Unauthorized persons will be denied access into building or tenants’ areas.
- ✓ Entrance doors will be double-checked after work is complete.
- ✓ Keys will be returned to proper personnel (supervisor) at the end of the day.
- ✓ Any additional duties, which client and contractor agree upon
- ✓ Continuous skills improvement
- ✓ Keeping up with changes in the industry
- ✓ Practicing what they have learned during training
- ✓ Cooperation with co-workers
- ✓ Coordination with the management

ATTITUDE & CONDUCT:

As a security guard, you will deal with a variety of people, including clients, your employer, other guards, emergency personnel, customers, employees, tenants, visitors, and the general public. They represent their security company and the client they work for, as well the whole security industry. Showing a professional public image is a priority for our management.

Security guards who have a professional attitude are interested in their jobs and the general public they work with and they take pride in themselves. The professional security guards treat customers and general public the way guards choose for themselves.

UNIFORMS

Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

INSURANCE AND BONDS

Patrol Security and Guard is fully insured and bonded. PSG has procured, and will maintain in effect throughout the life of the contract, liability and worker’s compensation insurance in full limits as required. We can also provide a certificate of insurance when required.

TRAINING:

Patrol Security and Guard conducts our own intensive training course. This course consists of the basic elements of being a security officer, complete report writing and key administrative details of working for PSG, INC. All security officers are taught how to properly write reports. This course teaches security officers how to answer the six most important questions.

- **Who, What, Where, When, Why, How**

Furthermore, safety procedures, including optional CPR training is readily available.
The following reports types are included in the report – writing seminar:

- Daily log entries, Fire watch, Incident report, Patrol report

Apart from the above training, security officer and supervisor are required to pass all requirements of the state of California. Our officers also meet the standards set by the Bureau of Security and Investigative Services.

PROFESSIONAL TRAINING FOR OUR SECURITY OFFICERS:

- Emergency preparedness
- Anti – terrorism techniques
- Emergency evacuation
- Mob control
- Complete apprehension and arrest procedures
- Specific training and usage of verbal de – escalation techniques
- Surveillance techniques
- In – depth public relations
- Workplace safety instructions

8. SUMMARY

Our goal is to ensure that our customers are fully satisfied and receiving a full return of their investment. PSG is a full security services company and can help with all of your security needs including uniformed officers, mobile patrol, & security consulting. We provide on-site security guard services for sites as diverse as medical research facilities, car dealerships, hotels/motels, banks and more.

PSG, INC. provides customized commercial security answers for a variety of issues including loss prevention, vandalism, safety, access control, and monitoring and alarm verification. Most of our guards are CPR/First aid certified, have two years of experience in the security field, and have the appropriate mace, baton, and exposed weapons permit.

Patrol Security and Guard will customize guard orders for your location to include duties such as locking doors at a certain time, checking in visitors, vehicles, and any other security-related activity.

Our mission and values will always go the extra mile in dealing with people, whether they are members of the public, customers, our supervisors or employees. We will endeavor to obtain management consensus on important issues, especially those that affect our customers and employees.

PRICE QUOTE

COSTUMER CONTACT	**Dr. Grace Martin** **March Joint Powers Authority** martin@marchjpa.com (951)203-2067
SERVICE LOCATION	14205 Meridian Parkway, Suite 140 Riverside, CA 92518
POST ORDER/ DUTIES	Patrol, Observe, and report Patrol 8 requested buildings thoroughly
HOURS OF OPERATION	7PM-7AM (start staggered time 10 hours a day)
PRICING	$27.77 per hour per unarmed guard including patrol vehicle

START DATE: 01/10/2024 END DATE:06/30/2024

ACCEPTANCE:

The above Service Agreement & Schedule of Security Service is acceptable. By signing this, I represent that I have the authority to sign this document on behalf of and to bind the Company.

NAME DATE

SIGNATURE TITLE

DATE OF ACCEPTANCE

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING, INCORPORATED AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Proposed Motion: Approve an Amendment to the Professional Services Agreement with Leighton Consulting, Incorporated and authorize the Chief Executive Officer to execute the Amendment.

Background:
In order to address public safety issues within the Northeast Corner, and minimize ongoing security costs to the March Joint Powers Authority (March JPA), on August 23, 2023, the March Joint Powers Commission authorized the advertising of a Request for Proposals (RFP) for the demolition of four vacant buildings that currently pose safety hazards for the public; Building 962 (former Dining Hall); Building 976 (former Dormitory/722 LGS); Building 2604 (former Family Support Center); and Building 2605 (former Operations Building).

To complete the RFP scope of work, March JPA staff secured Leighton Consulting, Incorporated (LCI), to complete a hazardous materials investigation (Phase I Assessment) on the four vacant buildings to be demolished. The report will be included as an appendix to the RFP. A contract in the amount of Twenty-Three Thousand and Four Hundred Dollars ($23,400) was executed on January 15, 2024. The contracted amount was within the Chief Executive Officer signature authority. However, during site investigations LCI found two additional structures that must be investigated - an armory building located north of Building 2604, and a powerhouse building 2606 located east of Building 2605. These buildings were not included within the original building information and are considered separate buildings which require additional testing. Additionally, Building 2605 was listed as one story but it is a three-story building with two above grade floors and one full basement.

For the additional work, LCI submitted a supplemental budget request in the amount of $5,300. The revised budget amount is now $28,700, which is above the Chief Executive Officer approval authority. As such, Staff recommends the approval of an Amendment to the Professional Services Agreement with LCI and authorize the Chief Executive Officer to execute the Amendment.

Attachment: Leighton Consulting, Incorporated PSA Amendment

ATTACHMENT 1

Amendment
to the
Professional Services Agreement
Leighton Consulting, Incorporation

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH LEIGHTON CONSULTING, INCORPORATED

This Amendment No. 1 to the Professional Services Agreement for is made and entered into as of February 14, 2024 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and Leighton Consulting, Incorporated, a California corporation ("Consultant"). MJPA and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated January 15, 2024, for the purpose of providing hazardous materials investigation services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to add services to the Original Agreement and increase the total-not-to-exceed compensation amount of the Original Agreement.

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

AGREEMENT

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

2. Services. The Services, as that term is defined in the Original Agreement, shall be amended to include additional services. The additional services are more particularly described in Exhibit "A-1", attached hereto and incorporated herein by this reference.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed Five Thousand Three Hundred Dollars ($5,300.00), thereby increasing the total not to exceed compensation of the Original Agreement to the amount of Twenty Eight Thousand Seven Hundred Dollars ($28,700.00).

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

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

Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LEIGHTON CONSULTING, INCORPORATED

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

MARCH JOINT POWERS AUTHORITY	**CONSULTANT**
APPROVED BY*:*	**LEIGHTON CONSULTING, INCORPORATED**
_____	_____
Grace I. Martin, DPPD Chief Executive Officer	Signature
	_____
APPROVED AS TO FORM*:*	Name
_____	_____
Best Best & Krieger LLP General Counsel	Title

EXHIBIT A-1

ADDITIONAL SERVICES

[ATTACHED]

SUPPLEMENTAL BUDGET REQUEST

To: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, California 92518

Date: January 29, 2024

Project No. 038.0000021079

Attention: Mr. Jeffrey Smith / Nick Gonzalez

From: Tracy Roberts / Jason Hertzberg

Subject: Supplemental Budget Request for **Hazardous Materials Investigation Services**
Four Buildings - Former March Air Force Base
Bldg. No. 962 - 1447 F St. (Dining Hall)
Bldg. No. 976 - 5327 6th St. (Smith Hall Dorm)
Bldg. No. 2604 - 5255 4th St. (Family Support Bldg.)
Bldg. No. 2605 - 5220 Riverside Dr. (Operations Building)
Plus, Two Buildings - Former March Air Force Base
Bldg. No. 2606 - 5220 Riverside Dr. (Powerhouse)
Former Armory Building North of Bldg. 2604
Riverside, California

Leighton Consulting, Inc. has been providing oversight of the hazardous materials investigation completed by Vista Environmental for the four buildings associated with the former March Air Force Base in Riverside, California.

In response to email and phone communications with you on January 25, 2024, Leighton has prepared this supplemental budget request to March Joint Powers Authority (client) to address additional efforts required to successfully complete the described hazardous materials investigation in our original proposal, 038.P000021079, dated December 20, 2023, and also include two nearby related buildings that need to be added.

Reason for Additional Effort:

1. Adjacent to Building 2604 (Family Support Building), and within the project scope areas, there is an additional building, identified as the Armory Building, which we understand will be demolished in conjunction with the other buildings. It is

estimated that approximately one hour and twelve asbestos bulk samples is required to perform an investigation of this structure, as required by the South Coast Air Quality Management District (SCAQMD) and Cal/OSHA.

2. Building 2605 (Operations Building) was identified as a single-story structure, but is actually three stories, including two floors above grade and a full basement. The additional floors should not add additional samples to the project effort but are estimated to require an additional three hours to walk and assess.

3 Immediately adjacent and to the east of Building 2605 is another structure which was originally thought to be part of Building 2605. During field activities, it was determined that this structure is actually a separate building with its own building designation (Building 2606). Since this structure has its own building designation, SCAQMD requires that it be investigated as a separate structure, with its own sampling scheme. It is estimated that approximately four hours and 78 asbestos bulk samples are required to perform an investigation of this structure, as required by the SCAQMD and Cal/OSHA.

It is estimated that the additional investigation and testing will require a total of one additional eight-hour working day for a two-person survey team to complete the field work, assuming that Vista has relatively unfettered access to the various sites, for an updated total of five eight-hour working days (one day per structure), an additional 90 asbestos bulk samples for the two additional buildings, and an additional day of use of an X-Ray Fluorescence (XRF) lead-testing device.

We are requesting a budget increase of **$5,300** to cover the services discussed above to a total of **$28,700** to complete the Hazardous Materials Investigation Services for the above discussed buildings (Bldgs. 962, 976, 2604, 2605, 2606, and armory).

Additional Budget Requested:	$ 5,300.00
Initial Work Budget:	$23,400.00
Revised Budget Total:	**$28,700.00**

We will continue to provide oversight of the hazardous materials investigation in accordance with our current agreements with you for this project.

Thank you for the opportunity to be of continued service. Please contact the undersigned below if you have any questions regarding this Supplemental Budget Request.

The additional work is subject to the terms and conditions of the original agreement.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Tracy Roberts
Sn. Staff Env. Geologist
troberts@leightongroup.com
Cell (909) 222-9018

Jason Hertzberg, PE, GE
Department Leader
jhertzberg@leightongroup.com
Office (909) 527-8772

TMR/JDH/rsm
Distribution: Addressee

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE AGREED UPON PROCEDURES FOR THE GOLF COURSE FOR SERVICES WITH DAVIS FARR LLP AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY RELATED DOCUMENTS**

Proposed Motion: Move to approve Agreed Upon Procedures for the Golf Course with Davis Farr LLP and authorize the Chief Executive Officer to execute any related documents.

Background:

On August 9th, 2023, the JPA Commission authorized the solicitation of a Request for Proposals (RFP) for audit firms to perform the annual audit for all JPA entities over the next five years, as well as agreed upon procedures each year for different functions at the golf course. Staff received three responses to the solicitation. Staff analyzed the submittals and created a matrix to aid in the review of audit firms. On December 13, 2023, the Commission awarded the contract to Davis Farr LLP. While the contractor's letter of intent included required services as outlined within the RFP, the contract inadvertently omitted procedures for golf course audit services. As such, this report is to recommend approval of an amendment to a professional services agreement with Davis Farr LLP, to incorporate procedures for golf course service as outlined within the RFP.

The amendment will modify the original contract amount by $3,200. This approval is for fiscal year 2022/2023 only. This proposal appeared before the Finance Subcommittee at their February 12th meeting.

Attachments: Engagement letter for the Golf Course agreed upon procedures for FY 22/23.

DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

January 19, 2024

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

We are pleased to confirm our understanding of the services we are to provide for March Joint Powers Authority (the Authority) Golf Course. This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

We agree to apply procedures over the March Joint Powers Authority Golf Course as of and for the period ended June 30, 2023.

The Authority's management has agreed to and acknowledged that the procedures to be performed are appropriate to meet the intended purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

These agreed-upon procedures are enumerated as follows:

1. Obtain an understanding of the cash receipts and disbursements process of the books and records by the Golf Course managed by Donovan Brothers Golf Inc.
2. Bank reconciliations for three months of the Golf Course bank accounts will be tested for the following:

    a. Bank balances on the reconciliation can be traced to the appropriate month's bank statement.
    b. Reconciled book balances on the reconciliation can be traced to the general ledger or balance sheet, as applicable.
    c. All outstanding checks shown on the reconciliation can be traced to subsequent bank statements or supporting documentation.
    d. All deposits in transit shown on the reconciliation can be traced to subsequent bank statements or supporting documentation.
    e. All other outstanding transactions shown on the reconciliation can be traced to subsequent bank statements or supporting documentation.
    f. Bank reconciliations tested have documentation indicating they were reviewed by a person other than the preparer.

3. A sample of Golf Course deposits, as shown on the bank statements within the three months of the bank reconciliations tested, will be traced from the general ledger to the cash receipts then to the deposit slip and applicable bank statement.
4. A sample of Golf Course cash disbursements within the three months of the bank reconciliations tested will be traced from the general ledger to the invoice and then to the check or electronic transaction and applicable bank statement.
5. Review cash receipts and disbursements of the Golf Course sampled for proper account coding, classification and authorization.
6. Golf Course petty cash will be counted and verified for reasonableness.
7. The Golf Course change drawers will be counted and verified for reasonableness.

8. The Golf Course cash register will be scanned for three months of activity for over rings frequency.
9. The Golf Course cash register will be scanned for three months of activity for over/short frequency.

These procedures will be applied for the purpose of reporting our findings in regard to the results of the procedures performed. The procedures we will perform are for the intended use of the following specified parties:

March Joint Powers Authority and Donovan Brothers Golf Inc.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants. The agreed-upon procedures are not designed to constitute an examination or a review of the subject matter. Therefore, we will not express an opinion or a conclusion on the subject matter. We have no obligation to perform any procedures beyond those agreed to as enumerated in this letter of engagement. If, for any reason, we are unable to complete the procedures, we will not issue a report as a result of this engagement.

At the conclusion of our engagement, we will request certain written representations from you about the subject matter information and related matters. We will also issue a written report listing the agreed-upon procedures performed and our related findings. This report will be intended for use by and restricted to the use of the specified parties as identified above, and our report will contain such restricted use language.

Jonathan Foster, CPA, is the engagement partner for the services specified in this letter. His responsibilities include supervising Davis Farr's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fee for the engagement will be $3,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Jonathan Foster, CPA

Davis Farr LLP

RESPONSE:

This letter correctly sets forth our understanding.

March Joint Powers Authority

Acknowledged and agreed on behalf of March Joint Powers Authority

By:

Title:

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (7)

Meeting Date: February 14, 2024

Action: **APPROVE A GRANT OF EASEMENT TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR STORM DRAIN OPERATIONS AND MAINTENANCE ASSOCIATED WITH THE PERRIS VALLEY FLOOD CONTROL AND DRAINAGE PROJECT, LATERAL B PROJECT, STAGE 5, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE RELATED DOCUMENTS**

Proposed Motion: Move to approve a Grant of Easement to the Riverside County Flood Control and Water Conservation District for storm drain operations and maintenance associated with the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stage 5, and authorize the Chief Executive Officer to execute related documents.

Background:

On June 8, 2021, The March Joint Powers Authority (MJPA), the Riverside County Flood Control and Water Conservation District (RCFWCD) and Riverside Inland Development, LLC (Developer) entered into a Cooperative Agreement (Agreement), to expedite the completion of the Perris Valley Flood Control & Drainage Project, Lateral B Project, Stage 5. The Lateral B Project, Stage 5, is vital to the completion of the entire Perris Valley Flood Control & Drainage Project, which has been planned by the RCFWCD to accommodate the development changes on MJPA controlled property and to ensure the future United States Air Force (USAF) mission at the March Air Reserve Base.

As the Lateral B Project, Stage 5, nears completion, RCFWCD is requesting an easement from the MJPA to access the facility and allow for the continued operation for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation, maintenance of storm drain facilities, and all appurtenant works, including ingress and egress. The easement area is approximately 1,756 square feet in size as shown on Exhibit B, Sheet 2 of 2, on the attached Grant of Easement document.

California Environmental Quality Act (CEQA):

The VIP 215 Project Environmental Impact Report (EIR) anticipated the installation of public utilities to serve the VIP 215 Project site. This also included the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stage 5. As such, Resolution #JPA 20-27, considering an EIR for the VIP 215 Project (adopted on December 16, 2020), adequately analyzed impacts associated with the implementation of public improvements. No subsequent environmental review is required for this Grant of Easement pursuant to State CEQA Guidelines, Section 15162.

Recommendation:

To assist in the continued development of the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stage 5 and the future development of the entire Perris Valley Flood Control and Drainage Project, Lateral B Project, staff recommends the approval of a Grant of Easement to RCFCWCD; and authorize the Chief Executive Officer to execute the Grant of Easement.

Attachment: Grant of Easement: Riverside County Flood Control and Water Conservation District

ATTACHMENT A

Grant of Easement:
Riverside County Flood Control and Water Conservation District

252587

Recorded at request of, and return to:
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Perris Valley Channel MDP Lateral, Stage 5
Project No. 4-0-00009
APN 294-170-015 (portion)
RCFC Parcel No. 4009-17

the undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $NONE

EASEMENT DEED

The **MARCH JOINT POWERS AUTHORITY, a joint powers authority created, operating, and existing under the laws of the State of California** hereinafter called "Grantor" hereby grants and conveys to the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, it's successors and assigns, a perpetual easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress, thereto, under and across that certain real property situated in the County of Riverside, State of California, described and shown in the legal description attached hereto as Exhibit "A" and shown on the plat attached hereto as Exhibit "B" and made a part hereof.

THE MARCH JOINT POWERS AUTHORITY,
a joint powers authority created, operating, and existing under the laws of the State of California

Date: _____ By: _____

(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property granted by the Easement Deed, dated _____, 2024, **THE MARCH JOINT POWERS AUTHORITY, a joint powers authority created, operating, and existing under the laws of the State of California** ("Grantor"), to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic,** is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors adopted on May 12, 1961, and the Grantee consents to the recordation thereof by it duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date: _____ By: _____

JASON E. UHLEY
General Manager-Chief Engineer

Perris Valley Channel MDP Lateral, Stage 5
Project No. 4-0-00009
APN 294-170-015 (portion)
RCFC Parcel No. 4009-

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

PERRIS VALLEY CHANNEL

Parcel No. 4009-17

PORTION OF APN: 294-170-015

In the Planning Jurisdiction of March Joint Powers Authority, County of Riverside, State of California, being a strip of land, lying within Parcel 1, Parcel Map No. 37220, filed in Book 255, Pages 5 through 11, inclusive, of Parcel Maps, records of said county, said strip lying 30.00 feet southerly of and parallel with the following described line:

Beginning at the easterly terminus of that line cited as North 89°53'52" East 1955.75 feet as shown on said Parcel Map No. 37220;

Thence North 89°53'53" East 58.00 feet along the easterly prolongation of said line cited as North 89°53'52" East 1955.75 feet as shown on said Parcel Map No. 37220 to the westerly line of the land described in the Easement Deed recorded October 16, 2023, Instrument No. 2023-0303683 of Official Records of said county, said point being the **Point of Terminus**.

The sideline of said strip shall be prolonged of shortened so as to terminate westerly in the westerly line of said Parcel 1, cited as being North 30°09'25" West 124.78 feet per said Parcel Map 37220, and easterly in the westerly line of said Instrument No. 2023-0303683.

Containing 1,756 square feet / 0.040 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99992974.

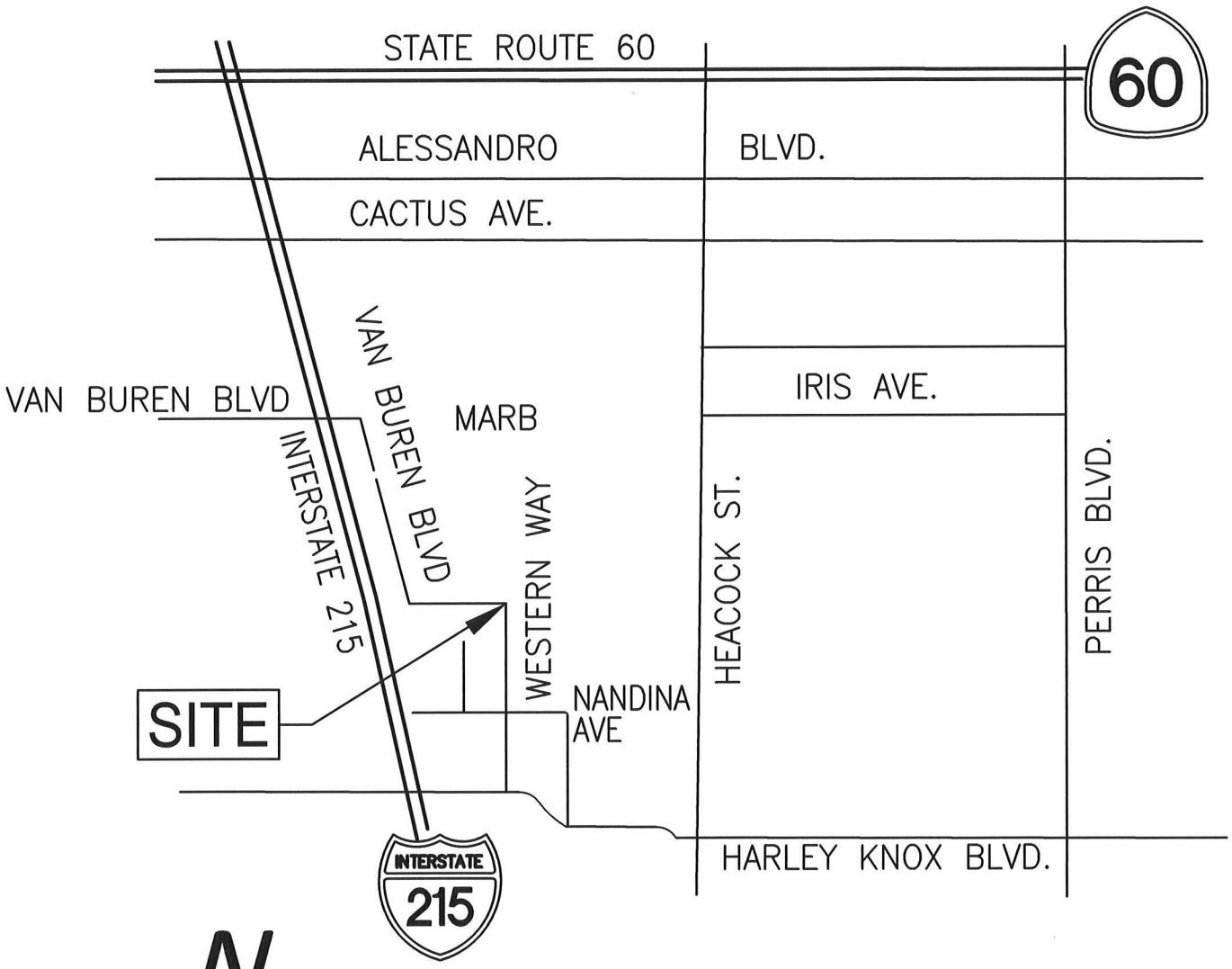
See Exhibit "B" attached hereto and made a part hereof.

JAMES R. McNEILL

Land Surveyor No. 7752

Date: 1-25-24

EXHIBIT "B"



N

TOWNSHIP: 3 SOUTH
RANGE: 4 WEST
SECTION: 36

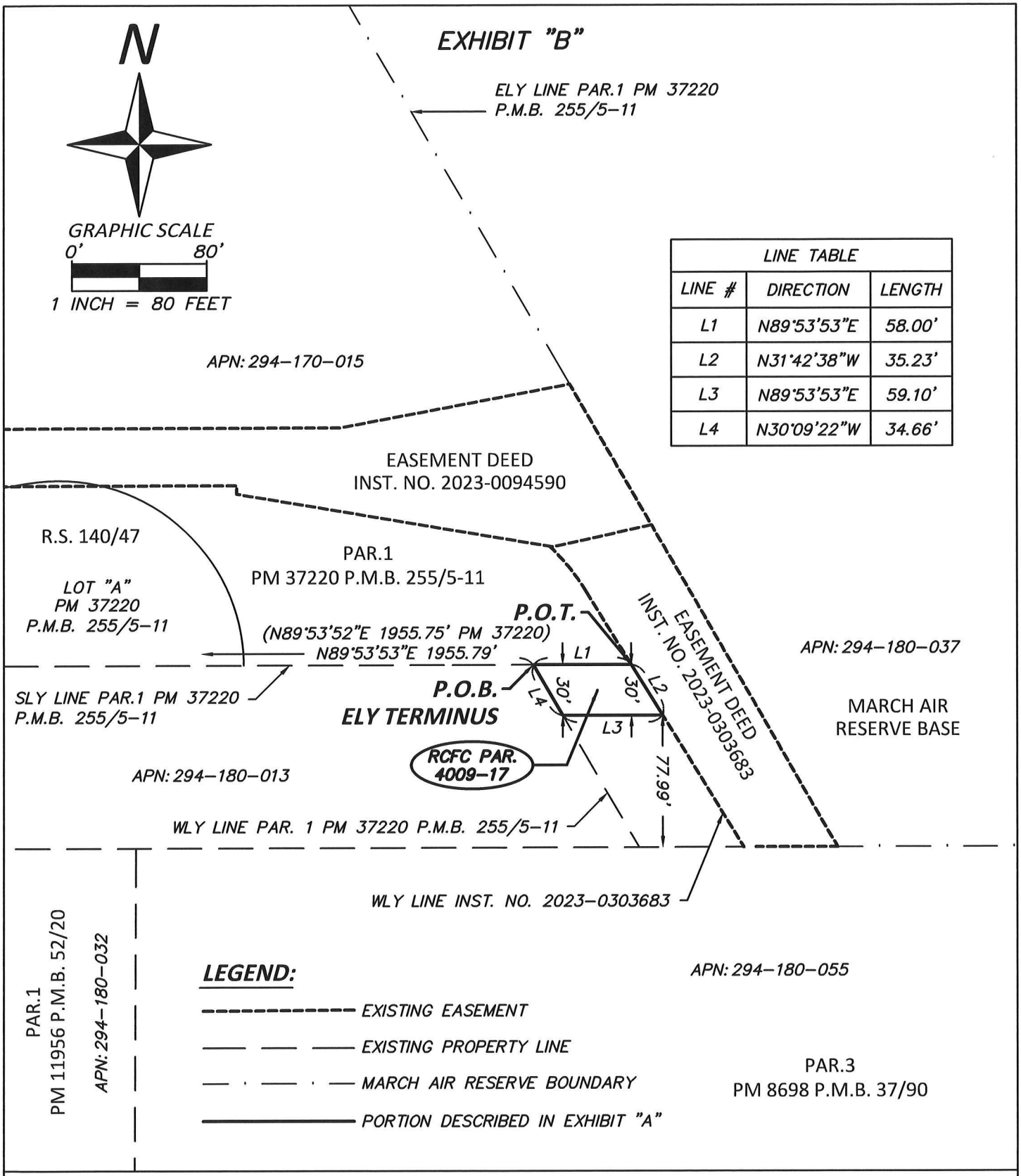
VICINITY MAP

N.T.S.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	***PERRIS VALLEY CHANNEL – LATERAL B***	*SCALE* N.T.S.	*DRAWN BY* SB
RCFC–WCD PARCEL NUMBER(S):	***4009–17***	*DATE* 1/25/24	*CHECK BY* DC
RCFC–WCD PROJECT NUMBER:	***4–0–00009***	*SHEET NO.* 1 OF 2	



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°53'53"E	58.00'
L2	N31°42'38"W	35.23'
L3	N89°53'53"E	59.10'
L4	N30°09'22"W	34.66'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PERRIS VALLEY CHANNEL – LATERAL B	SCALE 1"=80'	DRAWN BY SB
RCFC–WCD PARCEL NUMBER(S):	4009–17	DATE 1/25/24	CHECK BY DC
RCFC–WCD PROJECT NUMBER:	4–0–00009	SHEET NO. 2 OF 2	

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE THE MARCH JOINT POWERS AUTHORITY FLEET POLICY**

Motion: Move to approve the March Joint Powers Authority Fleet Policy

Background:

The purpose of this policy is to establish a procedure for the replacement of Authority owned vehicles and equipment. Currently the Authority owns six vehicles.

Vehicle	Year Purchased
Town & Country Van	10/24/2008
Ford Fusion Hybrid	08/31/2010
LLMD Ford 250	07/18/2013
JPA Ford F250	09/04/2013
JPA Ford Super Duty	11/22/2016
JPA Ford Explorer	05/27/2021

The vehicles are used to deliver a variety of municipal services throughout the Authority's planning areas. To improve upon the delivery of services that include site visits, transport of JPA guests, and off-site business trips, it is important that the fleet be managed appropriately to mitigate impacts of regular wear and tear. However, given the age of aforementioned vehicles, repair schedules have become more frequent which have resulted in increased operation costs.

Staff reviewed existing fleet policies within our member agencies' jurisdictions and recommend the following language, which is consistent with cities' standard practice for replacing vehicles. Staff recommends approval of the March Joint Powers Authority Fleet Policy.

Administered By: Administration

PURPOSE:

To establish an effective and systematic approach to evaluating the March Joint Powers Authority's (Authority) equipment and vehicle needs by following a standardized evaluation process based upon safety, application and function.

APPLICABILITY:

This policy applies to all Authority vehicles and public works related equipment.

PROCEDURE:

The Chief Executive Officer (or his/her designee) assumes responsibility for determining when vehicles and equipment should be replaced and recommends such replacement to the Commission of the Authority (Commission). In making this determination, the following criteria will be used as guidelines for recommending replacement.

A. Age and Mileage

1. Administrative vehicles - 8 years or 80,000 miles, whichever comes first.

2. Light and heavy-duty pick-up trucks and/or mini vans - 10 years or 100,000 miles, whichever comes first.

3. Miscellaneous equipment - as required to perform department functions.

B. Dependability/Safety/Excessive Maintenance Costs

The criteria in section (A) notwithstanding, upon inspection and evaluation of any vehicle/equipment by Fleet Maintenance personnel and the Public Works Manager, vehicles/equipment may be selected and recommended for replacement. Recommendations for replacement under this section of the policy shall be documented using the following records:

1. Review of past 12 month's costs.
2. Review of life to date costs.
3. Review of replacement costs.
4. Evaluation of Engine
5. Evaluation of Drive Train
6. Evaluation of Body
7. Evaluation of Brakes
8. Evaluation of Suspension

C. Authority Departments

Authority Departments will nominate vehicles/equipment for replacement as specified by the guidelines provided within this document. Based upon a recommendation from Maintenance personnel and/or the Public Works Manager, the Chief Executive Officer will determine if the equipment will be recommended to the Commission for replacement.

C. Procurement, Purchasing and Contracting Policy

Vehicle purchases which are authorized by the Commission in the annual budget adoption will be exempt from the procurement procedures defined in Section 10 of the Procurement, Purchasing and Contracting Policy. Vehicles will be purchased by negotiating directly with the dealership with no further approval needed by the Commission if the purchase amount falls within the adopted budget.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Report: **RECEIVE AND FILE AN UPDATE FOR 452ND OPERATIONS SUPPORT SQUADRON BY LIEUTENANT COLONEL CHARLES E. CONDER, III COMMANDER**

Motion: Move to receive and file an update for 452nd Operations Support Squadron by Lieutenant Colonel Charles E. Conder III, Commander

Background:

Lieutenant Colonel Charles E. Conder III is the Commander of the 452nd Operations Support Squadron at the 452nd Air Mobility Wing (AMW), March Air Reserve Base, California. The 452d Operations Support Squadron supports the largest unit-equipped wing in Air Force Reserve Command. The squadron provides critical intelligence, combat crew communications, aircrew flight equipment, airfield operations, air traffic control, weather, tactics, host aviation resource management in addition to managing plans and programs alongside training oversight for the 452d Operations Group.

Lt. Col. Conder entered the United States Air Force Reserve in 2005 graduating from Air Force Officer Training School at Maxwell AFB, AL. He is a C-17A Evaluator Pilot and has served the United States Air Force Reserve in multiple capacities - a Traditional Reservist, Air Reserve Technician and currently as an Active Guard Reserve member. Previously, Lt. Col Conder served at HQ 4th Air Force as the Director of the Commanders Action Group and the Executive Officer for Commander 4th Air Force. Lt. Col. Conder is also currently a First Officer for Delta Air Lines stationed at Los Angeles International Airport.

Attachment: Lieutenant Colonel Charles E. Conder III Bio

BIOGRAPHY

UNITED STATES AIR FORCE

LIEUTENANT COLONEL CHARLES E. CONDER III

Lt Col Charles E. Conder III is the Commander of the 452d Operations Support Squadron, March ARB, CA. The 452d Operations Support Squadron supports the largest unit-equipped wing in Air Force Reserve Command. The squadron provides critical intelligence, combat crew communications, aircrew flight equipment, airfield operations, air traffic control, weather, tactics, host aviation resource management in addition to managing plans and programs alongside training oversight for the 452d Operations Group.

Lt Col Conder entered the United States Air Force Reserve in 2005 graduating from Air Force Officer Training School at Maxwell AFB, AL. He is a C-17A Evaluator Pilot and has served the United States Air Force Reserve in multiple capacities as a Traditional Reservist, Air Reserve Technician and currently as an Active Guard Reserve member. Previously Lt Col Conder served at HQ 4th Air Force as the Director of the Commanders Action Group and the Executive Officer for Commander 4th Air Force. Lt Col Conder is also currently a First Officer for Delta Air Lines stationed at Los Angeles International Airport.

EDUCATION

2003 Bachelor of Science degree, San Jose State University, San Jose, CA
2005 Officer Training School, Maxwell AFB, AL
2006 USAF Specialized Undergraduate Pilot Training, Vance AFB, OK
2007 C-17A Pilot Initial Qualification Course, Altus AFB, OK
2009 C-17A Aircraft Commander Upgrade Course, Altus AFB, OK
2012 Squadron Officer School, Maxwell AFB, AL – in residence.
2012 Combat Aircrew Tactics Studies – Mobility Electronic Combat Officer Course, Rosecrans ANGB, MO
2014 C-17A Instructor Aircraft Commander Course, Altus AFB, OK
2016 Air Force Flight Standards Agency Advanced Instrument School, Oklahoma City, OK
2021 Air Command and Staff College, Maxwell AFB, AL – by correspondence
2021 Masters of Military Art and Science, Air University, Maxwell AFB, AL

ASSIGNMENTS

1. February 2005 – May 2005, Officer Training School, Maxwell AFB, AL
2. August 2005 – September 2006, Student, Undergraduate Pilot Training, Vance AFB, OK
3. October 2006 – February 2007, Student, C-17A Pilot Initial Qualification, Altus AFB, OK
4. February 2007 – July 2018, C-17A Instructor Pilot, Tactics Officer, Chief of Pay and Scheduling, Chief of Crew Control, Chief of Training, Assistant Director of Operations, 729th Airlift Squadron, March ARB, CA
5. Aug 2018 – April 2019, Director of Commanders Action Group, Executive Officer, HQ 4 AF, March ARB, CA
6. April 2019 – January 2023, Director of Operations, 452nd Operations Support Squadron, March ARB, CA
7. January 2023 – Present, Commander, 452nd Operations Support Squadron, March ARB, CA

FLIGHT INFORMATION

Rating: Command Pilot
Flight hours: more than 5,700 hours
Aircraft flown: T-37, T-1, C-17A

MAJOR AWARDS AND DECORATIONS

Meritorious Service Medal with two oak leaf clusters
Air Medal with five oak leaf clusters
Aerial Achievement Medal
Air Force Commendation Medal with one oak leaf clusters
Air Force Outstanding Unit Award with four oak leaf clusters

Combat Readiness Medal with six silver oak leaf clusters
National Defense Service Medal
Afghanistan Campaign Medal with three service stars
Iraq Campaign Medal with three service stars
Global War on Terrorism Service Medal
Armed Forces Service Medal
Humanitarian Service Medal with two service stars
Nuclear Deterrence Operations Service Medal
Air Force Expeditionary Service Ribbon with Gold Border
Air Force Longevity Service Award with one oak leaf cluster
Armed Forces Reserve Medal with 'M' Device
Small Arms Expert Marksmanship Ribbon (pistol)
Air Force Training Ribbon

EFFECTIVE DATES OF PROMOTION
Second Lieutenant, May 20, 2005
First Lieutenant, May 21, 2007
Captain, May 21, 2009
Major, November 9, 2015
Lieutenant Colonel, Oct 14, 2021

(Current as of January 2024)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Report/Action: **APPROVE SUPPORT OF STATE SENATE BILL SB994, A PROPOSED STREAMLINED SUNSETTING STATE BILL FOR THE MARCH AIR FORCE BASE (AFB) JOINT POWERS AUTHORITY (MARCH JPA) AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO ISSUE A LETTER OF SUPPORT ON BEHALF OF THE MARCH JOINT POWERS AUTHORITY**

Motion: Move to approve support of State Senate Bill SB994, a proposed streamlined sunsetting State bill for the March Air Force Base (AFB) Joint Powers Authority (March JPA) and authorize the Chief Executive Officer to issue a letter of support on behalf of the March Joint Powers Authority.

Background:

Legislative Intent language was submitted as follows:
The March Joint Powers Authority (March JPA) was formed in 1993 to plan and execute new uses for vacant lands, reuse of existing facilities, and joint use of the airfield facilities after the federal government realigned March Air Force Base to March Air Reserve Base.

The JPA is a joint effort of the County of Riverside and the cities of Moreno Valley, Perris, and Riverside. Collectively, these local government agencies comprise the March Joint Powers Commission.

In 2023, with the task of redeveloping the former March Air Force Base near completion, the Commission took action to eliminate the March JPA's land use authority beginning July 1, 2025. At that time, land use authority for the territory will return to the County of Riverside.

Given the unique governance model established to address the reuse of the former March Air Force Base, it is the intent of the Legislature to ensure the continuity of land use authority, maintenance and funding of local infrastructure investments, and development and settlement agreements when the transition of authority moves from the March JPA to the County of Riverside.

Challenge
The March JPA is a unique California government entity, formed in 1993 to plan and execute new uses for vacant lands, reuse of existing facilities, and joint use of the airfield facilities after the federal government realigned March AFB to March ARB. The JPA is a joint effort of the County of Riverside and the cities of Moreno Valley, Riverside, and Perris; collectively, these community leaders comprise the March Joint Powers Commission, which has taken action to facilitate the reuse of territory not utilized by the March ARB. In 2023, with the task of redeveloping the former March AFB near completion, the Commission took action to eliminate the March JPA's land use authority beginning July 1, 2025. At that time, land use authority for the territory will return to the County of Riverside.

In 1997, the March JPA was given land use authority over the former March AFB territory, including the power to develop a general plan, specific plans, and zoning for the territory. Since that time, the March JPA territory has been redeveloped in accordance with California land use and planning laws with a variety of uses; the JPA has developed significant public infrastructure and landscaping, which it maintains directly and through a landscape and lighting maintenance district pursuant to the Landscaping and Lighting Act of 1972 and a community facilities district established pursuant to the Mello-Roos Community Facilities Act of 1982. Additionally, the March JPA has entered into several development and settlement agreements that serve to ensure an orderly development of the land and to protect local wildlife and the environment in the territory.

Solution
Due to the unique governance model established to address the reuse of the former March AFB territory, legislation is necessary to ensure continuity of land use authority, maintenance and funding of local infrastructure investments, and development and settlement agreements, all of which have been previously adjudicated by the March JPA Commission. Without such clarity, the Commission's previous decisions and agreements could potentially be in a period of ambiguity as to whether past agreements, some of them dating back 20 years, would need to be individually assigned to the County as the successor to the JPA. This would create a period of uncertainty and logistical challenges. Legislation would assist in ensuring that past commitments will be adhered to, creating certainty for the parties involved and the public.

Specifically, legislative action would transfer numerous regulatory actions the JPA has adopted since 1997 to protect public health and welfare to the County without requiring individual action for County consideration and adoption. This would include transferring special assessments that have been collected for maintenance of public facilities such as streetscapes, parks and water quality features to the County, avoiding potential interruptions or delays.

Staff recommends that the Commission approve support of the attached Streamlined Sunsetting Bill and authorize the Chief Executive Officer to issue a letter of support on behalf of the March Joint Powers Authority.

Attachment: Proposed Senate Bill SB994 for the streamlined sunsetting of the March Air Force Base (AFB) Joint Powers Authority (March JPA)

An act to add Section 6539.9.1 to the Government Code, relating to local government.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 6539.9.1 is added to the Government Code, to read:

6539.9.1. Notwithstanding any law, for purposes of streamlining the return of land use authority to the County of Riverside and ensuring the continued maintenance of public infrastructure, all of the following shall apply:

(a) The March Joint Powers Authority may do any of the following:

(1) Transfer jurisdiction over any landscaping and lighting maintenance districts, established pursuant to the Landscaping and Lighting Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code), to the County of Riverside pursuant to a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place.

(2) Transfer jurisdiction over any community facilities districts, established pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5), to the County of Riverside pursuant to the requirements of that act and in the same manner as a county may transfer the authority for the governance of those districts to a city under that act.

(3) The Authority is further authorized to assign its contractual rights and obligations relating to the use of land embodied in agreements, including settlement agreements and development agreements, to the County of Riverside, which rights and obligations will be assumed by the County of Riverside commencing on July 1, 2025.

(b) (1) Any land use laws adopted by, or applicable to the territory of, the authority that are in effect as of June 30, 2025, shall remain in effect within the territory of the authority on and after July 1, 2025, and until the date the County of Riverside adopts land use laws applicable to the territory of the authority.

(2) Commencing on and after July 1, 2025, all land use entitlements issued by the authority on or before June 30, 2025, shall remain in effect and shall be enforceable by the County of Riverside.

(c) All regulatory ordinances or resolutions adopted by the authority on or before June 30, 2025, and still in effect as of that date shall remain in effect on and after July 1, 2025, except to the extent the ordinances or resolutions conflict with regulatory ordinances or resolutions adopted by the County of Riverside on, before, or after June 30, 2025. Conflicting county regulatory ordinances or resolutions under this subdivision shall be applicable within the territory of the authority only on and after July 1, 2025.

(d) For purposes of this section, the following definitions apply:

(1) "Authority" means the March Joint Powers Authority, a public entity created pursuant to this article and composed of the Cities of Moreno Valley, Perris, and Riverside and the County of Riverside.

(2) "Land use entitlements" means any right, granted in accordance with state law, relating to the use of property and includes, but is not limited to, conditional use permits, maps, variances, building permits, and occupancy permits.

(3) "Land use laws" means any rules or limitations imposed on the use or development of property and includes, but is not limited to, the authority's general plan, specific plans, and zoning regulations.

(4) "Regulatory ordinances or resolutions" means ordinances or resolutions adopted by the authority or county, as applicable, that limit or restrict a person's behavior within the authority's territory and includes, but is not limited to, restrictions on parking or on the use of roads, such as truck routes.

(5) "Territory of the authority" means the area within the jurisdiction of the authority.

SEC. 2. The Legislature finds and declares that streamlining the return of land use authority to, and ensuring the continued maintenance of public infrastructure within, the jurisdiction of the March Joint Powers Authority is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act adding Section 6539.9.1 to the Government Code applies to all cities, including charter cities.

SEC. 3. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the County of Riverside and the Cities of Moreno Valley, Perris, and Riverside.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

- 0 -

Legislative Intent language was submitted as follows:

The March Joint Powers Authority (March JPA) was formed in 1993 to plan and execute new uses for vacant lands, reuse of existing facilities, and joint use of the airfield facilities after the federal government realigned March Air Force Base to March Air Reserve Base.

The JPA is a joint effort of the County of Riverside and the cities of Moreno Valley, Perris, and Riverside. Collectively, these local government agencies comprise the March Joint Powers Commission.

In 2023, with the task of redeveloping the former March Air Force Base near completion, the Commission took action to eliminate the March JPA's land use authority beginning July 1, 2025. At that time, land use authority for the territory will return to the County of Riverside.

Given the unique governance model established to address the reuse of the former March Air Force Base, it is the intent of the Legislature to ensure the continuity of land use authority, maintenance and funding of local infrastructure investments, and development and settlement agreements when the transition of authority moves from the March JPA to the County of Riverside.

DRAFT

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 14, 2024

Action: **APPROVE ESTABLISHING A POOLED LOCAL AGENCY INVESTMENT FUND (LAIF) FOR MARCH JOINT POWERS AUTHORITY (MJPA), GREEN ACRES ENTERPRISE FUND (GA), AND MARCH INLAND PORT AIRPORT AUTHORITY (MIPAA) AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY RELATED DOCUMENTS**

Motion: Move to approve establishing a pooled Local Agency Investment Fund (LAIF) for March Joint Powers Authority (MJPA), Green Acres Enterprise Fund (GA), and March Inland Port Airport Authority (MIPAA) and authorize the Chief Executive Officer to execute any related documents.

Background:

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff. The LAIF is part of the Pooled Money Investment Account (PMIA), which began in 1955 and is overseen by the PMI Board and includes the State Treasurer, Director of Finance, and the State Controller.

The PMIA has policies, goals and objectives for the portfolio to make certain that goals of safety, liquidity and yield are not jeopardized, and that prudent management prevails. These policies are reviewed on an annual basis. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process by the State Treasurer's Office.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This code section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations or qualified quasi-governmental agencies shall not be subject to either of the following (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or by seizure by any state official or state agency."

California Government Code Section 16429.4 was added to the LAIF's enabling legislation in 2002 and states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year." LAIF allows 15 transactions per month and can be used as needed to cover major annual expenditures such as long-term debt obligation payments or to increase investment.

LAIF has grown from 293 participants and $468 million in 1977 to 2,350 participants and $21.0 billion at the end of December 2023.

The average monthly yield for the last 6 months:

PMIA/LAIF Performance Report as of 1/17/24

Quarterly Performance
Quarter Ended 12/31/23

LAIF Apportionment Rate[2]:	4.00
LAIF Earnings Ratio[2]:	0.00010932476863589
LAIF Administrative Cost[1]*:	0.29
LAIF Fair Value Factor[1]:	0.993543131
PMIA Daily[1]:	3.96
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	230

PMIA Average Monthly Effective Yields[1]

December	**3.929**
November	3.843
October	3.670
September	3.534
August	3.434
July	3.305**

Based on the performance report, staff is calculating and utilizing a conservative average return rate of 3.62 in its recommendation. As of December 31, 2023, the Agency had roughly $21.34 million. The following recommendations are conservative and would allow the Agency to keep enough cash on hand to cover operating expenditures as well as additional cash to continue participation in the SWEEP investment through Citizens Business Bank.

Investment Summary Across All Funds

Investment Total	Average Interest Rate	Potential Annual Return	Potential Quarterly Return
$ 10,000,000	3.62%	$ 361,917	$ 90,479.17
$ 12,000,000	3.62%	$ 434,300	$ 108,575.00
$ 14,000,000	3.62%	$ 506,683	$ 126,670.83

Investment Detail by Fund

Recommendation #1

Invested Amount	$ 10,000,000

Fund	Cash	% of Total Investment	Investment	Quarterly Return
MJPA	$ 7,756,933	41.62%	$ 4,161,904	$ 37,657
GA	$ 2,654,132	14.24%	$ 1,424,048	$ 12,885
MIPAA	$ 8,226,877	44.14%	$ 4,414,048	$ 39,938
	$ 18,637,942	100.00%	$ 10,000,000	$ 90,479

Recommendation #2

Invested Amount	$ 12,000,000

Fund	Cash	% of Total Investment	Investment	Quarterly Return
MJPA	$ 7,756,933	41.62%	$ 4,994,285	$ 45,188
GA	$ 2,654,132	14.24%	$ 1,708,857	$ 15,462
MIPAA	$ 8,226,877	44.14%	$ 5,296,858	$ 47,926
	$ 18,637,942	100.00%	$ 12,000,000	$ 108,575

Recommendation #3

Invested Amount	$ 14,000,000

Fund	Cash	% of Total Investment	Investment	Quarterly Return
MJPA	$ 7,756,933	41.62%	$ 5,826,666	$ 52,719
GA	$ 2,654,132	14.24%	$ 1,993,667	$ 18,039
MIPAA	$ 8,226,877	44.14%	$ 6,179,667	$ 55,913
	$ 18,637,942	100.00%	$ 14,000,000	$ 126,671

The current annual percentage yield earned with Citizens Business Bank is .10%, earning the Agency a total of $21,000 in 2023. The following is a snip of the December statement:

CITIZENS SWEEP MANAGER-7880

Account Summary

Date	Description	Amount
12/01/2023	Beginning Balance	$19,076,782.10
	6 Credit(s) This Period	$213,670.24
	15 Debit(s) This Period	$633,492.34
12/29/2023	Ending Balance	$18,656,960.00

Interest Summary

Description	Amount
Interest Earned From 12/01/2023 Through 12/29/2023	
Annual Percentage Yield Earned	0.10%
Interest Days	29
Interest Earned	$1,512.42
Interest Paid This Period	$1,512.42
Interest Paid Year-to-Date	$20,827.34
Minimum Balance	$18,655,447.58
Average Ledger Balance	$19,035,635.78
Average Available Balance	$19,035,635.78

Attachments:

1) PMIA Investment Policy
2) PMIA Statutes
3) December 2023 Quarterly PMIA/LAIF Performance Report and Statistics
4) Current LAIF Advisory Board Members List

California State Treasurer's Office

Investment Policy
Pooled Money Investment Account

January 1, 2024

Available Online:
https://www.treasurer.ca.gov/pmia-laif/pmia/index.asp

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Introduction and Overview

Through the Pooled Money Investment Account (PMIA), the State Treasurer invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. PMIA policy sets as primary investment objectives safety, liquidity and yield.

The State Treasurer's Investment Division manages the PMIA under statutory authority granted by Government Code sections 16430 and 16480.4. The Pooled Money Investment Board (PMIB) governs the PMIA. The State Treasurer chairs the PMIB, which also includes the State Controller and the Director of Finance.

The PMIA has three primary sources of funds: the State General Fund; special funds held by State agencies; and moneys deposited by cities, counties, and other local agencies into the Local Agency Investment Fund (LAIF).

Investment Division Mission Statement

The Investment Division prudently invests the State's and local governments' idle cash through the Pooled Money Investment Account (PMIA), consistent with the objectives of safety, liquidity, and yield, while also providing low-cost investment opportunities for local governments and supporting increased lending in communities.

Investment Division Vision Statement

To provide the highest and most consistent level of service, leadership and accountability through innovation, collaboration, and teamwork, while maintaining investor confidence and trust.

Portfolio Management Goals, Objectives, and Policies

All state money held by the State Treasurer in treasury trust accounts and all money in the State Treasury is appropriated for the purpose of investment and deposit as provided in Government Code section 16480 et. seq.

Goal 1. Portfolio Safety/Diversification

The PMIA will be managed to ensure the safety of the portfolio by investing in high quality securities and maintaining a mix of securities that provide reasonable assurance that no single investment, or class of investments, will have a disproportionate impact on the total portfolio.

OBJECTIVE: In addition to the safety provided by investing in high quality securities, the safety of the portfolio is enhanced by maintaining a diverse, prudent mix of investments, and includes:

1) Spreading investments over different investment types to minimize the impact any one industry/investment class can have on the portfolio

2) Spreading investments over multiple credits/issuers within an investment type to minimize the credit exposure of the portfolio to any single firm/institution

3) Spreading investments over various maturities to minimize the risk of portfolio depreciation due to a rise in interest rates

POLICY: The portfolio shall contain a sufficient number and diversity of marketable securities so that a reasonable portion of the portfolio can be readily converted to cash without causing a material change in the value of the portfolio. Limitation and eligibility as to specific investments are to be determined by the PMIB in the case of Commercial Paper, the State Treasurer's Investment Committee in the case of new broker-dealer authorizations, and the State Treasurer's Investment Division in all other matters.

Goal 2. Liquidity

The PMIA will be managed to ensure that normal cash needs as well as scheduled extraordinary cash needs can be met. Further, adequate liquidity shall be maintained to ensure unforeseen cash needs are also met, whether ordinary or extraordinary.

OBJECTIVE: The PMIA will maintain a "cash flow generated" portfolio balance sufficient to cover specifically the one-month cash forecast, as well as generally the six-month cash forecast. Further, sufficient marketable treasuries will be maintained to cover unforeseen withdrawals or delayed deposits.

POLICY: The first priority is to maintain specific calendar liquidity, as dictated by the most recent cash forecast. The second priority is to maintain adequate Treasury Bill positions to meet unscheduled needs. Final consideration would be given to other investments deemed appropriate to portfolio maintenance, enhancement, or restructuring.

Goal 3. Rate of Return

The PMIA investments and deposits shall be made in such a way as to realize the maximum return consistent with safe and prudent treasury management.

OBJECTIVE: The rate of return will be maintained on a consistent level representative of current market yield direction.

POLICY: Sales gains/losses will not be incurred to the point of radically altering the final quarterly apportionment rate. Significant sales gains will be offset for restructuring purposes to maintain consistent current return, as well as maximizing future portfolio performance. Significant sales losses shall be incurred only by the consent of the State Treasurer, or when sufficient profits negate the alteration of the apportionment rate. Range bonds and inverse yielding securities are examples of the types of investments that are precluded by the above-stated objective.

Conformance

All of the foregoing goals, objectives, and policies shall be observed by the Director of Investments or the Director of Investments' designee and monitored and reviewed continually by the State Treasurer or the State Treasurer's designee.

Portfolio Management Guidelines

The State Treasurer's Investment Division has set forth a general declaration of portfolio goals, objectives, and policies. The following are various guidelines necessary to the good faith observance of these policies.

Guidelines for Maintaining Safety/Diversification

There are few statutory limitations placed on individual categories of authorized investments. However, this does not entitle the investment staff to "carte blanche" participation in these security types. In the absence of direct statutory limitations, the "prudent person rule" shall govern all investment decisions. As market conditions change (e.g. altering credit risk, marketability, yield spreads, securities availability, etc.), it shall be discussed as soon as time permits with the Director of Investments. At the Director of Investments determination, the situation may be discussed with the State Treasurer or the State Treasurer's designee.

Guidelines for Maintaining Liquidity

The priority will be cash flow needs as reported on both the monthly and six-month cash forecasts. These forecasts will be updated daily using the current investment input, as well as adjustment information provided by the Centralized Treasury and Securities Management Division.

Sufficient Treasury securities will be maintained for unscheduled cash needs. It has been determined that U.S. Treasury Securities will be used for this purpose.

Due to the make-up of the portfolio participants, an average maturity of 120 days to 18 months will be maintained.

Guidelines for Maintaining Rate of Return

It is important to focus on providing a consistent rate of return. It is often the case that investments made with long-term deposits create the base rate to the portfolio. Since sales gains/losses impact the portfolio on a quarterly basis, large gains/losses should be avoided. Failure to offset gains or losses proportionately could result in an uneven or erratic earnings apportionment rate history. Extreme positions or styles of trading are prohibited.

Current investment strategies and economic releases are regularly discussed amongst the investment staff. Decisions of value and direction are made to accommodate the occurrence of all those events that might be considered reasonable and probable.

Although securities trading is allowed for purposes of enhancing portfolio return, specific limitations have been established to protect the portfolio rate of return:

1) Prior to taking a position, apparent value and size shall be discussed between the Director of Investments, or the Director of Investments' designee, and the trader involved.

2) During a "when issued" (W.I.) period, long positions shall never exceed the amount intended to be purchased.

3) Short positions shall not be taken at any time.

4) Trading positions shall be reported daily to the Director of Investments.

Authorized Investments

The following are various considerations/limitations as they pertain to specific investment types:

Investment Type	Maximum Maturity	Maximum % of Portfolio	Maximum Per Name	Maximum Per Maturity
Agencies (Federal and Supranational)	5 years	None	None	None
Bankers Acceptances (Domestic and Foreign)	180 days	None	None	None
Certificates of Deposits	5 years	None	None	None
Collateralized Time Deposits	1 year	None	(1)	None
Commercial Paper	270 days	30%	10%	None
Corporate Bonds/Notes	5 years	None	None	None
Foreign Government Bonds/Notes	5 years	1%	None	None
Money Market Mutual Funds	Open ended	10%	10%	None
Negotiable Order of Withdrawal (NOW) Accounts	Open ended	5%	(3)	None
Repurchases (RP) and Reverse Repurchases (RRP)	1 year	(2)	None	None
U.S. Treasury Securities	5 years	None	None	None

(1) Shall not exceed the net worth of the institution or an amount considered prudent; whichever is less.
(2) RRP is limited to 10% of the current portfolio.
(3) Shall not exceed the net worth of the institution.

Credit Considerations

Agencies (Federal and Supranational) – Despite there being no statutory limitations concerning this category, prudent investment practice necessitates a constant credit analysis of certain issuing entities. Although there exists an implicit or explicit government guarantee of the various issues, market perception may limit the liquidity of these securities.

Banker's Acceptances (Domestic and Foreign) – A banker's acceptance is a money market instrument, and, like most money markets, it is safe and liquid, particularly when the paying bank has a high credit rating.

Certificates of Deposits – Institutions must be rated average or better by a nationally recognized statistical rating organization utilized by the State Treasurer's Investment Division and must pass a credit evaluation by the investment staff. This evaluation may include a review of such criteria as geographic location, market perception, management factors, and overall fiscal soundness. The approved investments will be regularly posted to the STO website.

Collateralized Time Deposits – Institutions must be headquartered in the State of California and rated average or better by a nationally recognized statistical rating organization utilized by the State Treasurer's Investment Division and must pass a credit evaluation by the investment staff. This evaluation may include a review of such criteria as geographic location, market perception, loan diversity, management factors, overall fiscal soundness, and the Community Reinvestment Act Rating. If, while holding a deposit, an institution is downgraded below acceptable levels by the State Treasurer or the State Treasurer's designee, the following steps shall be taken: Notify the Centralized Treasury and Securities Management Division, Collateral Management Section, to monitor collateral closely; review financials and update credit report; determine the appropriate plan of action, which may include early termination of the time deposit; or allow the time deposit to mature. Collateral must comply with Government Code section 16500 et seq. (bank deposits) and section 16600 et. seq. (savings and loans association and credit union deposits).

Commercial Paper – Commercial paper must be rated "Prime" quality as defined by a nationally recognized statistical rating organization utilized by the State Treasurer's Investment Division and must be issued by a federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, special purpose corporation, or limited liability company approved by the PMIB. Furthermore, these entities must be either (1) organized and operating within the United States and have total assets in excess of five hundred million dollars ($500,000,000) or (2) must be organized within the United States and have program wide credit enhancements, including, but not limited to, overcollateralization, letters of credit, or surety bonds. The approved investments will be regularly posted to the STO website.

Corporate Bonds/Notes – Securities must be issued by corporations (including banks) organized and operating within the United States and shall be within the top three ratings of a nationally recognized statistical rating organization utilized by the State Treasurer's Investment Division. The approved investments will be regularly posted to the STO website.

Foreign Government Bonds/Notes – Must be direct obligations of the government of a foreign country that the International Monetary Fund lists as an advanced economy and for which the full faith and credit of that country has been pledged for the payment of principal and interest. In addition, the securities must be rated investment grade or its equivalent, or better, by a nationally recognized statistical rating organization.

Money Market Mutual Funds – The money market mutual funds must invest in U.S. Treasury Securities, Agencies, Repurchases, or Reverse Repurchases as described by this Policy. The financial institutions issuing the shares must have at least five years of investment experience in these funds and have at least $10 billion in assets under management. In addition, money market mutual funds must have attained the highest ranking, or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations utilized by the State Treasurer's Investment Division.

Negotiable Order of Withdrawal (NOW) Accounts – The NOW will act as an intra-day cushion to accommodate unexpected cash flow irregularities. In lieu of late sales to cover unexpected increases in disbursements, or in lieu of late investment limitations to cover unexpected increases in revenues, the NOW will provide pre-market and post-market liquidity and investment flexibility. Institutions must be rated average or better by a nationally recognized statistical rating organization utilized by the State Treasurer's Investment Division and must pass a credit evaluation by the investment staff. All other conditions, regulations, or requirements associated with demand and time deposits will also apply.

Repurchases (RP) and Reverse Repurchases (RRP) – Repurchases and reverse repurchases are only done with an established and well-capitalized broker-dealer. A signed Security Loan Agreement and/or General Repurchase Agreement must be on file. A Repurchase Agreement may be either the STO General Agreement or Bond Market Association Standard Agreement.

U.S. Treasury Securities – U.S. Treasury Securities are backed by the full faith and credit of the Federal Government. Treasury Bills are maintained for liquidity, trading, and yield enhancement as the underlying security in a Reverse Repurchase transaction. Treasury strips and full coupon securities are purchased for average maturity preservation, liquidity, and trading.

Reporting

In accordance with Government Code section 16480.7, the State Treasurer is required to prepare and submit a monthly report of investment activity.

In accordance with Government Code section 16481.2(b), the State Treasurer is required to prepare and submit a quarterly report of investment holdings and market valuation to the PMIB.

Authorized Broker-Dealer

The State Treasurer shall transact business with a broker-dealer that meet the qualification criteria established by the State Treasurer. Investment staff will annually review each broker-dealer to ensure ongoing qualification. Investment staff is permitted to deal directly with the issuers of any securities that are authorized for purchase and meet all the qualifications of this policy.

Glossary

Agencies – Securities issued or guaranteed by U.S. federal government agencies and by government-sponsored enterprises (GSEs)—corporations created by Congress to foster a public purpose, such as affordable housing. Bonds issued or guaranteed by federal agencies are backed by the full faith and credit of the U.S. government.

Banker's Acceptance –Short-term credit investments created by a non-financial firm and guaranteed by a bank to make payment. Acceptances are traded at discounts from face value in the secondary market. Banker's acceptances are considered very safe instruments and are used extensively in foreign trade.

Bank Notes – Senior, unsecured promissory notes issued in the United States on either an underwritten or continuously-offered basis by domestic commercial banks. Bank Notes are very similar to CDs and represent senior debt of the bank that are on parity with all other senior obligations of the bank, except deposit liabilities or obligations that are secured or subject to any priorities or preferences.

Certificates Of Deposit (CD) – Issued by commercial banks and thrift institutions against funds deposited for specified periods of seven days or longer and earn specific rates of interest. Major banks and thrifts also issue variable rate CDs with maturities of up to five years. Variable rates are adjusted every 30, 90, or 180 days, and usually include a fixed spread to the benchmark rate for major bank CDs, as compiled and published by the Federal Reserve Bank of New York. Yankee CDs, also authorized by statute, are U.S. dollar-denominated CDs issued by foreign banks domiciled in the United States. Australian, Canadian, French, German, Japanese, Nordic, Swiss, and UK banks are active issuers of Yankee CDs.

Commercial Paper – Short-term discounted obligations with maturities ranging from one to 270 days issued by banks, corporations and limited liability companies. Commercial Paper can be issued directly or through a broker. Commercial paper is the only authorized investment with restrictions pertaining to the amount eligible for investments.

Corporate Bonds – Debt securities issued by a company instead of a government. Corporate bonds are a major way companies raise funds for their operations or for a specific project. The risk of a corporate bond for a bondholder depends on the creditworthiness of the issuing company.

Foreign Government Bonds/Notes – A bond issued in a domestic market by a foreign government in the domestic market's currency as a means of raising capital and to pay for services or other obligations.

Money Market Mutual Funds – A mutual fund that invests in highly liquid, near-term instruments and are considered low-risk investments that can be suitable for short-term investment goals.

Negotiable Order of Withdrawal (NOW Account) – A deposit account that pays interest on which checks may be written and are offered by commercial banks, mutual savings banks, and savings and loan associations.

Real estate mortgage investment conduits (REMICs) – A special purpose vehicle used to pool mortgage loans and issue mortgage-backed securities (MBS). Real estate mortgage investment conduits hold commercial and residential mortgages in trust and issue interests in these mortgages to investors. REMICs piece together mortgages into pools based on risk and issue bonds or other securities to investors.

Repurchase Agreements (Repo) – Consists of two simultaneous transactions. One is the purchase of securities by an investor from a bank or dealer. The other is the commitment by the bank or dealer to repurchase the securities at the same price at some mutually agreed upon future date. Most transactions are for maturities from one to three days.

Reverse Repurchases (Reverse Repo) –Matched sales-purchase agreements that are the opposite of a Repurchase Agreement. In this instance, the investor is the owner of the collateral, and the bank or dealer is the lender of money.

Supranationals – U.S. dollar denominated debt obligations issued by entities formed by two or more central governments to promote economic opportunity for the member countries.

Time Deposits – Interest-bearing deposits with specific maturities negotiated with California banks, savings and loans and credit unions. These deposits are secured by collateral pledged by the financial institution and in compliance with the Government Code. Required collateralization levels are monitored on a regular basis. In addition, financial institutions are evaluated for credit criteria.

U.S. Treasury Bills – A short-term (maturities up to a year), discounted government security (secured by the full-faith and credit of the U.S. government) sold through competitive bidding at weekly and monthly auctions. One-, three-, four- and six-month bills are auctioned weekly, and one-year bills monthly. Treasury bills are the most widely used of all government debt securities and are the primary instrument of Federal Reserve monetary policy.

U.S. Treasury Notes – Debt obligations of the U.S. government, issued at various schedules (monthly in most cases) and are intermediate securities with maturities from one to 10 years.

U.S. Treasury Strips – Originally issued by the U.S. Treasury in complete form as principal and interest obligations. Strips, or Zero Coupons as they are often referred, are the result of separating the interest obligation from the principal and trading the body of the bond and the individual coupon obligations as separate securities.

POOLED MONEY INVESTMENT ACCOUNT

PMIA Statutes

California Government Code Section 16430

Eligible securities for the investment of surplus moneys shall be any of the following:

a. Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

b. Bonds or interest-bearing notes or obligations that are issued by or fully guaranteed as to principal and interest by a federal agency or a United States government-sponsored enterprise, as defined by the Omnibus Budget Reconciliation Act of 1990 (Sec. 13112, Public Law 101-508: 2 U.S.C. Sec. 622(8)).

c. Bonds, notes, or other obligations of this state, or those for which the faith and credit of this state are pledged for the payment of principal and interest.

d. 1. Bonds, notes, or other obligations of a local government of this state, including, but not limited to, any of the following:
   A. A county.
   B. A city.
   C. A city and county.
   D. A metropolitan water district.
   E. A water district.
   F. A water storage district.
   G. An irrigation district.
   H. A municipal utility district.
   I. A school district.

   2. Bonds, notes, or other obligations eligible for investment pursuant to this subdivision shall be within the top three ratings of a nationally recognized statistical rating organization.

e. Bonds, debentures, or other obligations of any of the following:
   1. Issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended (12 U.S.C. Sec. 2001 et seq.).
   2. Issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended (12 U.S.C. Sec. 2001 et seq.).
   3. The Federal Home Loan Bank established under the Federal Home Loan Bank Act (12 U.S.C. Sec. 1421 et seq.).
   4. The Federal National Mortgage Association established under the National Housing Act, as amended (12U.S.C. Sec. 1701 et seq.).
   5. The Federal Home Loan Mortgage Corporation.
   6. Issued by the Tennessee Valley Authority under the Tennessee Valley Authority Act, as amended (16 U.S.C. Sec. 831 et seq.).
   7. Guaranteed by the Commodity Credit Corporation for the export of California agricultural products under the Commodity Credit Corporation Charter Act, as amended (15 U.S.C. Sec. 714 et seq.).

f. Bonds, notes, warrants, and other securities not in default that are the direct obligations of the government of a foreign country that the International Monetary Fund lists as an advanced economy and for which the full faith and credit of that country has been pledged for the payment of principal and interest, if the securities are rated investment grade or its equivalent, or better, by a nationally recognized statistical rating organization. Securities eligible for investment pursuant to this subdivision shall satisfy all of the following:
   1. Be United States dollar denominated with a maximum maturity of five years or less, and eligible for purchase and sale within the United States.
   2. The combined par value of all of the investments authorized by this subdivision do not exceed 1 percent of the total par value of Pooled Money Investment Account assets at the time of purchase.
   3. The government of the foreign country issuing the securities submits to the jurisdiction of a federal or state court in the United States when disputes arise related to the investments.

g. 1. Commercial paper of "prime" quality as defined by a nationally recognized statistical rating organization that rates these securities, if the commercial paper is issued by a federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company that is approved by the Pooled Money Investment Board as meeting the conditions specified in either subparagraph (A) or subparagraph (B):
   A. Both of the following conditions:
      i. Organized and operating within the United States.
      ii. Having total assets in excess of five hundred million dollars ($500,000,000).
   B. Both of the following conditions:
      i. Organized within the United States as a federally or state-chartered bank or a state-licensed branch of a foreign bank, special purpose corporation, trust, or limited liability company.
      ii. Having programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

   2. A purchase of eligible commercial paper shall not do any of the following:
   A. Exceed 270 days maturity.
   B. Represent more than 10 percent of the outstanding paper of an issuing federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company.
   C. Exceed 30 percent of the resources of an investment program.

3. At the request of the Pooled Money Investment Board, an investment made pursuant to this subdivision shall be secured by the issuer by depositing with the Treasurer securities authorized by Section 53651 of a market value at least 10 percent in excess of the amount of the state's investment.

h. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as banker's acceptances, that are eligible for purchase by the Federal Reserve System.

i. Negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union. For the purposes of this section, negotiable certificates of deposits are not subject to Chapter 4 (commencing with Section 16500) and Chapter 4.5 (commencing with Section 16600).

j. The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

k. Bank loans and obligations guaranteed by the Export-Import Bank of the United States.

l. Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1001 et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20U.S.C. Sec. 1087-2).

m. Obligations issued, assumed, or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the International Finance Corporation, the Government Development Bank for Puerto Rico, the European Bank for Reconstruction and Development, or the European Investment Bank.

n. Bonds, debentures, and notes issued by corporations organized and operating within the United States. Securities eligible for investment pursuant to this subdivision shall be within the top three ratings of a nationally recognized statistical rating organization.

o. Negotiable Order of Withdrawal Accounts (NOW Accounts), invested in accordance with Chapter 4 (commencing with Section 16500).

p. Shares of any money market mutual fund subject to registration by, and under the regulatory authority of, the United States Securities and Exchange Commission, provided that all of the following conditions are met:

1. The money market mutual fund invests in securities and obligations described in one or more of the following: subdivision (a), (b), or (e) of this section or repurchase agreements or reverse repurchase agreements described in Section 16480.4.

2. The financial institution issuing shares of the money market mutual fund has at least five years of experience investing in the types of securities and obligations being purchased by the state and has assets undermanagement in the money market mutual fund in excess of ten billion dollars ($10,000,000,000).

3. The money market mutual fund has attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

4. The financial institution does not impose a commission on the purchase or sale of fund shares by the state.

5. The state does not purchase more than 10 percent of a money market mutual fund's total assets.

6. The state does not invest more than 10 percent of the Pooled Money Investment Account's funds in any single money market mutual fund meeting the requirements of this subdivision.

California Government Code Section 16480.4

a. Amounts available for investment under this article may be invested and reinvested by the State Treasurer in any securities described in Sections 16430 of this code or in loans to the General Fund as provided in Section 16310 of this code. Such securities may be sold by the State Treasurer or exchanged by him for other securities of the kind authorized to be purchased hereunder, if, in his discretion, such sale or exchange appears to be in the best interests of the state. The State Treasurer may enter into repurchase agreements or reverse repurchase agreements of any securities described in Section 16430.

b. The State Treasurer may hire or engage the services of an investment analyst to assist in such investment decisions.

c. For purposes of this section, the term "repurchase agreement" means a purchase of securities by the State Treasurer pursuant to an agreement by which the seller will repurchase such securities on or before a specified date and for a specified amount.

d. For purposes of this section, the term "reverse repurchase agreement" means a sale of securities by the State Treasurer pursuant to an agreement by which the State Treasurer will repurchase such securities on or before a specified date and for a specified amount.

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PMIA/LAIF Performance Report as of 1/17/24

Quarterly Performance Quarter Ended 12/31/23

LAIF Apportionment Rate[2]:	4.00
LAIF Earnings Ratio[2]:	0.00010932476863589
LAIF Administrative Cost[1]*:	0.29
LAIF Fair Value Factor[1]:	0.993543131
PMIA Daily[1]:	3.96
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	230

PMIA Average Monthly Effective Yields[1]

December	**3.929**
November	3.843
October	3.670
September	3.534
August	3.434
July	3.305**

Pooled Money Investment Account Monthly Portfolio Composition [1] 12/31/23 $158.0 billion

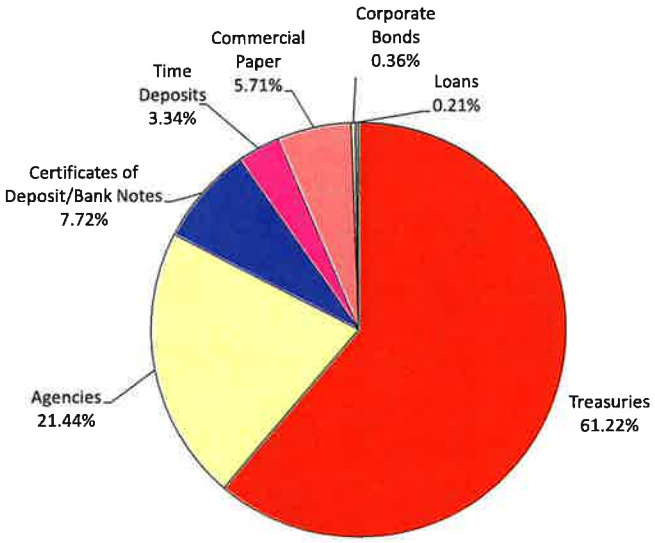


Chart does not include $2,164,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

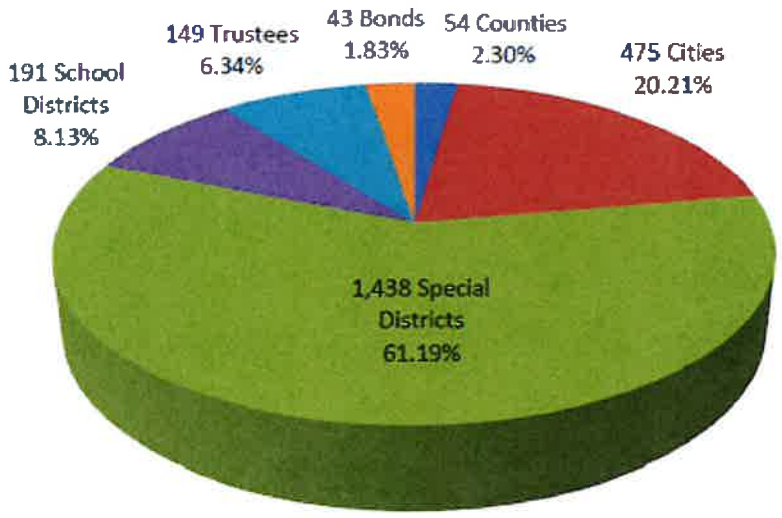
Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

*** Revised*

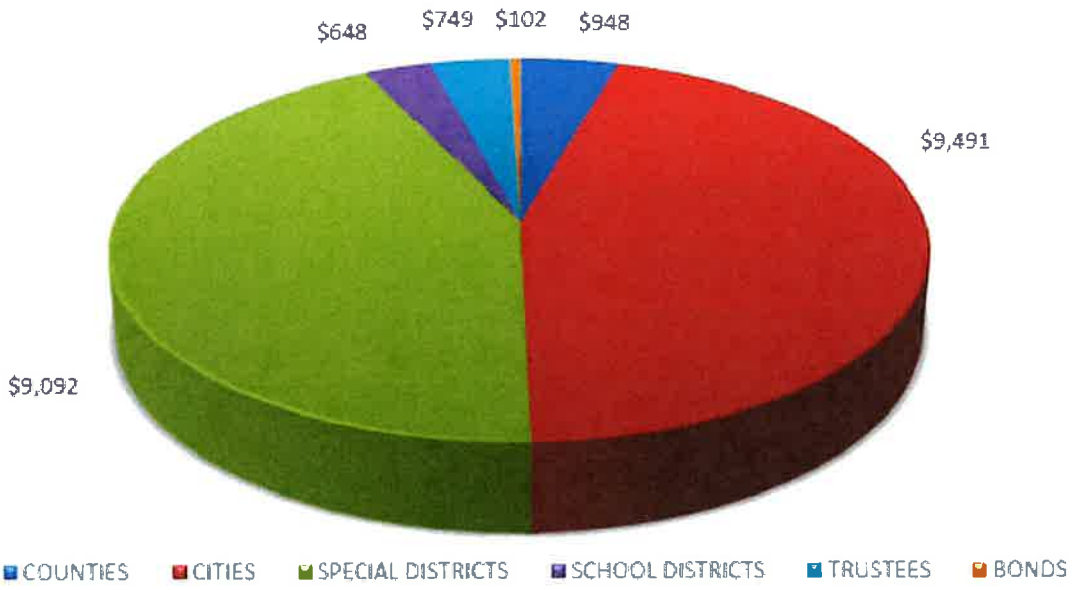
Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

LAIF STATISTICS AS OF 12/31/23
2,350 Agencies



LAIF Balance by Type as of 12/31/2023

Total $21 billion
(chart dollers in millions)



Percentages may not total 100% due to rounding.

LOCAL AGENCY INVESTMENT FUND

Current Local Investment Advisory Board (LIAB) Members

Fiona Ma, CPA
State Treasurer

Background: Ms. Fiona Ma was elected California State Treasurer in November 2018. She previously served as Chair and Vice Chair of the California State Board of Equalization from 2015 to 2019, representing more than nine million taxpayers. There, she led historic reforms to increase efficiency and transparency at the agency. As a state legislator, she was the first and only Asian-American woman ever elected California Assembly Speaker pro Tempore, the second-highest ranking office in the Assembly. During her time as a legislator, she passed landmark legislation to ban toxic chemicals in children's toys, protect small business-owners and expand opportunities for homeowners. She previously served as a San Francisco Supervisor.

Read More...

Walter Hall
Retired Director
Royal Bank of Canada

Walter Hall has 46 years of bond market experience. His roles included: Institutional Fixed Income Sales, Branch Manager, Regional Manager, and for the last decade, a Director with RBC Capital Markets. He has had the honor of serving the investment needs of the California Pooled Money Investment Account (PMIA) from 1976 until his retirement January, 2019. Mr. Hall has been a long term associate member of the California Municipal Treasurers Association (CMTA) and the California Association of County Treasurers and Tax Collectors (CACTTC), serving a term as the associate chair on the CACTTC executive board. Throughout his long career working with a wide range of public clients, he has learned well the maxim of safety, liquidity and yield.

Mario C. Ignacio, MBA CFA
Retired Assistant CFO & Treasurer
Los Angeles Department of Water & Power

Mario Ignacio has over 30 years of extensive training and experience in the field of investment and finance. He was the Chief Accounting Employee and Assistant CFO & Treasurer for the Department of Water & Power of the City of Los Angeles (LADWP). In that role, he had overseen and directed the management of special trust funds in excess of $1 Billion with differing objectives and constraints to maximize yield and minimize risk and formulated various financial policies and procedures for the administration of financial and accounting functions. From 2010 until his retirement in March 2021, he served as an ex-officio Board Member of the Water & Power Employees Retirement Plan (WPERP) with over $15 Billion in assets and 21K participants. He also directed the management and administration of LADWP's $15.5 Billion debt portfolio and $2 Billion of its off-balance sheet debt as well as implemented debt restructuring strategies that provided significant reduction in long term debt that yielded significant savings to the city's ratepayers. Mario received his Bachelor's Degree in Business Administration and Accountancy frm the University of the Philippines (cum laude) and holds a Master's Degree in Business Administration from the University of Southern California. Mario Ignacio is a CFA® charterholder and has been a long-time member of the Los Angeles Society of Financial Analysts and CFA Institute.

Amy Lee
Founder of 3S LLC

Amy Lee is currently the founder of 3S LLC, a strategic consulting firm covering regulatory matters in areas of land use, finance and compliance. Prior to 2013, she has served for over 16 years for the City and County of San Francisco in various capacities in the Mayor's Budget and Finance office, as the Assistant Director and Director of the SF Building Department and the Deputy Executive Director for the SF Redevelopment Agency and its successor, Office of Community Investments and Infrastructure. In that role, she invested and participated in the Local Agency Investment Fund and was the Vice President of the Private Investment Development Corporation, an auxiliary agency that invested with private real estate and economic development partners. Amy holds a Master's Degree in Public Policy from Georgetown University and a juris doctor from Northeastern University School of Law. She was previously a member of the NY and MA Bars.

Rafi Manoukian
City Treasurer
City of Glendale

Rafi Manoukian was elected as the City of Glendale City Treasurer in 2013 and is currently serving in that capacity managing a portfolio of $800 million and the City's cash flows. Prior to this position, Mr. Manoukian served as a Councilmember from 1999 to 2007 and from 2011 to 2013. He also served as Mayor of Glendale twice in 2002 and in 2005. Mr. Manoukian is a Veteran of the US Air force and has received the Air Force Commendation Medal. He is a CPA by profession, earned his Bachelor's degree from Cal State Northridge in Economics and his MBA from Cal State Dominguez Hills. He has been married for 32 years to Zovig Manoukian and has three children Solene, Narek and Niary.

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MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (4)

Meeting Date: February 14, 2024

Action: **APPROVE 2024 LEGISLATIVE PLATFORM**

Motion: Move to approve the 2024 Legislative Platform

Background:

The March Joint Powers Authority has successfully redeveloped more than 60 percent of its properties, by fostering successful public-private partnerships for the development with public and private partners.

Located within the heart of western Riverside County and under the joint leadership of the Riverside County Board of Supervisors and City Councils of Moreno Valley, Perris, and Riverside, the March JPA is home to one of the most sustainable and progressive business centers within California.

Within the past 11 years (FY 2012-13 through FY 2023-24), the following entities received tax increment from assessed valuation placed on the property tax rolls as well as land sales revenues:

a. **Riverside County = $52.48 Million Total**
    i. $48.6 Million (tax increment)
    ii. $3.875 Million (land sales revenue)
b. **Moreno Valley = $7.58 Million Total**
    i. $3.7 Million (tax increment)
    ii. $3.875 Million (land sales revenue)
c. **City of Riverside = $3.88 Million Total**
    i. $6,003 (tax increment)
    ii. $3.875 Million (land sales revenue)
d. **City of Perris = $3.875 Million Total**
    i. $0 (tax increment)
    ii. $3.875 Million (land sales revenue)

Within the same time period (FY 2012-13 through FY 2023-24), the March Air Reserve Base and March Joint Powers Authority completed the following joint projects through community partnership agreements and collaborations:

a. Heacock Channel (10,500 LF) = $18+ Million (Completed in 2018)

i. Removed 400+ residents near the Base from a flood zone;
ii. Protects over 500 acres of federal and non-federal properties from flood events;
iii. Protects federal landfill and groundwater monitoring wells from erosion;
iv. Protects public streets and local businesses from flooding.

b. Pressure Reducing Valve = $4 Million (Completed in 2023)

i. Partnership with Department of Defense, Western Municipal Water District, March JPA and JPA private partners to replace water infrastructure to MARB;
ii. Increase water pressure to MARB with ongoing improvements within the cantonment area by Western Municipal Water District.

c. Joint Use / Water / Gas / Energy Infrastructure = $3.2 Million (Ongoing)

i. MIPAA payments to MARB per Joint Use Agreement (Ongoing) = $744,000 (YTD)
ii. Joint Energy Study for Resiliency and Redundancy (In Progress) = $425,000
iii. Gas system update outside cantonment area (In Progress) = $2 Million

d. Cactus Channel = $27 Million (Please see following discussions)

e. Lateral B (11,000 LF) = $12 Million (Please see following discussions)

The following are the federal legislative priorities for March Joint Powers Authority.

Federal Budget and Authorizations

DOD Funding

March JPA supports robust funding for the Department of Defense. March JPA remains interested in constantly monitoring the federal budgetary and appropriations process in order to achieve March JPA's missions and objectives and to support March Air Reserve Base. As the Base begins to implement new missions or activities based on changes to strategy and the appropriations that may come, March JPA will continue to advocate for activities and projects at March Air Reserve Base and in our larger community.

The March JPA should continue to advocate for funding priorities contained within the FY25 budget request as well as the inclusion of JPA objectives in the FY25 appropriations process. The March JPA will also closely monitor the FY25 Budget and Appropriations processes and provide input and advocacy to our Congressional Delegation and relevant Agency officials when necessary.

Defense Community Infrastructure Program

Sustaining our nation's defense infrastructure is critical to maintaining the competitive edge of our force. Much of the burden for providing essential municipal services and infrastructure (i.e., roads, utilities, transit, railways, ports, emergency response and social services) to military installations, service members and their families falls on state and local governments. With no current federal funding available to help communities, in many cases, these critical off-base, military-connected services and infrastructure projects do not happen at all. The Defense Community Infrastructure Program (DCIP) allows DoD to work with state and local governments by providing a matching grant to address the critical off-base infrastructure needs that have a direct impact on the military value and resiliency of installations. March JPA has and will continue to advocate for increasing funding to the level of at least $100 million. These funds provide additional opportunities for defense communities around California to continue to assist our military installations and to promote national security and regional objectives.

KC – 46 Bed Down Mission

In January of 2022, Air Force officials pegged March Air Reserve Base as the preferred location for the KC-45 Pegasus bed down mission. The fleet would replace older KC-135 tankers with the expectation that the new aircraft would begin operation at the Base in 2025 will full operations anticipated in 2027. As MIPAA experiences growth on its two airport parcels over the next few years, it is anticipated that military missions will take priority pursuant to our joint use agreement with the Air Force. MJPA is working jointly with MARB leadership on its 2024 Airport Master Plan and Airport Layout Plan to ensure that proposed runway and taxiway improvements are mutually beneficial to federal and non-federal uses. Through its public-private partnerships MJPA will continue to coordinate improvements on non-federal lands that would be of benefit to the KC-46 mission, and other military missions, at March.

March JPA will ask Congressional representatives to fully fund DCIP at the authorized level of $100M for FY25 and to work with DoD and Congress on the criteria for the program. This investment will not only directly enhance the critical military value of MARB, but it will also have a larger impact by leveraging state, local, private sector, and even other federal investments through a matching requirement. This could result in an estimated $300-$400M total impact nationwide. This is an infrastructure plan that prioritizes national security.

Flood Control

Cactus Drainage Channel – Approximately $27 million – Engage with USDA for $3.412M

The Cactus Channel is a regional natural bottom drainage facility located along the northerly boundary of March Air Reserve Base (MARB) and March JPA. The channel is surrounded by areas designated by FEMA as Zone A. Storm flows within Cactus Channel negatively impact surrounding areas and result in road closures along and around MARB properties as well as surrounding communities. The undersized condition of the channel has resulted in swift water rescues during major storm events. While the Cactus Channel carries flows that directly tie

into the Heacock Channel Project, improving the facility contemporaneously with the Heacock Channel Project was not feasible due to the excessive construction and environmental mitigation costs. As such, the local agencies and MARB are improving the two channels separately and as funds become available. The Cactus Channel has multiple ownership interests requiring maintenance by each of the owners and such maintenance activities require ongoing permitting by the Army Corps of Engineers, the California Department of Fish & Wildlife as well as the Santa Ana Regional Water Quality Board. Rainfall as small as five-year events continue to undermine the condition of the channel, the sustainability of neighboring City of Moreno Valley (Moreno Valley) storm drain facilities and contribute to an ongoing waterfowl issue near MARB. The unimproved nature of the channel is also contributing to the continued deterioration and failure of certain storm outlets within the City of Moreno Valley. As with the Heacock Channel Project, the improvement of the Cactus Channel will require a cooperative effort between MARB, Riverside County Flood Control and Water Conservation District (RCFCWCD), March JPA and the City of Moreno Valley. One other agency that will be involved in the Cactus Channel Improvement Project is the USDA Forest Service, which owns approximately 55-acres adjacent to Cactus Channel. A portion of the USDA parcel houses a 10-acre CalFire Headquarters facility. While the USDA parcel is designated as an important asset for public emergency services, it is encumbered during storm events where water flows limit or prevent access to and from the parcel. As with the USDA Forest Service parcel, MARB and the privately-owned K-4 parcel contribute to the overall health of economic viability in the region. As such, these critical public facilities must be protected from all man-made and natural threats that include the neighboring undersized channel.

The U.S. Forest Service Regional Office and Headquarters in D.C. support the issuance of Cactus Avenue channel easements to Riverside County Flood Control District for construction and maintenance. The JPA will continue to work with USDA/USFS to define needed easements and funding that supports the completion of this project.

Lateral B West March Master Drainage Improvements - Approximately $12 million (Fully Funded)

Meridian Business Park, Riverside National Cemetery and Westmont Village (formerly Altavita Village) convey onsite stormwater flows to the northwest corner of Van Buren Boulevard and the I-215 freeway. Riverside National Cemetery and Westmont Village convey flows to four existing culverts south of Van Buren Boulevard and north of Western Municipal Water District's sewage treatment plant. These stormwater flows travel east, through culverts, under the I-215 freeway and outlet onto March Air Reserve Base.

The West March Master Drainage Plan is a five-phase project and design which will ultimately reroute and convey these onsite flows outside March Air Reserve Base to Perris Valley Storm Drain Lateral B.

Phase I: Consists of a series of regional detention basins in Meridian Business Park that have already been constructed.

Phase II: Consists of 2,500 linear feet of storm drainpipe south of Van Buren Boulevard and will tie into existing culverts. A private developer will fund the improvements.

Phase III: Consists of a regional drainage channel on private development that will convey stormwater flows to the southeast corner of Parcel D2.

Phases IV and V: Consist of an underground reinforced concrete box that will convey flows to Riverside County Flood Control's Lateral B channel (Perris Valley Storm Drain) south of the Base. The project is fully funded between March JPA, JPA private partners and Riverside County Flood Control. Project design is complete and easement approval by the Base is in progress. Construction to start in 2024 provided construction and maintenance easements are obtained from the Base.

The March JPA will continue to work closely with MARB and Riverside County Flood Control and Water Conservation District to finalize easements for improvements.

Joint Use Airport Authority

Joint Military-Civilian Airport

Subsequent to the March Air Force Base realignment as an Air Reserve Base in 1995, the March Joint Powers Authority established a civil airport authority, March Inland Port Airport Authority (MIPAA), to manage 365 acres of surplus military property on the airfield. The MIPAA was, and still is, subject to the terms and conditions of a Joint Use Agreement (JUA) between the MJPA and the Air Force, for the joint use of MARB's flying facilities. These shared facilities include the control towers, taxiways, navaids, and runways, as well as maintenance of facilities. MIPAA financially contributes to the maintenance of flying facilities through a portion of its landing fees collected through its users. March Inland Port services contract civil aircraft operators that move Army troops by providing fueling and custodial services through its fixed base operator, Million Air. The FAA continues limited AIP grant funding for capital improvement and planning efforts. MIPAA is designated as a "Reliever" airport in the National Plan of Integrated Airport Systems (NPIAS).

Successfully managing any competitive, service-oriented public organization requires a clear set of goals that define customer experiences and stakeholder expectations. The following goals for future growth at MIP:

- Maintain strong working relationships with the March Air Reserve Base.

- As a reliever airport within the FAA's National Plan of Integrated Airport Systems (NPIAS), develop strong partnerships with Ontario International Airport (ONT) and San Bernardino International Airport (SBD).

- Complete Master Airport Plan (currently underway and funded by the FAA) in 2024 to and facilitate future development and air service, as well as make improvements to taxiways and infrastructure as approved by MARB.

- Develop new strategies for possible FAA and DOD collaboration on capital improvements at the base – a possible project may be refurbishment of Runway 12/30.

- Expand Foreign Trade Zone (FTZ 244) to include all of western Riverside County.

- Bring Customs to the airport (Port of Entry Status).

- Expand air cargo operations through the completion of a parcel D-1 development and consistent with Joint Use Agreement terms.

- Improve public service offerings at the general aviation facility through the construction of two approved 10,000 square foot hangars.

March JPA's March Inland Port Airport is a beneficiary of the FAA's Airport Capital Improvement Program (AIP) and, previously, Military Airport Program (MAP). MIPAA is developing its first airport masterplan which will provide a 20-year outlook and roadmap that will define opportunities for infrastructure projects and new development at the airport. The airport is experiencing growth through the development of its parcel D2 for non-aviation use, which is designed and sited at the airport to allow for future access to the main runway for future aviation operators. Expansion of air cargo operations at the airport would be made possible through a new air cargo facility planned on Parcel D1. Private developments at the airport on parcels D1 and D2 would introduce revenues that would allow for infrastructure improvements and refurbishment for MIPAA, as well as support revenues for the March Air Reserve Base pursuant to the joint use agreement with the Air Force.

Airport Funding - FAA Capital Improvement and Planning Grants

Previous FAA grant funding provided MIPAA with a host of environmental, design and construction projects. To date, MIPAA has received (16) sixteen grants that supported construction of an aviation fuel facility, rehabilitation of an aircraft parking apron, independent utility service to the civil airport, an executive terminal, and a host of planning, environmental and design grants.

This year, MIPAA has embarked on a much-needed Airport Master Plan (MP) and updated Airport Layout Plan (ALP). Looking out to the future, the MP will identify infrastructure requirements that will lay the foundation for future growth that would support future grant applications.

For planning and new construction efforts, MIPAA has relied on non-discretionary entitlement funds by the FAA. MIPAA has been in MAP on two occasions and has now graduated to AIP. It should be noted that MIPAA does not currently have a MAP eligible project, however the preparation of an airport master plan could result in MAP eligible projects. MIPAA's 2024 -2029 ACIP totals $14,583,00 over the 5-year period.

Preserving and Expanding the Economic Viability of March Air Force Reserve Base

Identifying Missions and Activities to Support the Base and Siting Decisions to the Inland Empire

March Air Force Base converted to March Air Reserve Base on April 1, 1996, which resulted in the surplus of approximately 4,400 acres of property and a number of buildings. Base realignment resulted in a significant impact to the local economy, including direct losses of

military and civilian jobs, loss of contract spending by the base, and loss of indirect economic activity because of the changes. Throughout its 25 years in existence, March JPA has worked in coordination with MARB to identify missions and activities in support of the base and to encourage base sitting in the inland empire.

Monitoring and Protection of MARB Missions from a Possible Future BRAC Round

To date, five Base Realignment and Closure (BRAC) rounds have been conducted. With each round, the process of identifying bases for closure or realignment has become more streamlined. In 2005, information known as data calls was collected by Department of Defense (DoD) evaluators across 41 selection criteria covering 1,831 specific questions for Air Force commands. However, critical information pertaining to a base's tenant commands is still not adequately captured and reported to DoD evaluators. For example, multiple reserve units are tenants at MARB but these units report as independent islands through their own chain of command. Consequently, it appears these 'islands' have no troop amenities (i.e. gymnasium, commissary, etc.) because MARB reports the amenities as part of its own data call responses. There is a potential threat of losing tenant units in future BRAC rounds due to this discrepancy.

To the extent that the Congress acts on this subject, and if the DoD budget request includes a call for a BRAC, the March JPA is willing to provide its expertise and offer suggestions to improve a BRAC process to protect bases, enhance missions, and ensure more efficient transfers of property to local governments and authorities.

Due to the importance of the joint airfield and military operations, it is critical to closely monitor budget reductions on MARB activities as well as calls for reduced base inventory. In addition, MARB and MJPA have a collective economic output of over $10 billion within the Southern California region according to a 2023 study. Because of the regional economic importance of retaining units and growing missions at MARB, March JPA should encourage DoD personnel to re-evaluate data reporting criteria to accurately capture all units and amenities with each tenant/host command whether located within or adjacent to the cantonment area. Further, the March JPA as a beneficiary to the Air Force should provide information and comments to Congress on BRAC, if it moves forward through the legislative process.

Non-Funding Issues

Village West Road Extension

In 2017, the March Joint Powers Authority initiated proceedings to sell the General Old Golf Course to the Veterans Administration to incorporate the property into Riverside National Cemetery (RNC). As part of the consideration to sell, approximately 12.3 acres of Right-of-Way would be dedicated by RNC to the County to extend Village West Drive south, through the cemetery to connect to Nandina Avenue. In 2019, the sale of the General Old Golf Course was finalized. In January 2020, the California Environmental Quality Act (CEQA) analysis commenced, which determined the potential environmental impacts of the Village West Drive extension. On January 27, 2021, the Joint Powers Commission adopted a Statement of Overriding Considerations, certifying the Meridian South Campus Specific Plan and Village West Drive Extension Project Final Subsequent Environmental Impact Report (SCH# 2020059028), and adopted a Mitigation Monitoring and Reporting Program for the Meridian South Campus Specific

Plan and Village West Drive Extension Project. Additional entitlements included the construction of the Village West Drive extension pending approval of a construction easement by the United States Department of Veterans Affairs (VA). The Village West Drive extension would include improvements to and the extension of Village West Drive to provide a through connection between Van Buren Boulevard to the north and Nandina Avenue to the south. To facilitate the VA's planned expansion of the Riverside National Cemetery, the Village West Drive extension street improvements will include an underpass. On April 20, 2021, the developer Meridian Park, LLC. submitted an application and fees to begin the National Environmental Policy Act (NEPA) document preparation for the construction easement needed for the extension of Village West Drive.

In anticipation of the future road extension, March JPA is coordinating street design plans and construction schedule with Riverside County and the Veterans Administration. March JPA will continue to seek assistance in securing construction easements and permanent right-of-way dedications from the Veterans Administration to the County of Riverside.

Navy Operational Support Center – CA Youth Challenge Program

The Navy Operational Support Center (NOSC) completed their site on base in August of 2019 and transferred their former NOSC building at 23570 Z Street to the March JPA in the Spring of 2021. The transfer was accepted by the Commission at their June 9, 2021 meeting. In March of 2022, the CA Army National Guard (CAARNG) contacted the March JPA regarding the Guard's interest in housing a Youth Challenge Academy at March. The Guard's vision through its youth academies is to "Empower the Cadets and Scholars entrusted to our care to set their own conditions for a successful future". CAARNG's closest Youth Challenge Academy ("Sunburst") is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. The project could yield a $30 million investment in the region with possible collaborations with Moreno Valley Unified School District and the Riverside County Office of Education. On January 11, 2023, the Commission approved an Exclusive Negotiating Agreement between the March Joint Powers Authority and the CAARNG for the NOSC building. The ENA was later modified to include the California Military Department (CMD) which includes the office of the Adjutant General, CAARNG, the CA Cadet Corps and the Naval Militia. CMD completed their assessment of the site in late 2023 and are now working toward funding opportunities for planning and construction.

March JPA supports federal funding opportunities available to the Youth Challenge Program. March JPA stands ready to support the Youth Challenge Program at March.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (5)

Meeting Date: February 14, 2024

Action: **AUTHORIZE COMMISSION MEMBERS AND CHIEF EXECUTIVE OFFICER TO TRAVEL AND ATTEND THE FOLLOWING 2024 ADVOCACY TRIPS: 1) ASSOCIATION OF DEFENSE COMMUNITIES NATIONAL SUMMIT IN WASHINGTON DC; 2) ASSOCIATION OF DEFENSE INSTALLATION INNOVATION FORUM IN SAN ANTONIO, TX; AND 3) MARCH JPA LEGISLATIVE TRIP TO WASHINGTON DC**

Motion: Move to authorize Commission Members and Chief Executive Officer to travel and attend the following 2024 advocacy trips: 1) Association of Defense Communities National Summit in Washington, DC; 2) Association of Defense Installation Innovation Forum in San Antonio, TX; and 3) March JPA Legislative Trip to Washington, DC.

Background:
The March Joint Powers Authority is the federally recognized local redevelopment agency for the March Air Force Base reuse plan and is a member of the Association of Defense Communities (ADC). The following ADC conferences are critical in growing connections within federal agencies. Approval is recommended for the following ADC conferences and attendees:

1) Association of Defense Communities National Summit, Washington DC April 8 – 10, 2024. Attendees: Chair Edward Delgado; Former Chair Chuck Conder; CEO

2) Association of Defense Communities Installation Innovation Forum, San Antonio TX October 28 – 30, 2024. Attendees: Chair Edward Delgado; Vice Chair Michael Vargas; Former Chair Chuck Conder; CEO

The MJPA's annual legislative trip to Washington DC allows the Authority to meet with legislators and federal officials that are involved in issues and funding priorities that are of interest to March. Key agencies include the FAA; OLDCC; AFRC; Customs; VA and USDA to name a few. This year's legislative trip is scheduled from April 15 – 18, 2024. In alignment with the timing of this year's ADC's National Summit, and in accordance with the JPA's travel budget, staff recommends attendance by Chair Edward Delgado; former Chair Chuck Conder; Vice Chair Michael Vargas and the CEO.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (6)

Meeting Date: February 14, 2024

Action: **APPROVE, PURSUANT TO THE MARCH LIFECARE CAMPUS SPECIFIC PLAN PROGRAM EIR AND FINDINGS UNDER STATE CEQA GUIDELINE SECTION 15162, A 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**

Motion: Move to approve, pursuant to the 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, authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination.

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

The Fifth Amendment was previously scheduled at the January 10th, 2024 JPC meeting but was continued to allow staff and the applicant time to modify language that would accommodate comments provided by the Technical Advisory Committee at their January 8th, 2024 meeting. TAC comments are summarized herein.

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.

The TAC at their January 8th meeting recommended that the developer be required to pay the full $3,000,000 in lieu fee on or before July 1st, 2024, for the Cactus Channel crossings. However, staff acknowledged that the March LifeCare development was not conditioned to pay fees toward

Cactus channel improvements and the payment plan would still yield $3,000,000 toward the project that was not previously anticipated when the project was originally entitled in 2010. As such, JPA recommends approval of the payment plan as outlined within the 5th Amendment.

The Developer previously desired to develop the SCE substation at an alternative location that differs from the location originally contemplated in Exhibit D-II of the DDA ("SCE Substation Relocation"); however, since the TAC meeting their position seems to have shifted. As Developer possesses the experience necessary to develop the SCE Substation, Developer would be responsible with required coordination with Southern California Edison and March Joint Powers Authority permitting divisions on completing said development, in satisfaction of Developer's obligations under Exhibit D-II of the DDA.

The TAC at their January 8th meeting expressed concern on the vagueness of the Force Majeure language within the agreement as it pertains to the construction of the required SCE substation. Clarification has been added within Section 8 of the agreement as follows: "Developer hereby waives the right to assert the existence of any force majeure event in connection with the completion of the SCE Substation, including without limitation events related to the approvals, environmental studies related to the proposed relocation of the SCE Substation described herein".

The Clarification and Amendment would facilitate the continued development of the March 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)
3) 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 (**"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 to 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 Crossings 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 Crossings 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's 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(s) 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**"); (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**"); (3) complete construction of a traffic signal at the intersection of Cactus Avenue and Riverside Drive on or before October 3, 2024 as shown on Exhibit D-II of the DDA ("Traffic Signal"); and (4) complete construction of the SCE Substation on or before October 3, 2024 as shown on Exhibit D-II of the DDA. Developer and Authority agree, in lieu of completing the Crossings, Developer shall pay into an escrow account under Authority's control (**"Escrow Account"**) the sum of three million dollars ($3,000,000.00) ("**In Lieu Funds**"), in the manner described in Paragraph 6 below, to cover the cost of construction of the Crossings and a portion of the Authority's contribution toward the completion of the Cactus Channel. Developer's obligations to complete construction of the Traffic Signal and SCE Substation under the DDA remain unchanged.

6. Use of Escrow Account. Developer shall deposit the In Lieu Funds into 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. The In Lieu Funds 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 Paragraph 5 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 both (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. Disbursement of any Reimbursable Funds payable to Developer shall be issued to Developer within 30 days of Authority's receipt from Developer of a written request for reimbursement accompanied by reasonable documentation and copies of receipts in support of the amount requested. 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 proposed relocation of the SCE Substation may require Developer to obtain further governmental and other approvals and conduct environmental studies, including without limitation in compliance with the California Environmental Quality Act. Developer hereby agrees to reimburse the Authority within 30 days of receiving an invoice from the Authority for all third-party costs and fees (including Attorneys' fees) incurred by the Authority related to the proposed 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. Notwithstanding any other provision to the contrary contained in this Fifth Amendment or the DDA, Developer hereby waives the right to assert the existence of any force majeure event in connection with the completion of the SCE Substation, including without limitation events related to the approvals, environmental studies related to the proposed relocation of the SCE Substation described herein.

9. No Other Modification. Except as modified herein, all other terms of the DDA, including without limitation, the remainder of Exhibit D, 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, and payment by Developer of any costs and fees payable by Developer to Authority, 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 herein 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) or to make the payments in Paragraphs 5 and 8 to Authority when due shall be deemed a default under the DDA entitling 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. Time of the Essence. Time is of the essence with respect to the Parties' performance of each and every obligation set forth herein.

11. 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

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)

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
01AC60A9211 4B0...
ALL COPYRIGHT OF OWNER 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

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AUTOGRAPH OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE

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

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or ☒ Riverside County Clerk Address: Click to enter address	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:	☒ Office of Planning and Research 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above) Not Applicable	
		Address: Click enter address	
		Contact:	Click to enter contact
		Phone:	Click to enter phone no.

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
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name): The 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.
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 [☐ will ☒ will not] have a significant effect on the environment.	
2. ☒	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
☐	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
3. ☐	Mitigation measures [☒were ☐ were not]made a condition of the approval of the project.	
4. ☐	A Mitigation Monitoring or Reporting Plan [☒ was ☐ was not] adopted for this project.	
5. ☐	A Statement of Overriding Considerations [☒ was ☐ was not] adopted for this project.	
6. ☐	Findings [☒ were ☐ 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

Date: February 14, 2024	_____ **Signature** **Name: Grace I. Martin** **Title: Chief Executive Officer**
Date Received for Filing: Click or tap to enter a date.	

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

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA – Public Hearing
Agenda Item No. 10 (1)

Meeting Date: February 14, 2024

Action: **CONSIDER THE FOLLOWING ACTIONS AS IT PERTAINS TO THE UNITED STATES VETERANS HOUSING CORPORATION'S REQUEST INVOLVING THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN AREA LOCATED ON 7.75 GROSS ACRES AT THE LOCATED AT THE SOUTHWEST CORNER OF N STREET AND 6TH STREET, JUST SOUTH OF THE MARCH LIFECARE SPECIFIC PLAN AREA: 1) ADOPT RESOLUTION JPA 24-01, ADOPTING A CEQA ADDENDUM TO THE CERTIFIED MARCH LIFECARE CAMPUS SPECIFIC PLAN FINAL PROGRAM EIR (SCH #2008071021) IN SUPPORT OF THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN, APPROVING PLOT PLAN 10-02, AMENDMENT #1, SUBJECT TO CONDITONS OF APPROVAL FOR THE DEVELOPMENT OF THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN PROJECT; AND; 2)APPROVE A GROUND LEASE AGREEMENT BETWEEN THE MARCH JOINT POWERS AUTHORITY AND UNITED STATES VETERANS HOUSING COPRPORATION AND DIRECT THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE RELATED DOCUMENT, AND 3) INTRODUCE AND WAIVE THE FIRST READING OF ORDINANCE JPA 24-01 APPROVING THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN, AMENDMENT NO. 1 (SP-6, A1), AND DIRECT STAFF TO PLACE THIS ITEM ON A FUTURE COMMISSION AGENDA FOR THE SECOND READING AND FORMAL ADOPTION; AND 4) DIRECT STAFF TO FILE A NOTICE OF DETERMINATION PURSUANT TO THE MARCH JPA LOCAL CEQA GUIDELINES**

Motions:

1) Adopt Resolution #JPA 24-01, Adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH# 2008071021) in support of the U.S. Vets Transitional Housing Program Specific Plan, Approving Plot Plan PP 10-02, Amendment #1, subject to Conditions of Approval for the development of the U.S. Vets Transitional Housing Program Specific Plan Project; and

2) Approve a Ground Lease agreement between March Joint Powers Authority and United States Veterans Housing Corporation for a 75-year ground lease on the remaining 3.05-acres located at the southeast corner of N Street and 4th Street, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries, and direct the Chief Executive Officer to execute the related document.

3) Introduce and waive the first reading of Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1) and direct Staff to place this item on a future Commission Agenda for the Second Reading and formal adoption; and

4) Direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines.

Applicant: United States Veterans Housing Corporation

Background:

On November 2, 2011, the March Joint Powers Commission considered and adopted:

- Resolution JPA 11-36 Certifying the CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH #2008071021) in support of U.S. Vets Transitional Housing Program Specific Plan and direct staff to file a Notice of Determination in accordance with the Agency's Local CEQA Guidelines.

- Resolution JPA 11-37, approving General Plan Amendment GP 11-01.

- Resolution JPA 11-38 approving Plot Plan PP 10-02 and approving the Conditions of Approval.

- Waived the First Reading of Ordinance JPA 11-05, approving Specific Plan-6 (SP-6) and amending the JPA Zoning Map to reflect "SP-6" for the U.S. Vets Transitional Housing Campus site and directing staff to place this item on a future Commission agenda for the second reading and formal adoption; and

On November 16, 2011, the March Joint Powers Commission considered and:

- Waived the second reading and adopted Ordinance JPA 11-05, approving the U.S. Vets Transitional Housing Specific Plan on a 7.75-acre property located at 15305 6th Street within the March JPA Planning Area and amending the March JPA Zoning Map to reflect "SP-6" on the Site

The approved Specific Plan (SP 6) and Plot Plan (PP 10-02) allowed for the development of a 323 unit, 401 bed transitional housing campus, within eight buildings, for homeless U.S. Veterans. The approval included the development of approximately 269,000 square feet of transitional

housing facilities that includes administrative support facilities, recreation facilities, a campus cafeteria and multipurpose facility, along with landscaping and 246 parking spaces. The project was approved to be developed in three phases. Currently, Phases 1 and a portion of Phase 2 have been completed, as summarized below:

- Phase 1:
  - Building 2: Completed in December 2017, three story, 116 studio apartment units.
  - Building 3: Completed in February 2018, three story, 6-one-bedroom units, 16-two-bedroom units, administrative offices

- Phase 2:
  - Building 1: Completed in February 2022, three story, 15-two-bedroom units, 1-one bedroom managers unit, administrative offices, multi-purpose space

The remainder of Phase 2 and Phase 3, would include the following:

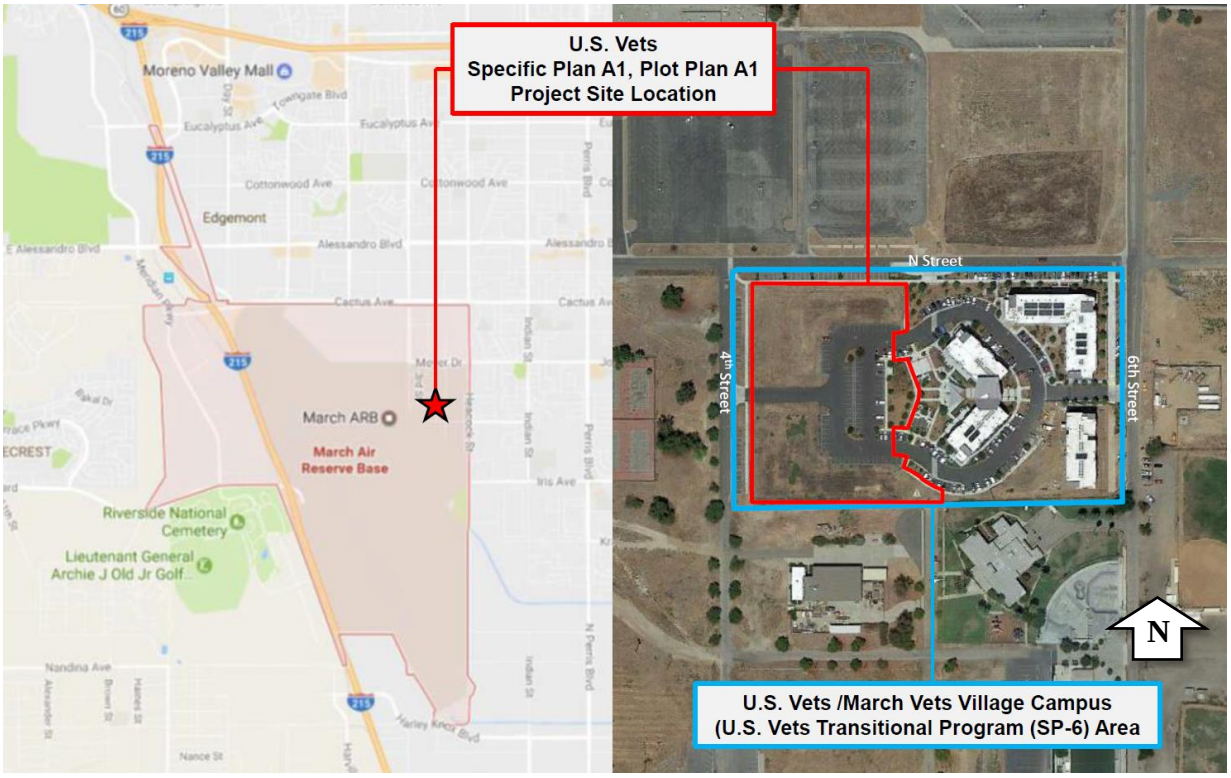
- Phase 2:
  - Building 4: Cafeteria/Multipurpose Building, to include supportive services office space, multipurpose community room/dining area, case management offices, and kitchen.
  - Building 6: Efficiency Housing Building, 69-one-bedroom units

- Phase 3:
  - Building 5: Family Housing Building, 21-one-bedroom units, 3-two-bedroom units
  - Building 7: Efficiency Housing Building, 68-one-bedroom units
  - Building 8: Proposed Family Housing Building, 21-one-bedroom units, 3-two-bedroom units

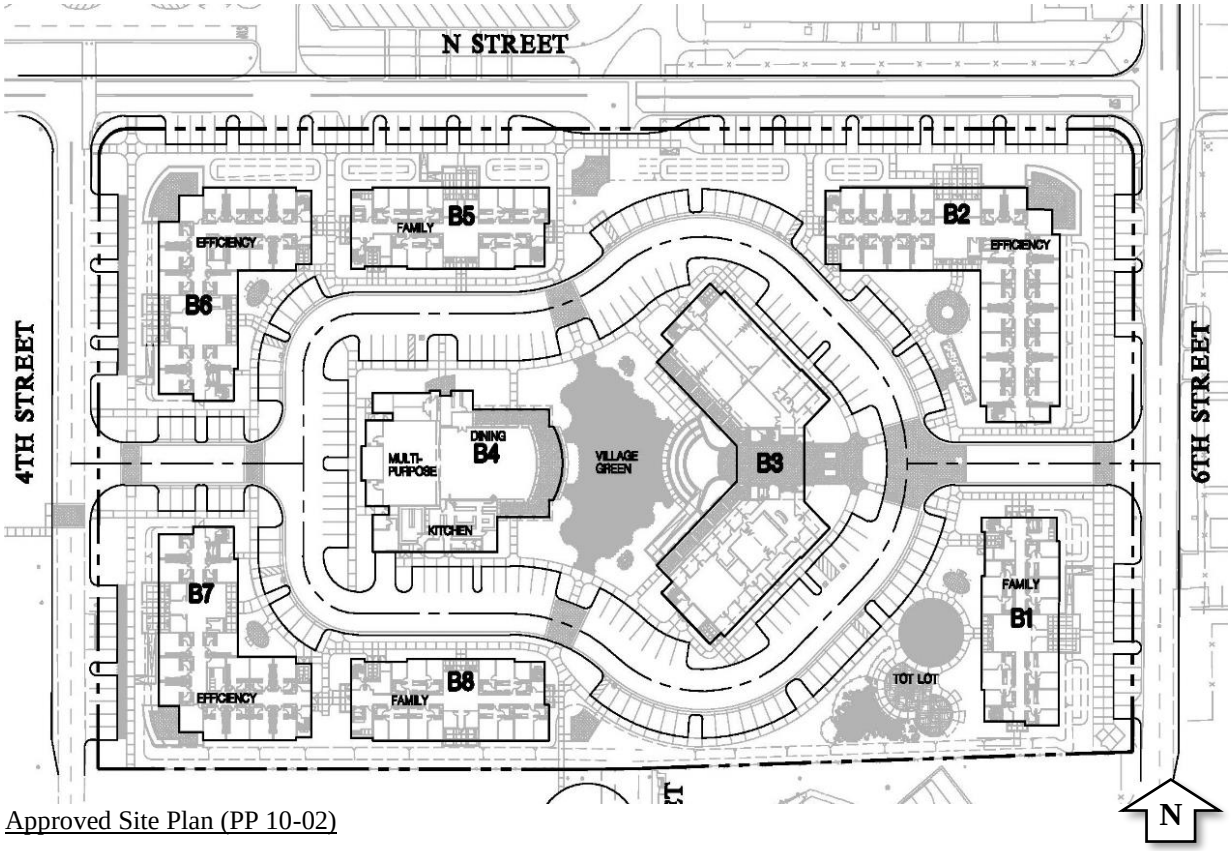
As part of the SP-6 plan in 2011, the March Veterans Village site currently includes three existing buildings (Buildings 1, 2, and 3), courtyard, basketball court, playground, multi-use areas, landscaping, and 272 surface parking spaces that were constructed between December 2017 and February 2022. Two of the buildings along 6th Street are multi-story housing structures that provide permanent supportive and transitional housing units for veterans. One Building 1 is three stories and Building 2 is three stories. Building 3 is in the center of the March Veterans Village site and is a double-wing structure with three stories. Building 3 serves as an administrative office for the US Vets – Inland Empire and a veteran's activity and meeting center, along with transitional veteran housing. The three buildings total 126,028 square feet and have a total of 154 units with 215 beds.

On April 13, 2022, US Vets provided the MJPA Commission an update on US Vets March Vets Village Campus and concept to add a multi-tenant transitional housing building, along with permanent supportive housing units on Campus.

This item was previously scheduled for a Public Hearing on January 10, 2024. However, due to last minute revisions to the architectural building elevations, this item was continued to a date certain, February 14, 2023. It should be noted that all public hearing notification requirements, for this item, including advertising in the Press Enterprise (published on December 30, 2023) and mail/email notification to property owners and public agencies was completed for the January 10, 2024, March JPC Commission hearing. Because the hearing was continued to February 14, 2024, no further public notification was required.



US Vets Transitional Housing Program Specific Plant: Vicinity / Project Site Location:



Approved Site Plan (PP 10-02)

On July 14, 2022, the United States Veterans Housing Corporation (USVHC, the "Applicant"), informed March JPA staff that they were considering changes to SP-6 and Plot Plan 10-02.

Proposed Project:
On February 14, 2023, USVHC submitted an application to develop a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 acres of the March Veterans Village Campus, where the remainder of Phase 2 and Phase 3 development was planned. Previously planned multi-story Buildings 4 through 8, would be eliminated and replaced with 24 units within the two-story building and the addition of 44 single-story comfort homes. The proposed project would reduce the total number of housing units from 323 to 222. Specifically, the 7.75-acre Campus is located at the southwest corner of N Street and 6th Street, just south of the March Life Care Specific Plan Area, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries.

The proposed 3.05-acre Project site is located at the southeast corner of N Street and 4th Street. The proposed Project consists of a Specific Plan Amendment and Plot Plan Amendment, as summarized below:

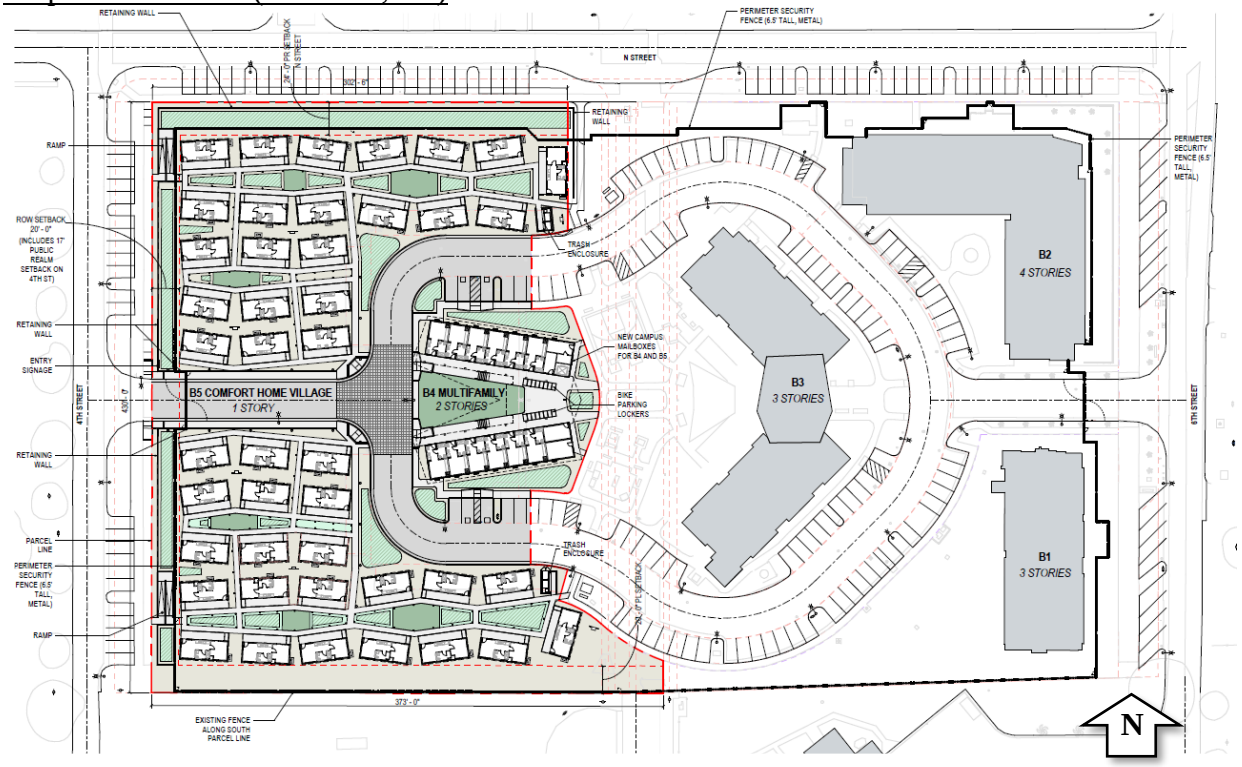
Specific Plan, Amendment 1 (SP-6, A1): Amend/update SP-6 to include the proposed housing and unit types and corresponding updates to text, exhibits/figures, appendices, including, but not limited to, unit and building square footages, number of units, landscape, parking, site circulation.

Plot Plan, Amendment 1 (PP 10-02, A1): The proposed Plot Plan Amendment would allow for the development of the following:

- Transitional Housing Building (B4)
  This building will consist of 24-studio apartment units. Each unit will be approximately 375 square feet. The building will also have administrative offices, a computer room, laundry facility and community space. This two-story building is proposed to have a maximum height of 32 feet. This building will be similar to Building 1, in terms of architecture and operations. The Transitional Housing Building square footage is approximately 12,000 square feet. Access to this building will be mainly off of 4th Street but can be accessed from 6th Street.

- Comfort Homes (B5)
  Forty-four (44)-permanent supportive housing units are proposed to be developed where Buildings 5-8 were to be built on the Campus. These individual "Comfort Homes" will be approximately 500 square feet, and include a bedroom, bathroom, kitchen and living area. The maximum height of the typical Comfort Home is approximately 16 feet. At this time, construction methods, either modular or stick built, depending upon cost and timing, is being considered. In addition, the architectural style and building color/materials will be compatible with the other Campus buildings. Access to the Comfort Homes will be mainly off 4th Street but can be accessed from 6th Street.

Proposed Site Plan (PP 10-02, A1)



Comparison between the
Previously Approved Project / Proposed Plot Plan Amendment Project

Previous Approved Plot Plan 10-02

Site Information	
Site Area	7.75 acres
Parking	246 spaces
Family and Efficiency Housing	219,964 square feet
Administration Building	37,869 square feet
Multipurpose Building	11,240 square feet

Building and Unit Counts Building Types	Bldg. Qty.	Beds	Units	Area (SF)	Bed/Unit
Efficiency Buildings – B2, B6, B7	3	240	240	149,752	1.0
Family Buildings | B1, B5, B8	3	81	63	70,212	1.3
Administration Building – B3	1	80	20	37,869	4.0
Multi-Purpose Building – B4	1	0	0	11,240	0
TOTALS	**8**	**401**	**323**	**269,073**	**1.25**

Comparison continued,

Proposed Amended Project – Plot Plan 10-02, A1

Site Information	
Site Area	3.05 acres
Surface Parking	66 spaces
Permanent Supportive Housing (Comfort Homes)	22,150 square feet
Transitional Housing	11,850 square feet
Public Open Space	7,485 square feet
Private Open Space (Covered)	9,150 square feet
Lot Landscaping	60,142 square feet

Building and Unit Counts Type	Bldg. Qty.	Beds	Units	Area (SF)	Bed/Unit
Transitional Housing Building – B1	1	61	16	23,349	3.8
Permanent Supportive Housing Building – B2	1	116	116	60,969	1.0
Permanent Supportive Housing Building – B3	1	38	20	41,710	1.7
Transitional Housing Building – B4	1	24	24	11,240	1.0
Permanent Supportive Housing Building – B5 (Comfort Homes)	44	44	44	22,150	1.0
TOTALS	**48**	**283**	**222**	**160,028**	**1.1**

Compliance with Specific Plan Development Standards:

Development Standard	**Minimum/Maximum Required**	**Proposed Development** Plot Plan 10-02, A1
Minimum Site Area	7.75 acres (337,590 sq.ft.)	3.05 acres (132,858 sq. ft.)
Minimum Site Width	200’	430’
Minimum Site Depth	200’	373’
Building Area:	160,028 sq.ft.	Perm Support Housing: 22,150 sq.ft. Transitional Housing: 11,850 sq.ft.
Minimum Setbacks:	Front: 20’ Interior Side: 5’ Street Side: 20’ Rear: 20’	Front: 20’ Interior Side: 5’ Street Side: 20’ Rear: 20’
Maximum Building Height:	50’	Perm Support Housing: 16’ Transitional Housing: 32’
Landscaping Required:	N/A	45% (60,142 s.f.)
Parking:	187 spaces	66 spaces (189 parking spaces provided)

SP-6, Amendment 1 Overview:

Approved in November 2011, the US Vets Transitional Housing Program Specific Plan (SP-6) established standards/guidelines for the planning and development of a comprehensive training and transitional housing campus for homeless veterans and their families. The range of activities conducted in support of the transitional housing facility is specifically defined in Chapter 2 of the Specific Plan. The Development Plan (Chapter 4 of the SP) and Development Regulations and Guidelines (Chapter 5 of the SP) for each building area are intended to regulate the scale, character and configuration of buildings based on their locations.

As such, this Specific Plan Amendment focuses on the development of the western portion of the March Vets Village Campus which encompasses approximately 3.05-acres and is located at the southeast corner of N Street and Fourth Street.

Amend/update SP-6 to include the proposed housing and unit types and corresponding updates to text, exhibits/figures, appendices, including, but not limited to, unit and building square footages, number of units, landscape, site circulation and parking. It should be noted that a parking analysis was prepared as part of Amended Project to project the demand that the new housing would generate to complete the full buildout of March Veterans Village.

It was determined that 66 new spaces would be required. Additionally, 83 of the current 272 spaces would be lost based on the area needed to locate and construct the 44 Comfort Homes and the Transitional Housing Building, leaving 189 spaces. The analysis also determined that the demand for parking for the March Vets Village Campus would be 187 spaces, while 189 spaces will be provided.

The Specific Plan Amendment would not add any new acreage or building square footage, number of units, landscaping or parking, to the area identified in the previously adopted Specific Plan. The Specific Plan Amendment #1, as attached to Exhibit "A", Ordinance #JPA 24-01, presents all revisions in a strike-through/underline format so the reader can quickly identify all changes from the previously adopted Specific Plan.

Analysis of Plot Plan 10-02, Amendment 1 Development Proposal

March JPA General Plan Consistency:

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

Plot Plan 10-02, Amendment 1 (Amended Project), will be built within the "Specific Plan (SP-6) Overlay Area" (SP-6), and is consistent with the March JPA General Plan, allowing for the orderly development of the US Vets Transitional Housing Program Specific Plan project, consistent with the March JPA General Plan objectives.

Conformance with the U.S Vets Transitional Housing Program Specific Plan, Amendment 1, Design Guidelines:

The proposed Amended Project, like the previously approved Plot Plan, is designed to be architecturally compatible with the surrounding development and the aesthetic character of the area and the March JPA Planning area. The Amended Project complies with the U.S Vets Transitional Housing Program Specific Plan, Amendment 1 development standards and guidelines to ensure visual compatibility. Development standards include site area, building height, building setbacks, and parking requirements in order to establish the relationship between building mass and scale.

The Amended Project would also convert the existing, 3.05-acre undeveloped site to institutional residential housing, consisting of permanent supportive and transitional housing buildings with parking, circulation, and landscaping. Since the eastern half of the site is currently developed with institutional residential buildings (Buildings 1, 2, and 3), the Amended Project would add to the existing developed visual character of the site and surrounding vicinity with the construction of permanent supportive and transitional housing buildings. Primary access to the Amended Project site will be mainly off 4th Street but can be accessed from 6th Street.

Conformance with the U.S Vets Transitional Housing Program Specific Plan, Amendment 1, Design Guidelines:
The proposed Amended Project, like the previously approved Plot Plan, is designed to be architecturally compatible with the surrounding development and the aesthetic character of the area and the March JPA Planning area. The Amended Project complies with the U.S Vets Transitional Housing Program Specific Plan, Amendment 1 development standards and guidelines to ensure visual compatibility. Development standards include site area, building height, building setbacks, and parking requirements in order to establish the relationship between building mass and scale.

The Amended Project would also convert the existing, 3.05-acre undeveloped site to institutional residential housing, consisting of permanent supportive and transitional housing buildings with parking, circulation, and landscaping. Since the eastern half of the site is currently developed with institutional residential buildings (Buildings 1, 2, and 3), the Amended Project would add to the existing developed visual character of the site and surrounding vicinity with the construction of permanent supportive and transitional housing buildings. Primary access to the Amended Project site will be mainly off 4th Street but can be accessed from 6th Street.

The building height, setbacks, parking and landscape requirements are compliant with the Specific Plan development requirements. The parking spaces provided on the proposed site plan (Sheet A-1.0) meet the parking standards established in the Specific Plan. The Project would require 66 parking spaces, including 44 off-site parking spaces and 19 on-site parking spaces, of which 3 spaces are handicapped accessible.

Architecture/Color Palette:
The proposed Amended Project will not change the Architecture/Color Palette of the previously approved Project. The residential buildings architectural design would be either stick-built and/or modular construction, with architectural design elements to create visual interest.

The Transitional Housing Building primary color will be White with accents of Sahara (light tan accent color), and Tinderbox (warm gray accent color). The exterior wall finishes are to be painted stucco with control joint pattern. Interior courtyard facing walls to be painted an accent color. The Building will also include vinyl or aluminum windows and doors, painted soffit, metal sunshades, exterior grade decking, perforated metal/screen railing, window box planters, bike lockers and standing seam metal roof. While Buildings 1, 2 and 3 were designed with parapets that conceal the roof/roofing material, the Transitional Housing Building will include a swept angled standing seam metal roof, which compliments the existing accessory on-site gazebo, which incorporates a standing seam metal roof. Solar panels may be added to the roof in the future.

The Comfort Homes would be in the primary colors of Tree Bark (soft beige color), Sahara (light tan color),, Tinder Box (warm gray color),, and Wallabie (reddish/brown color). The exterior wall finishes are also to be painted stucco and siding. Each Home will include vinyl or aluminum

windows with shutters, doors and sliding glass doors, painted soffit, and exterior grade decking. Each Home will also come with an entry light, privacy screen, detached outdoor bike/general storage locker, and standing seam metal roof. Like the Transitional Housing Building, each Home will include an angled standing seam metal roof, which compliments the existing accessory on-site gazebo, which incorporates a standing seam metal roof. Solar panels may be added to the roof in the future.

Site Landscaping:
The proposed Amended Project will not change the site landscaping of the previously approved Project. Landscaping shall incorporate native and drought tolerant vegetation with low irrigation requirements, and irrigation systems shall employ control systems and be designed to conserve water. A mix of Blue Palo Verde, Willow, Chinese Flame, Coast Live Oak, and London Plane trees, along with shrubs, bio-retention shrubs and groundcover will be used be on the project site perimeter and along the edges of the building to soften the look of the buildings. Landscaping shall conform to the standards and requirements of the Specific Plan and the March JPA Development Code. In addition, landscaping shall also comply with the Airport Land Use Commission requirements/guidance for landscaping near airports. Tubular steel/security fencing will be used along the project site perimeter.

Exterior Lighting:
The proposed Amended Project will not change the exterior lighting of the previously approved Project. All exterior lighting complies with the exterior lighting requirements of the Specific Plan and March JPA Development Code.

Signage:
All development signage in the Amended Project is required to be consistent with the March JPA Development Code.

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

The Project site is approximately 6,400 feet northeasterly of the northerly end of Runway 14-32 at March Air Reserve Base. The Project site is also located in Compatibility Zone D (Figure 4.7-1, Mead & Hunt 2010, 2014), which does not restrict residential density. Prohibited uses within Zone D, includes hazards to flight such as physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations. Land use development and man-made features that may cause the attraction of birds to increase is also prohibited. –Additionally, certain farm crops and farming practices that tend to attract birds are strongly discouraged. The Applicant does not propose any uses prohibited or discouraged in Compatibility Zone D. The ALUCP depicts the site as being outside the 60 CNEL range from aircraft noise. Therefore, no special measures are required to mitigate aircraft-generated noise.

The project includes 7,100 square foot bioretention basins. Bioretention basins are not recommended in the vicinity of airports due to the potential that such areas could provide food, water, and shelter for hazardous wildlife. Pursuant to the study "Wildlife Hazard Management at Riverside County Airports: Background and Policy", October 2018, by Mead & Hunt, which is the basis of the brochure titled "Airports, Wildlife and Stormwater Management", such limited basins are permissible with the appropriate criteria: the basin is used in conjunction with appropriate landscaping for such uses as adjacent to structures, parking islands, medians, site entrances, planter boxes, and vegetation is selected carefully so as not to provide food, shelter, nesting, roosting, or water for wildlife. The project has been conditioned to be consistent with the basin criteria (as well as providing 48-hour draw down of the basin).

The Applicant also proposes to amend the Specific Plan to reduce the number of housing units from 323 to 222 and eliminate buildings 4 through 8. The proposed amendments would be as, or more, consistent with the Compatibility Plan as the underlying compatibility zone does not restrict residential density.

On July 13, 2023, the Riverside County Airport Land Use Commission (RCALUC), determined that the Specific Plan Amendment and Plot Plan Amendment for the U.S. Vets Transitional Housing Program Specific Plan Project is CONSISTENT with the 2014 March ARB/IP Airport Compatibility Plan. The RCALUC Commission included conditions of approval, which are incorporated into the March Joint Powers Commission's Conditions of Approval for the project and outlined in Exhibit "C", Resolution JPA 24-01.

California Environmental Quality Act Compliance:

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

Final EIR for the March Life Care Campus Specific Plan Project

A Final Environmental Impact Report (EIR) was prepared by the March Joint Powers Authority (March JPA) for the March Life Care Campus Specific Plan and labeled as SP-7 (SCH #2008071021). The Final EIR evaluated the potential environmental effects of implementing SP-7, which proposed the development of an integrated, state-of-the art healthcare campus with 3.55 million square feet of healthcare related, educational research and mixed-use development as well as 2.5 million square feet of parking structure(s). The Final EIR further analyzed the relocation of existing homeless shelters, Path of Life, and the U.S. Veterans' Transitional Housing Program within the boundaries of SP-7. While the March Lifecare Campus Specific Plan did not readily identify the relocation sites for existing homeless facilities, SP-7 did include the analysis of new infrastructure, including street improvements and water distribution, sewage collection, and storm drainage facility improvements to potential relocation sites.

The Final EIR concluded that there would be less than significant impacts after the incorporation of mitigation measures to the following environmental resource areas: land use, geology and

soils, hazards and hazardous materials, hydrology and water quality, water supply, biological resources, and utilities and public services. The EIR also concluded there would be significant and unavoidable impacts to cultural resources, traffic and circulation, air quality, and noise even with the incorporation of mitigation measures.

On November 18, 2009, the March Joint Powers Commission considered and certified the March Life Care Campus Specific Plan Final EIR (SCH #2008071020) (Resolution JPA 09-32).

U.S. Vets Transitional Housing Program Specific Plan / Addendum to the Certified EIR
In 2011, the U.S. Veterans Initiative (US Vets) proposed a development plan within the boundary of the March Life Care Campus Specific Plan area. The 7.75-acre site for what is now the March Veterans Village is located at the southern boundary of the SP-7 site between 4th Street to the west and 6th Street to the east, with N Street serving as the northern border. The US Vets site represents approximately three percent of the 236-acre March Life Care site. The Specific Plan was amended to accomplish the following:

1. General Plan Amendment to change the US Vets site designation from SP-7 to SP-6

2. Establish a new Specific Plan (SP-6) on the 7.75-acre U.S. Vets March Veterans Village Site within the March Life Care Campus Specific Plan area, and

3. Adopt Plot Plan 10-02 for the development of a Transitional Housing Program Facility, consisting of 323 units, 401-beds, along with administrative offices and support facilities, to be built within eight buildings, totaling approximately 269,000 square feet, and parking for 246 cars, for homeless U.S. Veterans within the western Riverside County region.

March JPA Staff compared SP-6 to SP-7 that was evaluated in the Final EIR for the March Life Care Campus to determine if SP-6 would result in significant environmental impacts that were not considered at that time and if additional measures would be required to avoid, reduce, or otherwise mitigate such impacts. After reviewing the Final EIR, Staff determined that no new significant impacts would result from SP-6, and the existing mitigation measures were sufficient to reduce or offset significant impacts identified in the Final EIR.

On November 2, 2011, the March Joint Powers Commission considered and adopted an Addendum to the March Life Care Specific Plan Final EIR (SCH #2008071020) (Resolution JPA 11-36).

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

The 2011 SP-6 Project proposed 269,073 square feet of new construction for eight new multi-story structures, as mentioned earlier in this report. As of the preparation of this Staff Report, three buildings, totaling 126,028 square feet have been built, including a total of 154 units, 215 beds and 247 parking spaces.

The Amended SP-6 would involve the construction of 44 one-story permanent supportive housing units (Comfort Homes) at 503 square feet per unit, totaling 22,150 square feet, and an 11,850-square foot multi-story Transitional Housing Building with 24 units and 24 beds for a total of 34,000 square feet of new veteran's housing units. These housing facilities would act to replace Buildings 4 through 8 that were planned as part of SP-6 in 2011. In addition, While the amended Plot plan would require 66 parking spaces, the overall number of parking spaces would also be reduced from 247 spaces to 189 spaces.

MJPA staff received and reviewed a Supplemental Environmental Checklist for the proposed Amended Project, prepared by the project Applicant. The purpose of the Checklist is to determine whether the proposed Amended Project is within the scope of the previously approved project's development program, whether the environmental impacts of the proposed Amended Project were previously addressed and evaluated in the Final Environmental Impact Report (EIR) for the March LifeCare Campus Specific Plan (SCH #2008071021) and the November 2011 Addendum to the March LifeCare Campus Specific Plan Final EIR, in support of the U.S. Vets Transitional Housing Project Specific Plan, and to determine if any of the conditions requiring subsequent environmental documentation, consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162(a), are present.

As documented in the Checklist, the proposed Amended Project is consistent with the scope of the development program evaluated in the certified Final EIR and 2011 Addendum, and is consistent with development intensities associated with the previously approved Plot Plan 10-02 project and permitted by the Specific Plan. Thus, the proposed Amended Project is within the scope of the development program evaluated in the Final EIR and 2011 Addendum. There is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). No further environmental review or additional mitigation measures are required. An Addendum, along with the Supplemental Environmental Checklist, is attached in Exhibit "A", Resolution JPA 24-01.

Ground Lease

On April 1, 2015, the March Joint Powers Authority executed an option agreement with United States Veterans Initiative (USVI) and the Coachella Valley Housing Coalition (CVHC). The agreement granted USVI and CVHC an exclusive option to enter a ground lease agreement for the project property before March 31, 2016, subject to specified terms ("First Ground Lease"). USVI and CVHC joined with their lenders to form March Veterans Village, L.P., a California limited partnership, to serve as lessee.

On October 21, 2015, the March Joint Powers Commission adopted a resolution declaring its intention to lease the project property and directed the Authority's Executive Director to finalize negotiations with USVI and CVHC and set the time and date for considering the lease for the Commission's regular public meeting on November 4, 2015. The first Ground Lease Agreement was executed on November 4, 2015, for a 3.2-acre parcel for the development of Building 2 and Building 3 on the March Veterans Village Campus.

On June 26, 2019, the Commission approved a second Ground Lease Agreement between March Joint Powers Authority and U.S. Vets – MVV Building 1, LLC ("U.S. Vets") for a .695-acre parcel for the development of Building 1, on the March Veterans Village Campus, situated within the jurisdiction of the March Joint Powers Authority. The parcel is contiguous to a 3.2-acre parcel

leased to March Veterans Village, L.P. as part of the March Veterans Village project pursuant to the first Ground Lease. The second Ground Lease was executed on June 26, 2019..

Third Ground Lease
The Third Ground Lease (TGL) is a 75-year lease between March Joint Powers Authority and USVHC for a 3.05-acre parcel ("Property") situated within the jurisdiction of the March Joint Powers Authority. The parcel is contiguous to the 3.2-acre and .695-acre parcels leased to March Veterans Village, L.P. as part of the March Veterans Village Campus project pursuant to the first and second ground leases.

The approval of the TGL is a benefit to the MJPA. The TGL assists in implementing not only the U.S. Vets Transitional Housing Program Specific Plan but also the March LifeCare Campus Specific Plan. The U.S. Vets serves a large number of veterans and homeless veterans in and the surrounding March JPA area. Additionally, there is a continuing and substantial unmet demand for veteran services.

USVHC intends to complete the March Veterans Village Campus by building the transitional housing building and permanent supportive housing units, along with the construction of all improvements to the 3.05-acre Property. USVHC will be responsible for the construction of all improvements to the Property. When the TGL expires, the buildings and infrastructure will transfer to the ownership of March Joint Powers Authority or its successors. The proposed development of the transitional and supportive housing units will serve as housing for homeless U.S. veterans and will support the March Veterans Village Campus project aimed at providing homeless U.S. veterans with housing, job training, and rehabilitation. The parcel will be leased for $1 per year, for a total of $75.00. See Attachment No. 3 for the Ground Lease Agreement between the March Joint Powers Authority and United States Veterans Housing Corporation.

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

1) Adopt Resolution #JPA 24-01, Adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH# 2008071021) in support of the U.S. Vets Transitional Housing Program Specific Plan, Approving Plot Plan PP 10-02, Amendment #1, subject to Conditions of Approval for the development of the U.S. Vets Transitional Housing Program Specific Plan Project; and

2) Introduce and waive the first reading of Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1) and direct Staff to place this item on a future Commission Agenda for the Second Reading and formal adoption; and

3) Approve a Ground Lease agreement between March Joint Powers Authority and United States Veterans Housing Corporation for a 75-year ground lease on the remaining 3.05-acres located at the southeast corner of N Street and 4th Street, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries, and direct the Chief Executive Officer to execute the related document; and

4) Direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines.

Attachments:

1. Resolution JPA 24-01, Adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH #2008071021) in support of the U.S. Vets Transitional Housing Program Specific Plan, Approving Plot Plan PP 10-02, Amendment #1, subject to Conditions of Approval for the development of the U.S. Vets Transitional Housing Program Specific Plan Project.
    - *Exhibit A:* *CEQA Addendum*
    - *Exhibit B:* *Plot Plan 10-02, Amendment #1*
      Site Plan, Building Elevations, Grading Plan,
      Landscape Plan, Civil
    - *Exhibit C:* *Conditions of Approval.*

2) Ordinance JPA 24-01, Adopting the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1)
    - *Exhibit A:* *U.S. Vets Transitional Housing Program Specific Plan*
      Amendment No. 1 (SP-6, A1)
    - *Exhibit B:* *Conditions of Approval*

3) Ground Lease Agreement between the March Joint Powers Authority and United States Veterans Housing Corporation

4) Notice of Determination

5) March LifeCare Final EIR - Available Online/Link below:
https://marchjpa.com/wp-content/uploads/2024/02/MarchJPA-MarchLifeCareFinal-EIR.pdf

ATTACHMENT 1

RESOLUTION # JPA 24-01

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN ADDENDUM TO THE MARCH LIFECARE CAMPUS SPECIFIC PLAN FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (SCH #2008071021), APPROVING PLOT PLAN PP 10-02, AMENDMENT #1, SUBJECT TO CONDITIONS OF APPROVAL, FOR THE DEVELOPMENT OF THE FOR THE U.S. VETS TRANSITIONAL HOUSING PROGRAM PROJECT (SPECIFIC PLAN (SP-6, A1)).

- Exhibit A: CEQA Addendum
- Exhibit B: Plot Plan 10-02, Amendment #1 (PP 10-02, A1)
  Site Plan, Building Elevations, Grading Plan, Landscape Plan, Civil
- Exhibit C: Conditions of Approval.

RESOLUTION # JPA 24-01

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN ADDENDUM TO THE MARCH LIFECARE CAMPUS SPECIFIC PLAN FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (SCH #2008071021), APPROVING PLOT PLAN PP 10-02, AMENDMENT #1, SUBJECT TO CONDITIONS OF APPROVAL, FOR THE DEVELOPMENT OF THE FOR THE U.S. VETS TRANSITIONAL HOUSING PROGRAM PROJECT (SPECIFIC PLAN (SP-6, A1).

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

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

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

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

WHEREAS, on November 18, 2009, the March Joint Powers Commission considered and adopted Resolution #JPA 09-32, certifying the March Life Care Campus Specific Plan Final Program EIR (SCH#2008071021), and

WHEREAS, on November 2, 2011, the March Joint Powers Commission considered and adopted Resolution #JPA 11-36, Adopting a CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH#2008071021), Resolution #JPA 11-37, approving a General Plan Amendment (GPA 11-0), and Resolution #JPA 11-38 approving a Plot Plan (PP 10-02), with Conditions of Approval, for the development of a 323 unit, 401 bed transitional housing campus, approximately 269,000 square feet, within eight buildings, for homeless U.S. Veterans, on a 7.75-acre property located at 15305 6th Street within the March JPA Planning Area, in unincorporated Riverside County, California,; and

WHEREAS, on November 16, 2011, the March Joint Powers Commission considered and adopted Ordinance #JPA 11-05, approving the U.S. Vets Transitional Housing Program Specific Plan (SP-6) on a 7.75-acre property located at 15305 6th Street within the March JPA Planning Area in unincorporated Riverside County, California; and

WHEREAS, on February 14, 2023, the United States Veterans Housing Corporation (the "Applicant"), submitted an application to amend the U.S Veterans Transitional Housing Program Specific Plan (SP-6), and amend Plot Plan 10-02, for the development of a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, on the remaining 3.05 acres of the March Veterans Village Campus, located at the southeast corner of N Street and 4th Street; and

WHEREAS, the Applicant is requesting the following, "Project Entitlements":

1. Specific Plan, Amendment 1 (SP-6, A1): Amend/update SP-6 to include the proposed housing and unit types and corresponding updates to text, exhibits/figures, appendices, including, but not limited to, unit and building square footages, number of units, landscape, parking, site circulation.

2. Plot Plan, Amendment 1 (PP 10-02, A1): The proposed Plot Plan Amendment would allow for the development of the following:

   Transitional Housing Building: This building will consist of 24-studio apartment units. Each unit will be approximately 375 square feet. The building will also have administrative offices, a computer room, laundry facility and community space. This two-story building is proposed to have a maximum height of 32 feet. This building will be similar to Building 1, in terms of architecture and operations. The Transitional Housing Building square footage is approximately 12,000 square feet. Access to this building will be mainly off of 4th Street but can be accessed from 6th Street.

   Comfort Homes: Forty-four (44)-permanent supportive housing units are proposed to be developed where Buildings 5-8 were to be built on the Campus. These individual "Comfort Homes" will be approximately 500 square feet, and include a bedroom, bathroom, kitchen and living area. The maximum height of the typical Comfort Home is approximately 16 feet. The total building square footage for all of the permanent supportive housing units is approximately 32,000 square feet. In addition, the architectural style and building color/materials will be compatible with the other Campus buildings. Access to the Comfort Homes will be mainly off 4th Street but can be accessed from 6th Street.

WHEREAS, this Specific Plan Amendment #1 (SP-6, A1) and Plot Plan Amendment #1 (PP 10-02, A1), collectively constitute the "Project" for purposes of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA"); and

WHEREAS, in accordance with CEQA, the State CEQA Guidelines, and the March JPA's Local CEQA Guidelines, March JPA staff prepared a Final Environmental Impact Report for the March LifeCare Campus Specific Plan (SCH #2008071021); and

WHEREAS, on November 2, 2011, the March Joint Powers Commission considered and adopted Resolution #JPA 11-36, Adopting a CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH#2008071021); and

WHEREAS, in accordance with CEQA, the State CEQA Guidelines, and the March JPA's Local CEQA Guidelines, a second Addendum to the Certified Final EIR was prepared for the proposed Amended Project; and

WHEREAS, on February 14, 2024, the Commission conducted a duly-noticed public hearing pursuant to the March JPA Development Code on the Amended Project Entitlements, at which time all persons wishing to testify in connection with the Amended Project Entitlements were heard and the Project Entitlements were comprehensively reviewed; and

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

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

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

SECTION 2. Compliance with the California Environmental Quality Act. As the decision-making body for the Project, the Commission of the March JPA has reviewed and considered the Addendum for the Project, any oral or written comments received, and the administrative record prior to making any decision on the Project. The Commission finds that the Addendum contains a complete and accurate reporting of the environmental impacts associated with the Project. The Commission further finds that the Addendum has been completed in compliance with the State CEQA Guidelines, and March JPA's Local CEQA Guidelines.

SECTION 3. CEQA Findings on Environmental Impacts. Based on the Addendum for SP-6, A1 and PP 10-02, A1, the administrative record, and having considered all written and oral evidence presented to the Commission, the Commission finds that all environmental impacts of the Amended Project have been addressed within the Addendum for the Amended Project. The Commission finds that no new or additional mitigation measures or alternatives are required. The Commission further finds that there is no substantial evidence in the administrative record supporting a fair argument that the proposed Project, may result in any significant environmental impacts beyond those analyzed in the certified Final EIR, the 2011 Addendum to the Final EIR and the Addendum for the Amended Project. The Commission finds that Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the Amended Project and reflects the independent judgment and analysis of the Commission.

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

SECTION 5. Findings for Plot Plan Amendment 1 (PP 10-02, A1). Based on the entire record before the Commission and all written and oral evidence presented to the Commission, the Commission makes the following findings for approval of Plot Plan Amendment #1, PP 10-02, A1, in accordance with Section 9.02.070 of the March JPA Development Code:

1. Plot Plan 10-02, A1 is consistent with the goals, objective, policies, and programs of the March JPA General Plan because:

   a. Plot Plan 10-02, A1 complies with General Plan Land Goal #1: *"The Land Use Plan provides for a balanced mix of land uses that contribute to the regional setting, and capitalizes on the assets of the Planning Area, while insuring compatibility throughout the Planning Area and with regional plans."* Plot Plan 10-02, A1, supports logical, balanced growth by providing a state-of-the art, integrated support campus for homeless U.S. veterans. This Plot Plan is not only consistent with the SP-6, A1, but is also consistent with General Plan Goal #1 by including a mix of services and facility development on the institutional housing campus and Planning area. In addition, the Plot Plan helps to facilitate community development while being sensitive to regional transportation and land use planning efforts. Last, Plot Plan 10-02, A1 capitalizes on the appropriateness of development in the Northeast Planning Area, while generating up to an estimated 275 construction jobs, of which, up to 50 temporary jobs for onsite veterans; and

   b. Plot Plan 10-02, A1 complies with General Plan Land Use Policy 1.4: "*Use specific and/or master plan processes for the coordinated development of large properties to ensure cohesive and comprehensive development."* Plot Plan 10-02, A1 complies with General Plan Land Use Policy 1.4 because the Amended Plot Plan, will be developed via the development plan, regulations, and guidelines of SP-6, A1. The Amended Plot Plan site consists of 3.05-acres for the development of 24 transitional housing units and 44 permanent supportive housing units, equaling approximately 34,000-square-foot of institutional residential development. The Project site is proposed to accommodate 66 parking spaces for employees and residents.

2. Plot Plan 10-02, A1 complies with all applicable zoning and other regulations because:

   a. The U.S. Vets Transitional Program Specific Plan, SP-6, Amendment #1, includes the necessary development plan, regulations, guidelines and implementation and procedures necessary to develop Plot Plan 10-02, A1. The Amended Project and Project Site complies with the permitted uses and development standards outlined in the Specific Plan. Plot Plan 10-02, A1 provides the mechanism that will help facilitate the development of the Specific Plan area, phasing plan, and associated infrastructure improvement.

3. Plot Plan 10-02, A1 will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity because:

   a. Plot Plan 10-02, A1 complies with General Plan Land Use Policy 1.3: *"Provide for patterns of land use which can be supported by existing and planned circulation, public facilities, and infrastructure system improvements in a manner that will preserve the March JPA's fiscal capacity."* The Amended Project will not

adversely affect public health, safety, or general welfare because the Amended Project includes existing and planned infrastructure/services, including but not limited to, drainage facilities, nearby public transportation, sidewalks, bike lanes, and fire and police protection, which will serve the Project Site. The anticipated infrastructure improvements will not be at the expense of the March JPA. Additionally, Plot Plan 10-02, A1, will be constructed in accordance with California Building Code standards building construction for residential uses; and

b. Plot Plan 10-02, A1 complies with General Plan Land Use Policy 1.9: *"Plan for compatible land uses within the aircraft noise impact contours depicted in the Air Installation Compatible Use Zones (AICUZ) Report for the airfield use."* The Project will not adversely affect public health, safety, or general welfare because Plot Plan 10-02, located in Compatibility Zone D, does not include any prohibited uses or hazards to flight such as physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations, or land use development and man-made features that may cause the attraction of birds to increase. The March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan depicts Plot Plan 10-02, A1 project site as being outside the 60 CNEL range from aircraft noise. Therefore, no special measures are required to mitigate aircraft-generated noise.

4. The location, design, and operation of Plot Plan 10-02, A1 will be compatible with existing and planned land uses in the vicinity because:

   a. Plot Plan 10-02, A1 complies with General Plan Land Use Policy Goal 2: *"Locate land uses to minimize land use conflict or creating competing land uses, and achieve maximum land use compatibility while improving or maintaining the desired integrity of the Planning Area and sub-region."* Plot Plan 10-02, A1 proposes institutional residential facilities consisting of transitional housing and permanent supportive housing units/buildings in a location that is surrounded by existing institutional residential facilities and supportive services as part of a comprehensive residential campus for homeless veterans (March Veterans Village), and adjacent to public transportation. Accordingly, the location, design, and operation of Plot Plan 10-02, A1 will be compatible with existing and planned land uses in the vicinity.

SECTION 6. Adoption of the Addendum to the Final Environmental Impact Report. The Commission hereby approves and adopts the Addendum prepared for the Project.

SECTION 7. Approval of Project Entitlements. Based on the entire record before the Commission, all written and oral evidence presented to the Commission, and the findings made in this Resolution, the Commission hereby approves the Amended Project Entitlements, including Plot Plan Amendment #1 (PP 10-02, A1), as shown on Exhibit "B", attached hereto and incorporated herein by this reference, subject to the Conditions of Approval, as shown on the attached Exhibit "C", attached hereto and incorporated herein by this reference.

SECTION 8. Notice of Determination. The Commission directs March JPA staff to prepare, execute, and file a Notice of Determination with the Riverside County Clerk within five (5) working days of the passage and adoption of this Resolution (#JPA 24-01).

SECTION 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the Office of the Clerk, March JPA, 14205 Meridian Parkway, Suite 140, Riverside, CA 92518.

SECTION 10. Execution of Resolution. The Chair of the Commission of March JPA shall sign this Resolution and the Clerk of March JPA shall attest and certify to the passage and adoption thereof.

SECTION 11. Effective Date. This Resolution shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 14th Day of February, 2024.

_____
Edward Delgado, Chairman
March Joint Powers Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution #JPA 24-01 was adopted by the March Joint Powers Commission of the March Joint Powers Authority at a regular meeting thereof held on January 10, 2024, by the following vote of the Commission:

Ayes:
Noes:
Abstain:
Absent:

Dated: February 14, 2024

_____
Cindy Camargo, Clerk
March Joint Powers Authority Commission

EXHIBIT "A"

U.S. Vets Transitional Housing Program Specific Plan
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1 (PP 10-01, A1)

CEQA Addendum

AMENDED SP-6 ADDENDUM
Final Program Environmental Impact Report (SCH #2008071021)

March Life Care Campus Specific Plan (SP-7)

1 INTRODUCTION

This is the second addendum to the Final Environmental Impact Report (EIR) prepared by March Joint Powers Authority (March JPA) (SCH #2008071021) for the March Life Care Campus Specific Plan (SP-7). The SP-7 EIR evaluated the potential environmental effects of implementing SP-7, which proposed the development of an integrated, state-of-the art healthcare campus with 3.5 million square feet of healthcare-related, educational research and mixed-use development as well as 2.5 million square feet of parking structure(s). The SP-7 EIR further analyzed the relocation of existing homeless shelters, Path of Life, and the U.S. Veterans' Transitional Housing Program within the boundaries of SP-7. While the March Life Care Campus Specific Plan did not readily identify the relocation sites for existing homeless facilities, SP-7 did include the analysis of new infrastructure, including street improvements and water distribution, sewage collection, and storm drainage facility improvements to potential relocation sites. The SP-7 EIR was certified in November of 2009 by the March JPA Commission, which acted as the lead agency pursuant to the California Environmental Quality Act (CEQA) (*CEQA Guidelines* Title 14, California Code of Regulations, Section 15300 et. seq).

2 FIRST ADDENDUM TO THE MARCH LIFE CARE CAMPUS EIR FOR SP-6

In 2011, the U.S. Vets revised the original plan for the March Life Care Plan for SP-7. The revised program was to accomplish the following:

1. Amend General Plan No. 11-01 (GP11-01) to change the existing site designation on 7.75 acres from SP-7 to SP-6;
2. Establish a new Specific Plan on the new 7.75-acre U.S. Vets site. In accordance with the naming conventions set forth in March JPA Development Code Section 9.13.040, the new Specific Plan is labeled SP-6; and
3. Adopt Plot Plan 10-02 for the development of a 401-bed Transitional Housing Program facility for homeless U.S. Veterans within the western Riverside County region.

The SP-6 program included the following elements:

Site information	
Area of Site	7.75 acres
Surface Parking	246 spaces
Family and Efficiency Housing	219,964 square feet
Administration Building	37,869 square feet
Multipurpose Building	11,240 square feet

SP-6 included plans to construct the following veterans housing and support facilities:

- Building 1 – Administrative offices, multi-purpose space, and residential units
- Building 2 – Studio apartment units
- Building 3 – Administrative space and residential units
- Building 4 – Cafeteria and multi-purpose space
- Building 5 – Family housing units
- Building 6 – Efficiency housing units
- Building 7 – Efficiency housing units
- Building 8 – Family housing units

The March JPA prepared an Addendum to the Final SP-7 EIR that provided the findings of their evaluation, which was approved in October 2011. As part of the process required by *Section 15164. Addendum to an EIR or Negative Declaration*, the March JPA compared SP-6 to SP-7 that was evaluated in the Final EIR for the March Life Care Campus to determine if SP-6 would result in significant environmental impacts that were not considered at that time and if additional measures would be required to avoid, reduce, or otherwise mitigate such impacts. After reviewing the Final EIR, the March JPA determined that no new significant impacts would result from SP-6, and the existing mitigation measures were sufficient to reduce or offset significant impacts identified in the Final EIR.

As part of the SP-6 revised plan in 2011, the March Veterans Village site currently includes three existing buildings (Buildings 1, 2, and 3), courtyard, basketball court, playground, multi-use areas, landscaping, and 272 surface parking spaces that were constructed between December 2017 and February 2022. Two of the buildings along 6th Street are multi-story housing structures that provide permanent supportive and transitional housing units for veterans. One building is four stories and the other is three stories. The third building is in the center of the March Veterans Village site and is a double-wing structure with three stories. This facility serves as an administrative office for the US Vets – Inland Empire and a veteran's activity and meeting center, along with transitional veterans housing. The three buildings total 126,028 square feet and have a total of 154 units with 215 beds.

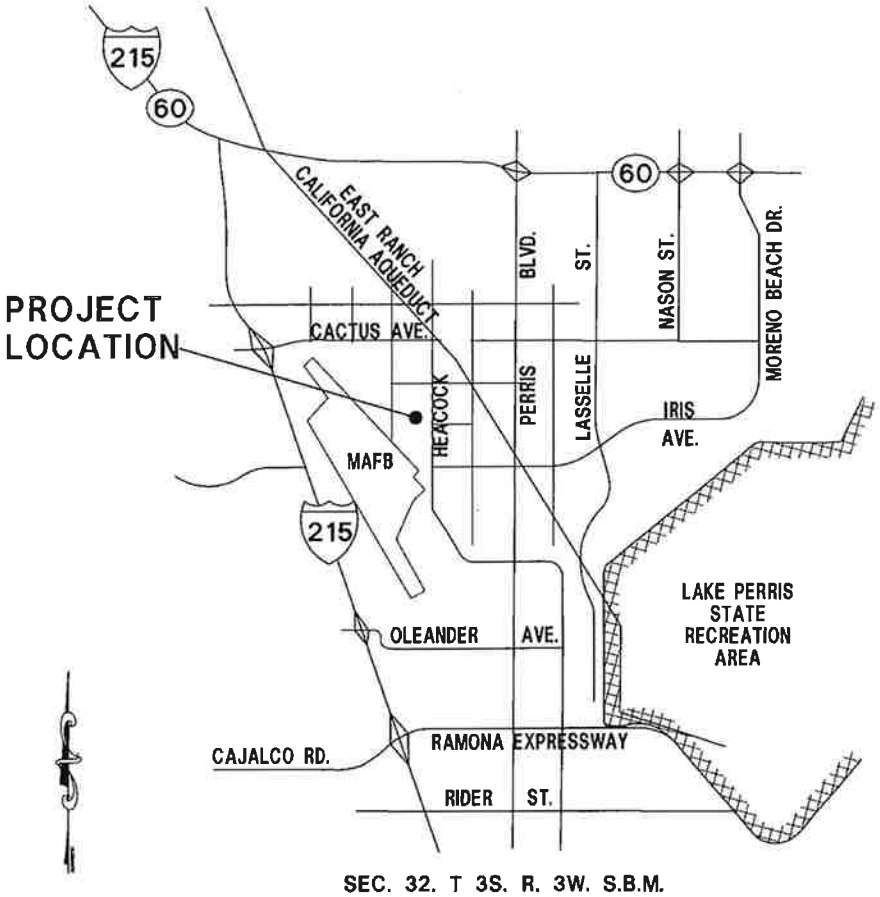
3 SECOND ADDENDUM TO THE EIR FOR AMENDED SP-6

The SP-6 program was amended again in February 2023 and would be substantially scaled back from the 2011 SP-6 (Figure 1 and Figure 2). The 2011 SP-6 proposed 269,073 square

feet of new construction for eight new multi-story structures, as indicated above. The Amended SP-6 would involve the construction of 44 one-story Comfort Homes at 503 square feet per unit, totaling 22,150 square feet, and an 11,850-square foot multi-story Transitional Housing Building with 24 units and 24 beds for a total of 34,000 square feet of new veteran's housing units. These housing facilities would act to replace Buildings 4 through 8 that were planned as part of SP-6 in 2011. The Amended SP-6 program includes the following elements:

Site information	
Area of Site	3.05 acres
Surface Parking	66 spaces
Comfort Home Housing	22,150 square feet
Transitional Housing	11,850 square feet
Public Open Space	7,485 square feet
Private Open Space (Covered)	9,150 square feet
Lot Landscaping	60,142 square feet

There are a total of 272 existing parking spaces at March Veterans Village. A parking study was prepared as part of Amended SP-6 to project the demand that the new housing would generate to complete the full buildout of March Veterans Village. It was projected that 66 new spaces would be required. Additionally, 83 of the current 272 spaces would be lost based on the area needed to locate and construct the 44 Comfort Homes and the Transitional Housing Building, leaving 189 spaces. The parking study also determined that the demand for parking for Amended SP-6 would be 187 spaces. Thus, it was thus determined that adequate parking would be available after the construction of the Amended SP-6 housing area.



SEC. 32. T 3S. R. 3W. S.B.M.

Figure 1 Site Vicinity Map

Figure 2. Project Site Plan

4 PURPOSE OF THE ADDENDUM

Once an EIR has been certified, a subsequent or supplemental EIR is *only* required when the lead agency determines that one of the following conditions has been met based on Section 15162. *Subsequent EIRS and Negative Declarations*:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

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

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

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

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

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

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

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

Under CEQA, the lead agency may prepare an Addendum to a previously certified EIR if some changes or additions are necessary to a prior-certified EIR, but none of the conditions calling for preparation of a subsequent or supplemental EIR described above have occurred (*CEQA Guidelines* Section 15164. *Addendum to an EIR or Negative Declaration*).

An addendum to an EIR may be prepared when minor technical changes or additions are necessary for a project that has already been approved and when no additional significant environmental effects or a substantial increase in the severity of previously identified significant effects are anticipated to occur based on the following requirements in Section 15164:

a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described In Section 15162 calling for preparation of a subsequent EIR have occurred, as described above.

b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21166, Public Resources Code; *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065; and *Benton v. Board of Supervisors* (1991) 226 Cal.App.3d 1467.

CEQA recommends that a brief explanation of the decision to prepare an addendum rather than a subsequent or supplemental EIR be included in the record for a proposed project (*CEQA Guidelines* Section 15164(e)).

5 OVERVIEW OF ENVIRONMENTAL IMPACT ASSESSMENT

The March Life Care Campus Project SP-7 EIR evaluated and analyzed the potential for significant environmental impacts associated with the implementation of the SP-7 March Life Care Campus and the relocation of existing residential facilities for homeless veterans in the Riverside County area. This addendum has been prepared to identify certain minor changes and additional information that March JPA would like to add to the SP-7 EIR and 2011 SP-6 Addendum in connection with the Amended SP-6 activities necessary to entitle the U.S. Vets project at March Veterans Village. The resource areas evaluated in the Amended SP-6 are presented below and evaluated in this addendum based on the most current edition of the CEQA Environmental Checklist:

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

The CEQA Environmental Checklist presented in this document summarizes the differences between the Amended SP-6 and the SP-7 EIR and 2011 SP-6 Addendum in terms of the potential impacts resulting from Amended SP-6. This document compares the environmental effects of implementing the Amended SP-6 to determine the extent to which the evaluations of the SP-7 EIR and the 2011 SP-6 Addendum adequately address the impacts of the Amended SP-6. The anticipated environmental impacts of the Amended SP-6 are consistent with the analysis contained in the SP-7 EIR and 2011 SP-6 Addendum.

This addendum has been prepared because the General Plan Amendment (GPA 11-01), Specific Plan (SP-6), and Plot Plan (PP10-02), herein referred to as the Amended SP-6, are consistent with the overall project evaluated in the SP-7 EIR (SCH #2008071021).

The Amended SP-6 does not require major revisions to the SP-7 EIR due to new significant impacts or substantial increases in the severity of previously identified significant impacts. The anticipated environmental impacts of the Amended SP-6 have been analyzed and mitigated accordingly in the previous EIR prepared for the March Life Care Campus Specific Plan certified in November 2009 and the 2011 SP-6 Addendum, and there have been no new circumstances since that time that would result in new or more severe significant environmental impacts. Lastly, mitigation measures previously identified would adequately reduce impacts to less than significant levels. The mitigation measures in the SP-7 EIR and 2011 SP-6 Addendum are applicable to the Amended SP-6 Housing Plan at the U.S. Vets location at March Veterans Village.

Per *CEQA Guidelines* Section 15163(c), an addendum need not be circulated for public review but can be included in or attached to the SP-7 EIR. Prior to approval of the Amended SP-6, March JPA will consider this addendum together with the SP-7 EIR and 2011 SP-6 Addendum when making a decision regarding the Amended SP-6.

It has been determined that an addendum is the appropriate level of documentation for approval of the Amended SP-6 under CEQA.

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

1. Project Title: US Vets Transitional Program Specific Plan (SP-6), Amendment 1; Plot Plan (10-02), Amendment 1

2. Lead Agency Name and Address:
March Joint Power Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 95218

3. Contact Person and Phone Number: Jeff Smith, Principal Planner, (951) 656-7000

4. Project Location: 15-305 6th Street, Riverside, CA 92518

5. Project Sponsor's Name and Address:

US Vets Housing Corporation
800 West Sixth Street
Los Angeles, CA 90017

6. General Plan Designation: Specific Plan-6 7. Zoning: SP-6 (Institutional Residential)

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

A Final Environmental Impact Report (EIR) was prepared by the March Joint Powers Authority (March JPA) for the March Life Care Campus Specific Plan and labeled as SP-7 (SCH #2008071021). The Final EIR was certified November 18, 2009, by the March JPA Commission, which acted as the Lead Agency pursuant to the California Environmental Quality Act (CEQA) (*CEQA Guidelines* Title 14, California Code of Regulations, Section 15300 et. seq).

The Final EIR evaluated the potential environmental effects of implementing SP-7, which proposed the development of an integrated, state-of-the art healthcare campus with 3.55 million square feet of healthcare related, educational research and mixed-use development as well as 2.5 million square feet of parking structure(s). The Final EIR further analyzed the relocation of existing homeless shelters, Path of Life, and the U.S. Veterans' Transitional Housing Program within the boundaries of SP-7. While the March Lifecare Campus Specific Plan did not readily identify the relocation sites for existing homeless facilities, SP-7 did include the analysis of new infrastructure, including street improvements and water distribution, sewage collection, and storm drainage facility improvements to potential relocation sites.

The Final EIR concluded that there would be less than significant impacts after the incorporation of mitigation measures to the following environmental resource areas: land use, geology and soils, hazards and hazardous materials, hydrology and water quality, water supply, biological resources, and utilities and public services. The EIR concluded there would be significant and unavoidable impacts to cultural resources, traffic and circulation, air quality, and noise even with the incorporation of mitigation measures.

In 2011, the US Vets proposed a development plan within the boundary of the SP-7 March Life Care Plan. The 7.75-acre site for what is now the March Veterans Village is located at the southern boundary of the SP-7 site between 4th Street to the west and 6th Street to the east, with N Street serving as the northern border. The US Vets site represents approximately three percent of the 236-acre March Life Care site.

The program was amended to accomplish the following:

1. Amend March General Plan No. 11-01 (GP11-01) to change the US Vets site designation from SP-7 to SP-6;

2. Establish a new Specific Plan on the 7.75-acre U.S. Vets March Veterans Village Site within the March Life Care boundary evaluated in the Final EIR. In accordance with the naming conventions set forth in March JPA Development Code Section 9.13.040, the new Specific Plan is labeled SP-6; and
3. Adopt Plot Plan 10-02 for the development of a 401-bed Transitional Housing Program facility for homeless U.S. Veterans within the western Riverside County region.

The SP-6 program included the following elements:

Site Information	
Area of Site	7.75 acres
Surface Parking	246 spaces
Family and Efficiency Housing	219,964 square feet
Administration Building	37,869 square feet
Multipurpose Building	11,240 square feet

SP-6 included plans to construct the following Veterans support facilities:

- Building 1 – Administrative offices, multi-purpose space, and residential units
- Building 2 – Studio apartment units
- Building 3 – Administrative space and residential units
- Building 4 – Cafeteria and multi-purpose space
- Building 5 – Family housing units
- Building 6 – Efficiency housing units
- Building 7 – Efficiency housing units
- Building 8 – Family housing units

The March JPA prepared an Addendum to the Final SP-7 EIR that provided the findings of their evaluation, which was approved in October 2011. As part of the process required by *Section 15164. Addendum to an EIR or Negative Declaration*, the March JPA compared SP-6 to SP-7 that was evaluated in the Final EIR for the March Life Care Campus to determine if SP-6 would result in significant environmental impacts that were not considered at that time and if additional measures would be required to avoid, reduce, or otherwise mitigate such impacts. After reviewing the Final EIR, the March JPA determined that no new significant impacts would result from SP-6, and the existing mitigation measures were sufficient to reduce or offset significant impacts identified in the Final EIR.

As part of the SP-6 plan in 2011, the March Veterans Village site currently includes three existing buildings (Buildings 1, 2, and 3), courtyard, basketball court, playground, multi-use areas, landscaping, and 272 surface parking spaces that were constructed between December 2017 and February 2022. Two of the buildings along 6th Street are multi-story housing structures that provide permanent supportive and transitional housing units for veterans. One Building 1 is three stories and Building 2 is three stories. Building 3 is in the center of the March Veterans Village site and is a double-wing structure with three stories. Building 3 serves as an administrative office for the US Vets – Inland Empire and a veteran's activity and meeting center, along with transitional veteran housing. The three buildings total 126,028 square feet and have a total of 154 units with 215 beds.

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

The SP-6 program was amended in February 2023 and would be substantially scaled back from the 2011 SP-6. The 2011 SP-6 proposed 269,073 square feet of new construction for eight new multi-story structures, as indicated above. The Amended SP-6 would involve the construction 44 Comfort Homes at 503 square feet per unit, totaling 22,150 square feet and a 11,850-square foot Transitional Housing Building with 24 units and 24 beds for a total of 34,000 square feet of new veteran's housing units. These housing facilities would act to replace Buildings 4 through 8 that were planned as part of SP-6 in 2011. The Amended SP-6 program includes the following elements:

Site Information	
Area of Site	3.05 acres
Surface Parking	66 spaces
Comfort Home Housing	22,150 square feet
Transitional Housing	11,850 square feet
Public Open Space	7,485 square feet
Private Open Space (Covered	9,150 square feet
Lot Landscaping	60,142 square feet

There are a total of 272 existing parking spaces at March Veterans Village. A parking study was prepared as part of Amended SP-6 to project the demand that the new housing would generate to complete the full buildout of March Veterans Village. It was projected that 66 new spaces would be required. Additionally, 83 of the current 272 spaces would be lost based on the area needed to locate and construct the 44 Comfort Homes and the Transitional Housing Building, leaving 189 spaces. The parking study also determined that the demand for parking for Amended SP-6 would be 187 spaces. Thus, it was thus determined that adequate parking would be available after the construction of the Amended SP-6 housing area.

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

The March Veterans Village is located within the jurisdictional boundaries of the March Joint Powers authority at the southwest corner N Street and 6th Street in Riverside, California, which serves as the setting of the site's surroundings. The site consists of three existing parcels (B-942a, B-942b, and K-5D B940) divided by the existing 5th Street right of way.

The land adjacent to and surrounding the site is sparsely developed. Land use adjacent to the site includes March Air Reserve Base community facilities, recreation areas, and vacant land. Beyond the site's immediate surroundings , land use includes commercial to the north and residential to the east in the City of Moreno Valley. Land use to the south and west is located on March Air Reserve Base and includes base cantonment facilities to the south and base single-family housing to the west. The site is within Zone D (un-mapped area) of the FEMA Flood Insurance Rate Map 06065C0765G, dated August 28, 2008, and within the Riverside County Flood Control District Perris Valley Area Drainage Plan.

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

Riverside County
Western Municipal Water District

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

See attached March JPA SB 18 Tribal Consultation Memo.

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

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality	☐ Land Use / Planning
☐ Mineral Resources	☐ Noise	☐ Population / Housing
☐ Public Services	☐ Recreation	☐ Transportation / Traffic

☐ Utilities / Service Systems	☐ Mandatory Findings of Significance	☐ Greenhouse Gases
☐ Tribal Cultural Resources	☐ Energy	☐ Wildfire

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

☒ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND or MND or previously certified EIR adequately discusses the potential impacts of the project without modification.

☐ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND, MND or previously certified EIR adequately discusses the potential impacts of the project; however, minor changes require the preparation of an ADDENDUM.

☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous ND, MND or EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, all new potentially significant environmental effects or substantial increases in the severity of previously identified significant effects are clearly reduced to below a level of significance through the incorporation of mitigation measures agreed to by the project applicant. Therefore, a SUBSEQUENT MND is required.

☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, only minor changes or additions or changes would be necessary to make the previous EIR adequate for the project in the changed situation. Therefore, a SUPPLEMENTAL EIR is required.

☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, a SUBSEQUENT EIR is required.

Signature

Jeffrey M. Smith

Printed Name

01-03-2024

Date

MARCH JPA

For

EVALUATION OF ENVIRONMENTAL IMPACTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

10) The explanation of each issue should identify:

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

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

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

SAMPLE QUESTION

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

Impact Analysis:

The impact assessment in the March Life Care Campus Initial Study phase of the CEQA process (Appendix A of the Draft EIR) determined that no significant impacts to aesthetic or visual resources would result from SP-7.

The 2011 Addendum confirmed from the SP-7 EIR that the project site is not located near a scenic vista and would not substantially damage scenic resources identified in b) above. The March Veterans Village is located within an urbanized area of Riverside County and the Amended SP-6 would not conflict with zoning, land use plans, or other development regulations. The EIR for the March Life Care Campus determined that SP-7 for the urban re-use of the planning area was consistent with the Master EIR (MEIR) for the March JPA General Plan and with zoning and land use plans of neighboring communities proximate to March Air Reserve Base. The MEIR acknowledged that changes to visual character of streetscapes and skylines would occur with urban re-use projects in the MEIR planning area.

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Additionally, the current development at March Veterans Village was guided by SP-6 design guidelines and standards. The Amended SP-6 would also follow the same guidelines to facilitate a phased and orderly development process to provide a walkable and human-scaled campus environment in accordance with Chapter 5 – *Development Regulations and Guidelines* of the US Vets Transitional Program SP-6 Program Document, as amended. The development that took place at March Veterans Village as part of the earlier phases of SP-6 from December 2017 and December 2022 introduced new sources of light to the site, which included parking lot, building, and security lighting and signage. The lighting for the site was undertaken as part of the 2011 SP-6 development regulations and guidelines. The Amended SP-6 will follow the same guidelines for lighting the remainder of the site. Lighting to illuminate parking areas and buildings shall be shaded or diffused to reflect light away from and minimize glare to residential areas, adjoining property, and public right-of-way. Note also that March Veterans Village is approximately 0.21 miles from the nearest residences in Moreno Valley to the east and 0.20 miles from the single-family residences at March Air Reserve Base to the west, resulting in a lower potential for light impacts. There are no residences to the north or south.				
XIX. AGRICULTURE AND FOREST RESOURCES -- In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. -- Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
	timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				
d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☒	☐
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

Impact Analysis:

The impact assessment in the March Life Care Campus Initial Study phase of the CEQA process (Appendix A of the Draft EIR) determined that no significant impacts to agricultural or forestry resources would result from SP-7.

The 7.75-acre site is partially developed with facilities and infrastructure from previous phases of SP-6. Therefore, no portions of the site are currently under active cultivation, nor is the project area or surrounding land designated as prime or unique farmland or of local, regional, or statewide importance. The site is not zoned for agricultural uses, nor designated for agricultural purposes by the March JPA General Plan. Further, no Williamson Act contracts are in place at the site. Thus, no impacts to agriculture and forestry resources would occur as a result of Amended SP-6 and no further analysis is required.

XVIII.	AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Impact Analysis:

The SP-7 EIR determined that the March Life Care Campus would result in significant and unavoidable short-term construction impacts and long-term operational impacts to air quality that would exceed localized significance

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
thresholds (LST) set by the South Coast Air Quality Management District (SCAQMD) even with the application of feasible Mitigation Measures 4.9.1 through 4.9.28. The SP-7 project area is located in a region that is in non-attainment for Particulate Matter-10 (PM-10), PM-2.5, and ozone (nitrous oxides [NO_x] and reactive organic gases [ROG] are ozone precursors that require assessment in an air quality evaluation). Construction activities would result in short-term PM-10 emissions that would exceed SCAQMD LST thresholds. Long-term operations would also exceed PM-10 LST thresholds, along with PM-2.5, carbon monoxide (CO), NO_x, and ROG. The air quality impact assessment in the 2011 Addendum determined that SP-6 for the US Vets development plan at March Veterans Village would not result in new impacts to air quality based on the fact that SP-6 involved a substantially smaller development footprint than SP-7, 269,073 square feet for SP-6 as compared to 3.55 million square feet for SP-7. The 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to reduce short-term SP-6 construction impacts from grading, site preparation, and facility construction to levels below significant. For long-term operations, the 2011 Addendum also included a Traffic Impact Assessment (TIA) that determined SP-6 would generate 1,884 less daily motor vehicle trips than SP-7. This net reduction would result in substantially less emissions of the airborne pollutants identified above and would not result in new significant air quality impacts that were not assessed in the SP-7 EIR. The level and intensity of construction and operation for the amended SP-6 would be substantially less than what was initially planned for SP-6 and, accordingly, would not result in new air quality impacts that were not identified in the SP-7 EIR or the SP-6 Addendum. A Vehicle Miles Traveled (VMT) Memo was prepared as part of the Amended 2011 SP-6 Addendum. The VMT assessment indicated that 261 daily vehicle trips would be generated by the construction of the 44 Comfort Homes and the Transitional Housing Building at March Veterans Village. The 261 daily trips were included in the overall reduction of daily vehicle trips based on the evaluation conducted in the TIA for the 2011 SP-6 Addendum discussed above. It is concluded, therefore, that the Amended SP-6 would not result in new air quality impacts that were not assessed in the SP-7 EIR or the SP-6 Addendum. Additionally, the mitigation measures identified in the SP-7 EIR would be implemented during the short-term construction phase and the long-term operation of March Veterans Village for the Amended SP-6, as applicable. Note that the mitigation measures for air quality are appended to this Addendum.				
XIX. BIOLOGICAL RESOURCES -- Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal,	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
	filling, hydrological interruption, or other means?				
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Impact Analysis:

Mitigation Measures 4.7.1 through 4.7.8 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potentially significant impacts to biological resources below levels considered significant for the criteria identified above.

During the impact assessment for the 2011 Addendum, no biological resources were identified on the 7.75-acre SP-6 site within the overall March Life Care SP-7 boundary, such as migratory and/or nesting birds. The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to avoid or reduce impacts to biological resources for the March Veterans Village and that no new significant impacts would occur.

The site was mass graded during December 2015 and May 2018 and construction for the initial phases of SP-6 at March Veterans Village took place during December 2017 and February 2022. The site, therefore, is considered to be a fully disturbed site. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts to biological resources on the remainder of the March Veterans Village site. Note that the mitigation measures for biological resources are appended to this Addendum.

XX.	CULTURAL RESOURCES -- Would the project:				
a)	Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☒	☐
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☒	☐
c)	Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Impact Analysis: The SP-7 EIR determined that the March Life Care Campus would result in significant and unavoidable impacts to cultural resources regarding a Works Progress Administration (WPA) canal located in the SP-7 project area even with the adoption of mitigation to avoid or reduce impacts to the Canal. Mitigation Measures 4.6.1 through 4.6.7 were identified in the SP-7 EIR for March Life Care Campus to avoid or reduce potentially significant impacts to cultural resources below levels considered significant for the criteria identified above. During the impact assessment for the 2011 SP-6 Addendum, it was determined that the WPA canal was not located within the SP-6 project area and would not be affected by the construction of transitional housing for veterans at March Veterans Village. Additionally, no cultural resources were identified on the 7.75-acre SP-6 site, such as archeological sites or historic structures. The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to avoid or reduce impacts to cultural resources for the March Veterans Village and that no new significant impacts would occur. The site was mass graded during December 2015 and May 2018, and construction for the initial phases of SP-6 at March Veterans Village took place during December 2017 and February 2022. The site, therefore, is considered to be a fully disturbed site. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts to cultural resources on the remainder of the March Veterans Village site. Note that the mitigation measures for cultural resources are appended to this Addendum.				
XXI. ENERGY. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐
Impact Analysis: The project would not result in wasteful, inefficient, or unnecessary consumption of energy resources. SP-6 and the Amended SP-6 incorporates Leadership in Energy and Environmental Design (LEED) campus design criteria. The LEED rating system establishes performance goals in five categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality. The majority of the Amended SP-6 campus-specific opportunities to meet LEED standards will come from the categories of Sustainable Sites, Water Efficiency, and Energy and Atmosphere. A LEED Checklist has been prepared as Appendix F in the 2011 Amended US Vets Transitional Program SP-6 Document. The LEED Checklist includes all of the standards and credits that would be attained to optimize energy performance for SP-6. The previous SP-6 phases of development at March Veterans Village during December 2017 and February 2022 incorporated the LEED design standards for energy conservation and efficiency based on the LEED Checklist. The Amended SP-6 would continue the incorporation of LEED design and efficient energy standards to complete the full buildout of March Veterans Village based on the LEED Checklist in Appendix F of the Amended SP-6. Incorporating LEED design standards and credits into the Amended SP-6 for optimum energy use and consumption during the construction and operational phases of March Veterans Village would be in keeping with energy				

			New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
conservation and efficiency goals for Specific Plans in Chapter 9.13 of the March JPA Development Code, Effective August 13, 2016.						
XXII.	GEOLOGY AND SOILS -- Would the project:					
a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:		☐	☐	☒	☐
	i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	ii)	Strong seismic ground shaking?	☐	☐	☒	☐
	iii)	Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
	iv)	Landslides?	☐	☐	☒	☐
b)	Result in substantial soil erosion or the loss of topsoil?		☐	☐	☒	☐
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		☐	☐	☒	☐
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?		☐	☐	☒	☐
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?		☐	☐	☒	☐
f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Impact Analysis: Mitigation Measures 4.2.1 through 4.2.4 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potential impacts to geology and soils. These measures were adopted to reduce potentially significant impacts of geology and soils to less than significant. During the site-specific assessment for SP-6 at March Veterans Village, the 2011 Addendum adopted SP-7 EIR Mitigation Measures 4.2.1 through 4.2.4 and determined they were consistent with SP-7 to reduce potential impacts of geology and soils to less than significant. The Amended SP-6 to complete the full build-out of March Veterans Village would also adhere to requirements of the SP-7 EIR Mitigation Measures 4.2.1 through 4.2.4 for geology and soils and that no new impacts would occur. Note that the mitigation measures for geology and soils are appended to this Addendum. Additionally, a Geotechnical Engineering Report has been prepared for Amended SP-6. The report concluded that the remaining 3.05 acres of the March Veterans Village appears suitable for construction based on the geotechnical conditions encountered in the test borings, provided that the recommendations in the report are implemented during design and construction. Note also that this report would be govern the development of the Grading Concept Plan in Section 4.13 of the Amended US Vets Transitional Program SP-6 Document.				
XXIII. GREENHOUSE GAS EMISSIONS -- Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	☐	☐	☒	☐
Impact Analysis: Greenhouse gas (GHG) emissions were included as part of the overall Air Quality section of the CEQA Environmental Checklist in the SP-7 EIR for the March Life Care Campus. GHG emissions have since been included as a separate section in subsequent editions of the CEQA Environmental Checklist, including the 2011 Addendum for SP-6. The GHG emissions assessment in the SP-7 EIR estimated that 89 percent would be generated from mobile sources (motor vehicles) and the remainder from direct and indirect stationary sources and area sources. The SP-7 EIR determined that GHG emissions would result in less than significant impacts for Criterion a) above and that mitigation measures were not required. It was stated in the SP-7 EIR that GHG emissions would be reduced as a byproduct of project design and Air Quality Mitigation Measures 4.9.13 through 4.9.28, which would act to reduce operational impacts from the March Life Care Campus. Criterion b) above was not part of the CEQA Environmental Checklist and was not part of the SP-7 EIR regarding air quality. The SP-7 EIR also determined that the March Life Care Campus complied with the strategies outlined by the California EPA Climate Action Team. The GHG impact assessment in the SP-6 2011 Addendum determined that GHG emissions for SP-6 would result in Reduced Impact. This determination was based on the TIA, which was prepared as part of the 2011 Addendum. The SP-7 EIR estimated that the March Life Care Campus would generate 2,637 daily trips, while SP-6 for March Veterans Village would generate 753 daily trips at full buildout, or a reduction of 1,884 trips, a 40 percent decrease. The TIA also determined that SP-6 would result in a reduction of 3,132 tons of carbon dioxide than the amount estimated in the SP-7 EIR. The SP-6 2011 Addendum also determined that the March Veterans Village complied California GHG plans, policies, and regulations based on its reduced carbon footprint.				

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
A VMT Memo was prepared for the Amended SP-6 Addendum to determine how many daily vehicle trips would be generated from the full buildout of March Veterans Village. The VMT Memo determined that 261 vehicle trips would be generated by the construction of 44 Comfort Homes and the Transitional Housing Building at March Veterans Village. The 261 trips are part of the 753 trips estimated in the SP-6 2011 Addendum and would be included as part of the reduction of 3,132 tons of carbon dioxide noted above. The Amended SP-6 is included as part of the Reduced Impact determination in the SP-6 2011 Addendum. The Amended SP-6 would also comply California EPA Climate Action Team, South Coast Air Quality Management District, and Riverside County Climate Action Plan GHG plans, policies, and regulations based on its reduced carbon footprint, along with the determination made in the SP-7 EIR.					
XXIV.	HAZARDS AND HAZARDOUS MATERIALS - - Would the project:				
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Impact Analysis: Mitigation Measures 4.3.1 through 4.3.9 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potentially significant impacts from hazards and hazardous materials. The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to reduce impacts from hazards and hazardous materials for the March Veterans Village and that no new significant impacts would occur. The Amended SP-6 Addendum likewise concludes that the mitigation measures in the SP-7 EIR are sufficient to reduce impacts from hazards and hazardous materials for the March Veterans Village based on the findings of the Phase I Environmental Site Assessment prepared in 2022.Additionally, no new significant impacts would occur and the mitigation measures from the SP-7 EIR would continue to be implemented to complete the full buildout of the site. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts for hazards and hazardous materials on the remainder of the March Veterans Village site. Note that the mitigation measures for hazards and hazardous materials are appended to this Addendum.				
XXV. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Impact Analysis:

Mitigation Measures 4.4.1 through 4.4.8 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potentially significant impacts to hydrology and water quality.

The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to reduce impacts to hydrology and water quality for the March Veterans Village and that no new impacts would occur. The Amended SP-6 Addendum likewise concludes that the mitigation measures in the SP-7 EIR are sufficient to reduce impacts to hydrology and water quality for the March Veterans Village based on the findings of the Water Quality Management Plan completed in 2022. Additionally, no new significant impacts would occur and the mitigation measures from the SP-7 EIR would continue to be implemented to complete the full buildout of the site. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts to hydrology and water resources on the remainder of the March Veterans Village site. Note that the mitigation measures for hydrology and water quality are appended to this Addendum.

XXVI.	LAND USE AND PLANNING -- Would the project:				
a)	Physically divide an established community?	☐	☐	☒	☐
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Analysis:

Mitigation Measures 4.1.1 through 4.1.3 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potentially significant impacts regarding land use and planning.

The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to reduce impacts regarding land use and planning for the March Veterans Village and that no new significant impacts would occur. The Amended SP-6 Addendum likewise concludes that the mitigation measures in the SP-7 EIR are sufficient to reduce impacts regarding land use and planning at the March Veterans Village because no communities would be divided and March Veterans Village conforms to the March Life Care General Plan. Additionally, no new significant impacts would occur and the mitigation measures from the SP-7 EIR would continue to be implemented to complete the full buildout of the site. Note that the mitigation measures for land use and planning are appended to this Addendum.

XXVII.	MINERAL RESOURCES -- Would the project:				
a)	Result in the loss of availability of a known mineral resource that would be of	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
	value to the region and the residents of the state?				
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐

Impact Analysis:

The potential for significant impacts to mineral resources were determined to be less than significant in the Initial Study phase of the March Life Care Campus CEQA process and not evaluated in the SP-7 EIR because no mineral resources are present in the project area. No additional evaluation was required for the 2011 SP-6 Addendum, and none are required for the Amended SP-6 Addendum.

XXVIII. NOISE -- Would the project result in:					
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b)	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Impact Analysis:

The SP-7 EIR determined that the March Life Care Campus would result in significant and unavoidable long-term operational noise impacts even with the adoption of mitigation measures to avoid or reduce such impacts. These impacts would result from peak noise event impacts, such as ambulance sirens and helipads, and a temporary or periodic increase in ambient noise levels in the project vicinity above existing levels without the development of the March life Care Campus. For all noise impacts, Mitigation Measures 4.10.1 through 4.10.19 were identified in the SP-7 EIR for the March Life Care Campus to avoid or reduce potentially significant impacts from temporary noise generation during construction, groundborne noise and vibration, and long-term operational noise impacts.

The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to reduce short-term and long-term noise and vibration impacts at the March Veterans Village and that no new significant impacts would occur. This finding was based on the fact that medical-based facilities capable of generating significant noise impacts, such as helipads and emergency service facilities, along with emergency service vehicles, would not be located within SP-6 at March Veterans Village. The Amended SP-6 Addendum likewise concludes that the mitigation measures in the SP-7 EIR are sufficient to reduce short-term and long-term noise and vibration impacts at the March Veterans Village, no new significant impacts would occur, and the mitigation measures from the SP-7 EIR would

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
continue to be implemented to complete the full buildout of the site. Note that the mitigation measures for noise are appended to this Addendum.				
XXIX. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

Impact Analysis:

The impact assessment in the March Life Care Campus Initial Study phase of the CEQA process (Appendix A of the Draft EIR) determined that no significant impacts to population and housing would result from SP-7.

The 2011 SP-6 Addendum determined that the development proposed at the March Veterans Village was consistent with the findings in the SP-7 Initial Study and no new significant impacts would result.

The Amended SP-6 Addendum would continue to be consistent with the SP-7 Initial Study because the completion of March Veterans Village would not result in substantial unplanned growth or displace any existing people or housing in the area. Additionally, no new significant impacts to population and housing would result. Note also that the development of transitional housing for US veterans in SP-6 and Amended SP-6 would result in a long-term beneficial impact regarding the re-use of land at March Air Reserve Base, along with employment opportunities at March Veterans Village.

XXX. PUBLIC SERVICES -- Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☒	☐
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

Impact Analysis:

The impact assessment in the March Life Care Campus Initial Study phase of the CEQA process (Appendix A of the Draft EIR) determined that no significant impacts to public services would result from SP-7.

The 2011 SP-6 Addendum determined that the development proposed at the March Veterans Village was consistent with the findings in the SP-7 Initial Study and no new significant impacts would result. It was noted that the March JPA would collect development impact fees to help offset the potential increase in demand generated by SP-6 development for fire, law, and public services. It was noted that SP-6 would include the necessary features in and around the buildings at March Veterans Village to meet California Department of Forestry and Fire Protection (CalFire) requirements for multi-story buildings.

The Amended SP-6 Addendum would continue to be consistent with the SP-7 Initial Study because the completion of March Veterans Village would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or adversely impact public services in the area. Additionally, no new significant impacts to public services would result.

XXXI.	RECREATION --				
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	☐	☐	☒	☐

Impact Analysis:

The impact assessment in the March Life Care Campus Initial Study phase of the CEQA process (Appendix A of the Draft EIR) determined that no significant impacts to recreation would result from SP-7.

The 2011 SP-6 Addendum determined that the development proposed at the March Veterans Village was consistent with the findings in the SP-7 Initial Study, and no new significant impacts would result.

The Amended SP-6 Addendum would continue to be consistent with the SP-7 Initial Study because the completion of March Veterans Village would not increase the use of existing recreational facilities in a significant manner or require a significant expansion of such resources. Additionally no new significant impacts to recreation would result.

XXXII.	TRANSPORTATION -- Would the project:				
a)	Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐

		New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
b)	Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d)	Result in inadequate emergency access?	☐	☐	☒	☐

Impact Analysis:

The SP-7 EIR for the March Life Care Campus determined there would be individually and cumulatively significant and unavoidable traffic and circulation impacts even with the implementation of mitigation measures with respect to deficient intersections, roadway segments, and I-215 Freeway segments in or near the project area even with the adoption of mitigation measures to avoid or reduce such impacts.

The 2011 SP-6 Addendum evaluated the criteria in the CEQA Environmental Checklist for Transportation and determined the following with respect to SP-6 at the proposed March Veterans Village:

- Based on the TIA, less than 100 daily peak hour trips would result.
- Significant impacts to intersections and roadway segments in the project area would not result.
- Significant impacts to the off-site transportation system would not result.
- Significant impacts regarding an increased potential for traffic accidents would not result.
- SP-6 is located within the SP-7 March Life Care Campus area for which the SP-7 EIR has been approved.

The Amended SP-6 would be in keeping with the results determined above for SP-6. The TIA for SP-6 projected there would be 88 daily peak hour morning trips and 64 daily peak hour afternoon trips based on the development of 269,073 square feet for new transitional housing at March Veterans Village. The VMT Memo for the Amended SP-6 estimated there would be 34 daily peak hour morning trips and 25 peak hour afternoon trips. The peak hour trips projected for Amended SP-6 have been captured and assessed in the 2011 SP-6 Addendum and no new significant impacts to transportation would occur.

The Amended SP-6 would be considered to be in compliance with the Circulation Element of the March JPA General Plan as with the earlier phases of development for SP-6 at March Veterans Village.

A VMT analysis in Criterion b) above is the key method of assessing transportation impacts under CEQA based on the revisions to the CEQA Guidelines and Statute, which became effective on December 31, 2018. The Amended SP-6 at March Veterans Village included a VMT Memo to determine if a full VMT analysis would be required. A full VMT analysis is based on a projection of the total VMT generated by the project, along with the potential for significant transportation system impacts resulting from the project. The VMT Memo determined that the Amended SP-6 would not result in significant VMT impacts and that a full VMT analysis was not required. The determination was based on Office of Planning and Research guidelines on conducting a VMT analysis: "Lead agencies may screen out VMT impacts on the provision of affordable housing." The primary purpose of March Veterans Village is to provide affordable transitional and supportive housing to veterans in the Riverside County area.

The Amended SP-6 would implement Mitigation Measure 4.8.14 from the SP-7 EIR for the March Life Care Campus to reduce potential impacts from traffic hazards, inadequate site access and internal circulation, inadequate emergency access, or design features to less than significant. Mitigation Measure 4.8.14 would require the development contractor to prepare and submit a Construction Traffic Management Plan for review and approval by the March JPA prior to receiving a grading permit for the remaining 3.05 acres at March Veterans Village.

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
XXXIII. TRIBAL CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☒	☐
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

Impact Analysis:

During the preparation of the SP-7 EIR for the March Life Care Campus, the Native American Heritage Commission in Sacramento was contacted to request potential listings of sacred or religious properties in the project area on April 3, 2008. Additionally, a listing of local and countywide Native American representatives was obtained. Letters describing the proposed project and maps identifying the project area were mailed to each representative, along with a request for input about the project or the project area.

Mitigation Measures 4.6.1 through 4.6.7 were identified in the SP-7 EIR for March Life Care Campus to avoid or reduce potentially significant impacts to cultural resources below levels considered significant for the criteria identified above, including Tribal cultural resources.

During the impact assessment for the 2011 Addendum, no cultural resources were identified on the 7.75-acre SP-6 site within the overall March Life Care SP-7 boundary, such as Tribal human remains or Traditional Cultural Practices. The SP-6 2011 Addendum determined that the mitigation measures in the SP-7 EIR were sufficient to avoid or reduce impacts to cultural resources for the March Veterans Village, and no new significant impacts would occur.

The site was mass graded during December 2015 and May 2018 and construction for the initial phases of SP-6 at March Veterans Village took place during December 2017 and February 2022. The site, therefore, is considered to be a

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
fully disturbed site. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts to Tribal cultural resources on the remainder of the March Veterans Village site. Note that the mitigation measures for Tribal cultural resources are appended to this Addendum.				
XXXIV. UTILITIES AND SERVICE SYSTEMS -- Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Impact Analysis:

The SP-7 EIR for the March Life Care Campus determined that the project would not result in significant impacts to utilities and service systems that would serve the site, and any impacts would be less than significant. Additionally, Mitigation Measures 4.11.1 through 4.11.4 were identified to avoid or reduce the potential for significant impacts regarding CalFire standards, demolition waste management plans, report verification on approved construction and demolition waste management plans, and contractor compliance verification on approved construction waste management plan requirements of 50 percent waste reduction, respectively.

The 2011 SP-6 Addendum at March Veterans Village determined that the evaluation conducted in the SP-7 EIR was consistent with SP-6, the mitigation measures adopted for utilities and service systems would avoid or reduce the potential for significant impacts, and no new significant impacts would occur.

The Amended SP-6 likewise determines that the evaluation conducted in the SP-7 EIR was consistent with SP-6, the mitigation measures adopted for utilities and service systems would avoid or reduce the potential for significant impacts, and no new significant impacts would occur. The determination is based on the substantial reduction in

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
additional new construction of transitional and supportive veterans housing at March Veterans Village for the Amended SP-6, which would result in a reduction in the demand for utilities and services as compared to the initial SP-6 in 2011. The Amended SP-6 would continue to incorporate the SP-7 EIR mitigation measures to reduce the potential for significant impacts to utilities and service systems on the remainder of the March Veterans Village site. Note that the mitigation measures for utilities and service systems are appended to this Addendum. With regard to Criterion b), an Infrastructure Report prepared by Albert A. Webb Associates in May 2008 determined that the existing water pipelines on and around the March Veterans Village site were not large enough to handle the required flows for the proposed development. All existing pipelines within the March Veterans Village must be replaced. The water distribution for the March Veterans Village system has been designed to tie to the existing 14-inch water line in Meyer Drive at 6th Street and will consist of a 12-inch transmission pipeline from that point of connection to the perimeter of and around the project site. The Amended SP-6 would comply with CalGreen standards for water efficiency and would meet LEED criteria for Sustainable Sites and Water Efficiency. Additionally, 100 percent of landscaping for the campus will be drought tolerant. Reclaimed water is not currently available for the site, but the systems would be designed to accommodate future conversions, as applicable. It is the intent that reclaimed water would be used throughout the March Veterans Village site for irrigation if and when supplies become available. As such, the Amended SP-6 would be designed to lower the demand for potable water. Based on the water use efficiency measures that would be included as part of the SP-6 design, given this significant long-term impacts to local and regional water supply would not occur.				
XXXV. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	☐	☐	☒	☐
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
Impact Analysis: The evaluation of the potential for significant impacts from wildfires was not a requirement under CEQA for the SP-7 EIR for the March life Care Campus or the 2011 SP-6 Addendum. The California Office of the State Fire Marshal website was consulted to determine if the March Veterans Village is located in an area subject to wildfires. Public Resources Code 4201-4204 directs the CalFire to map fire hazards within State Responsibility Areas in each county. These zones, referred to as Fire Hazard Severity Zones, classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone. The map for Riverside County indicates March Veterans Village is not in a designated wildfire hazard area that is considered Very High, High, or Moderate. The potential for significant impacts from wildfires would not occur for the Amended SP-6 at March Veterans Village because of the area's highly urbanized location in Riverside County. Additionally, the wildfire hazard mapping for Riverside County indicates March Veterans Village is located in a Federal Responsibility Area based on its location on March Air Reserve Base, which is a federal installation of the U.S. Department of Defense. The Riverside County Fire Department is responsible for responding to fires in unincorporated areas of Riverside County.				
XXXVI. MANDATORY FINDINGS OF SIGNIFICANCE. (State CEQA Guidelines section 15065(a).)				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?	☐	☐	☒	☐
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)	☐	☐	☒	☐
d) Does the project have environmental effects which will cause substantial	☐	☐	☒	☐

	New Potentially Significant Impact	New Mitigation is Required	No New Impact/No Impact	Reduced Impact
adverse effects on human beings, either directly or indirectly?				

Impact Analysis:

As demonstrated from the responses to CEQA Environmental Checklist Criteria XVIII through XXXXI, the Amended SP-6 involves the following:

- Is located within the same area of development as the 2011 SP-6.
- Is planned to be a reduction in additional development of transitional and supportive housing square footage for veterans than the 2011 SP-6 based on a change from dormitory units to individual Comfort Homes.
- Implements the mitigation measures identified in the SP-7 EIR and 2011 Addendum to avoid or reduce significant impacts during the short-term construction period and the long-term operation of March Veterans Village.
- Would not result in new significant impacts that were not assessed in the SP-7 EIR for the March Life Care Campus or the 2011 SP-6 Addendum.

Based on these findings, the Amended SP-6 would not result in potentially significant impacts for the criteria identified in questions a) through d) above.

MARCH JOINT POWERS AUTHORITY

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951) 656-7000 | FAX (951) 653-5558 | WEBSITE: www.marchjpa.com | E-MAIL: info@marchjpa.com

MEMORANDUM

TO:	US Vets SP6A1-PPA1 Project Files – SB 18 Tribal Consultation
FROM:	Jeffrey Smith, AICP, Principal Planner
DATE:	July 10, 2023
RE:	SB 18 Tribal Consultation: Tribal Contact Summary

Government Code §65352.3 and §65352.4 require local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when creating or amending General Plans, Specific Plans and Community Plans. The law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction. The NAHC believes that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

Senate Bill (SB) 18 requires local (City and County) governments to consult with California Native American tribes prior to making certain planning decisions and to provide notice to tribes at certain key points in the planning process. These consultation and notice requirements apply to adoption and amendment of both general plans (defined in Government Code §65300 et seq.) and specific plans (defined in Government Code §65450 et seq.).

The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places. The purpose of involving tribes at these early planning stages is to allow consideration of cultural places in the context of broad local land use policy, before individual site-specific, project-level land use decisions are made by a local government.

March JPA staff contacted the Native American Heritage Commission (NAHC), via email on February 13, 2023. NAHC responded, via email on February 22, 2023, with a Tribal Consultation List, consisting of fourteen (14) tribes, for Riverside County. On March 1, 2023, all tribes were contacted for consultation via email and/or certified letter, asking each tribe to submit their written request for consultation with March JPA, within 90 days from receipt of the letter (somewhere between May 30 and June 7, 2023). Of the 14 tribes contacted, five tribes responded but none requested consultation. The table, on page 2, is a summary of tribes contacted and response.

SB 18 Tribal Consultation - Tribal Contact Summary Table

US Vets SP-6 A1, PPA1 Project

	Tribes Contacted	Notification Email/Letter Date	Date of Response Email / Letter	Date/Results/Follow-Up Phone Calls and / or Emails
1	**Agua Caliente Band of Cahuilla Indians** ▪ Reid Milanovich, Chairperson ▪ Patricia Garcia-Plotkin, Director	03/01/2023 Email / Letter	**Response received via email with attached letter, Xitlaly Madrigal, 03/03/2023:** *The Agua Caliente Band of Cahuilla Indians (ACBCI) appreciates your efforts to include the Tribal Historic Preservation Office (THPO) in the Parcel D1-Gateway Aviation Center project. The project area is not located within the boundaries of the ACBCI Reservation. However, it is within the Tribe's Traditional Use Area. For this reason, the ACBCI THPO requests the following information:* **Copies of any cultural resource documentation (report and site records) generated in connection with this project.* **A cultural resources inventory of the project area by a qualified archaeologist prior to any development activities in this area.* **A copy of the records search with associated survey reports and site records from the information center.*	03/02/2023: MJPA sends email to Agua Caliente THPO, thanking them for their response, and will review their letter and get back to you if there are any questions. 07/10/2023: MJPA contacts Xitlaly Madrigal, Agua Caliente THPO, to discuss the proposed project and requested items identified in the March 3, 202 letter. Staff discussed the difficulty in finding the items for the current project, but mentioned that there may be information on the original US Vets Project. Ms. Madrigal asked for that information if available and MJPA Staff will oblige. Ms. Madrigal stated that she will provide a letter (probably during the week of July 17, 2023) concluding consultation for the current US Vets Project and thanked the MJPA for consultation efforts.
2	**Augustine Band of Cahuilla Mission Indians** ▪ Amanda Vance, Chairperson	03/01/2023 Email / Letter	**Response received via email with attached letter, Anadalia Rios, 03/07/2023:** *At this time, we are unaware of specific cultural resources that may be affected by the proposed project, however, in the event, you should discover any cultural resources during the development of this project please contact our office immediately for further evaluation.*	03/08/2023: MJPA sends email to Augustine Band, thanking them for their response.

	Tribes Contacted	Notification Email/Letter Date	Date of Response Email / Letter	Date/Results/Follow-Up Phone Calls and / or Emails
3	**Cabazon Band of Mission Indians** ▪ Doug Welmas, Chairperson	03/01/2023 Email / Letter	No response received.	
4	**Cahuilla Band of Indians** ▪ Daniel Salgado, Chairperson	03/01/2023 Email / Letter	No response received.	
5	**Los Coyotes Band of Cahuilla and Cupeño Indians** ▪ Ray Chapparosa, Chairperson	03/01/2023 Email / Letter	No response received.	
6	**Morongo Band of Mission Indians** ▪ Robert Martin, Chairperson ▪ Ann Brierty, THPO	03/01/2023 Email / Letter	No response received.	
7	**Pala Band of Mission Indians** ▪ Shasta Gaughen, THPO	03/01/2023 Email / Letter	**Response received via email with attached letter, Alexis Wallick, 05/15/2023:** *We have consulted our maps and determined that the project as described is not within the boundaries of the recognized Pala Indian Reservation. The project is also beyond the boundaries of the territory that the tribe considers its Traditional Use Area (TUA). Therefore, we have no objection to the continuation of project activities as currently planned and we defer to the wishes of Tribes in closer proximity to the project area.*	05/15/2023: MJPA sends email to Pala Band, thanking them for their response.
8	**Pechanga Band of Luiseno Indians** ▪ Mark Macarro, Chairperson ▪ Paul Macarro, Cultural Coordinator ▪ Ebru Ozdil, Cultural Analyst ▪ Molly Earp-Escobar, Cultural Planning Specialist	03/01/2023 Email / Letter	No response received.	

	Tribes Contacted	Notification Email/Letter Date	Date of Response Email / Letter	Date/Results/Follow-Up Phone Calls and / or Emails
9	**Quechan Tribe of the Fort Yuma Reservation** ▪ Jill McCormick, Hist. Pres. Officer	03/01/2023 Email / Letter	**Response received via email: H. Jill McCormick, HPO, 03/02/2023:** *This email is to inform you that we do not wish to comment on this project. We defer to the more local Tribes and support their determinations on this matter.*	03/02/2023: MJPA sends email to Quechan HPO, thanking them for their response.
10	**Ramona Band of Cahuilla** Joseph Hamilton, Chairperson	03/01/2023 Email / Letter	No response received.	
11	**Rincon Band of Luiseno Indians** Bo Mazzetti, Chairperson Cheryl Madrigal, THPO	03/01/2023 Email / Letter	**Response received via email with attached letter, Cheryl Madrigal THPO, 04/03/23:** *At this time, we have no additional information to provide and do not request consultation. We recommend that you directly contact the Pechanga Band of Indians and Soboba Band of Luiseño Indians as they are closer to the project and may have pertinent information.*	04/04/2023: MJPA sends email to Rincon THPO, thanking them for their response.
12	**Santa Rosa Band of Cahuilla Indians** Lovina Redner, Chairperson	03/01/2023 Email / Letter	No response received.	
13	**Soboba Band of Luiseno Indians** Isaiah Vivanco, Chairperson Joseph Ontiveros, Cultural Resources Department Jessica Valdez, Cultural ResourcesDepartment	03/01/2023 Email / Letter	No response received.	
14	**Torres-Martinez Desert Cahuilla Indians** Thomas Tortez, Chairperson	03/01/2023 Email / Letter	No response received.	

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring program has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described in *CEQA* § 15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented within this Section at Table 4.2-1.

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the March Joint Powers Authority (JPA) is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The JPA will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Developer, Contractor, or combination thereof.

For the purposes of this MMP, the Applicant is the master developer and as such, measures assigned to the Applicant involve master planning issues and/or backbone infrastructure. Responsibility for design and implementation of individual development sites throughout the Specific Plan area have been assigned to the Developer. Finally, measures assigned to the Contractor refer to the actual contractor managing the construction of each development site.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the JPA shall be immediately informed, and the JPA will then inform any affected responsible agencies. The JPA in conjunction with any affected responsible agencies will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.1 Land Use				
4.1.1 All Radio Frequency generating equipment and band frequencies used for any of the Project facilities shall be reviewed and approved by the MARB communications squadron and Defense Media Center (DMC) Engineering Directorate.	Prior to Project approval	Site Developer	March JPA; MARB communications squadron; DMC Engineering Directorate	As part of the project approval process the applicant shall provide a letter of assurance from MARB and DMC to the MJPA, that said mitigation measure has been complied with.
4.1.2 Project site plans, facilities designs, and operations shall be designed to ensure that structures are not proposed in areas or locations or at heights that would result in interference with DMC and MARB communications or impair DMC and MARB security, and similarly, that Project operations are not proposed in areas or locations that result in interference with DMC communications. To this end, Project site plans, facilities designs, and operations, to specifically include any proposed parking structures in areas adjacent to the DMC, use of exterior reflective materials, and helicopter operations and flight paths, shall be coordinated the Defense Media Center (DMC) Engineering Directorate, as well as the March Air Reserve Base (MARB).	Prior to Project approval	Master and Site Developer	March JPA; DMC Engineering Directorate	As part of the project approval process the applicant shall provide a letter of assurance from MARB and DMC to the MJPA, that said mitigation measure has been complied with.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.1 Land Use (cont'd)				
4.1.3 All exterior lighting shall be downward directed, or shall be otherwise designed and oriented to prevent light overspill.	Prior to Project approval	Master and Site Developer	March JPA	Design submittal. Provide copies of project lighting drawings to document the location and type of fixtures proposed. General notes on building plans shall identify compliance requirements for on-site lighting under Section 4.9.9 of the SP. Photometrics to confirm compliance with measure, prior to building permit issuance.
4.2 Geology and Soils				
4.2.1 Performance standards and requirements established within the Project Geotechnical Investigation which address exposure of people or structures to potentially substantial adverse effects of strong seismic ground shaking or seismic-related ground failure (including liquefaction) shall be incorporated into Project site design and construction plans. A qualified geotechnical engineer shall be retained on-site to ensure that Project implementation is realized consistent with specifications and requirements identified in the Project Geotechnical Investigation.	Prior to Project approval and Issuance of Building Permit	Site Developer	March JPA	As part of the project approval process the applicant shall provide the MJPA with the assurance that proposed project is consistent with the SP Geotechnical Investigation. Otherwise, additional geotechnical study will be required. Prior to the issuance of building permits the applicant shall show compliance with approved Geotechnical Investigation.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.2 Soil testing for potential PCE vapor intrusion shall be performed during construction or ground disturbing activities in the southeasterly portion of the Project site (Area "G" on Figure 4.3-1). If PCE vapors are detected, remedial actions shall completed as required by RCDEH or other lead regulatory agency.	Prior to building permit issuance	Site Developer / Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineers shall be submitted as proof of compliance.
4.3.3 The developer of the deed-restricted former NCO site (Area "E" indicated at EIR Figure 4.3-1) shall provide evidence to the March JPA of compliance with the deed restrictions prior to development of that portion of the Specific Plan. (Deed restrictions are presented at Appendix F to the Project Phase I ESA, EIR Appendix C). Alternatively, if the former NCO site is proposed for uses currently prohibited under the deed restriction on this property, and not already analyzed in the EIR, such uses would be subject to additional analysis as required by CEQA. Prior to building permit issuance, proof of compliance from DTSC and/or the appropriate regulatory agency in Riverside County shall be submitted to the March JPA.	Prior to Project approval	Site Developer	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from DTSC shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.4 If, during the course of Project construction, any underground storage tanks are identified, all activities shall halt. The discovery of any hazardous materials associated with encountered underground tanks, other than those already analyzed in the EIR, would be subject to additional analysis as required by CEQA. Prior to building permit issuance, proof of compliance from the appropriate regulatory agency for the State and/or Riverside County shall be submitted to the March JPA.	Prior to building permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate sign off from DTSC shall be submitted to MJPA prior to permit issuance. A report summarizing findings and resolutions during construction shall be submitted by the contractor as proof of compliance.
4.3.5 Throughout demolition/renovation and site preparation activities, confirmed and suspected asbestos containing materials shall be handled and disposed of by licensed contractors in accordance with all appropriate regulatory agency guidelines.	Prior to grading permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate signoff from DTSC and applicable agencies shall be obtained prior to permit issuance. A report shall be submitted by the contractor as proof of compliance.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.6 Throughout demolition/renovation and site preparation activities, lead based paint will be handled in accordance with local, state and federal regulatory guidance, and any lead based paint covered debris will be removed to authorized disposal locations. All building hazardous materials will be abated as required by law and removed prior to demolition activities for disposal to facilities licensed to accept these materials. Documentation for all disposal of all demolition debris will be provided to the March JPA upon completion of demolition activities.	Prior to grading permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate signoff from DTSC and applicable agencies shall be obtained prior to permit issuance. A report shall be submitted by the contractor as proof of compliance.
4.3.7 Throughout demolition/renovation and site preparation activities, worker safety precautions shall be maintained in accordance with occupational health and safety standards so as to prevent potential exposure to lead-based paint materials, asbestos-containing materials, or other hazardous building materials.	Prior to issuance of grading permit	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. A report shall be submitted by the contractor as proof of compliance with this measure.

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Table 4.2-1
March Lifecare Campus Specific Plan
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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.8 The soil adjacent to those buildings suspected of having LBP shall be evaluated for lead pursuant to guidance and requirements of the Department of Toxic Substances Control. If levels exceeding established DTSC/EPA PRGs (Preliminary Remediation Goals or CHHSLs (California Human Health Screening Levels) are found, soil remediation shall be completed as required by DTSC and/or RCDEH.	Prior to issuance of grading permit	Developer	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from DTSC shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.
4.3.9 Prior to project approval, development applicants shall evaluate and determine if the requested uses/facilities are subject to provisions of Public Resources Code Section 21151.4. Based on this evaluation and determination, applicants shall either:	Prior to Project approval	Site Developer	March JPA	
a) Provide the JPA with signed affidavit(s) that the requested facilities/uses are not subject to provisions of Public Resources Code Section 21151.4, or	Prior to Project approval	Site Developer	March JPA	Developer shall disclose during the project review process if facilities are subject to PRC 21151.4.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.9 cont'd				
b) If the requested uses/facilities are determined to be subject to Public Resources Code Section 21151.4, applicable consultation and notification processes shall be conducted prior certification of any EIR, or approval of any negative declaration for the requested uses/facilities.	Prior to Project approval	Site Developer	March JPA	Proof of proper consultation shall be provided during the project review process.
4.3.10 All soil to be imported to the Project site shall be tested by a qualified soils engineering firm to confirm that the materials are free from contamination as defined by existing regulations. The results of the analysis shall be provided to the March JPA, prior to importation to the site.	Prior to issuance of grading permit	Contractor	March JPA	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.

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March Lifecare Campus Specific Plan
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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.2 Soil testing for potential PCE vapor intrusion shall be performed during construction or ground disturbing activities in the southeasterly portion of the Project site (Area "G" on Figure 4.3-1). If PCE vapors are detected, remedial actions shall completed as required by RCDEH or other lead regulatory agency.	Prior to building permit issuance	Site Developer / Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineers shall be submitted as proof of compliance.
4.3.3 The developer of the deed-restricted former NCO site (Area "E" indicated at EIR Figure 4.3-1) shall provide evidence to the March JPA of compliance with the deed restrictions prior to development of that portion of the Specific Plan. (Deed restrictions are presented at Appendix F to the Project Phase I ESA, EIR Appendix C). Alternatively, if the former NCO site is proposed for uses currently prohibited under the deed restriction on this property, and not already analyzed in the EIR, such uses would be subject to additional analysis as required by CEQA. Prior to building permit issuance, proof of compliance from DTSC and/or the appropriate regulatory agency in Riverside County shall be submitted to the March JPA.	Prior to Project approval	Site Developer	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from DTSC shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.4 If, during the course of Project construction, any underground storage tanks are identified, all activities shall halt. The discovery of any hazardous materials associated with encountered underground tanks, other than those already analyzed in the EIR, would be subject to additional analysis as required by CEQA. Prior to building permit issuance, proof of compliance from the appropriate regulatory agency for the State and/or Riverside County shall be submitted to the March JPA.	Prior to building permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate sign off from DTSC shall be submitted to MJPA prior to permit issuance. A report summarizing findings and resolutions during construction shall be submitted by the contractor as proof of compliance.
4.3.5 Throughout demolition/renovation and site preparation activities, confirmed and suspected asbestos containing materials shall be handled and disposed of by licensed contractors in accordance with all appropriate regulatory agency guidelines.	Prior to grading permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate signoff from DTSC and applicable agencies shall be obtained prior to permit issuance. A report shall be submitted by the contractor as proof of compliance.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.6 Throughout demolition/renovation and site preparation activities, lead based paint will be handled in accordance with local, state and federal regulatory guidance, and any lead based paint covered debris will be removed to authorized disposal locations. All building hazardous materials will be abated as required by law and removed prior to demolition activities for disposal to facilities licensed to accept these materials. Documentation for all disposal of all demolition debris will be provided to the March JPA upon completion of demolition activities.	Prior to grading permit issuance	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate signoff from DTSC and applicable agencies shall be obtained prior to permit issuance. A report shall be submitted by the contractor as proof of compliance.
4.3.7 Throughout demolition/renovation and site preparation activities, worker safety precautions shall be maintained in accordance with occupational health and safety standards so as to prevent potential exposure to lead-based paint materials, asbestos-containing materials, or other hazardous building materials.	Prior to issuance of grading permit	Contractor	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. A report shall be submitted by the contractor as proof of compliance with this measure.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.8 The soil adjacent to those buildings suspected of having LBP shall be evaluated for lead pursuant to guidance and requirements of the Department of Toxic Substances Control. If levels exceeding established DTSC/EPA PRGs (Preliminary Remediation Goals or CHHSLs (California Human Health Screening Levels) are found, soil remediation shall be completed as required by DTSC and/or RCDEH.	Prior to issuance of grading permit	Developer	March JPA; RCDEH; and/or DTSC	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from DTSC shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.
4.3.9 Prior to project approval, development applicants shall evaluate and determine if the requested uses/facilities are subject to provisions of Public Resources Code Section 21151.4. Based on this evaluation and determination, applicants shall either:	Prior to Project approval	Site Developer	March JPA	
a) Provide the JPA with signed affidavit(s) that the requested facilities/uses are not subject to provisions of Public Resources Code Section 21151.4, or	Prior to Project approval	Site Developer	March JPA	Developer shall disclose during the project review process if facilities are subject to PRC 21151.4.

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.9 cont'd				
b) If the requested uses/facilities are determined to be subject to Public Resources Code Section 21151.4, applicable consultation and notification processes shall be conducted prior certification of any EIR, or approval of any negative declaration for the requested uses/facilities.	Prior to Project approval	Site Developer	March JPA	Proof of proper consultation shall be provided during the project review process.
4.3.10 All soil to be imported to the Project site shall be tested by a qualified soils engineering firm to confirm that the materials are free from contamination as defined by existing regulations. The results of the analysis shall be provided to the March JPA, prior to importation to the site.	Prior to issuance of grading permit	Contractor	March JPA	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. A report from a certified geotechnical engineer shall be submitted as proof of compliance.

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.3 Hazards and Hazardous Materials (cont'd)				
4.3.11 Prior to a grading permit issuance, the development contractor(s) shall prepare and submit construction traffic management plan(s) for review and approval by the March JPA. Traffic plans shall be designed to minimize traffic flow interference from construction activities. The plan may include the use of public transportation and satellite parking areas with a shuttle service; it MUST include advance public notice of routing; schedule operations affecting traffic for off-peak hours; minimize obstruction of through-traffic lanes; provide a flag person to guide traffic properly and ensure safety at construction sites. Construction traffic management plans near federal uses to remain shall be coordinated with federal uses to remain, and prepared by a licensed traffic engineer, and shall provide for safe and efficient access and on-site and off-site traffic movements throughout construction activities. Proof of coordination with neighboring federal uses to remain, such as a support letter, shall be supplied to the March JPA at the time of grading permit review.	Prior to grading permit issuance	Developer	March JPA	Prior to permit issuance, the project developer shall submit a construction traffic management plan for review and approval by the March JPA. Said plan shall be coordinated with the MARB, DMC, and federal islands within the SP area.

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.4 Hydrology and Water Quality				
4.4.1 *The Project shall replace all existing water quality control systems within the boundaries of the Specific Plan to accommodate the proposed development. The Project shall construct a secondary cutoff channel parallel to the Heacock Channel as well as a implement water quality control improvements and detention facilities identified in the identified in the Hydrology Report, Appendix D.*	Prior to issuance of grading permit	Site Developer	March JPA	Prior to permit issuance, the project developer shall submit construction plans for hydrology and water quality improvements for review and approval by the March JPA. Said plans shall be consistent with previously approved hydrology plans for the SP area.
4.4.2 *All site specific uses shall use pervious surfaces. For new developments, identify where permeable pavements, such as crushed aggregate, turf block, unit pavers, pervious concrete, or pervious asphalt could be substituted for impervious concrete or asphalt paving.*	Prior to Project approval	Site Developer	March JPA	Design submittal. Project site drawings shall highlight the location of specific paving materials, landscape shading, and/or underground or covered parking and provide measured reflectance and emittance of each paving material installed on site. See Section 4.4.7 of Specific Plan for further guidance.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.4 Hydrology and Water Quality (cont'd)				
4.4.3 All site specific uses shall disperse runoff to adjacent pervious areas. Where possible, direct roof downspouts across pervious areas. A maximum 2:1 ratio between impervious and pervious surfaces is required. Receiving pervious area must be relatively flat, and soils should be amended as needed to promote infiltration. Similarly, parking areas must be designed so that runoff can sheet flow to landscaped areas. Where feasible, use curb cuts or no curbs to allow runoff to flow to vegetated areas.	Prior to Project approval	Master and Site Developers	March JPA	For Non-structural BMP's - provide a list of BMP's including a description of the function of each BMP and the percent annual rainfall treated. For Structural controls – provide a list of structural controls including a description of the pollutant removal of each control and the percent of annual rainfall treated. See Sections 3.8.2 and 3.8.3 of SP for further guidance.
4.4.4 All site specific uses shall direct runoff to bioretention facilities, flow-through planters, dry wells, or cisterns. Where runoff from impervious roofs and paved areas cannot be dispersed to landscaping, direct runoff to facilities designed to detain and treat runoff before letting it seep away slowly. Dry wells or infiltration basins may be used if soils are sufficiently permeable and geotechnical considerations allow.	Prior to Project approval	Master and Site Developers	March JPA	Design submittal. Project site drawings shall highlight the location of specific hydrology mitigation strategies including LIDS. See MM 4.4.3 for additional strategies.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.4 Hydrology and Water Quality (cont'd)				
4.4.5 The Project will replace existing storm drain facilities within the Northeast Corner, and shall construct the appropriate channels and water quality that will properly manage off-site flows as identified in the Hydrology Report, Appendix D.	Prior to Project approval and Grading Permit Issuance	Master Developer	March JPA	The developer shall submit design and preliminary construction plans for storm drain facilities improvements during the project review process. Prior to a permit issuance, final construction plans shall be submitted for approval and shall be substantially consistent with design plans for the SP area.
4.4.6 The Master Developer shall coordinate with the March JPA prior to the alteration, relocation or upgrade of any storm water drainage, water supply or wastewater conveyance facilities within public right of way in order to reduce the potential for disruptions in service and to ensure that any necessary upgrades are implemented in compliance with applicable requirements.	Prior to Project approval	Master Developer	March JPA	The master developer shall identify at the Master Plot Plan level those strategies that must be taken to install the appropriate wastewater and water facilities to serve the SP area.
4.4.7 The Applicant shall define, through accepted floodplain modeling protocols, the extent of any incumbent flood hazards. Modeled floodplain characteristics shall be reviewed and approved by the JPA and as approved, shall be the basis for evaluation of potential floodplain alteration resulting from subsequent development activities proposed within the Specific Plan area.	Prior to Project approval	Master Developer	March JPA	The master developer shall define, through accepted floodplain modeling protocols, the extent of any incumbent flood hazards.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.6 Cultural Resources (cont'd)				
4.6.4 At least 30 days prior to seeking a grading permit, the Project Applicant shall contact the appropriate Indian Tribe to notify the Tribe of grading or excavation, and to coordinate with the JPA and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation and ground disturbing activities; Project grading and development scheduling; terms of compensation; and the treatment and final disposition of any cultural resources, sacred sites, and/or human remains discovered on the site.	Prior to grading permit issuance.	Applicant and Developer	March JPA; appropriate Native American Tribe	The appropriate Tribe shall be contacted during project design, and consulted prior to grading permit issuance. A letter of compliance with affected tribes shall be submitted to the MJPA as proof of compliance with this measure.
4.6.5 Because the Project area has been evaluated as having a low probability to contain buried cultural resources, after completion of the first full day of grading for each increment of development, the qualified archaeological monitor will prepare a brief summary of monitoring and offer further monitoring recommendations, in consultation with the appropriate Indian Tribe. These recommendations may include continued full time monitoring, spot check monitoring, or an end to monitoring. These recommendations will be reviewed and approved by the JPA and the Project Applicant prior to proceeding with further monitoring. At any time during monitoring activities, the qualified archaeological and Tribal monitor(s) shall have the authority to temporarily halt any activities that may impact potentially significant cultural resources.	Prior to grading permit issuance.	Applicant and Developer	March JPA	Prior to demo or construction permit issuance, the contractor shall submit a copy of an executed agreement with a retained Indian Tribe monitor to the MJPA. The monitor will be responsible for verifying compliance with this measure.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.6 Cultural Resources (cont'd)				
4.6.4 At least 30 days prior to seeking a grading permit, the Project Applicant shall contact the appropriate Indian Tribe to notify the Tribe of grading or excavation, and to coordinate with the JPA and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation and ground disturbing activities; Project grading and development scheduling; terms of compensation; and the treatment and final disposition of any cultural resources, sacred sites, and/or human remains discovered on the site.	Prior to grading permit issuance.	Applicant and Developer	March JPA; appropriate Native American Tribe	The appropriate Tribe shall be contacted during project design, and consulted prior to grading permit issuance. A letter of compliance with affected tribes shall be submitted to the MJPA as proof of compliance with this measure.
4.6.5 Because the Project area has been evaluated as having a low probability to contain buried cultural resources, after completion of the first full day of grading for each increment of development, the qualified archaeological monitor will prepare a brief summary of monitoring and offer further monitoring recommendations, in consultation with the appropriate Indian Tribe. These recommendations may include continued full time monitoring, spot check monitoring, or an end to monitoring. These recommendations will be reviewed and approved by the JPA and the Project Applicant prior to proceeding with further monitoring. At any time during monitoring activities, the qualified archaeological and Tribal monitor(s) shall have the authority to temporarily halt any activities that may impact potentially significant cultural resources.	Prior to grading permit issuance.	Applicant and Developer	March JPA	Prior to demo or construction permit issuance, the contractor shall submit a copy of an executed agreement with a retained Indian Tribe monitor to the MJPA. The monitor will be responsible for verifying compliance with this measure.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.6 Cultural Resources (cont'd)				
4.6.5 cont'd *If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or nonhuman bone are inadvertently discovered during ground-disturbing activities, work will stop in that area and the cultural resource monitor(s) will assess the significance of the find in accordance with the Monitoring Plan and, if necessary, develop appropriate treatment procedures, based upon consultation with the professional archaeologist, and taking into account any Native American concerns. If cultural resources are discovered during construction activities, the construction contractor and lead contractor compliance inspector will verify that work is halted until appropriate site-specific treatment measures are implemented, in consultation with the appropriate Indian Tribe.*				
4.6.6 If human remains of Native American origin are discovered during ground-disturbing activities, the Project will proceed in full compliance with State laws relating to the treatment and disposition of Native American burials (Public Resources Code Section 5097 and Health and Safety Code 7050.5).	See previous discussion	Contractor	March JPA	See previous discussions on retaining an Indian Tribe monitor.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.6 Cultural Resources (cont'd)				
4.6.7 A paleontological monitoring program shall be overseen by a qualified paleontological monitor on a full-time basis, once the existing structures have been removed. The extent and duration of the monitoring program would be dependent upon the future redevelopment plans. However, in any case, any excavations exceeding eight feet below the current surface shall be monitored, unless older alluvium is shown to be shallower. The monitoring shall be conducted in a manner consistent with current professional standards and include the authority to halt activities affecting paleontological resources and permitted to recover, analyze, report, and curate the find(s). The most likely repository for curation would be the Western Center at the East Side Reservoir complex, Hemet, Riverside County, California.	Prior to grading permit issuance	Developer	March JPA	Prior to grading permit issuance a monitoring program shall be submitted to the MJPA, consistent with any requirements of site specific developments. If a site developer is subject to this requirement then the appropriate agreements shall be established with the appropriate monitors and a copy of said agreement shall be submitted to the MJPA, prior to permit issuance.
4.7 Biological Resources				
4.7.1 Mitigation alternatives addressing potential impacts to nesting birds shall be accomplished as follows: *a) If possible, vegetation removal activities shall be scheduled from August 1 to February 14, which is outside the general avian nesting season.*	Prior to Project approval	Applicant and Developer	March JPA	As required by the Program DEIR, subsequent biological analysis will be completed on a project by project basis. Any impacts to nesting birds or sensitive resources shall be subject to additional environmental review.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
b) If vegetation is to be cleared during the nesting season (generally, February 15 - July 31), within 30 days of ground disturbing activities, all suitable habitat will be thoroughly surveyed for the presence of nesting birds by a qualified biologist 72 hours prior to clearing. The survey results shall be submitted by the Project applicant to the Planning Director. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.				
4.7.2 To avoid take of active burrowing owl nests clearing and grading in the area of any occupied owl habitat shall be conducted outside the owl nesting season (April 1 to August 31).	Prior to grading permit issuance	Applicant and Developer	March JPA	At issuance of grading permit
4.7.3 In addition, prior to clearing potentially occupied owl habitat outside the owl nesting season (September 1 to March 31) a pre-construction survey shall be conducted no more than 30 (thirty) days prior to ground-disturbing activities to document the location of any occupied burrows. Any owls present shall be passively or actively relocated following JPA/CDFG approved protocols, and with JPA/CDFG permission, prior to commencement of clearing.	No more than 30 (thirty) days prior to ground-disturbing activities	Applicant and Developer	March JPA; CDFG	At issuance of grading permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.4 Prior to submitting an infrastructure plan that would affect areas within 50 feet of the Heacock Street or Cactus Avenue Channels (Channels), the applicant shall complete a site and development-specific habitat assessment to identify the precise extent of impacts to riverine/riparian areas in and around the Channels. Based on this assessment, the applicant shall submit a determination to the Riverside County Flood Control and Water Conservation District and the Army Corp of Engineers for consideration. In addition, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Plan shall be submitted to the Riverside County Environmental Programs Department for review and approval.	Prior to submitting infrastructure plans	Applicant and Developer	March JPA; RCFC & WCD; ACOE; Riverside County Environmental Programs Department	At submittal of infrastructure plans
4.7.5 To reduce the increased risk of invasive non-native plants entering into the riparian habitat along the Cactus Avenue and Heacock Street Channels, no invasive non-native plant species (plant species on California Exotic Pest Plant Council [CalEPPC] lists A or B; Bossard et al. 2000 or species listed in Table 6-2 of the MSHCP, as per PPP-BIO-3) shall be planted or seeded within 150 feet of riparian habitat along the referenced Channels.	Prior to issuance of building permit	Applicant	March JPA	At issuance of building permit
4.7.6 Prior to any permit issuance, the Project Applicant shall complete and submit to CDFG a notification package pursuant to Fish and Game Code Section 1602, together with the requisite fee. Based on its review of the notification package, CDFG shall determine applicable provisions of a Project Lake or Streambed Alteration Agreement (LSAA).	Prior to issuance of grading permit	Applicant	March JPA; CDFG	At issuance of grading permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.6 (cont'd) *The Applicant shall comply with all included LSAA measures to protect fish and wildlife resources. Such measures may include but are not limited to:* • *Avoiding potential impacts altogether by not taking a certain action or parts of an action;* • *Impacts will be minimized by limiting the degree or magnitude of disturbance;* • *Rectifying any impacts by repairing, rehabilitating, or restoring the impacted environment;* • *Reducing or eliminating impacts over time by preservation and maintenance operations conducted over the life of the Project; and* • *Compensation for any impacts by replacing or providing substitute resources or environments at a minimum of a 2:1 ratio.*				
4.7.7 Based on the final approved Project design, and prior to any earthmoving or vegetation-disturbing activities, the developer shall consult with the Army Corps of Engineers to determine appropriate 404 permit requirements (either coverage under a Nationwide Permit, or issuance of an Individual Permit), and shall comply with these requirements.	Prior to any earthmoving or vegetation-disturbing activities	Applicant and Developer	March JPA; ACOE	At issuance of grading permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.8 Based on 404 Permit requirements, the Applicant shall obtain a Section 401 certification from the Regional Water Quality Control Board prior to any earthmoving or vegetation-disturbing activities. Project and site-specific mitigation mandated in accordance with Section 401 certification will be implemented prior to construction activities which may affect the identified waterway(s) and habitat. Such conditions will be included in the Corps of Engineers Section 404 Permit required of the Project, including but not limited to replacing or providing substitute resources at a ratio of 2:1.	Prior to Project approval and grading permit issuance	Master Developer	March JPA; RWQCB	The applicant shall obtain the appropriate permits from the ACOE and County of Riverside for impacts identified along or within the Cactus/Heacock Channels during the Project design review process.
4.8 Traffic and Circulation				
4.8.1 Consistent with the provisions of the March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Cactus Avenue at the I-215 Southbound Ramp: • *Eliminate southbound (off-ramp) left-turn movements by allowing only right-turn movements (forcing all southbound-to-eastbound movements to use the southbound loop off-ramp); and* • *Add a second left-turn lane in the westbound direction.*	Prior to issuance of building permit	Applicant and Developer	March JPA	The appropriate TUMF fees shall be submitted through the MJPA during the permitting process.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.8 Traffic and Circulation (cont'd)				
4.8.2 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvement at the intersection of Alessandro Boulevard at the I-215 Northbound Ramp:	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
• *Provide a second eastbound left-turn lane.*				
4.8.3 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvement at the intersection of Alessandro Boulevard at I-215 Southbound Ramp:	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
• *Restripe the southbound approach to provide two right-turn lanes and one left-turn lane.*				
4.8.4 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Oleander Avenue at the I-215 Northbound Ramp:	Prior to Opening Year 2011 and/or completion of Phase 1 for SP development	Master Developer	March JPA	The master developer shall submit
• *Add a free-flow westbound right-turn lane with commensurate improvements on the northbound on-ramp to accommodate the free-flow operation. This requires widening of the north side of Oleander Avenue for a distance of approximately 600 feet from this intersection.*				

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.8 Traffic and Circulation (cont'd)				
4.8.5 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Oleander Avenue at the I-215 Southbound Ramp: • *Widen the southbound off-ramp to provide two left-turn lanes and one optional through-or-right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
4.8.6 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Ramona Expressway at the I-215 Northbound Ramp: • *Widen the westbound approach to provide a free-flow right-turn lane, with commensurate widening on the on-ramp to provide two lanes at the throat before merging to one lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
4.8.7 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Ramona Expressway at the I-215 Southbound Ramp: • *Widen the southbound off-ramp to provide two left-turn lanes and one optional through-or-right-turn lane; and* • *Widen the eastbound approach to provide a separate right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.8 Traffic and Circulation (cont'd)				
4.8.8 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Alessandro Boulevard at the I-215 Northbound Ramp: • *Widen the northbound off-ramp to provide two left-turn lanes, one optional left-or-through lane, and a separate right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
4.8.9 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Van Buren Boulevard at Trautwein Road: • *Add a second westbound left-turn lane and provide right-turn overlap phasing;* • *Convert the eastbound right-turn lane to an optional eastbound through-or-right-turn lane; and* • *Convert the southbound right-turn lane to an optional southbound through-or-right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.4 Prior to submitting an infrastructure plan that would affect areas within 50 feet of the Heacock Street or Cactus Avenue Channels (Channels), the applicant shall complete a site and development-specific habitat assessment to identify the precise extent of impacts to riverine/riparian areas in and around the Channels. Based on this assessment, the applicant shall submit a determination to the Riverside County Flood Control and Water Conservation District and the Army Corp of Engineers for consideration. In addition, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Plan shall be submitted to the Riverside County Environmental Programs Department for review and approval.	Prior to submitting infrastructure plans	Applicant and Developer	March JPA; RCFC & WCD; ACOE; Riverside County Environmental Programs Department	At submittal of infrastructure plans
4.7.5 To reduce the increased risk of invasive non-native plants entering into the riparian habitat along the Cactus Avenue and Heacock Street Channels, no invasive non-native plant species (plant species on California Exotic Pest Plant Council [CalEPPC] lists A or B; Bossard et al. 2000 or species listed in Table 6-2 of the MSHCP, as per PPP-BIO-3) shall be planted or seeded within 150 feet of riparian habitat along the referenced Channels.	Prior to issuance of building permit	Applicant	March JPA	At issuance of building permit
4.7.6 Prior to any permit issuance, the Project Applicant shall complete and submit to CDFG a notification package pursuant to Fish and Game Code Section 1602, together with the requisite fee. Based on its review of the notification package, CDFG shall determine applicable provisions of a Project Lake or Streambed Alteration Agreement (LSAA).	Prior to issuance of grading permit	Applicant	March JPA; CDFG	At issuance of grading permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.6 (cont'd) *The Applicant shall comply with all included LSAA measures to protect fish and wildlife resources. Such measures may include but are not limited to:* • *Avoiding potential impacts altogether by not taking a certain action or parts of an action;* • *Impacts will be minimized by limiting the degree or magnitude of disturbance;* • *Rectifying any impacts by repairing, rehabilitating, or restoring the impacted environment;* • *Reducing or eliminating impacts over time by preservation and maintenance operations conducted over the life of the Project; and* • *Compensation for any impacts by replacing or providing substitute resources or environments at a minimum of a 2:1 ratio.*				
4.7.7 Based on the final approved Project design, and prior to any earthmoving or vegetation-disturbing activities, the developer shall consult with the Army Corps of Engineers to determine appropriate 404 permit requirements (either coverage under a Nationwide Permit, or issuance of an Individual Permit), and shall comply with these requirements.	Prior to any earthmoving or vegetation-disturbing activities	Applicant and Developer	March JPA; ACOE	At issuance of grading permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.7 Biological Resources (cont'd)				
4.7.8 Based on 404 Permit requirements, the Applicant shall obtain a Section 401 certification from the Regional Water Quality Control Board prior to any earthmoving or vegetation-disturbing activities. Project and site-specific mitigation mandated in accordance with Section 401 certification will be implemented prior to construction activities which may affect the identified waterway(s) and habitat. Such conditions will be included in the Corps of Engineers Section 404 Permit required of the Project, including but not limited to replacing or providing substitute resources at a ratio of 2:1.	Prior to Project approval and grading permit issuance	Master Developer	March JPA; RWQCB	The applicant shall obtain the appropriate permits from the ACOE and County of Riverside for impacts identified along or within the Cactus/Heacock Channels during the Project design review process.
4.8 Traffic and Circulation				
4.8.1 Consistent with the provisions of the March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Cactus Avenue at the I-215 Southbound Ramp: • *Eliminate southbound (off-ramp) left-turn movements by allowing only right-turn movements (forcing all southbound-to-eastbound movements to use the southbound loop off-ramp); and* • *Add a second left-turn lane in the westbound direction.*	Prior to issuance of building permit	Applicant and Developer	March JPA	The appropriate TUMF fees shall be submitted through the MJPA during the permitting process.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.8 Traffic and Circulation (cont'd)				
4.8.2 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvement at the intersection of Alessandro Boulevard at the I-215 Northbound Ramp:	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
• *Provide a second eastbound left-turn lane.*				
4.8.3 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvement at the intersection of Alessandro Boulevard at I-215 Southbound Ramp:	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
• *Restripe the southbound approach to provide two right-turn lanes and one left-turn lane.*				
4.8.4 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Oleander Avenue at the I-215 Northbound Ramp:	Prior to Opening Year 2011 and/or completion of Phase 1 for SP development	Master Developer	March JPA	The master developer shall submit
• *Add a free-flow westbound right-turn lane with commensurate improvements on the northbound on-ramp to accommodate the free-flow operation. This requires widening of the north side of Oleander Avenue for a distance of approximately 600 feet from this intersection.*				

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.8 Traffic and Circulation (cont'd)				
4.8.5 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Oleander Avenue at the I-215 Southbound Ramp: • *Widen the southbound off-ramp to provide two left-turn lanes and one optional through-or-right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
4.8.6 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Ramona Expressway at the I-215 Northbound Ramp: • *Widen the westbound approach to provide a free-flow right-turn lane, with commensurate widening on the on-ramp to provide two lanes at the throat before merging to one lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit
4.8.7 Consistent with the provisions of The March JPA TUMF Ordinance, the Project Applicant shall contribute TUMF that will be employed for the following improvements at the intersection of Ramona Expressway at the I-215 Southbound Ramp: • *Widen the southbound off-ramp to provide two left-turn lanes and one optional through-or-right-turn lane; and* • *Widen the eastbound approach to provide a separate right-turn lane.*	Prior to issuance of building permit	Master and Site Developer	March JPA	At issuance of building permit

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality				
4.9.1 The contractor(s) shall apply for all appropriate SCAQMD permits for all actions associated with site demolition and construction, including crushing operations.	Prior to any permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.2 The construction contractor shall apply soil stabilizers to all disturbed areas if the area is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, soil stabilizers shall be reapplied per SCAQMD Fugitive Dust Best Available Control (BAC) Measures and High Winds Contingency Control Measures.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.3 The construction contractor shall replace all ground cover in disturbed areas within 30 days of the time construction is completed in that area; and that dust suppression (i.e., watering) shall be required for all disturbed areas where ground cover has not yet been re-established.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.4 The construction contractor shall water all active disturbed surfaces, including any unpaved haul roads, four times per day throughout the construction period.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.5 The construction contractor shall water down all soils/debris/fill materials being loaded or unloaded at the site, within 15 minutes of loading/unloading. Materials shall be saturated to the point that no visible dust plumes are generated during loading/unloading activities.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.6 All construction-related traffic on unpaved roads shall be reduced to 15 mph or less.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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	Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9	**Air Quality (cont'd)**				
4.9.7	*No more than 30 acres per day shall be actively developed.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.8	*All diesel-fueled construction equipment shall be classified as operating at EPA Tier III or better emission efficiencies.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.3 *The construction contractor shall replace all ground cover in disturbed areas within 30 days of the time construction is completed in that area; and that dust suppression (i.e., watering) shall be required for all disturbed areas where ground cover has not yet been re-established.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.4 *The construction contractor shall water all active disturbed surfaces, including any unpaved haul roads, four times per day throughout the construction period.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.5 The construction contractor shall water down all soils/debris/fill materials being loaded or unloaded at the site, within 15 minutes of loading/unloading. Materials shall be saturated to the point that no visible dust plumes are generated during loading/unloading activities.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.6 All construction-related traffic on unpaved roads shall be reduced to 15 mph or less.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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	Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9	**Air Quality (cont'd)**				
4.9.7	*No more than 30 acres per day shall be actively developed.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.8	*All diesel-fueled construction equipment shall be classified as operating at EPA Tier III or better emission efficiencies.*	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.9 Construction equipment, including on-road construction trucks and other vehicles greater than 10,000 pounds, shall be shut off when not in use and shall not idle for more than ten minutes.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.10 On-site and off-site queuing of trucks shall be limited to periods when absolutely necessitated by grading or construction activities.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.11 The construction contractor shall install temporary construction power onsite to operate all small construction equipment that would otherwise be powered by diesel or gasoline (e.g., compressors and stucco mixers).	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.9.12 Low or no-VOC paints shall be universally employed in construction painting applications.	Prior to permit issuance	Contractor	March JPA	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.13 Building and site plan designs shall ensure that the design of the proposed buildings or structures exceed applicable Title 24 requirements by a minimum of 20 percent. Any combination of the following design features may be used to fulfill this mitigation provided that the total increase in efficiency meets or exceeds 20 percent: • *Increase in insulation such that heat transfer and thermal bridging is minimized;* • *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;* • *Incorporate dual paned or other energy efficient windows;* • *Incorporate energy efficient space heating and cooling equipment;* • *Incorporate energy efficient light fixtures;* • *Incorporate energy efficient appliances;* • *Incorporate energy efficient domestic hot water systems;* • *Incorporate cool roofs/light colored roofing;* • *Consult with Edison's Saving By Design Team and incorporate their recommendations.*	Prior to Project approval and building permit issuance	Site Developer	March JPA	These measures shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.14 Building and site plan designs shall provide exterior electric outlets available to maintenance and landscape personnel. Separate exterior electric outlets shall also be provided as a power source for auxiliary electric units on heavy-duty diesel delivery trucks.	Outlet locations and specifications to be reviewed and approved concurrent with building plan review.	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.
4.9.15 Landscape plans shall include drought-resistant and smog-tolerant trees, shrubs and groundcover to ensure long-term viability and conserve water and energy.	Landscaping specifications to be reviewed and approved concurrent with building plan review.	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.16 Landscape designs shall incorporate shade trees around main buildings, particularly along southern elevations, except in cases where such plantings would create operational constraints.	Landscaping specifications to be reviewed and approved concurrent with building plan review.	Site Developer	March JPA; WMWD	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.
4.9.17 Landscaping within the Project's common areas shall be operated by a computerized irrigation system capable of reading current weather data and making correlating automatic adjustments to independent run times for each irrigation valve. In addition, the computerized irrigation system shall be equipped with flow-sensing and automatic shut-off capabilities in the event of a mainline break or broken head.	Landscaping specifications to be reviewed and approved concurrent with building plan review.	Site Developer	March JPA; WMWD	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.18 Building and site plan designs shall incorporate interior and exterior illumination elements that allow for their selective use and control.	Prior to Project approval and building permit issuance.	Site Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Inspection prior to issuance of Certificate of Occupancy.
4.9.19 Compact fluorescent light bulbs or equivalently efficient lighting shall be universally employed for all interior lighting applications.	Prior to project approval and building permit issuance.	Site Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.20 All boilers and emergency generators associated with the proposed facilities shall be natural gas fired.	Prior to Project approval and Building permit issuance	Site Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.
4.9.21 Low-flush toilets shall be installed within all facilities as specified by the California State Health and Safety Code Section 17921.3.	Prior to Project approval and Building permit issuance	Site Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.22 All showerheads, lavatory faucets, and sink faucets shall comply with the flow rate standards established by the California Energy Commission.	Prior to Project approval and building permit issuance	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.
4.9.23 Project facilities with 250 or more employees shall incorporate shower/changing facilities.	Prior to Project approval and Building permit issuance	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures. Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.
4.9.24 Project facilities shall provide lockers as a safe repository for helmets and biking gear.	Locker specifications and locations to be reviewed and approved concurrent with building plan review.	Developer	March JPA	Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.25 Project facilities with 250 or more employees shall provide designated preferential parking spaces for carpool vehicles.	Designated preferential parking spaces for carpool vehicles to be developed and submitted for review and approval with building plans.	Developer	March JPA	Provision of preferential carpool parking spaces will be field-verified prior to issuance of Certificate of Occupancy. A statement of availability of preferential carpool/ vanpool spaces for employees and a description of the method for obtaining such spaces must be included on the required transportation information board.
4.9.26 Project facilities shall provide designated preferential parking spaces for ultra-low emission vehicles, and alternative fueled vehicles.	Designated preferential parking spaces for ultra-low emission vehicles and alternative fueled vehicles to be developed and submitted for review and approval with building plans.	Developer	March JPA	Provision of preferential ultra-low emission vehicles and alternative fueled vehicles parking spaces will be field-verified prior to issuance of the first Certificate of Occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.25 Project facilities with 250 or more employees shall provide designated preferential parking spaces for carpool vehicles.	Designated preferential parking spaces for carpool vehicles to be developed and submitted for review and approval with building plans.	Developer	March JPA	Provision of preferential carpool parking spaces will be field-verified prior to issuance of Certificate of Occupancy. A statement of availability of preferential carpool/ vanpool spaces for employees and a description of the method for obtaining such spaces must be included on the required transportation information board.
4.9.26 Project facilities shall provide designated preferential parking spaces for ultra-low emission vehicles, and alternative fueled vehicles.	Designated preferential parking spaces for ultra-low emission vehicles and alternative fueled vehicles to be developed and submitted for review and approval with building plans.	Developer	March JPA	Provision of preferential ultra-low emission vehicles and alternative fueled vehicles parking spaces will be field-verified prior to issuance of the first Certificate of Occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.27 Facilities shall display up-to-date transit routes for the Project area in a visible and convenient location for employees.	Sign content and locations to be reviewed and approved concurrent with Site Plan review.	Developer	March JPA	Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.
4.9.28 All loading dock and delivery areas shall be posted with signs informing truck drivers of California Air Resources Board (CARB) regulations, including the following:	Sign content and locations to be reviewed and approved concurrent with Site Plan review.	Developer	March JPA	Initial inspection prior to issuance of Certificate of Occupancy; periodic inspection ongoing thereafter.
• *Truck drivers shall turn off engines when not in use;*		Contractor	March JPA/AQMD	This measure shall be added to general notes on construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.9 Air Quality (cont'd)				
4.9.28 (cont'd)		Contractor	March JPA/AQMD	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
• *All diesel delivery trucks servicing the Project shall not idle more than five minutes per truck trip per day; and*				
• *Truck drivers shall restrict idling emissions of heavy-duty diesel delivery trucks carrying refrigerated or frozen cargo by using self-contained auxiliary electric power units, or by connection to electric outlets provided by the facility.*		Contractor	March JPA/AQMD	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise				
4.10.1 The construction contractor shall ensure that construction activities occur only between the hours of 7:00 a.m. and 7:00 p.m. Construction shall not be permitted on Saturdays, Sundays or holidays. Correlating language shall be incorporated on all construction bid documents, construction specifications, and construction plans.	Throughout construction	Contractor	March JPA/AQMD	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.10.2 The construction contractor shall ensure that heavy construction equipment operations shall not exceed 75 dBA Leq (12 hrs) at off-site receptors during the permitted construction hours (7:00 a.m. to 7:00 p.m.) Correlating language shall be incorporated on all construction bid documents, construction specifications, and construction plans. The construction contractor shall prepare a Construction Equipment Schedule and Operation Plan demonstrating modeled compliance with this Mitigation Measure. This Plan shall be reviewed and approved by the JPA prior to the issuance of correlating development permits.	Throughout construction	Contractor	March JPA	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.3 The construction contractor shall ensure that all construction equipment is properly maintained with operating mufflers and air intake silencers no less effective than those originally installed by the manufacturer. No equipment shall have an un-muffled exhaust. Correlating language shall be incorporated on all construction bid documents, construction specifications, and construction plans.	Throughout construction	Contractor	March JPA	This measure shall be added to general notes on project plans, construction specifications, plans, and bid documents. The appropriate permits from AQMD shall be submitted to the MJPA prior to permit issuance. Proof of compliance shall be submitted by the Contractor prior to certificate of occupancy.
4.10.4 Site and development-specific noise impact studies shall be conducted for all future construction activities within the Project site. Mitigation Measures 4.10.1 through 4.10.3 (listed previously) or equivalent noise reduction measures shall be provided for construction noise impacts determined to be potentially significant.	Prior to Project approval	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.5 Prior to the issuance of building permits, site and use-specific noise studies shall be completed for any future projects involving the development of sensitive land uses. Employing standard building construction standards will ensure that interior noise levels will not exceed the maximum acceptable condition of 45 dBA CNEL. These, or equivalent measures identified through site-specific acoustical analyses shall be implemented.	Prior to Project approval	Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.
4.10.6 Concurrent with approval of development plans and roadway plans within the Specific Plan area, proposed truck routes shall be identified and delineated. Truck routes shall be approved by the March JPA.	Prior to Master Plot Plan approval.	Developer	March JPA	Truck routes will be determined as part of project design in order to provide efficient access routes throughout the medical campus.
4.10.7 Trucking operations shall be restricted to designated routes, times, and speeds as determined and approved by the March JPA.	Prior to Project approval	Developer	March JPA	During Project design review, the MJPA will determine whether proposed trucking operations are consistent with the provisions and requirements of the Specific Plan.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.8 Project operational noise impacts as received at off-site land uses shall be presumed to be potentially significant. Accordingly, site and development-specific noise impact analyses shall be prepared for all future development within the Specific Plan area demonstrating compliance with applicable JPA and City of Moreno Valley noise standards, as follows: • *Operational noise generated by the Project as received by any off site sensitive land use within the Base shall not exceed 70 dBA CNEL.* • *Operational noise generated by the Project as received at City of Moreno Valley receptors shall not exceed 55 dBA Leq between 10:00 p.m. and 7:00 a.m. and 60 dBA Leq between 7:00 a.m. and 10:00 p.m.*	Prior to Project approval	Site Developer	March JPA; City of Moreno Valley	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.
4.10.9 If future uses cannot meet the performance standards imposed by Mitigation Measure 4.10.8, then those impacts would be subject to additional environmental review as required by CEQA.	Prior to Project approval	Site Developer	March JPA	Determination to be made during project design review.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.10 Project operational noise impacts as received at Specific Plan land uses shall be presumed to be potentially significant. Accordingly, site and development-specific noise impact analyses shall be prepared for all future development within the Specific Plan area demonstrating compliance with applicable JPA noise standards as follows:	Prior to Project approval	Site Developer	March JPA	At issuance of grading permit
• *Operational noise generated by the Project as received by sensitive land use within the Specific plan area shall not exceed 70 dBA CNEL.*				This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.
4.10.11 Interior space noise attenuation within the Specific Plan area shall be achieved consistent with CCR Title 24 California Building Standards requirements.	Prior to Project approval	Site Developer	March JPA	This measure shall be added as a note to project and construction plans. Project architect shall provide adequate design strategies to address these mitigation measures.

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4.10 Noise (cont'd)				
4.10.12 If future uses cannot meet the performance standards imposed by Mitigation Measures 4.10.10 and 4.10.11, then those impacts would be subject to additional environmental review as required by CEQA.	Prior to Project approval	Site Developer	March JPA	Project architect shall provide adequate design strategies to address these mitigation measures.
4.10.13 If helipad(s) are proposed, these facilities shall be located a minimum of 500 feet from the Specific Plan's easterly property boundary (Heacock Street), thereby minimizing potential noise exposure of proximate residential land uses within the City of Moreno Valley.	Prior to Project approval	Site Developer	March JPA	The ultimate location of a helipad shall be determined as early as possible during project design, and shall be coordinated with the neighboring DMC and MARB facilities.
4.10.14 Concurrent with approval of development plans and roadway plans within the Specific Plan area, proposed ambulance routes shall be identified and delineated. Ambulance routes within the Specific Plan area shall be as approved by the March JPA.	Concurrent with approval of the Master Plot Plan	Developer	March JPA	Ambulance routes must be determined during Project design process. The appropriate traffic analysis must be completed to ensure compliance with SP goals of providing efficient emergency access throughout the SP area.

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Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.15 The Applicant shall coordinate with the City of Moreno Valley in the planning of ambulance routes.	Prior to Project approval	Master and Site Developer	March JPA; City of Moreno Valley	Prior to Project approval
4.10.16 Noise-sensitive land uses within the Project area not directly associated with the helipad shall be located such that they are a minimum of 600 feet from the center of the helipad, and the buildings designed to maintain an interior noise level of 45 dBA CNEL or less.	Prior to Project approval	Site Developer	March JPA	The ultimate location of a helipad shall be determined as early as possible during project design and shall be coordinated with the neighboring DMC and MARB facilities.
4.10.17 The orientation and design of the hospital grounds associated with the helipad shall be such that they minimize noise associated with the helipad to potential exterior gathering places; and that the hospital building design is such that interior noise levels are maintained at 45 dBA CNEL or less.	Prior to Project approval	Site Developer	March JPA	Building orientation and design for hospital grounds must be determined during the Project design process.
4.10.18 All proposed ambulance routes shall be implemented in accordance with Mitigation Measures 4.10.14 and 4.10.15.	Prior to Project approval	Site Developer	March JPA	Ambulance routes must be determined during Project design process. The appropriate traffic analysis must be completed to ensure compliance with SP goals of providing efficient emergency access throughout the SP area.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.10 Noise (cont'd)				
4.10.19 Heavy construction equipment operations (equipment and activities capable of producing groundborne vibration levels of 87 VdB or greater) are prohibited within 63 feet of occupied Specific Plan land uses. This requirement may be waived if the developer provides, and the JPA accepts, substantiating analysis demonstrating that vibration levels received at the closest occupied land use will not exceed 75 VdB.	Prior to grading permit issuance	Contractor	March JPA	This measure must be listed on construction plans.
4.11 Utilities and Public Services				
4.11.1 Based on national fire standards, one new fire station and/or engine company could be required for every 2,000 new dwelling units, or 3.5 million square feet of commercial/industrial occupancy. Prior to any subsequent project approval associated with the Specific Plan, the applicant shall provide the MJPA a letter from CalFire identifying that the project will either meet this requirement or not be subject to this requirement.	Prior to Project approval	Master Developer	March JPA	A letter from CalFire can be submitted to the MJPA verifying compliance with this measure.

Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.11 Utilities and Public Services (cont'd)				
4.11.2 Prior to a demolition permit issuance, the contractor(s) must submit a construction and demolition waste management plan for March JPA review and approval that will recycle and/or salvage at least 50% of non-hazardous construction and demolition debris. Contractor(s) must develop and implement a construction management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or co-mingled. Excavated soil and land-clearing debris cannot be counted toward this 50% requirement.	Prior to issuance of demolition permits	Contractor	March JPA	Contractor must submit a construction/demolition waste management plan identifying that least 50% of non-hazardous construction and demolition debris will be recycled.
4.11.3 Prior to building permit issuance, the contractor(s) must submit a report from a registered geotechnical engineer, or a specialist approved by the MJPA, verifying compliance with approved construction and demolition waste management plans.	Prior to issuance of building permits	Contractor	March JPA	Contractor must submit a report from a registered geotechnical engineer verifying compliance with demolition waste management plans. Receipts may also be submitted as supplemental proof of compliance.

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Table 4.2-1
March Lifecare Campus Specific Plan
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Responsible/ Reporting Entity	Monitoring Agency	Method of Assurance
4.11 Utilities and Public Services (cont'd)				
4.11.4 Prior to issuance of a certificate of occupancy, the contractor(s) must submit documentation to the March JPA that demonstrates compliance with approved construction waste management plans requirements of 50% waste reduction.	Prior to issuance of occupancy permits	Contractor	March JPA	Contractor must submit a report verifying compliance with demolition waste management plans. Receipts may also be submitted as supplemental proof of compliance.

EXHIBIT "B"

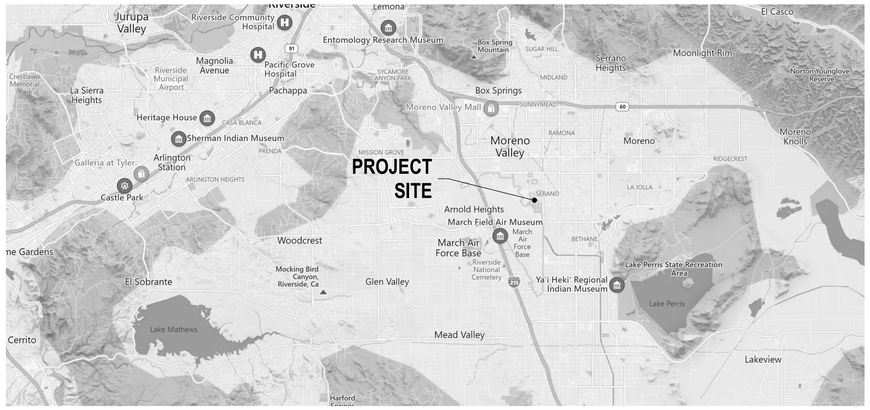
U.S. Vets Transitional Housing Program Specific Plan
Plot Plan Amendment #1 (PP 10-02, A1)

Site Plan, Building Elevations, Grading Plan, Landscape Plan, Civil

US VETS MARCH VETERANS VILLAGE - PHASE 03

15301 6TH STREET
RIVERSIDE, CA 92518

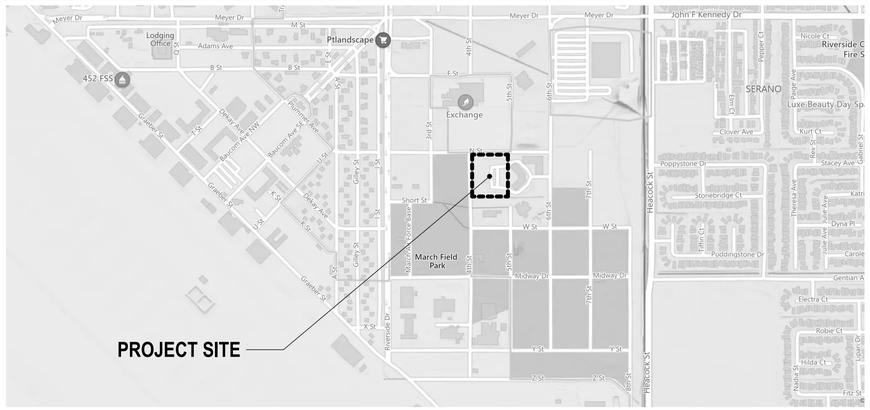
PLOT PLAN SUBMITTAL PP 10-02, A1
FEBRUARY 2024



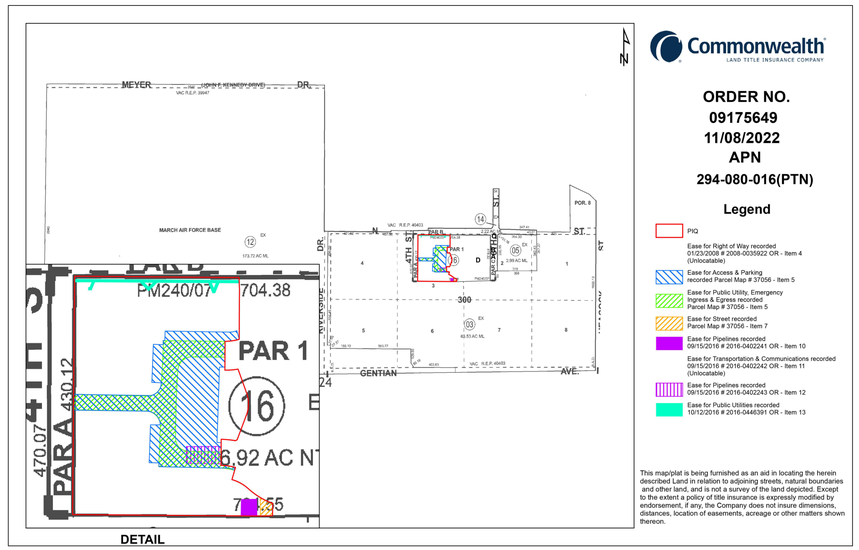
PROJECT BUILDING SUMMARY						
BUILDING	CLASSIFICATION	GROSS BUILDING AREA	UNIT TYPES	TOTAL UNIT COUNT	TOTAL BED COUNT	GROSS UNIT AREA
B4 (MULTIFAMLY)	TRANSITIONAL HOUSING	±11,850	STUDIOS (TWO SIMILAR TYPES OF THE SAME SIZE)	24	24	±375
B5 (COMFORT HOMES - 44 SEPARATE BUILDINGS)	PERMANENT SUPPORTIVE HOUSING	±22,150	ONE BEDROOMS	44	44	±503
TOTALS		±34,000		68	68	

WATER	WESTERN MUNICIPAL WATER DISTRICT
SEWER	WESTERN MUNICIPAL WATER DISTRICT
ELECTRICITY	SOUTHERN CALIFORNIA EDISON
GAS	SOCAL GAS COMPANY MARCH JOINT POWERS AUTHORITY
TELEPHONE	VERIZON
CABLE	TIME WARNER CABLE
SOLID WASTER	WASTE MANAGEMENT INLAND EMPIRE

VICINITY MAP



LOCATION MAP



PARCEL MAP

PROPOSED BUILDING SUMMARY

ADDRESS: 15301 6TH STREET, RIVERSIDE, CA 92518

APN: 294-080-016

SITE ZONING: SP-6 INSTITUTIONAL RESIDENTIAL

LOT AREA: 3.038 ACRES (±132,354 SF)
BUILDABLE AREA: ±109,927 SF
COVERAGES AS A PERCENTAGE OF LOT AREA

LOT COVERAGE: 33.1% (±43,670 SF)

LOT OPEN SPACE - PUBLIC: 5.7% (±7,485 SF)
LOT OPEN SPACE - PRIVATE (COVERED): 6.9% (±9,150 SF)

LOT LANDSCAPING: 45% (±60,142 SF)

DENSITY: 22.38 DU / ACRE (FROM LOT AREA)

MAX HEIGHTS: MULTIFAMILY: +/- 32' - 0", COMFORT HOMES +/- 16' - 0"

PARKING: SEE SHEET A-1.1 FOR PARKING INFORMATION

PROJECT SUMMARY

CLIENT:
US VETS (UNITED STATES VETERANS INSTITUTE)
800 W. SIXTH STREET, SUITE 1505
LOS ANGELES, CA 90017
TEL: 213.542.2600

CLIENT PARTNER:
TUNNELS TO TOWERS FOUNDATION
2361 HYLAN BLVD.
STATEN ISLAND, NY 10306
TEL: 718.987.1931

OWNERS REPRESENTATIVE:
THE TRIMBLE COMPANY
2302 SAN JUAN ROAD
SAN DIEGO, CA 92103
TEL: 619-851-3628

DESIGN ARCHITECT:
GENSLER
500 S FIGUEROA STREET
LOS ANGELES, CA 90071
TEL: 213.327.3600
FAX: 213.327.3601

STRUCTURAL ENGINEER:
TBD

MODULAR MANUFACTURER:
GUERDON
5556 FEDERAL WAY
BOISE, ID 83716
TEL: 208.345.5100

MEP ENGINEER:
ALFATECH
421 E. HUNTINGTON DRIVE
MONROVIA, CA 91016
TEL: 213.212.9860

LANDSCAPE ARCHITECT:
URBAN ARENA
3195 RED HILL AVENUE, LOFT F
COSTA MESA, CA 92626
TEL: 714.754.4500

FIRE PROTECTION + LIFE SAFETY:
TBD

ACOUSTICAL:
TBD

CIVIL ENGINEER:
URBAN RESOURCE CORPORATION
2923 SATURN STREET, SUITE H
BREA, CA 92821
TEL: 949.727.9095

GEOTECHNICAL:
TERRACON CONSULTANTS
1421 EDINGER AVE., SUITE C
TUSTIN, CA 92780
TEL: 714.261.0051

TRAFFIC ENGINEER:
LINSCOTT, LAW & GREENSPAN, ENGINEERS
4542 RIFFNER STREET, SUITE 100
SAN DIEGO, CA 92111
TEL: 858.300.8800

DRY UTILITY:
THE DRY UTILITY EXPERT
TEL: 714.791.6711

LEED CONSULTANT:
GILLERAN ENERGY MANAGEMENT, INC.
750A DAVIS ST
SANTA ROSA, CA 95401
TEL: 707.528.7318

PROJECT DIRECTORY

UTILITY PROVIDERS

DRAWING LIST

SHEET INDEX	
NUMBER	NAME
GENERAL	
G-0.0	COVER SHEET
G-0.1	PROJECT INFORMATION
G-0.2	GENERAL SHEET NOTES
G-0.3	EXISTING SITE PHOTOS, COLORS, AND MATERIALS
ARCHITECTURE	
A-1.0	PRELIMINARY SITE PLAN
A-1.1	PRELIMINARY SITE PARKING DIAGRAM
A-1.2	PRELIMINARY SITE EQUIPMENT LAYOUT
A-2.0	BUILDING TYPE B5 - COMFORT HOMES - TYPICAL PLANS
A-2.1	BUILDING TYPE B5 - COMFORT HOMES - TYPICAL ELEVATIONS AND SECTION
A-2.2	BUILDING TYPE B5 - COMFORT HOMES - UNIT OPTIONS
A-2.3	BUILDING TYPE B5 - RENDERS
A-3.0	BUILDING B4 - MULTIFAMILY PLANS - LEVEL 01 AND TYPICAL UNIT TYPE 01
A-3.1	BUILDING B4 - MULTIFAMILY PLANS - LEVEL 02 AND TYPICAL UNIT TYPE 02
A-3.2	BUILDING B4 - MULTIFAMILY ROOF PLAN
A-3.3	BUILDING B4 - MULTIFAMILY - ELEVATIONS
A-3.4	BUILDING B4 - MULTIFAMILY - ELEVATIONS
A-3.5	BUILDING B4 - MULTIFAMILY - SECTIONS
A-3.6	BUILDING B4 - MULTIFAMILY - SECTIONS
LANDSCAPE	
L-1	CONCEPTUAL LANDSCAPE PLAN
CIVIL	
C-1	GENERAL NOTES AND INDEX MAP
C-2	EXISTING SITE CONSTRAINTS
C-3	PRELIMINARY MAPPING
C-4	PRELIMINARY SECTIONS AND SETBACKS
C-5	PRELIMINARY SECTIONS
C-6	PRELIMINARY GRADING AND DRAINAGE
C-7	PRELIMINARY UTILITIES
C-8	PRELIMINARY FIRE ACCESS PLAN
C-9	PRELIMINARY ADA ACCESS EXHIBIT
C-10	PERIMETER FENCING EXHIBIT
C-11	PERIMETER FENCING DETAILS

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

Gensler

500 South Figueroa Street
Los Angeles, California 90071
United States

Tel 213.327.3600
Fax 213.327.3601

△	Date	Description
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01
3	FEB 2024	BUILDING REVISIONS

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
PROJECT INFORMATION

Scale

G-0.1

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1 ALL NEW OR EXISTING UTILITY LINES LESS THAN 69 KV ON OR CONTIGUOUS TO THE SITE SHALL BE INSTALLED OR RELOCATED UNDER GROUND.

2 ALL OUTDOOR STORAGE AREAS FOR MATERIALS AND EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW.

3 ELECTRICAL PANELS SHALL BE FULLY RECESSED INTO THE BUILDING ELEVATION OR SHALL BE SCREENED BY A DECORATIVE WALL OR LANDSCAPE EQUAL TO OR EXCEEDING THE HEIGHT OF THE S.E.S. PANEL. DESIGN PLANS SHALL NOTE THE TENTATIVE LOCATION OF ELECTRICAL UTILITY VAULTS. CONSTRUCTION PLANS SHALL IDENTIFY THE FINAL LOCATION OF UTILITY VAULTS.

4 ROOF-MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY A PARAPET WALL EQUAL TO OR EXCEEDING THE HEIGHT OF THE MECHANICAL UNITS. AT A MINIMUM, BUILDINGS SHALL INCORPORATE A PARAPET WALL MEASURING 24" AROUND ALL PORTIONS OF THE BUILDING. TO THE EXTENT PERMITTED BY LAW, SATELLITE DISHES SHALL BE FULLY SCREENED BY A PARAPET WALL. GROUND MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM PUBLIC VIEW BY A COMBINATION OF DECORATIVE WALLS AND DENSE LANDSCAPING.

5 ALL BACKFLOW PREVENTERS 2" OR LARGER SHALL BE SCREENED WITH LANDSCAPE LOCATED WITHIN A 6' RADIUS OF THE BACKFLOW PREVENTER. ALL BACKFLOW PREVENTERS LESS THAN 2" SHALL BE PLACED IN A WIRE MESH BASKET AND PAINTED TO MATCH THE PRIMARY BUILDING COLOR.

6 SITE LIGHTING SHALL BE LOW OR HIGH PRESSURE SODIUM, MAXIMUM 750-WATT, FULL CUT-OFF FIXTURES, WITH THE MAXIMUM LIGHT FIXTURE HEIGHT OF 25' ABOVE FINISHED GRADE, AND A MAXIMUM LIGHTING LEVEL OF .5 CANDLE/FOOT² AT THE PROPERTY LINE.

7 ALL FREESTANDING LIGHT POLES SHALL BE LOCATED WITHIN LANDSCAPED AREAS. SITE LIGHTING SHALL COMPLY WITH A MAXIMUM HEIGHT OF 25' FOR FREESTANDING OR BUILDING MOUNTED FIXTURES, AND SITE LIGHTING FIXTURES SHALL NOT EXCEED 750 WATTS AND SHALL BE FULL CUT-OFF TYPE HIGH PRESSURE SODIUM. FUTURE CONSTRUCTION PLANS SHALL INCLUDE A POINT-BY-POINT LIGHTING ANALYSIS AND CATALOG CUTS WILL BE REQUIRED. LIGHTING AT THE PERIMETER OF THE SITE IS RESTRICTED TO A MAXIMUM LIGHTING LEVEL OF 0.5 FOOT-CANDLES AT THE PROPERTY LINE.

8 CONCRETE LIGHT POLE BASES SHALL BE LOCATED WITHIN LANDSCAPE AREAS OR PAINTED TO MATCH THE PRIMARY BUILDING COLOR/FINISHED TO MATCH PARKING SCREENING WALLS AND SHALL NOT EXCEED 24" ABOVE FINISHED GRADE.

9 FULL SCREENING OF ALL PARKING IS REQUIRED BY MOUNDING AND CONTOURING OF LANDSCAPED AREAS, BY LANDSCAPE SHRUB, BY SCREENING WALL OR BY A COMBINATION OF THESE TECHNIQUES.

10 BUILDING DOWNSPOUTS SHALL BE INTERNALIZED FOR OFFICE, COMMERCIAL AND MIXED USE DEVELOPMENTS. INDUSTRIAL AND BUSINESS PARK BUILDING ELEVATIONS WHICH ARE NOT VISIBLE FROM A PUBLIC RIGHT-OF-WAY MAY INCORPORATE EXPOSED DOWNSPOUTS.

11 ALL TRASH CONTAINERS SHALL BE ENCLOSED WITHIN A MASONRY SCREENING WALL WITH FULLY OPAQUE SCREENING GATES. SCREENING GATES SHALL NOT OPEN INTO VEHICULAR DRIVE AISLES. TRASH ENCLOSURES SHALL PROVIDE A LOCATION FOR THE COLLECTION OF RECYCLABLES CONSISTENT WITH WASTE MANAGEMENT REQUIREMENTS. TRASH ENCLOSURE GATES SHALL INCORPORATE A MINIMUM OF 80% OPACITY.

12 WITHIN COMMERCIAL, OFFICE AND MIXED-USE DEVELOPMENTS, VEHICULAR ACCESS POINTS AND PEDESTRIAN ACCESS WAYS SHALL INCLUDE SPECIAL PAVING TREATMENT SUCH AS INTEGRAL COLORED STAMPED CONCRETE, BOMANITE, OR SIMILAR ALTERNATIVE. LOCATION AND MATERIAL SHALL BE REVIEWED AND APPROVED BY THE PLANNING DEPARTMENT STAFF PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. STAMPED AND/OR COLORED ASPHALT IS NOT PERMITTED.

13 ALL EXTERIOR METAL MUST BE FINISHED OR PAINTED TO MATCH THE APPROVED PROJECT COLORS.

14 ALL USES SHALL OPERATE IN A MANNER WHICH IS COMPATIBLE WITH THE NEARBY MARCH AIR RESERVE BASE/MARCH INLAND PORT. THE FOLLOWING ACTIVITIES SHALL BE PROHIBITED:

A ANY USE WHICH WOULD DIRECT A STEADY LIGHT OR FLASHING LIGHT OF RED, WHITE, GREEN, OR AMBER COLORS ASSOCIATED WITH AIRPORT OPERATIONS TOWARD AN AIRCRAFT ENGAGED IN AN INITIAL STRAIGHT CLIMB FOLLOWING TAKEOFF OR TOWARD AN AIRCRAFT ENGAGED IN A STRAIGHT FINAL APPROACH TOWARD A LANDING AT AN AIRPORT, OTHER THAN AN FAA-APPROVED NAVIGATIONAL SIGNAL LIGHT OR VISUAL APPROACH SLOPE INDICATOR.

B ANY USE WHICH WOULD CAUSE SUNLIGHT TO BE REFLECTED TOWARDS AN AIRCRAFT ENGAGED IN AN INITIAL STRAIGHT CLIMB FOLLOWING TAKEOFF OR TOWARD AN AIRCRAFT ENGAGED IN A STRAIGHT FINAL APPROACH TOWARD A LANDING AT AN AIRPORT.

C ANY USE WHICH WOULD GENERATE SMOKE OR WATER VAPOR OR WOULD ATTRACT LARGE CONCENTRATIONS OF BIRDS, OR WHICH MAY OTHERWISE AFFECT SAFE AIR NAVIGATION WITHIN THE AREA.

D ANY USE WHICH WOULD GENERATE ELECTRICAL INTERFERENCE THAT MAY BE DETRIMENTAL TO THE OPERATION OF AIRCRAFT AND/OR AIRCRAFT INSTRUMENTATION.

E BUILDINGS WITHIN THE 65DBA NOISE CONTOUR WILL INCLUDE APPROPRIATE SOUND ATTENUATION.

15 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE TENANT SHALL RECEIVE APPROVAL OF A TRAFFIC DEMAND MANAGEMENT PLAN WHICH SHALL INCLUDE THE FOLLOWING ELEMENTS: IDENTIFICATION OF THE LOCATION OF A MINIMUM OF 30" X 42" WALL AREA FOR THE POSTING OF ALTERNATIVE TRANSPORTATION MODE INFORMATION INCLUDING FINANCIAL INCENTIVES BY RESPONSIBLE AGENCIES, TRANSIT SCHEDULES AND CARPOOLING INFORMATION.

16 PRIOR TO ISSUANCE OF THE PROJECT C OF O, EACH INDUSTRIAL, BUSINESS PARK AND MIXED USE PROJECT SHALL PROVIDE A 6-SQ/FT SIGN IDENTIFYING THE APPROVED TRUCK ROUTE PLAN AT ALL SERVICE DRIVEWAY LOCATIONS.

17 ALL DESIGN AND CONSTRUCTION PLAN SUBMITTALS SHALL INCLUDE A DIAGRAMMATIC CALCULATION IDENTIFYING THE RELATIONSHIP OF SITE IMPROVEMENTS IN COMPLIANCE WITH FAA PART 77 AIRSPACE. ALL DEVELOPMENT REQUIRES APPROVAL OF A FAA FORM 7460-1 PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

18 ALL CONSTRUCTION EQUIPMENT USED FOR CONSTRUCTION ACTIVITIES SHALL BE FITTED WITH EXHAUST MUFFLING AND NOISE CONTROL FILTER DEVICES TO REDUCE NOISE IMPACTS.

19 PRIOR TO THE ISSUANCE OF BUILDING PERMITS, ALL DEVELOPMENT IMPACT FEES SHALL BE PAID, INCLUSIVE OF TUMF, SCHOOL FEES, AND FIRE AND PUBLIC FACILITIES FEES.

20 IF ARCHAEOLOGICAL OR PALEONTOLOGICAL RESOURCES ARE ENCOUNTERED AT THE TIME OF GRADING OR PROJECT CONSTRUCTION, ALL PROJECT WORK IN THE AREA OF THE RESOURCE SHALL CEASE UNTIL THE AREA HAS BEEN SURVEYED BY A QUALIFIED ARCHAEOLOGIST OR PALEONTOLOGIST IN CONFORMANCE WITH THE CULTURAL RESOURCE MANAGEMENT PLAN.

GENERAL SHEET NOTES

US VETS
March Veterans Village
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Fax 213.327.3601

△	Date	Description
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

Seal / Signature

PRELIMINARY
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Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
GENERAL SHEET NOTES

Scale

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PROJECT COLORS

All Phase 03 Project Colors to Match MVV Buildings 1, 2, and 3 Colors (Unless Noted Otherwise)

COLOR 01
TREE BARK

COLOR 04
SAHARA

COLOR 07
WHITE
(NEW)

COLOR 02
TINDERBOX

COLOR 05
LOZANO

COLOR 03
WALLABIE

COLOR 06
GREY

PROJECT MATERIALS

All Primary Phase 03 Project Materials to Match MVV Buildings 1, 2, and 3 Primary Materials

STUCCO / PLASTER

SIDING (ALTERNATE)

PERFORATED METAL GUARD RAIL

EXTERIOR SOLAR SHADES

PROJECT COLORS AND MATERIALS

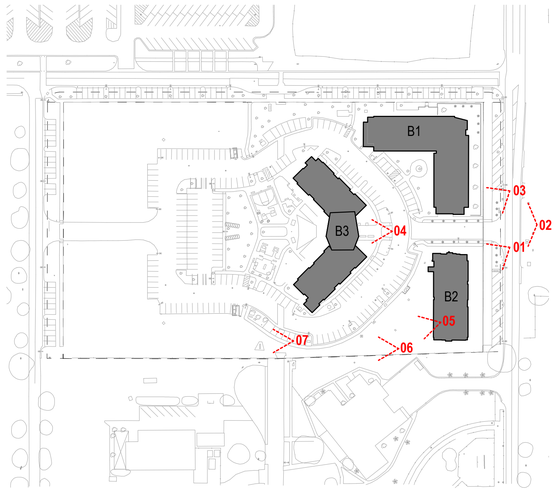
IMAGE 05

IMAGE 02

IMAGE 07

IMAGE 04

IMAGE 01



SEE SHEETS A-2.3, A-3.3, A-3.4 FOR INFORMATION ON PROPOSED ELEVATIONS

IMAGE 06

IMAGE 03

KEY PLAN

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

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500 South Figueroa Street
Los Angeles, California 90071
United States

Tel 213.327.3600
Fax 213.327.3601

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Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
EXISTING SITE PHOTOS, COLORS, AND MATERIALS

Scale
NOT TO SCALE

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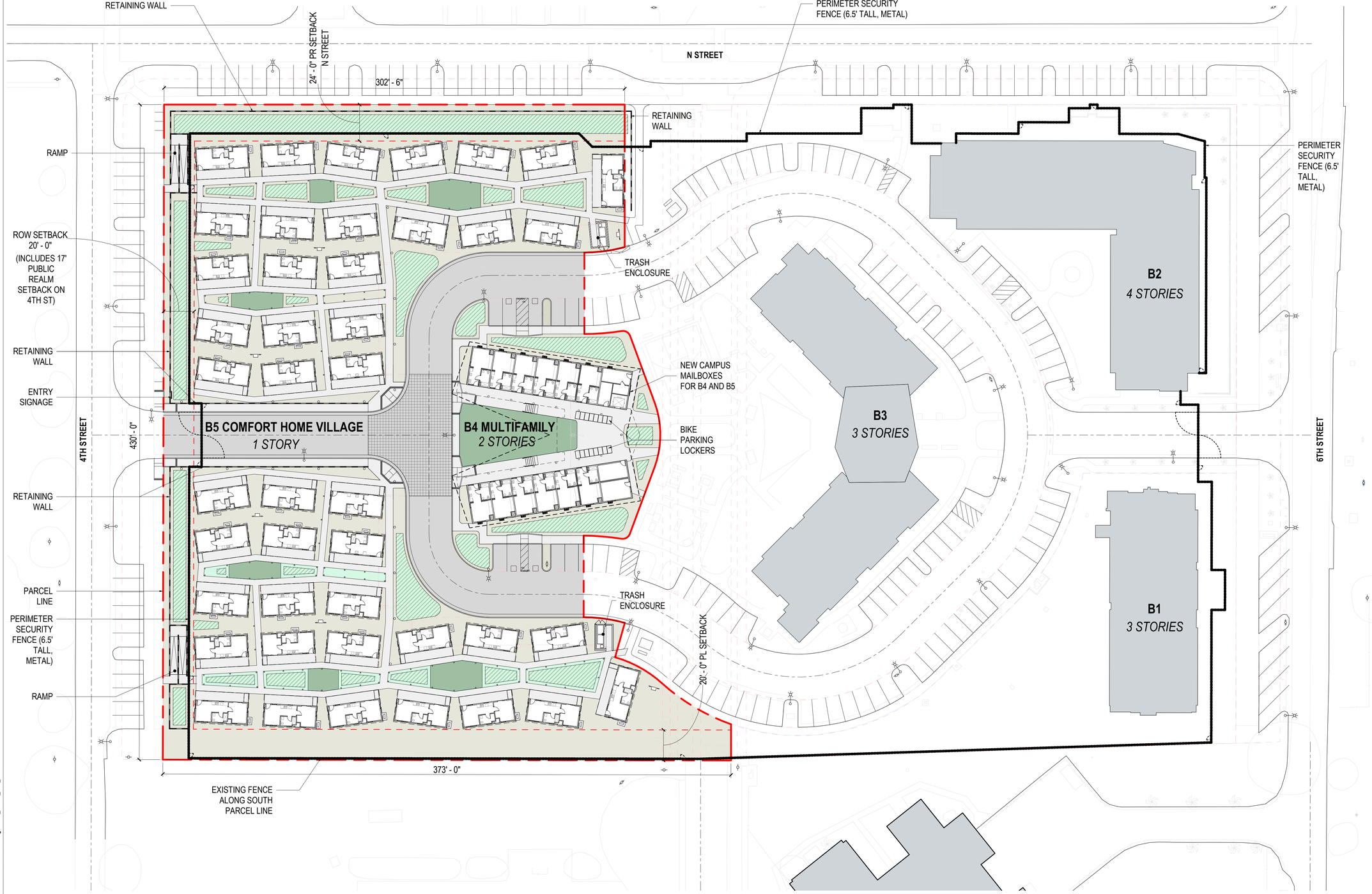

01 PRELIMINARY SITE PLAN
SCALE: 1" = 30'-0"

US VETS
March Veterans Village
15301 6th Street, Riverside, CA 92518

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500 South Figueroa Street
Los Angeles, California 90071
United States
Tel 213.327.3600
Fax 213.327.3601

△	Date	Description
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Notes

Total Units:	**68 Units**
B4 (Multifamily):	24 Units
B5 (Comfort Homes):	44 Units

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
PRELIMINARY SITE PLAN

Scale
1" = 30'-0"

A-1.0

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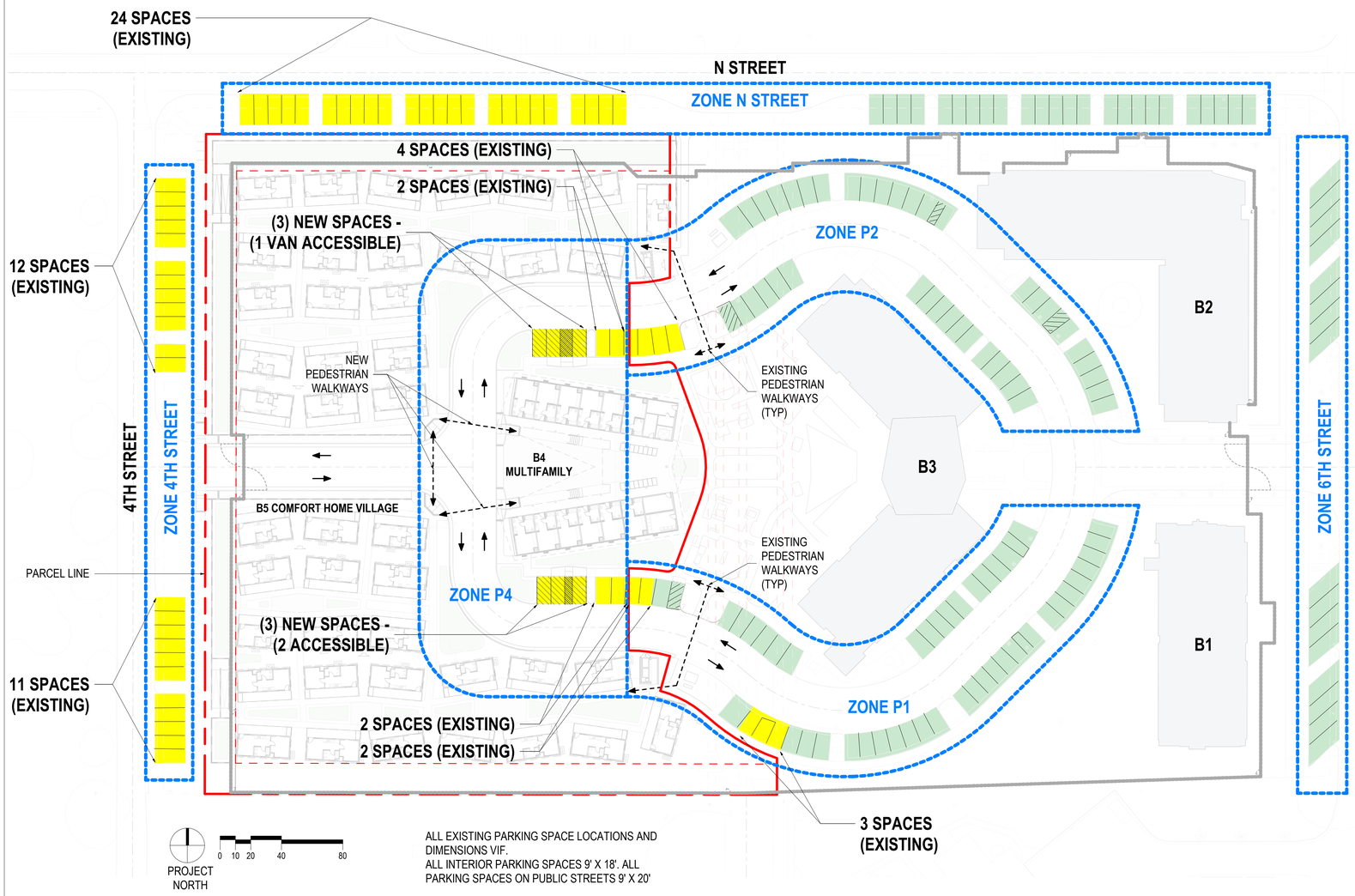
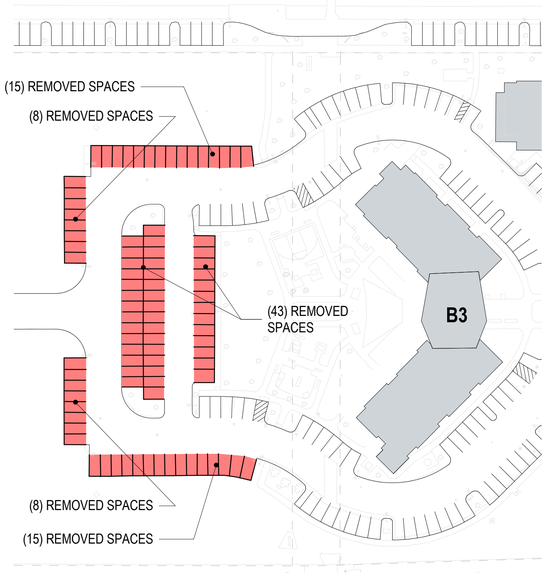


01 SITE PLAN - PRELIMINARY PARKING DIAGRAM

SCALE: 1" = 40'-0"



02 EXISTING SITE PLAN - REMOVED PARKING

SCALE: 1" = 60'-0"

PROVIDED

Number of Existing Spaces on Site:	**272 Spaces (per Parking Study)**
Number of Spaces Removed for New Design:	**89 Spaces (Shown in Red)**
All parking changes for new proposal occur in Zone P4	
Number of Spaces Added for New Design:	**6 Spaces**

Zones Below Correspond to Parking Study

Zone P1	49 Spaces
Zone P2	43 Spaces
Zone P4	10 Spaces (Original 93 Spaces)
Zone N Street	48 Spaces
Zone 4th Street	23 Spaces
Zone 6th Street	16 Spaces

New Total Number of Spaces to be Provided on Site:	**189 Spaces**

REQUIRED

Peak Parking Demand for existing Buildings 1, 2, and 3 per 2022 Linscott Law & Greenspan Parking Study	**121 Spaces**
New Building Parking Requirements Counted at 2019 Parking Study Rates per 2022 Parking Study 68 Units @ .89 Spaces Per Bed (61 Spaces) +/- 1,800 SF Support @ 1/1,000 SF (2 Spaces) 3 Employees (3 Spaces)	**66 Spaces**
Total Number of Spaces Required in Peak Demand per Parking Study	**187 Spaces (Out of 189 Spaces Provided)**

DIAGRAM KEY

Yellow Spaces show possible locations for the 66 required spaces for B4 + B5	
All remaining spaces are shown in Green	
Removed parking spaces in Zone P4	

US VETS

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Project Number
05.4262.000

Description
PRELIMINARY SITE PARKING DIAGRAM

Scale
As indicated

A-1.1

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N STREET

PARCEL LINE

4TH STREET

6TH STREET

B5 COMFORT HOME VILLAGE

B4
MULTIFAMILY

B2

B3

B1

EXISTING FIRE HYDRANTS

EXISTING UTILITY POLES

EXISTING LIGHT POLES

EXISTING LIGHT POLES TO REMOVE

(NEW) LAMP POSTS (+/- 8' TALL)

(NEW) BALLARD SIDEWALK LIGHTING (+/- 40" TALL)

(NEW) LIGHT POLES

(NEW) FIRE HYDRANTS

(NEW) OUTDOOR CONDENSING UNIT

(NEW) TRANSFORMER AND PANEL

T (NEW) SITE TRANSFORMER

(NEW) SWITCHGEAR

E (NEW) ELECTRICAL ROOM

PROJECT NORTH

0 7.5 15 30 60

01 SITE PLAN - PRELIMINARY EQUIPMENT LAYOUT

SCALE: 1" = 30'-0"

8/4/2023 6:16:43 PM BIM 360://005-4262.000 - US Vets March Veterans Village/MVV_ARCH_Site_R20.rvt

US VETS

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United States

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△	Date	Description
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
PRELIMINARY SITE EQUIPMENT LAYOUT

Scale
As indicated

A-1.2

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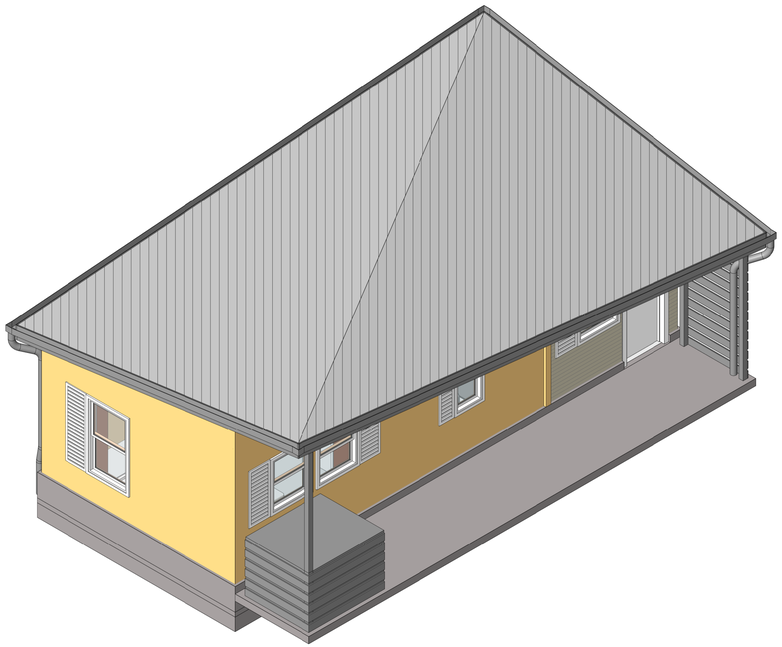
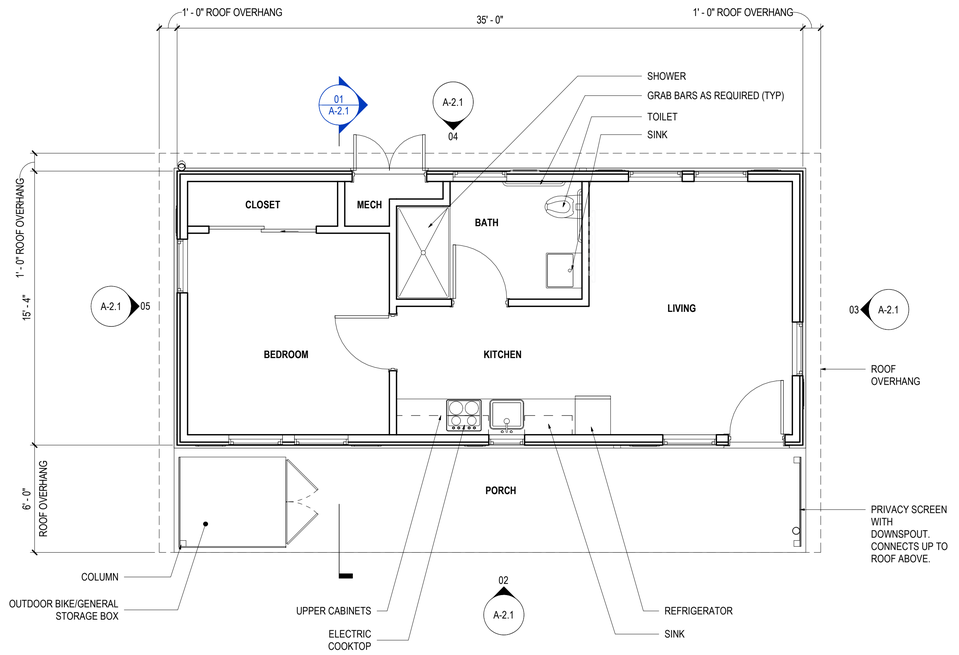


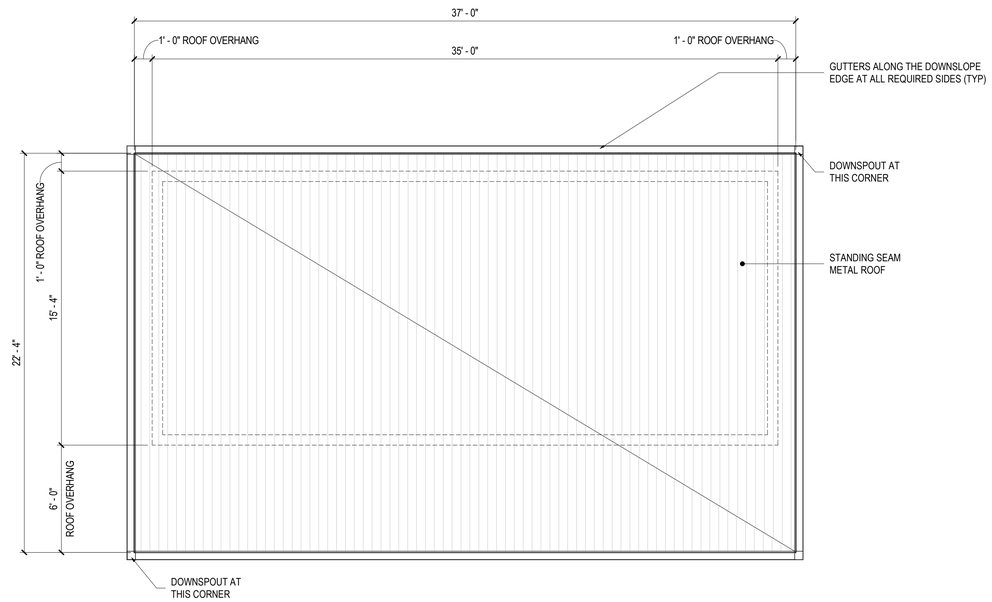
04 COMFORT HOME ROOF GEOMETRY AXON

SCALE:



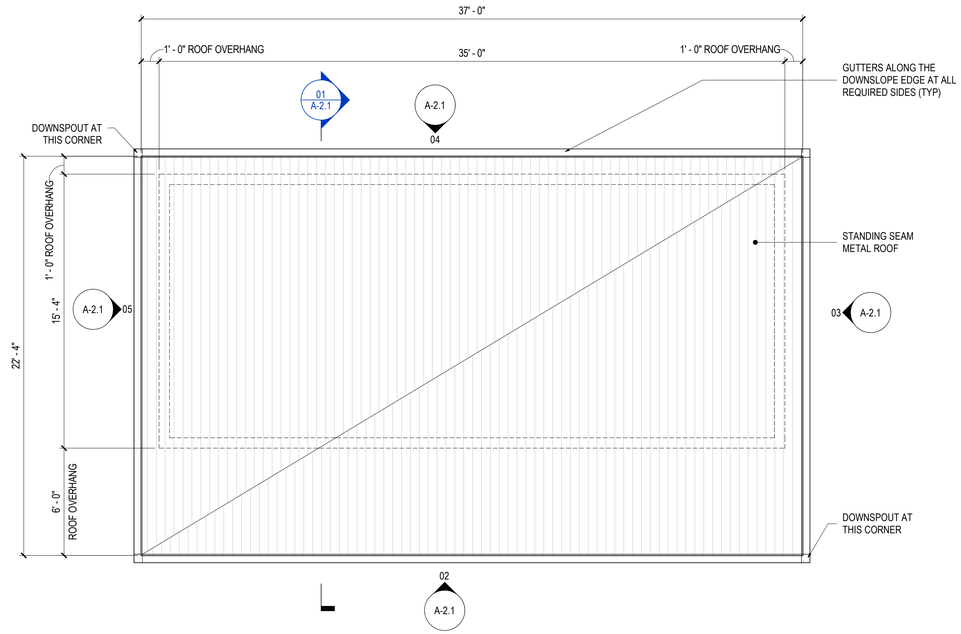
01 BUILDING TYPE B5 - COMFORT HOMES - TPYICAL UNIT PLAN

SCALE: 1/4" = 1'-0"



03 BUILDING TYPE B5 - COMFORT HOMES - TYPICAL ROOF PLAN - TYPE B

SCALE: 1/4" = 1'-0"



02 BUILDING TYPE B5 - COMFORT HOMES - TYPICAL ROOF PLAN - TYPE A

SCALE: 1/4" = 1'-0"

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1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01
3	FEB 2023	BUILDING REVISIONS

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING TYPE B5 - COMFORT HOME - TYPICAL PLANS

Scale
1/4" = 1'-0"

A-2.0

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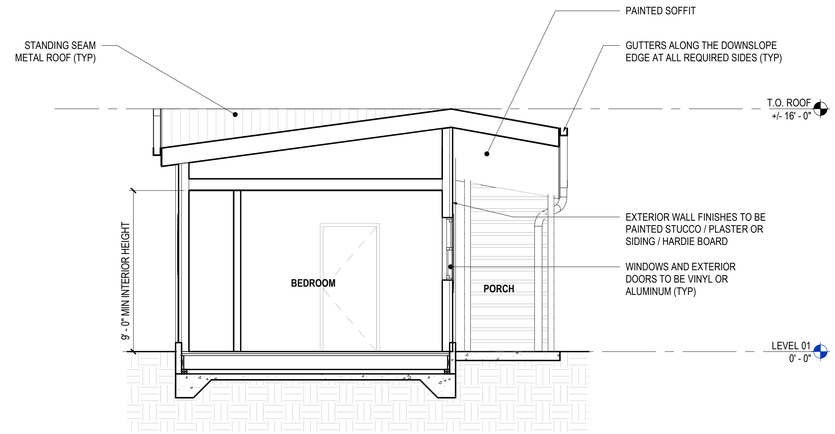
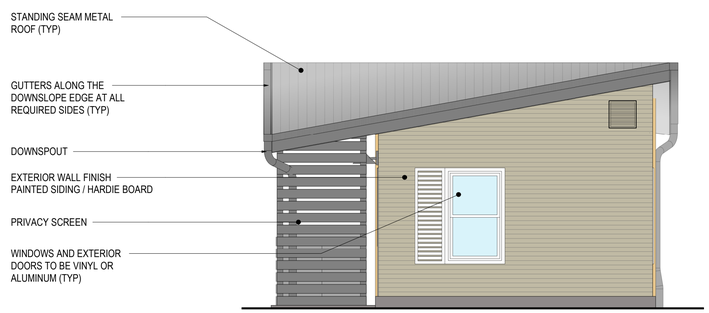


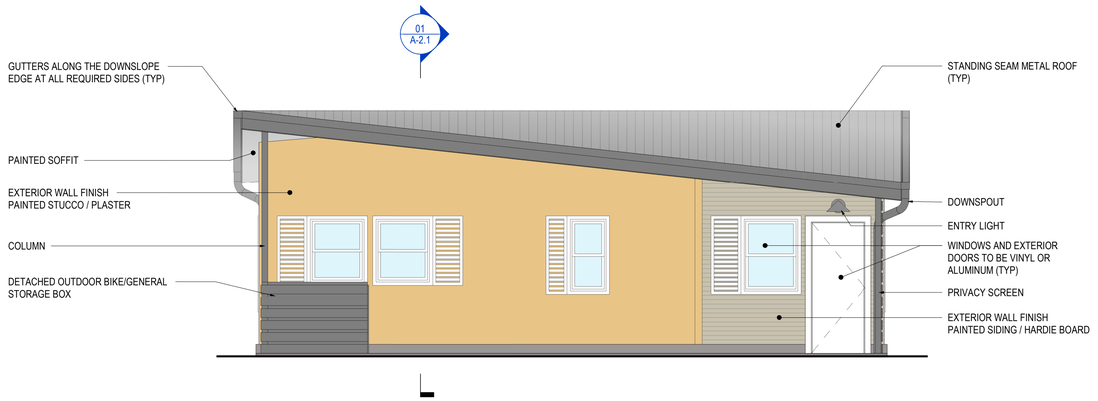
01 BUILDING TYPE B5 - COMFORT HOMES - TYPICAL UNIT SECTION

SCALE: 1/4" = 1'-0"



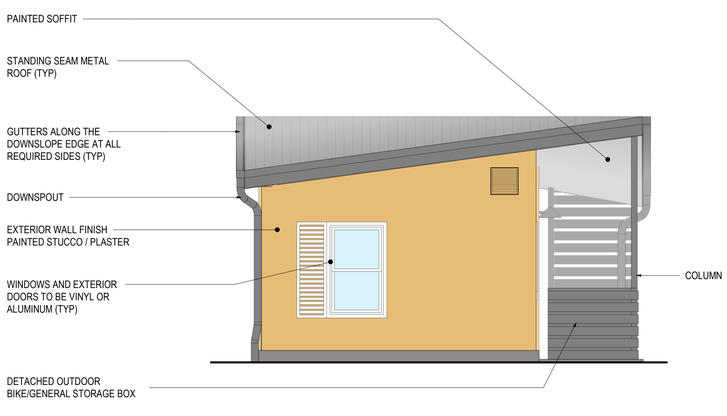
03 BUILDING TYPE B5 - COMFORT HOMES - TYP SIDE ELEVATION 01

SCALE: 1/4" = 1'-0"



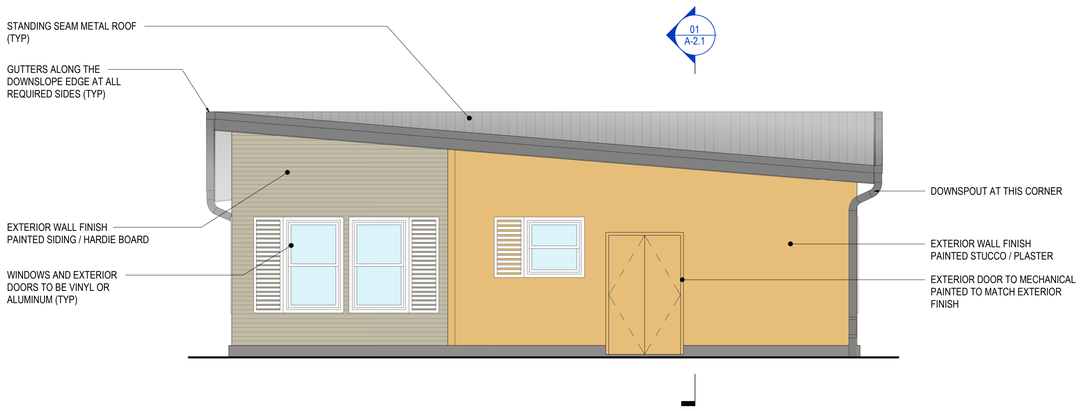
02 BUILDING TYPE B5 - COMFORT HOMES - TYPICAL FRONT ELEVATION

SCALE: 1/4" = 1'-0"



05 BUILDING TYPE B5 - COMFORT HOMES - TYP SIDE ELEVATION 02

SCALE: 1/4" = 1'-0"



04 BUILDING TYPE B5 - COMFORT HOMES - TYPICAL BACK ELEVATION

SCALE: 1/4" = 1'-0"

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1	FEB 2023	PLOT PLAN SUBMITTAL
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3	FEB 2023	BUILDING REVISIONS

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING TYPE B5 - COMFORT HOMES - TYPICAL ELEVATIONS AND SECTION

Scale
1/4" = 1'-0"

A-2.1

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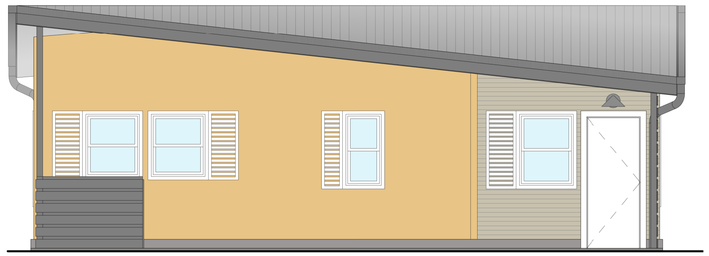
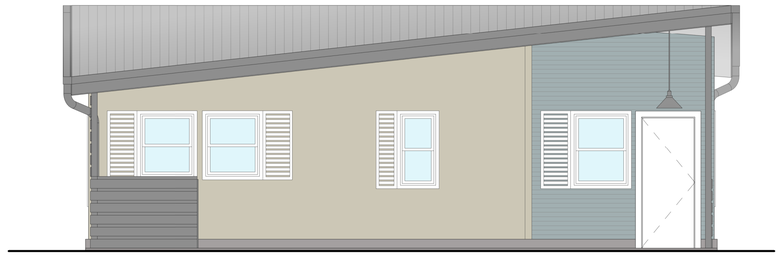
COLOR PALETTE PER SPECIFIC PLAN. COLORS TO MATCH EXISTING CAMPUS UNLESS NOTED OTHERWISE. TYPICAL ALL BUILDINGS.

THE COMFORT HOME UNITS WILL HAVE TWO ROOF TYPES THAT ARE MIRRORED VERSIONS OF ONE ANOTHER. ROOF TYPES TO ALTERNATE BETWEEN UNITS.



ROOF TYPE A



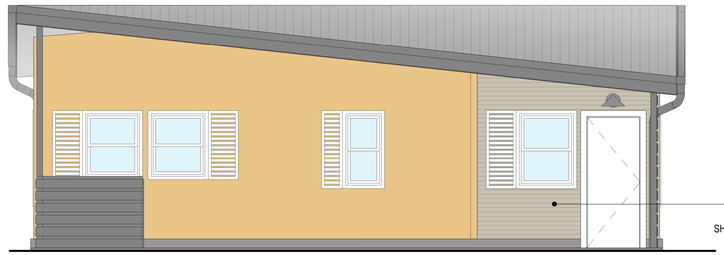
ROOF TYPE B

BUILDING TYPE B5 - COMFORT HOMES - ROOF TYPES

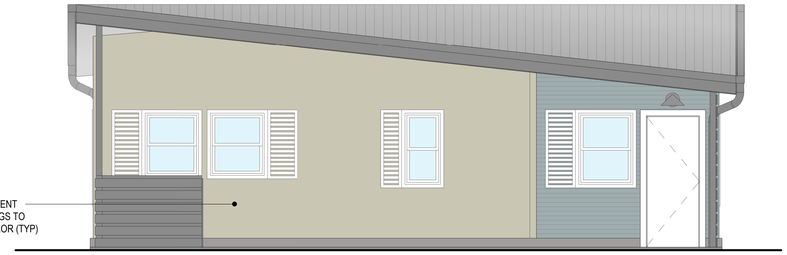
THE COMFORT HOMES WILL HAVE A VARIETY OF COLOR TYPES. FINAL COLORS TO BE DETERMINED. COLORS TO BE CONSISTENT WITH CAMPUS COLOR PALETTE.

ADJACENT BUILDINGS TO SHARE COLORS, FORMING A SENSE OF COMMUNITY ACROSS THE INDIVIDUAL HOMES.

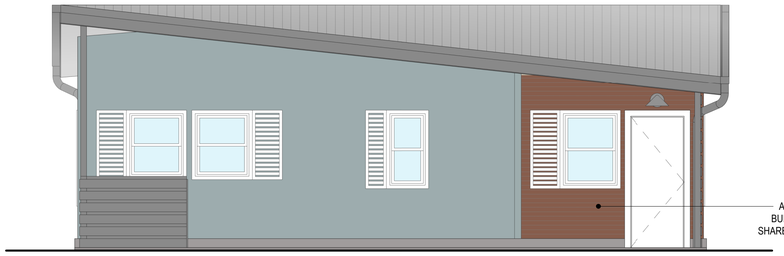
COMFORT HOME COLOR DISTRIBUTION	
COLOR TYPE	NUMBER OF UNITS
COLOR 01	25% (11 UNITS)
COLOR 02	25% (11 UNITS)
COLOR 03	25% (11 UNITS)
COLOR 04	25% (11 UNITS)



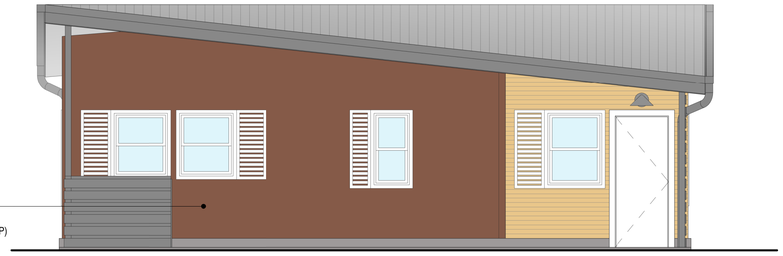
COLOR COMBINATION 01



COLOR COMBINATION 02



COLOR COMBINATION 03



COLOR COMBINATION 04

BUILDING TYPE B5 - COMFORT HOMES - PROPOSED COLOR OPTIONS

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3	FEB 2023	BUILDING REVISIONS

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING TYPE B5 - COMFORT HOME - UNIT OPTIONS

Scale
NOT TO SCALE

A-2.2

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VIEW FROM N STREET

COURTYARD VIEW 01

VIEW FROM ENTRY DRIVE

COURTYARD VIEW 02

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3	FEB 2023	BUILDING REVISIONS

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PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING TYPE B5 - RENDERS

Scale

A-2.3

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03 TYPICAL UNIT PLAN - TYPE 01

SCALE: 1/4" = 1'-0"

01 BUILDING B4 - MULTIFAMILY - FLOOR PLAN - LEVEL 01

SCALE: 1/8" = 1'-0"

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△	Date	Description
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Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

05.4262.000

Description

BUILDING B4 - MULTIFAMILY PLANS - LEVEL 01 AND TYPICAL UNIT TYPE 01

Scale

As indicated

A-3.0

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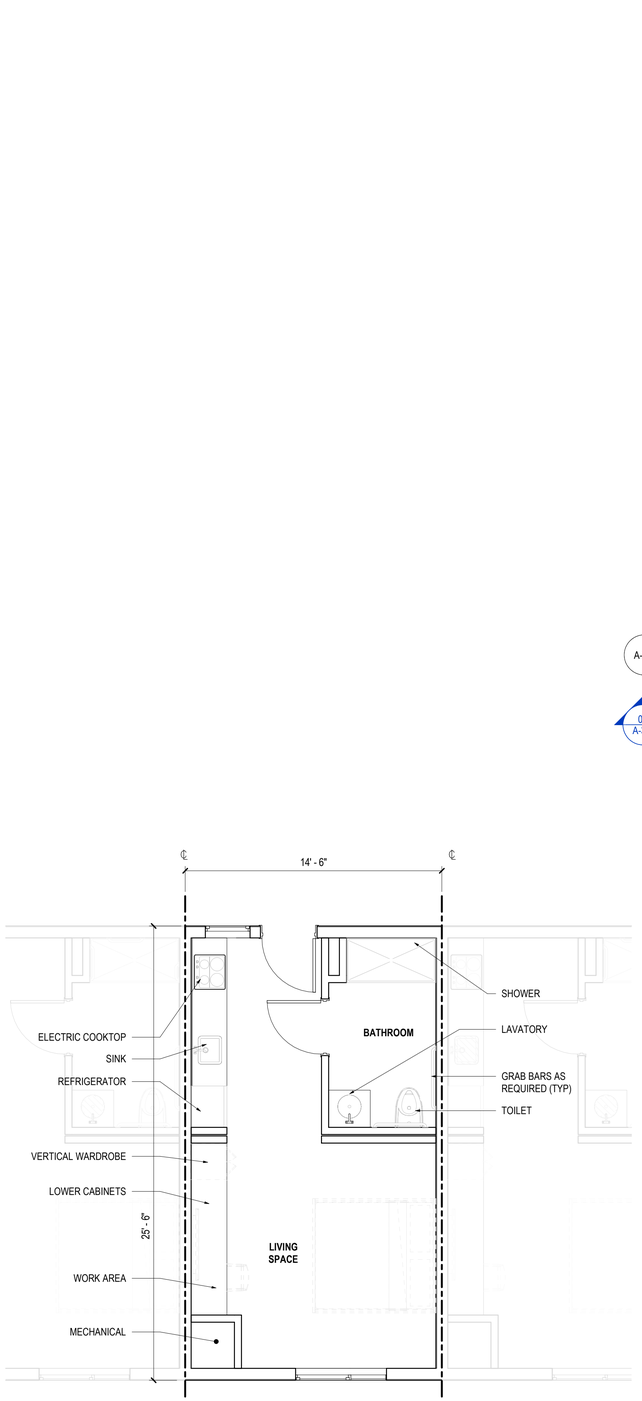

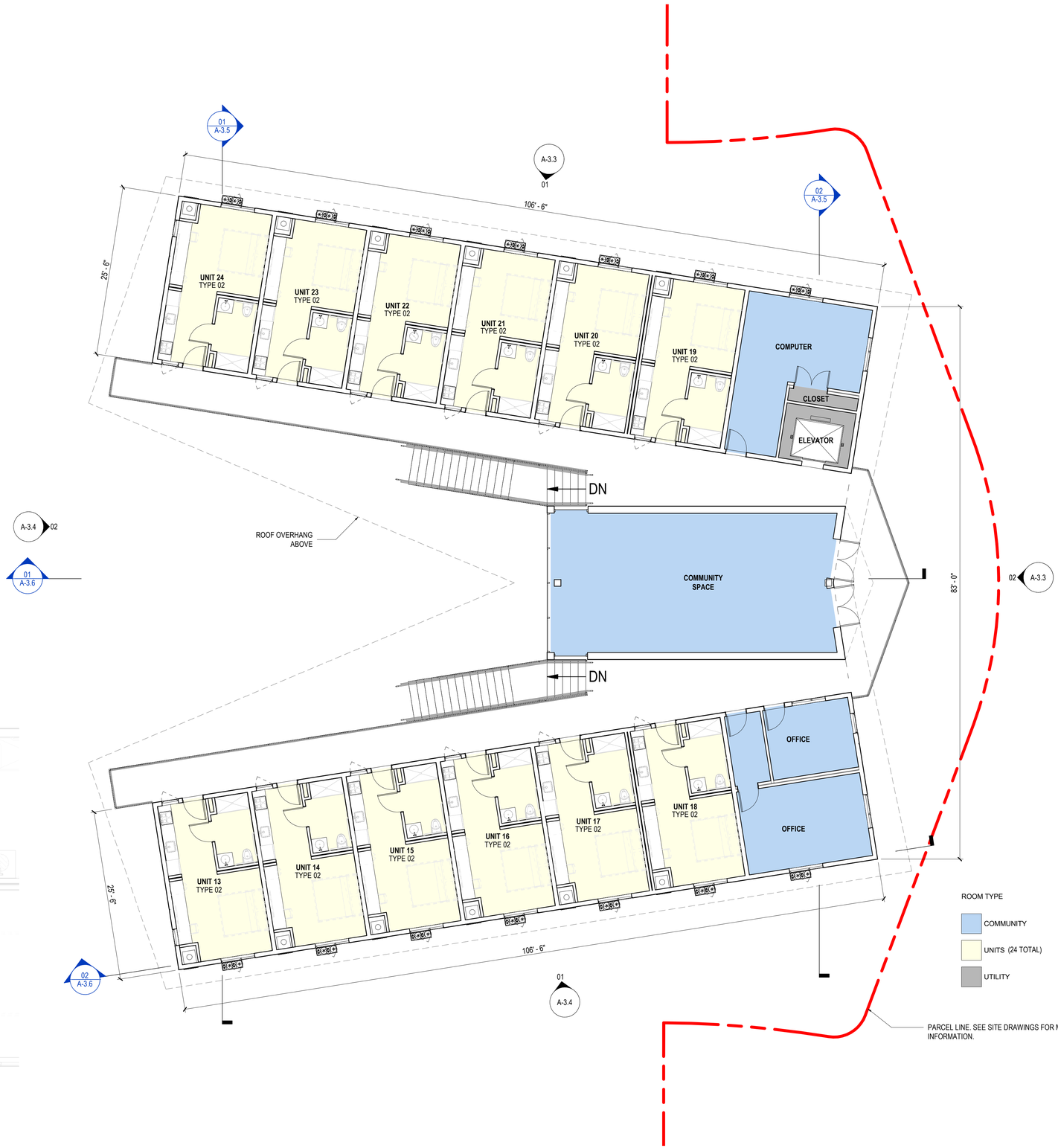

02 TYPICAL UNIT PLAN - TYPE 02
SCALE: 1/4" = 1'-0"

01 BUILDING B4 - MULTIFAMILY - FLOOR PLAN - LEVEL 02
SCALE: 1/8" = 1'-0"

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Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING B4 - MULTIFAMILY PLANS - LEVEL 02 AND TYPICAL UNIT TYPE 02

Scale
As indicated

A-3.1

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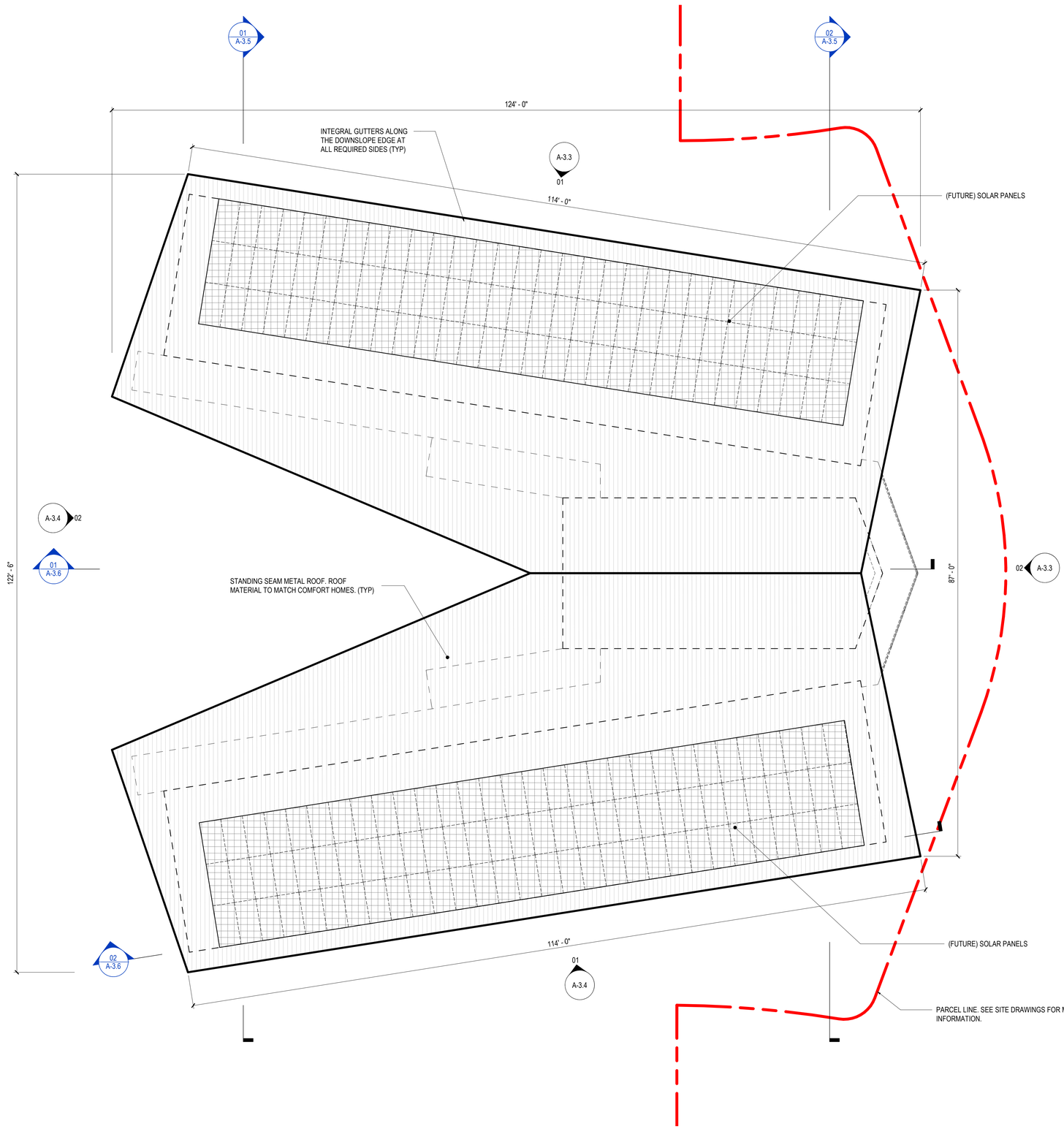

01 BUILDING B4 - MULTIFAMILY - FLOOR PLAN - ROOF PLAN

SCALE: 1/8" = 1'-0"

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United States

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2	AUG 2023	PLOT PLAN RESUBMITTAL 01

Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

05.4262.000

Description

BUILDING B4 - MULTIFAMILY ROOF PLAN

Scale

1/8" = 1'-0"

A-3.2

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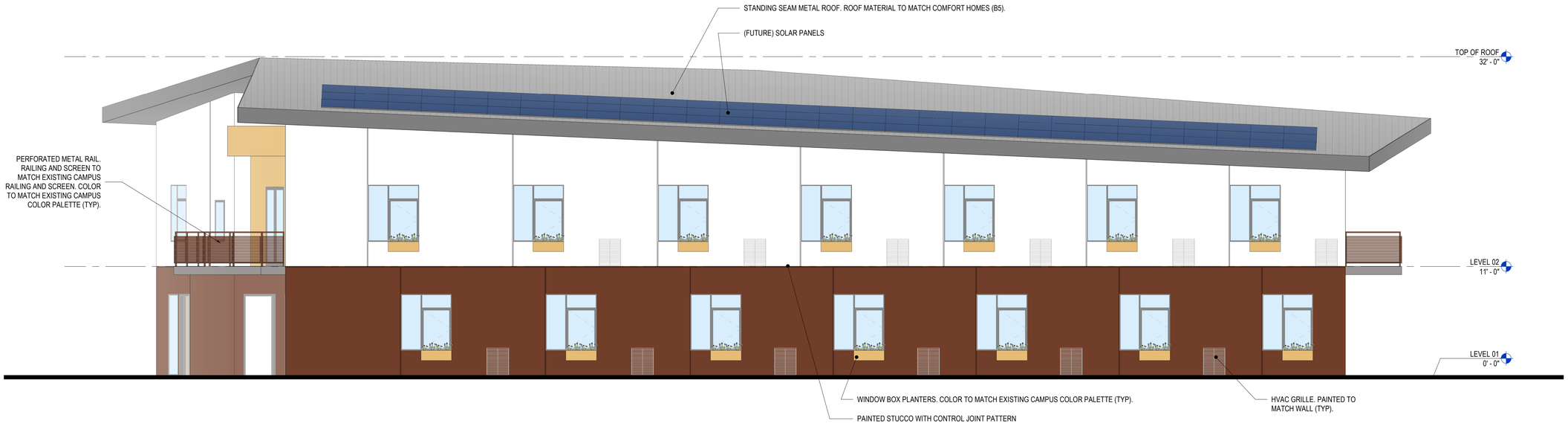
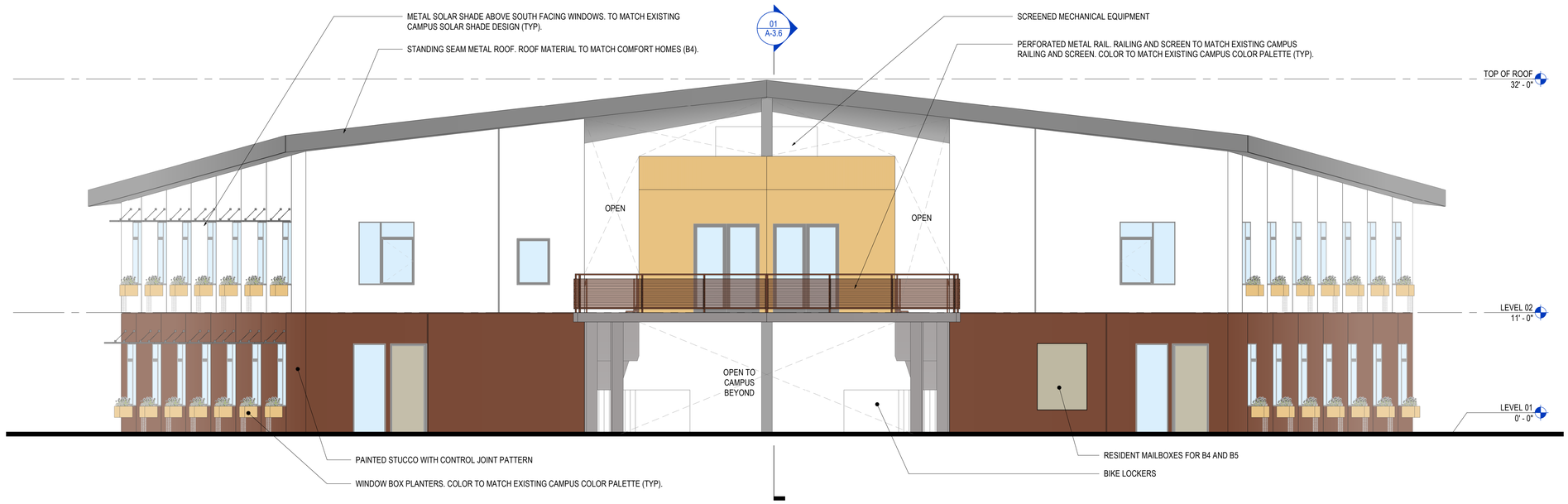


01 BUILDING B4 - MULTIFAMILY - NORTH ELEVATION

SCALE: 3/16" = 1'-0"



02 BUILDING B4 - MULTIFAMILY - EAST ELEVATION

SCALE: 3/16" = 1'-0"

COLOR PALETTE PER SPECIFIC PLAN. COLORS TO MATCH EXISTING CAMPUS UNLESS NOTED OTHERWISE. TYPICAL ALL BUILDINGS.

(NEW)

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Los Angeles, California 90071
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3	FEB 2024	BUILDING REVISIONS

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING B4 - MULTIFAMILY - ELEVATIONS

Scale
3/16" = 1'-0"

A-3.3

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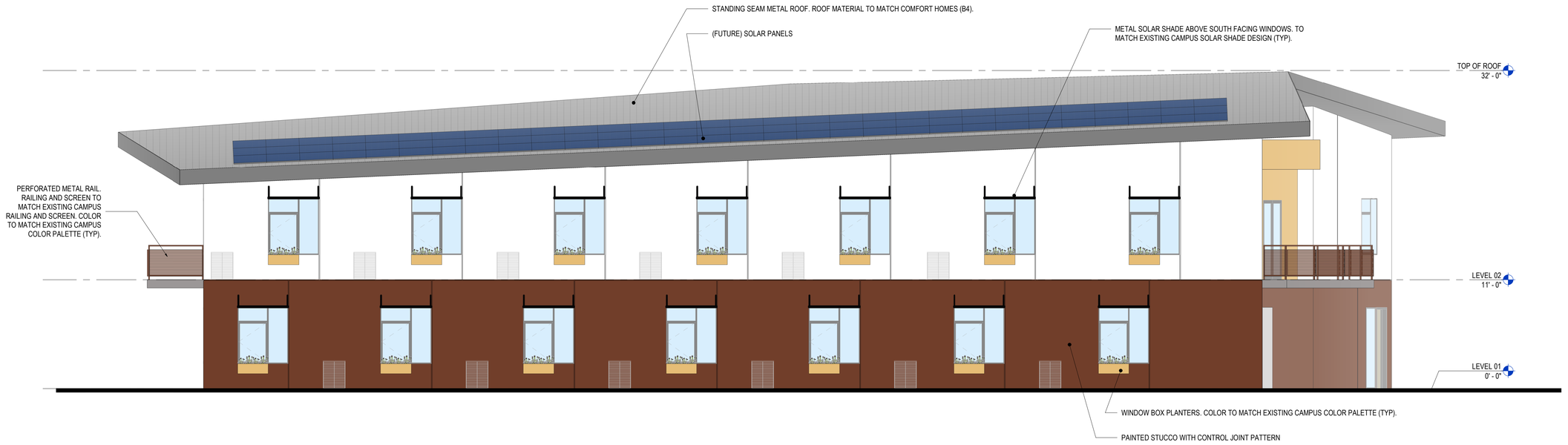
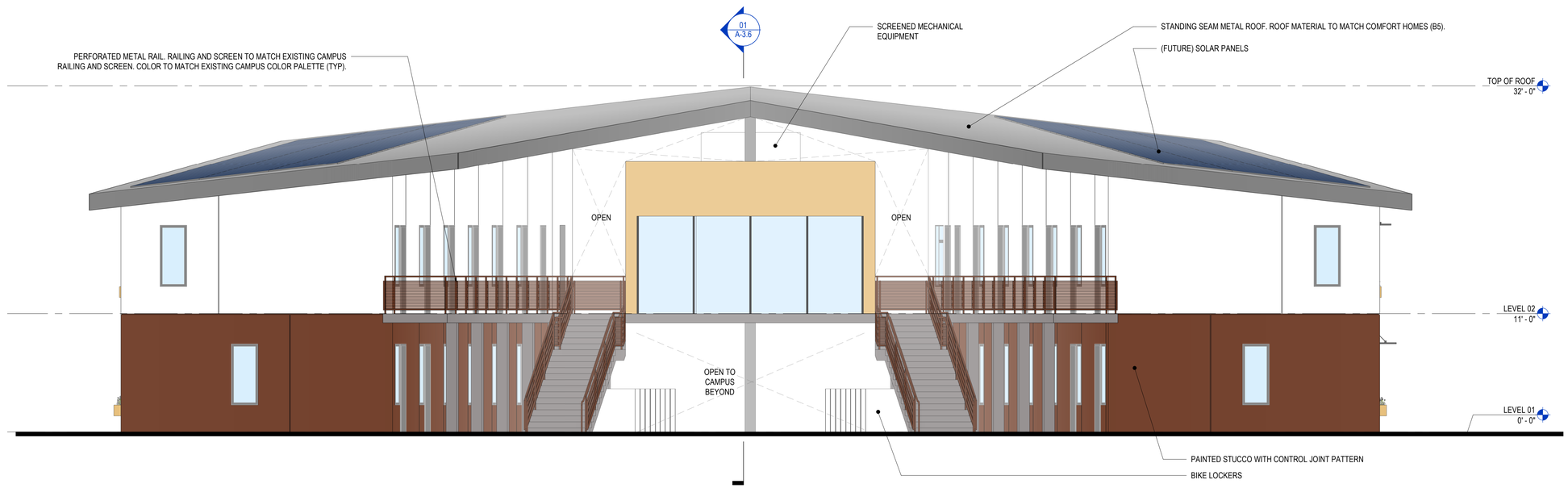


01 BUILDING B4 - MULTIFAMILY - SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



02 BUILDING B4 - MULTIFAMILY - WEST ELEVATION

SCALE: 3/16" = 1'-0"

COLOR PALETTE PER SPECIFIC PLAN. COLORS TO MATCH EXISTING CAMPUS UNLESS NOTED OTHERWISE. TYPICAL ALL BUILDINGS.

(NEW)

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3	FEB 2024	BUILDING REVISIONS

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PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

05.4262.000

Description

BUILDING B4 - MULTIFAMILY - ELEVATIONS

Scale

3/16" = 1'-0"

A-3.4

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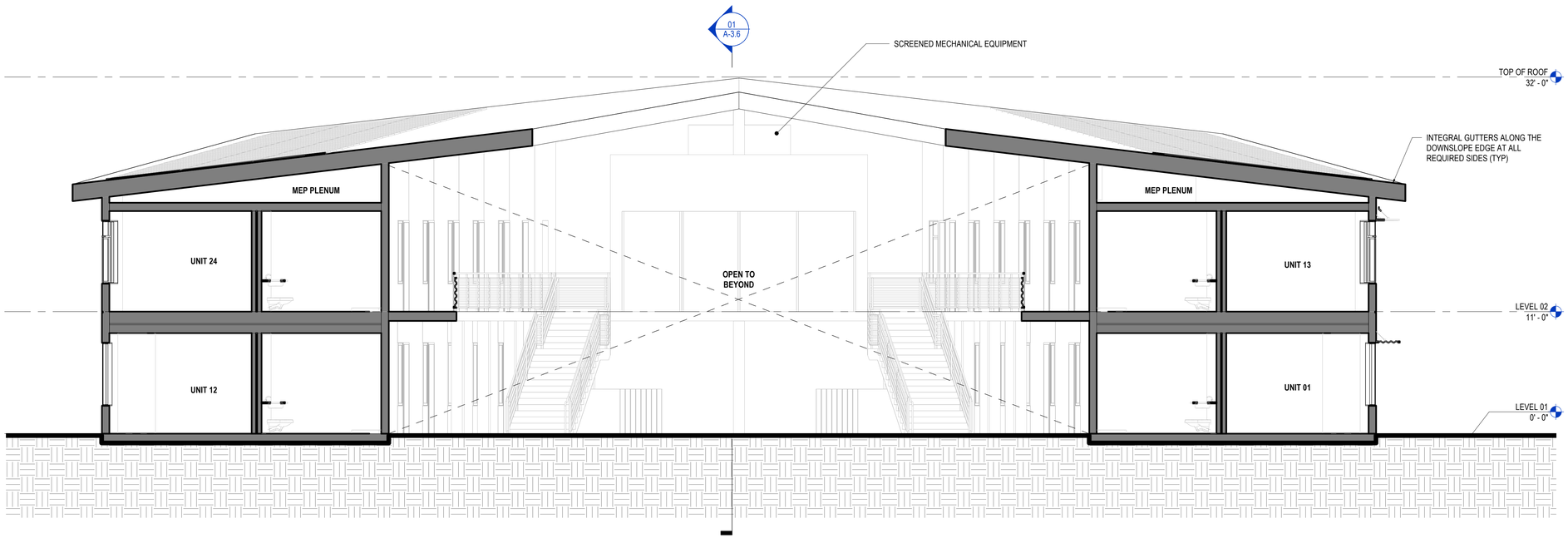
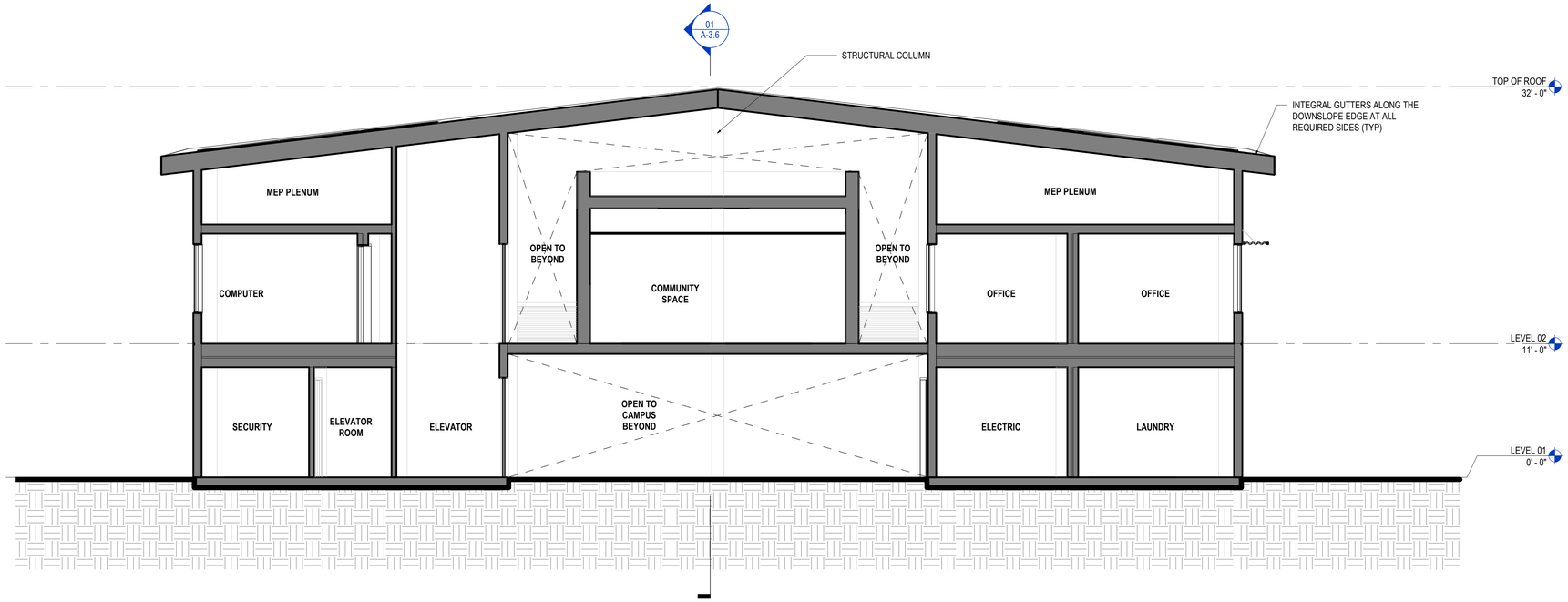


01 BUILDING B4 - MULTIFAMILY - NORTH/SOUTH SECTION 01

SCALE: 3/16" = 1'-0"



02 BUILDING B4 - MULTIFAMILY - NORTH/SOUTH SECTION 02

SCALE: 3/16" = 1'-0"

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Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

05.4262.000

Description

BUILDING B4 - MULTIFAMILY - SECTIONS

Scale

3/16" = 1'-0"

A-3.5

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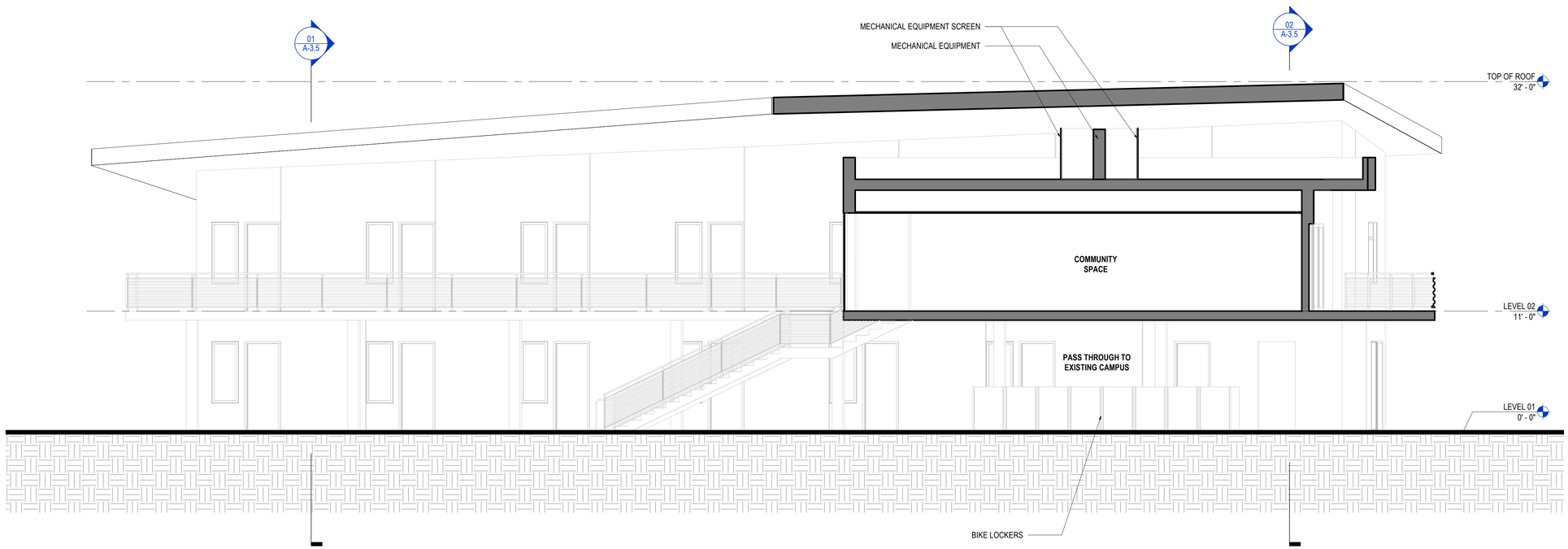
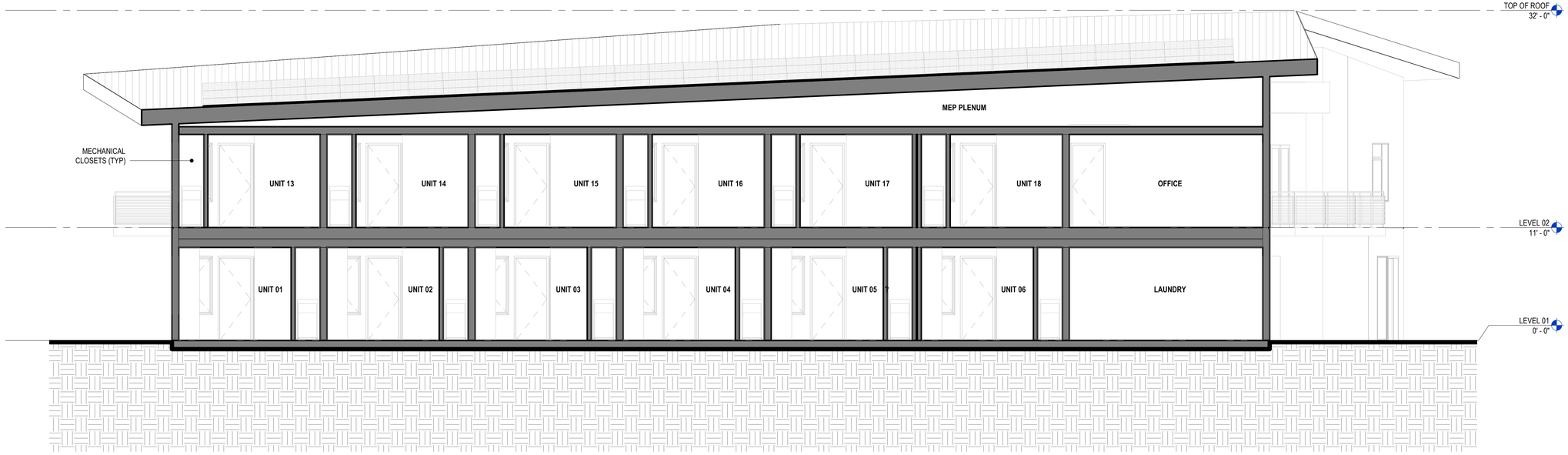


01 BUILDING B4 - MULTIFAMILY - EAST/WEST SECTION 01

SCALE: 3/16" = 1'-0"



02 BUILDING B4 - MULTIFAMILY - EAST/WEST SECTION 02

SCALE: 3/16" = 1'-0"

US VETS
March Veterans Village
15301 6th Street, Riverside, CA 92518

Gensler
500 South Figueroa Street
Los Angeles, California 90071
United States
Tel 213.327.3600
Fax 213.327.3601

△	Date	Description
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
05.4262.000

Description
BUILDING B4 - MULTIFAMILY - SECTIONS

Scale
3/16" = 1'-0"

A-3.6

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8/3/2023 6:49:32 PM BIM 360://005.4262.000 - US Vets March Veterans Village/MVV_ARCH_MF_R20.rvt

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	REMARKS
TREES					
	CERCIDIUM FLORIDUM	BLUE PALO VERDE	24" BOX	VL	
	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	L	
	CHILOPSIS LINEARIS	DESERT WILLOW	24" BOX	L	
	KOELREUTERIA BIPINATTA	CHINESE FLAME TREE	24" BOX	M	
	PLATANUS X ACERIFOLIA	LONDON PLANE TREE	24" BOX	M	
	QUERCUS AGRIFOLIA	COAST LIVE OAK	36" BOX	L	
	RHUS LANCEA	AFRICAN SUMAC	24" BOX	L	

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	REMARKS
SHRUBS						
	AGAVE AMERICANA	CENTURY PLANT	15 GAL	VL	72" o.c.	
	ALOE X 'SAFARI ROSE'	SAFARI ROSE ALOE	1 GAL	L	24" o.c.	
	CISTUS X HYBRIDUS	WHITE ROCKROSE	1 GAL	L	48" o.c.	
	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	1 GAL	L	18" o.c.	
	GREVILLEA X 'NOELLII'	NOEL GREVILLEA	5 GAL	L	48" o.c.	
	JUSTICIA SPICIGERA	MEXICAN HONEYSUCKLE	1 GAL	L	48" o.c.	
	MIMULUS AURANTIACUS VAR. PUNICEUS	RED BUCH STICKY MONKEY FLOWER	1 GAL	VL	30" o.c.	
	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GAL	L	42" o.c.	
	TECOMA STANS	YELLOW BELLS	5 GAL	L	60" o.c.	SCREENING
BIORETENTION SHRUBS						
	CAREX TUMULICOLA	FOOTHILL SEDGE	1 GAL	L	18" o.c.	
	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	1 GAL	M	48" o.c.	
	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	L	18" o.c.	
	MUHLENBERGIA RIGENS	DEER GRASS	1 GAL	M	48" o.c.	
GROUND COVERS						
	BACCHARIS PILULARIS 'PIGEON POINT'	PIGEON POINT COYOTE BRUSH	1 GAL	L	48" o.c.	
	PASPALUM NOTATUM	BAHIAGRASS	SOD	L		

CALIFORNIA WATER EFFICIENT LANDSCAPE WORKSHEET

REFERENCE EVAPOTRANSPIRATION (ET_o) 56.4 PROJECT TYPE NON-RESIDENTIAL 0.45

HYDROZONE #/ PLANTING DESCRIPTION[a]	PLANT FACTOR (PF)	IRRIGATION METHOD[b]	IRRIGATION EFFICIENCY (IE)[c]	ETAF (PF/IE)	LANDSCAPE AREA (SQ. FT.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)[d]
REGULAR LANDSCAPE AREAS							
M1 - TREES	0.5	DRIP	0.81	0.62	1616	998	34882
ML1 - SHRUBS	0.3	DRIP	0.81	0.37	56,651	20982	733693
H1 - TURF	1	OVERHEAD	0.75	1.33	1875	2500	87420
				TOTALS	60142	24479	855995
SPECIAL LANDSCAPE AREAS							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
				TOTALS	0	0	0
						ETWU TOTAL	855995
				MAXIMUM ALLOWED WATER ALLOWANCE (MAWA)[e]			946370

ETAF CALCULATIONS

REGULAR LANDSCAPE AREAS	
TOTAL ETAF X AREA	24479
TOTAL AREA	60142
AVERAGE ETAF	0.41
ALL LANDSCAPE AREAS	
TOTAL ETAF X AREA	24479
TOTAL AREA	60142
AVERAGAE ETAF	0.41

1"=30'-0" SCALE NORTH

0 30 60

LANDSCAPE CALCULATIONS

TOTAL PROJECT AREA: 132,335 SQ FT (3.03 AC)

TOTAL LANDSCAPE AREA: 60,142 SQ FT (1.38 AC) 45% OF PROJECT AREA

SHRUBS

AGAVE AMERICANA - CENTURY PLANT

FESTUCA GLAUCA 'ELIJAH BLUE' - ELIJAH BLUE FESCUE

SALVIA CLEVELANDII - CLEVELAND SAGE

AGAVE DESMETIANA 'VARIEGATA' - VARIGATED SMOOTH AGAVE

GREVILLEA X 'NOELLI' - NOEL GREVILLEA

CISTUS HYBRIDUS - ROCK ROSE

ALOE X 'SAFARI ROSE' - SAFARI ROSE ALOE

JUSTICA SPICIGERA - MEXICAN HONEYSUCKLE

TECOMA STANS - YELLOW BELLS (SCREENING SHRUB)

MIMULUS AURANTIACUS VAR. PUNICEUS - RED BUSH STICKY MONKEYFLOWER

LEGEND

1. GATHERING SPACES
2. CONCRETE WALKWAY
3. RAMP
4. ENHANCED VEHICULAR PAVING
5. PLANTING AREA
6. WATER QUALITY BASINS
7. TRASH ENCLOSURE
8. RETAINING WALL
9. BIKE LOCKERS
10. LAWN
11. PERIMETER SECURITY FENCE
12. PEDESTRIAN GATE
13. VEHICULAR GATE

PLANT IMAGES

TREES

CERCIDIUM FLORIDUM - BLUE PALO VERDE

PLATANUS X ACERIFOLIA - LONDON PLANE TREE

CHILOPSIS LINEARIS - DESERT WILLOW

QUERCUS AGRIFOLIA - COAST LIVE OAK

KOELREUTERIA BIPINNATA - CHINESE FLAME TREE

CERCIS OCCIDENTALIS - WESTERN REDBUD

RHUS LANCEA - AFRICAN SUMAC WILLOW RHUS

BIORETENTION SHRUBS & TREES

CAREX TUMULICOLA - FOOTHILL SEDGE

CHONDROPETALUM TECTORUM - CAPE RUSH

JUNCUS PATENS - CALIFORNIA GREY RUSH

MUHLENBERGIA RIGENS - DEERGRASS

GROUND COVER

BACCHARIS PILULARIS 'PIGEON POINT' - PIGEON POINT COYOTE BRUSH

PASPALUM NOTATUM BAHIA GRASS

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

URBAN ARENA

OC SD OAK

3195 Red Hill Avenue, Loft F
Costa Mesa, CA 92626
714 754 4500

Date	Description
1 FEB 2023	PLOT PLAN SUBMITTAL
2 AUG 2023	PLOT PLAN RESUBMITTAL 01
3 FEB 2024	BUILDING REVISIONS

Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

22-067

Description

Conceptual Landscape Plan

Scale

1"=30'-0"

L-1

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1/13/2023 10:08:16 AM BIM 360://005.4262.000 - US Vets March Veterans Village/MVV_ARCH_Site_R20.rvt

GENERAL NOTES

1. All new or existing utility lines less than 69 KV on or contiguous to the site shall be installed or relocated under ground.
2. All outdoor storage areas for materials and equipment shall be fully screened from view.
3. S.E.S. panels shall be fully recessed into the building elevation or shall be screened by a decorative wall or landscape equal to or exceeding the height of the S.E.S, panel. Design plans shall note the tentative location of electrical utility vaults. Construction plans shall identify the final location of utility vaults.
4. Roof-mounted mechanical equipment shall be fully screened by a parapet wall equal to or exceeding the height of the mechanical units. At a minimum, buildings shall incorporate a parapet wall measuring 24" around all portions of the building. To the extent permitted by law, satellite dishes shall be fully screened by a parapet wall. Ground mounted mechanical equipment shall be fully screened from public view by a combination of decorative walls and dense landscaping.
5. All backflow preventer 2" or larger shall be screened with landscape located within a 6' radius of the backflow preventer. All backflow preventers less than 2" shall be placed in a wire mesh basket and painted to match the primary building color.
6. Site lighting shall be low or high pressure sodium, maximum 750-watt, full cut-off fixtures, with the maximum light fixture height of 25' above finished grade, and a maximum lighting level of .5 candle/foot^2 at the property line.
7. All freestanding light poles shall be located within landscaped areas. Concrete light pole bases shall be painted to match the primary building color or finished to match parking screening walls and shall not exceed 24" above finished grade.
8. Full screening of all parking is required by mounding and contouring of landscaped areas, by landscape shrub, by screening wall or by a combination of these techniques.
9. Building downspouts shall be internalized for office, commercial and mixed use developments. Industrial and Business Park building elevations which are not visible from a public right-of-way may incorporate exposed downspouts.
10. All trash containers shall be enclosed within a masonry screening wall with fully opaque screening gates. Screening gates shall not open into vehicular drive aisles. Trash enclosures shall provide a location for the collection of recyclables consistent with Waste Management requirements. Trash enclosure gates shall incorporate a minimum of 80% opacity.
11. Within commercial, office and mixed-use developments, vehicular access points and pedestrian access ways shall include special paving treatment such as integral colored stamped concrete, Bomanite, or similar alternative. Location and material shall be reviewed and approved by the Planning Department staff prior to the issuance of a building permit. Stamped and/or colored asphalt is not permitted.
12. All exterior metal must be finished or painted to match the approved project colors.
13. All uses shall operate in a manner which is compatible with the nearby March Air Reserve Base/March Inland Port The following activities shall be prohibited:
    a. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
    b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport.
    c. Any use which would generate smoke or water vapor or would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.
    d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
    e. Buildings within the 65 dBA noise contour will include appropriate sound attenuation.
14. Prior to the issuance of a Certificate of Occupancy, the tenant shall receive approval of a Traffic Demand Management Plan which shall include the following elements: Identification of the location of a minimum of 30" x 42" wall area for the posting of alternative transportation mode information including financial incentives by responsible agencies, transit schedules and carpooling information.
15. Prior to issuance of the project C of O, each project shall provide a 6-sq/ft sign identifying the approved truck route plan at all service driveway locations.
16. All design and construction plan submittals shall include a diagrammatic calculation identifying the relationship of site improvements in compliance with FAA Part 77 airspace. All development requires approval of a FAA form 7460-1 prior to the issuance of building permits,
17. All construction equipment used for construction activities shall be fitted with exhaust muffling and noise control filter devices to reduce noise impacts.
18. Prior to the issuance of building permits, all development impact fees shall be paid, inclusive of TUMF, School Fees, and Fire and Public Facilities fees.
19. If archaeological or paleontological resources are encountered at the time of grading or project construction, alt project work in the area of the resource shall cease until the area has been surveyed by a qualified archaeologist or paleontologist in conformance with the Cultural Resource Management Plan.

LEGAL DESCRIPTIONS

Parcel K-5D-B940

That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

Commencing at a brass disk set in the top of a 2" iron pipe and stamped "MAR-4"as shown on a plan entitled "SURVEY CONTROL POINT LOCATION PLAN", prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-5" as shown on said plan, bears North 46°53'34" West a distance of 2188.84 feet; thence South 44°59'42" West a distance of 523.96 feet to the True Point of Beginning;

Thence North 00°23'59" East a distance of 427.00 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 20.00 feet; thence along said curve an arc distance of 31.40 feet through a central angle of 89°58'12"
Thence South 89°37'49" East a distance of 320.88 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 20.00 feet; thence along said curve an arc distance of 31.45 feet through a central angle 90°06'16"
Thence South 0°28'27" West a distance of 415.34 feet;
Thence South 88°31'28" West a distance of 360.54 feet to the True Point of Beginning.

Said parcel contains 3.65 Net acres more or less.

Parcel B-942A

That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South. Range 4 West, San Bernardino Meridian, described as follows:

Commencing at a brass disk set in the top of a 2" iron pipe and stamped "MAR-4" as shown on a plan entitled "SURVEY CONTROL POINT LOCATION PLAN", prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-5" as shown on said plan, bears North 46°53'34" West a distance of 2188.84 feet; thence North 81°59'53" West a distance of 557.63 feet to the True Point of Beginning;

Thence North 89°38'09" West a distance of 194.60 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 20.00 feet; thence along said curve an arc distance of 31.38 feet through a central angle of 89°53'39";
Thence South 0°28'12" West a distance of 348.22 feet
Thence South 89°45'16" East a distance of 214.60 feet;
Thence North 00°27'48" East a distance of 367.73, to the True Point of Beginning.

Said parcel contains 1.81 Net acres more or less.

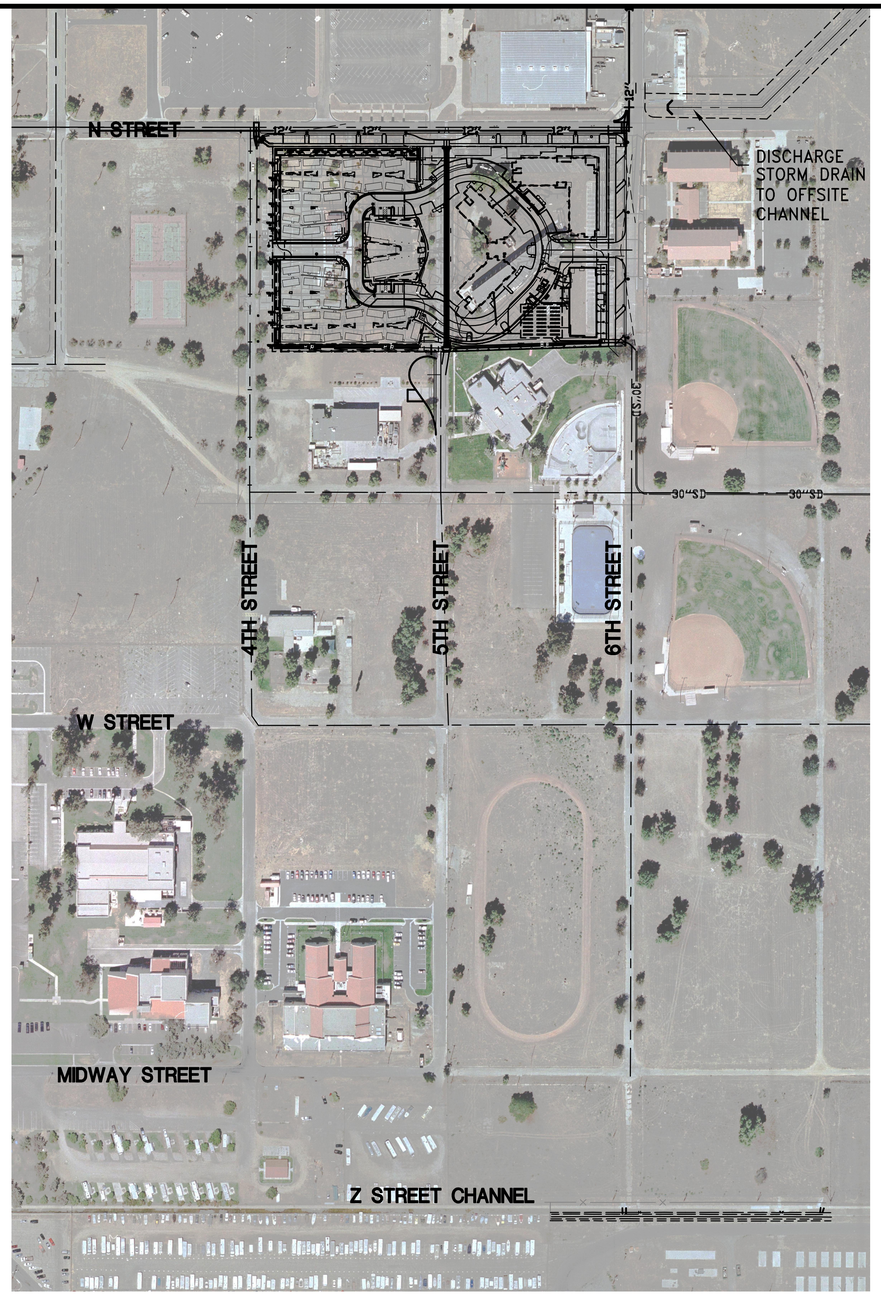
Parcel B-942B

That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

Commencing at a brass disk set in the top of a 2" iron pipe and stamped "MAR-4" as shown on a plan entitled "SURVEY CONTROL POINT LOCATION PLAN", prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-5" as shown on said plan, bears North 46°53'34" West a distance of 2188.84 feet thence North 81°59'53" West a distance of 557.63 feet to the True Point of Beginning;

Thence South 89°38'09" East a distance of 124.85 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 20.00 feet; thence along said curve an arc distance of 31.43 feet through a central angle of 90°02'08"
Thence South 00°23'59" West a distance of 427.61 feet;
Thence North 89°33'16" West a distance of 359.97 feet;
Thence North 00°28'12" West a distance of 78.93, feet;
Thence South 89°45'16" East a distance of 214.60 feet;
Thence North 00°27'48" East a distance of 367.73 to the True Point of Beginning.

Said parcel contains 1,88 Net acres more or less.



INDEX MAP

GRAPHIC SCALE
150 0 75 150 300
(IN FEET)
1 inch = 150 feet

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
FERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program
Specific Plan, PP 10-02, A1

Project Number
120.281

Description
GENERAL NOTES AND
INDEX MAP

Scale

C-1

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

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PLOT DATE - Aug 02, 2023 - 8:53PM

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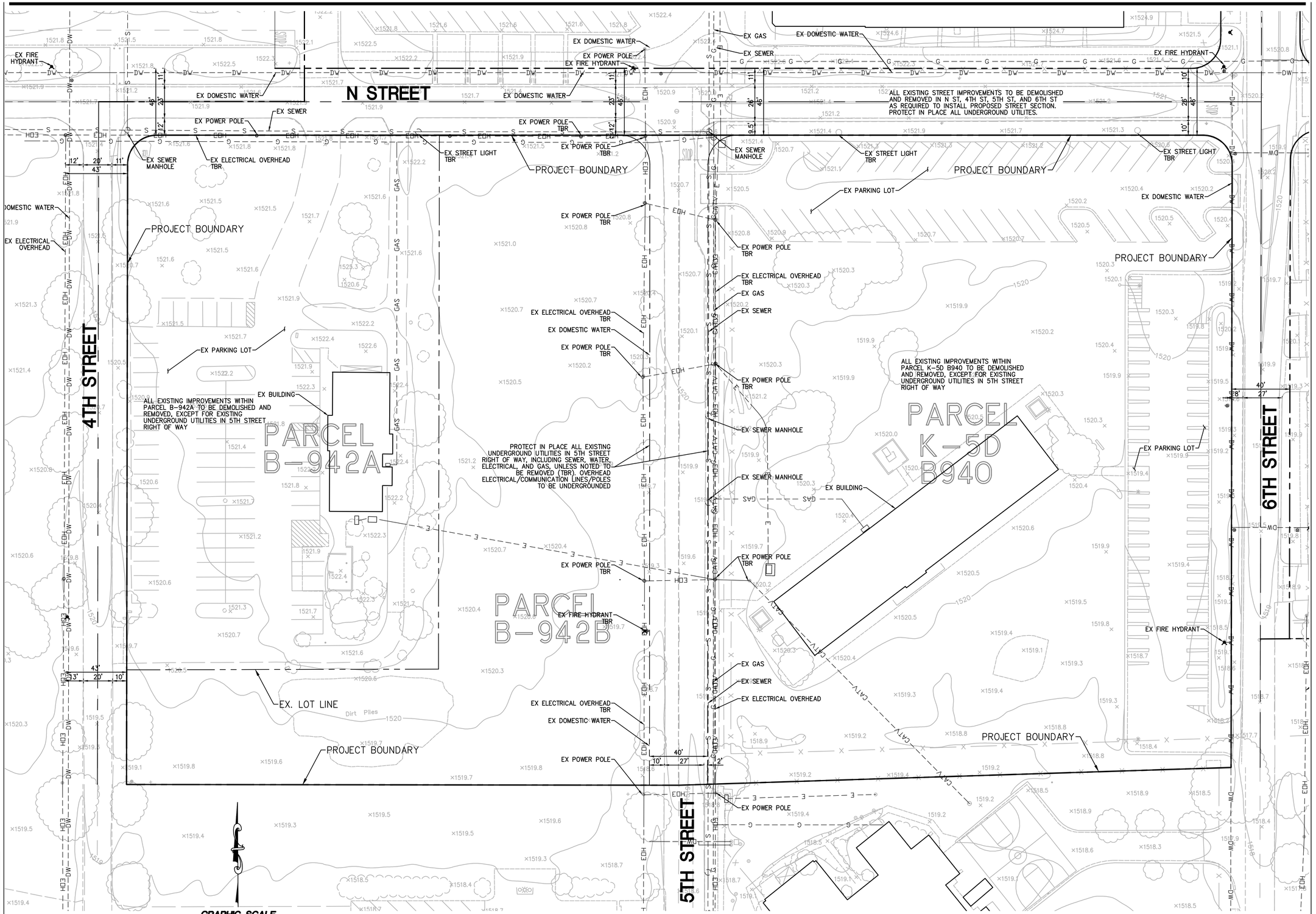

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

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PLOT DATE - Aug 02, 2023 - 8:29PM

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
TERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
EXISTING SITE CONSTRAINTS

Scale

C-2

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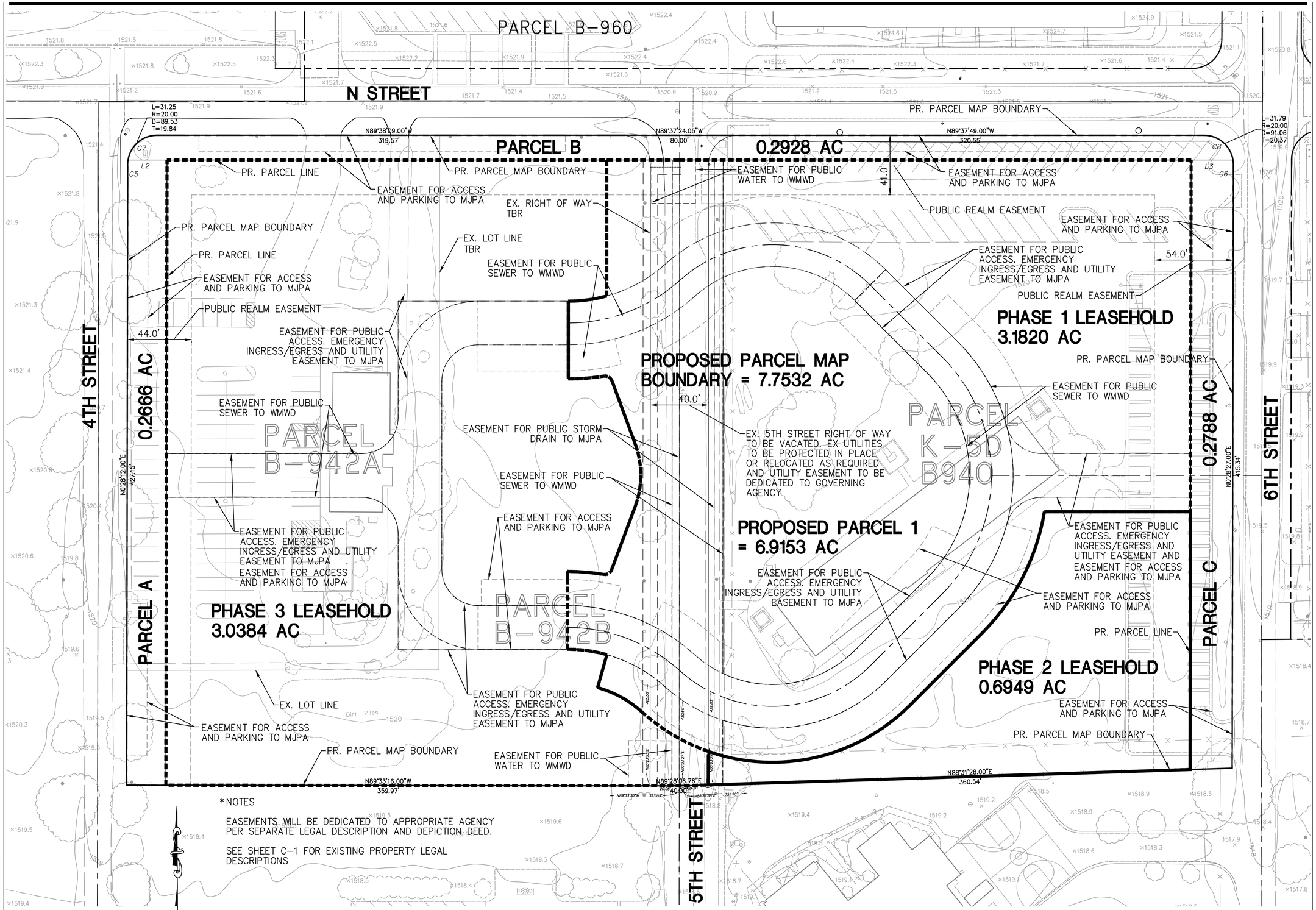

*NOTES

EASEMENTS WILL BE DEDICATED TO APPROPRIATE AGENCY PER SEPARATE LEGAL DESCRIPTION AND DEPICTION DEED.

SEE SHEET C-1 FOR EXISTING PROPERTY LEGAL DESCRIPTIONS

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 inch = 30 feet

P:\120.281\MASTER PLAN\281-MAPPING.dwg
PLOT DATE - Aug 02, 2023 - 8:49PM

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
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CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
JERRY P. AU
No. 68456
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

120.281

Description

PRELIMINARY MAPPING

Scale

C-3

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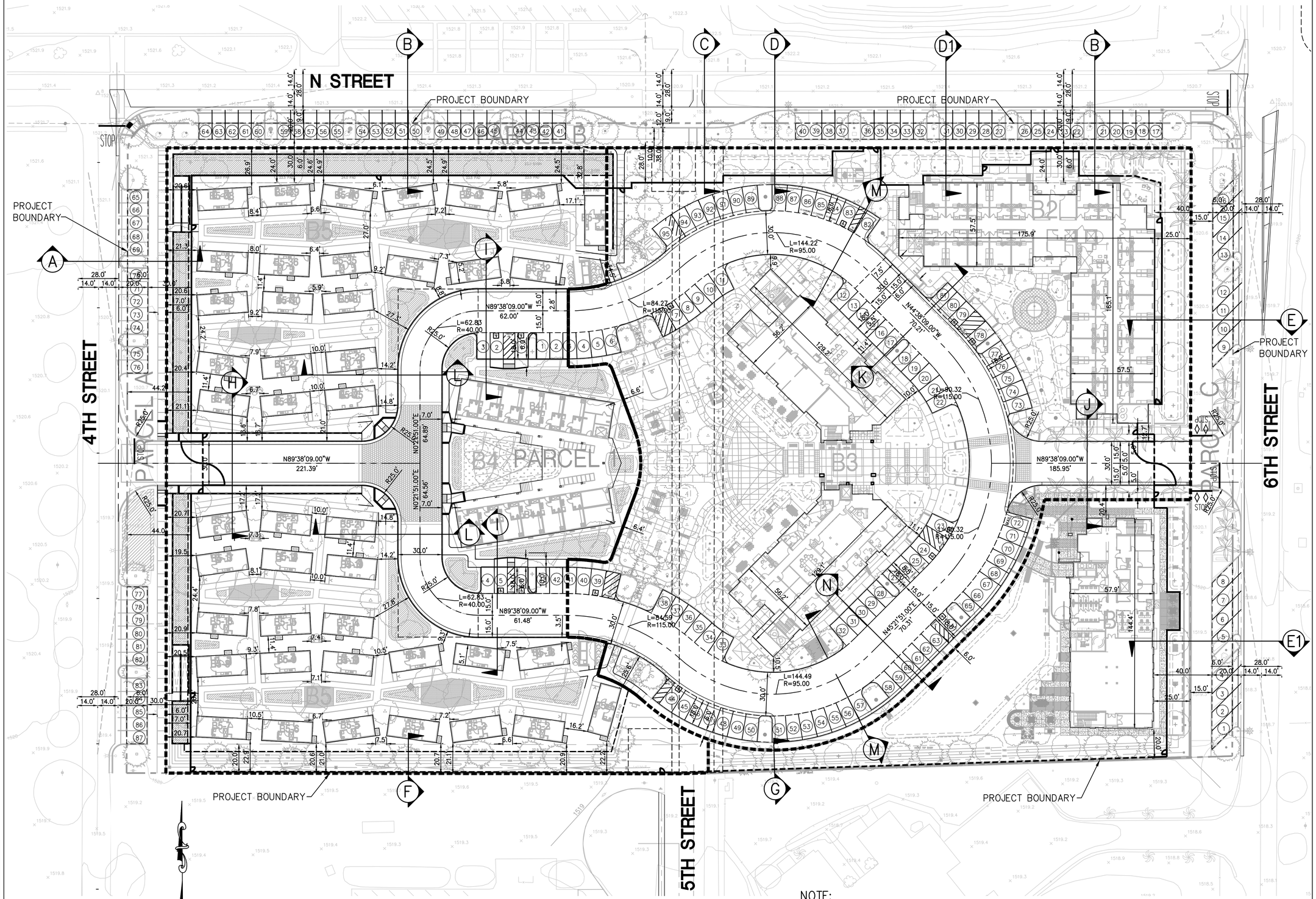

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 inch = 30 feet

NOTE:
THE BUILDING SETBACK DIMENSIONS SHOWN HEREON ARE PRELIMINARY FOR PLANNING PURPOSES ONLY, AND ACTUAL BUILDING SETBACKS IN THE FINAL AS-BUILT/PERMITTED CONDITION MAY VARY FROM THIS PLAN AS LONG AS THE SETBACKS MEET THE REQUIREMENTS OF THE SPECIFIC PLAN DEVELOPMENT CODE, AND THE CALIFORNIA BUILDING AND FIRE CODES FOR THE BUILDINGS.

PLAN CONTROL	PLAN SET: 2
US VETS	DATE: 08/02/2023

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PLOT DATE - Aug 02, 2023 - 8:57PM

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
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URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
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PHONE: 949-727-9095
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REGISTERED PROFESSIONAL ENGINEER
JERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PRELIMINARY SECTIONS AND SETBACKS

Scale

C-4

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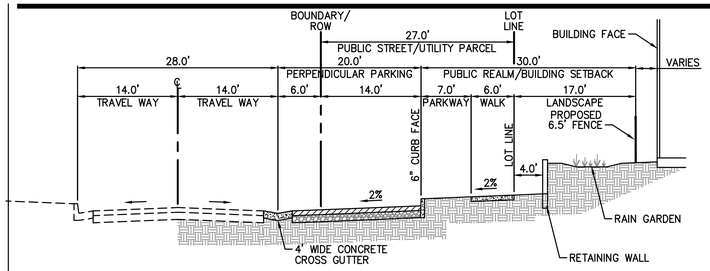
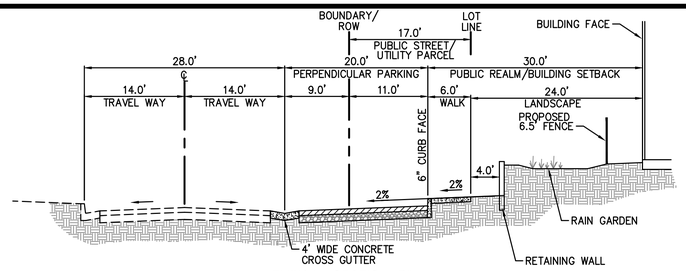


TYPICAL SECTION "A"
4TH STREET
NOT TO SCALE



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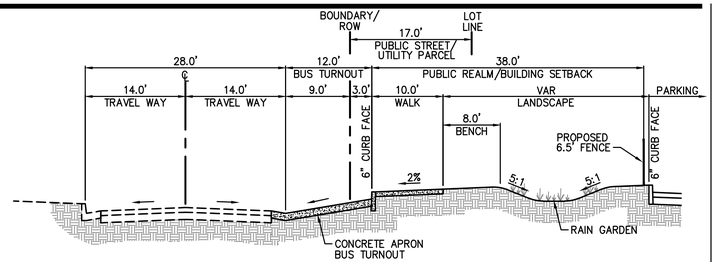

TYPICAL SECTION "C"
N STREET
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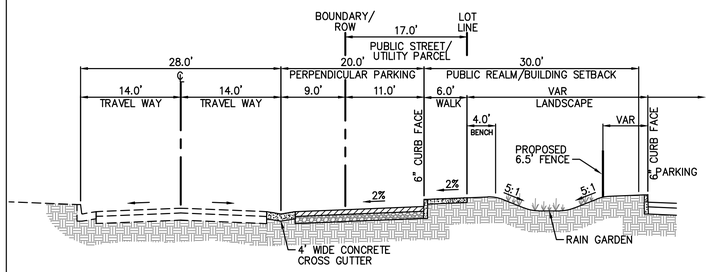

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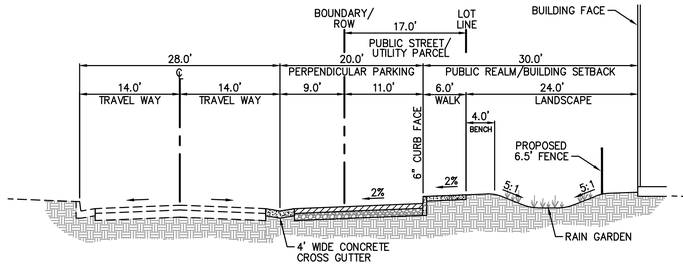

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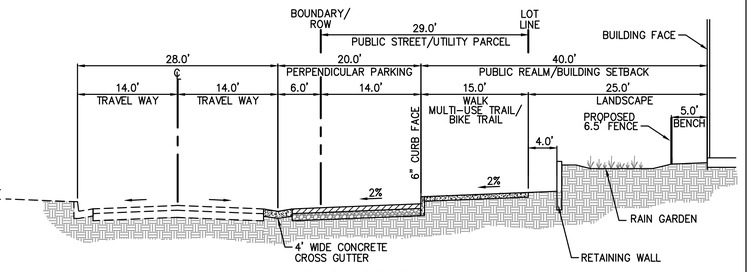
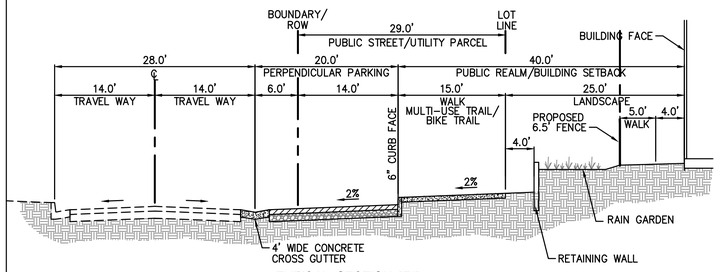
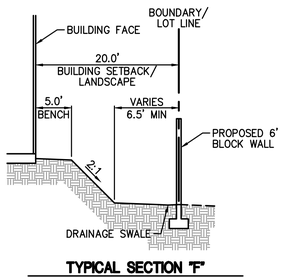


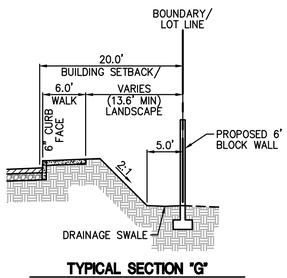
TYPICAL SECTION "E"
6TH STREET
NOT TO SCALE



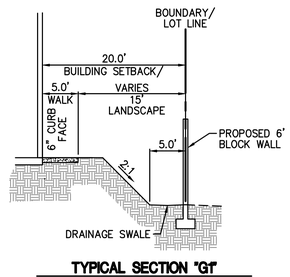
TYPICAL SECTION "E1"
6TH STREET
NOT TO SCALE



TYPICAL SECTION "F"
SOUTHERN BOUNDARY
NOT TO SCALE



TYPICAL SECTION "G"
SOUTHERN BOUNDARY
NOT TO SCALE



TYPICAL SECTION "G1"
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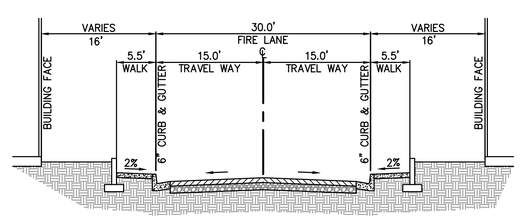
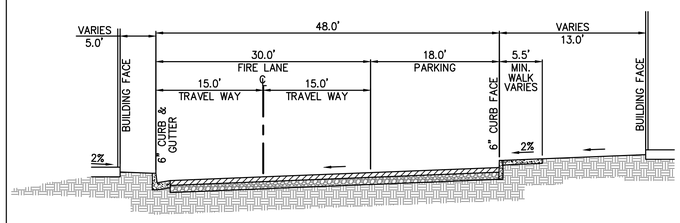
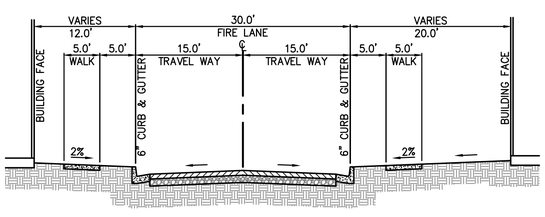
NOT TO SCALE



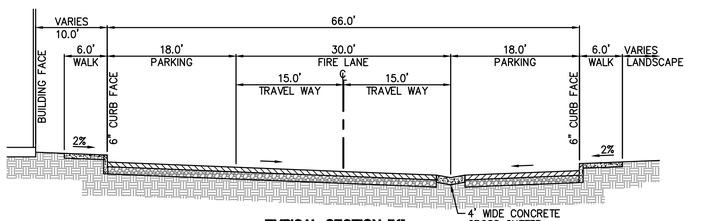
TYPICAL SECTION "H"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



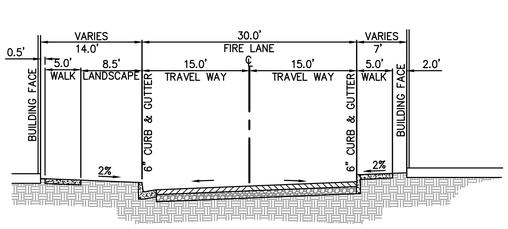
TYPICAL SECTION "I"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



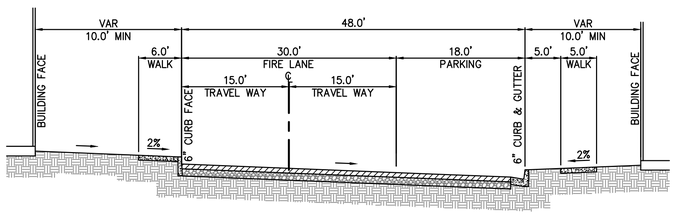
TYPICAL SECTION "J"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



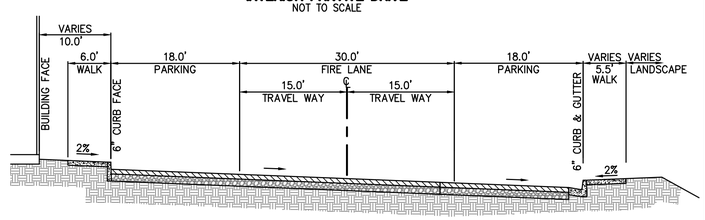
TYPICAL SECTION "K"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



TYPICAL SECTION "L"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



TYPICAL SECTION "M"
INTERIOR PRIVATE DRIVE
NOT TO SCALE



TYPICAL SECTION "N"
INTERIOR PRIVATE DRIVE
NOT TO SCALE

NOTE:
THE BUILDING SETBACK DIMENSIONS SHOWN HEREON ARE PRELIMINARY FOR PLANNING PURPOSES ONLY, AND ACTUAL BUILDING SETBACKS IN THE FINAL AS-BUILT/PERMITTED CONDITION MAY VARY FROM THIS PLAN AS LONG AS THE SETBACKS MEET THE REQUIREMENTS OF THE SPECIFIC PLAN DEVELOPMENT CODE, AND THE CALIFORNIA BUILDING AND FIRE CODES FOR THE BUILDINGS.

P:\120.281\MASTER PLAN\281-SECTIONS-new.dwg
PLOT DATE - Aug 02, 2023 - 8:59PM

PLAN CONTROL	PLAN SET: 2
US VETS	DATE: 08/02/2023

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
JERRY P. AU
No. 62466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PRELIMINARY SECTIONS

Scale

C-5

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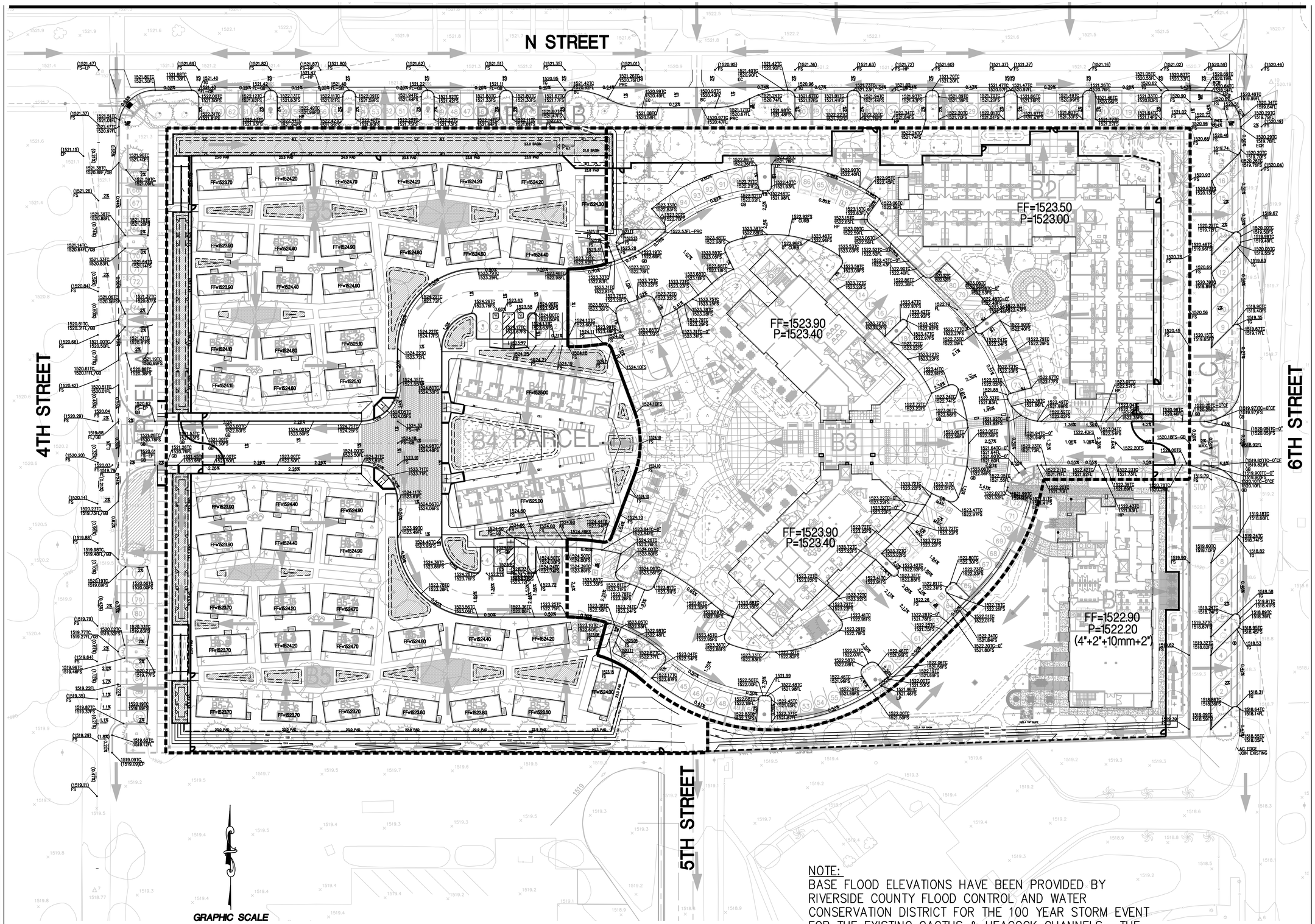

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 inch = 30 feet

NOTE:

BASE FLOOD ELEVATIONS HAVE BEEN PROVIDED BY RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE 100 YEAR STORM EVENT FOR THE EXISTING CACTUS & HEACOCK CHANNELS. THE PROPOSED FINISHED FLOOR ELEVATIONS FOR ALL BUILDINGS HAVE BEEN SET A MINIMUM OF ONE FOOT ABOVE THE ESTABLISHED BASE FLOOD ELEVATIONS.

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

P:\120.281\MASTER PLAN\281-GRADING.dwg
PLOT DATE - Aug 02, 2023 - 8:42PM

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
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PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
FERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY

NOT FOR CONSTRUCTION

Project Name

US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number

120.281

Description

PRELIMINARY GRADING AND DRAINAGE

Scale

C-6

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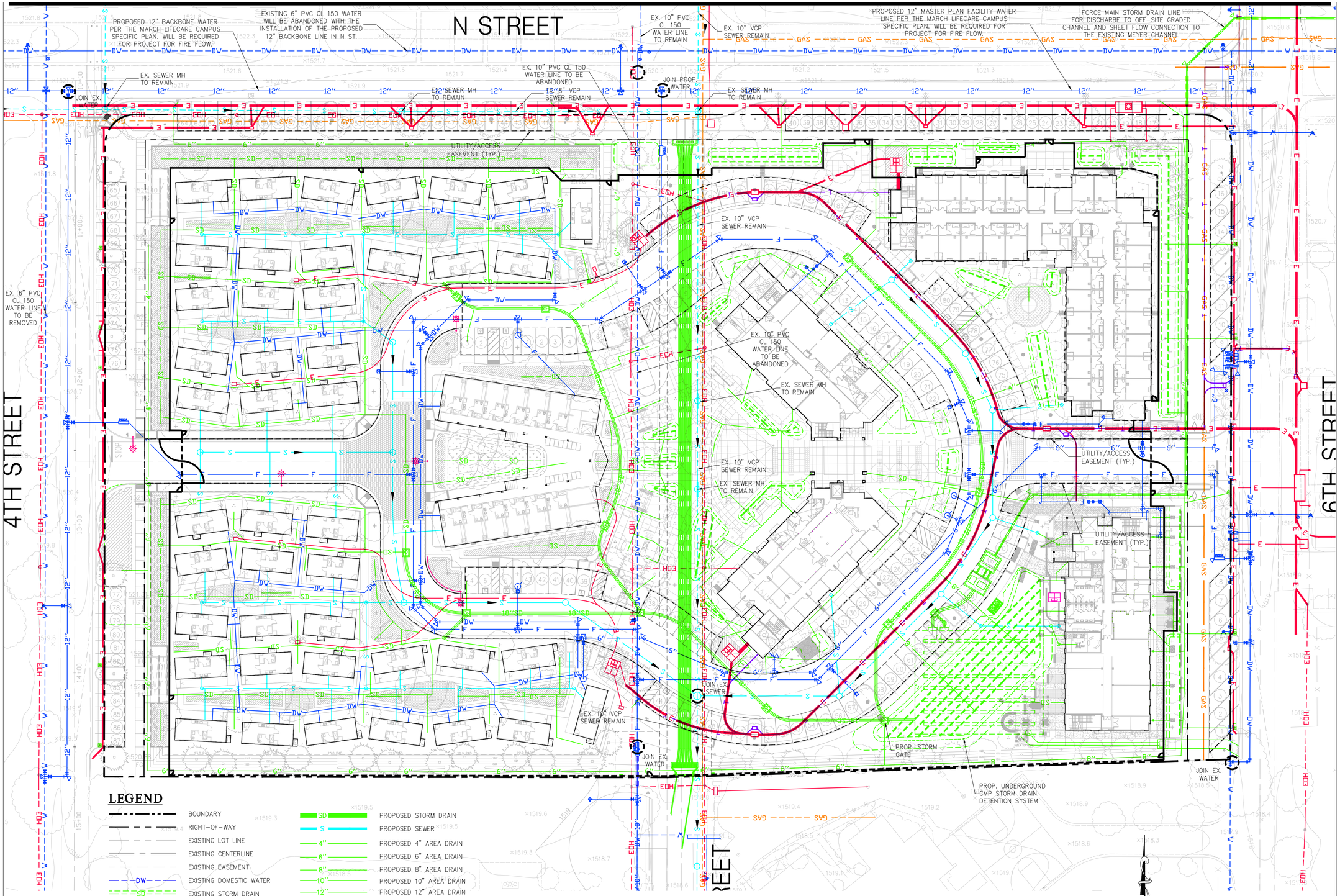

LEGEND

	BOUNDARY
	RIGHT-OF-WAY
	EXISTING LOT LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
DW	EXISTING DOMESTIC WATER
SD	EXISTING STORM DRAIN
S	EXISTING SEWER
PH	EXISTING PHONE
CATV	EXISTING CABLE TV
EOH	EXISTING OVERHEAD ELECTRIC
E	EXISTING ELECTRIC
FIRE	EXISTING FIRE WATER LINE
GAS	EXISTING GAS
DW	PROPOSED DOMESTIC WATER
SD	PROPOSED STORM DRAIN
S	PROPOSED SEWER
4"	PROPOSED 4" AREA DRAIN
6"	PROPOSED 6" AREA DRAIN
8"	PROPOSED 8" AREA DRAIN
10"	PROPOSED 10" AREA DRAIN
12"	PROPOSED 12" AREA DRAIN
SD	PROPOSED 4" PERF. SUB DRAIN
FIRE	PROPOSED FIRE WATER LINE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT/VALVE/THRUST BLOCK
	PROPOSED WATER METER / VAULT & BACKFLOW
	PROPOSED BACKFLOW / DOUBLE DETECTOR CHECK
	PROPOSED 2" POOL METER AND BACKFLOW
	PROPOSED 2" IRRIGATION METER AND BACKFLOW
	PROPOSED CATCH BASIN
	PROPOSED AREA DRAINS
	FILTERRA WATER QUALITY VAULT
	STORM DRAIN JUNCTION STRUCTURE AND MANHOLE
	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
	PROPOSED GAS METER
	PROPOSED TRANSFORMERS, PME AND CAPACITOR
E	PROPOSED ELECTRIC
JT	PROPOSED JOINT TRENCH (PHONE/CATV)
GAS	PROPOSED GAS

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 inch = 30 feet

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△ DATE	DESCRIPTION
1 FEB 2023	PLOT PLAN SUBMITTAL
2 AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
ERRY P. AU
No. 68166
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PRELIMINARY UTILITIES

Scale

C-7

P:\120.281\MASTER PLAN\281-UTIL.dwg
PLOT DATE - Aug 02, 2023 - 9:04PM

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

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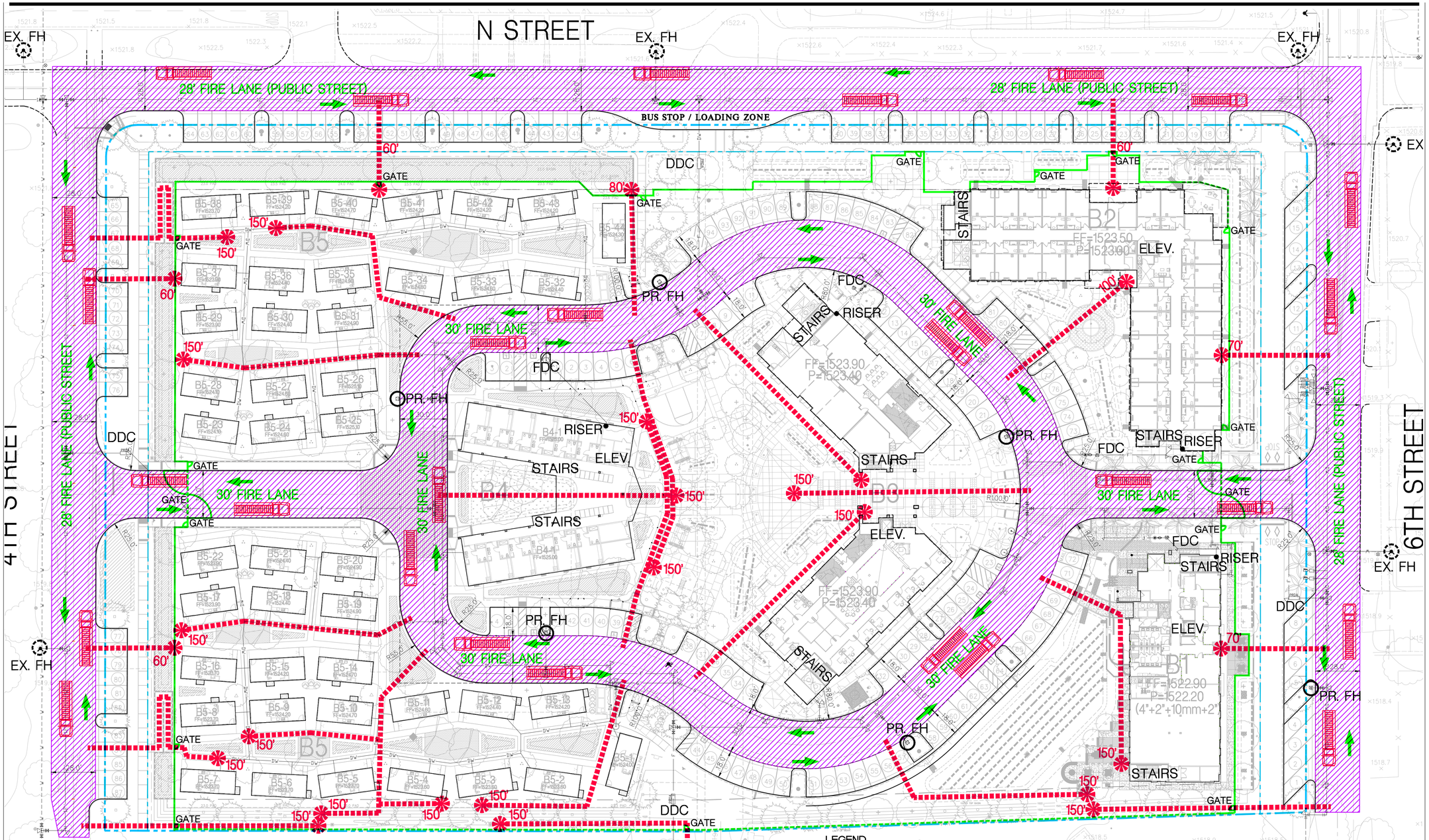

NOTE:
PROJECT MAY HAVE VEHICULAR GATES AS SHOWN.

PROJECT WILL NOT HAVE ANY ABOVE GROUND OR UNDERGROUND FUEL, WAISTE OIL, LPG OR CHEMICAL TANKS.

5TH STREET WILL BE ABANDONED BETWEEN N STREET AND THE SOUTHERN TRACT BOUNDARY, AND THIS AREA WILL BE DEEDED FROM MJPA TO US VETS.

NOTE:
2,250 GPM AT 20 PSI FOR 2 HOURS WILL BE PROVIDED FOR FIRE FLOWS, FOR ALL BUILDINGS WILL BE PROTECTED BY A FIRE SPRINKLER SYSTEM.

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
JERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PRELIMINARY FIRE ACCESS PLAN

Scale

C-8

P:\120.281\MASTER PLAN\281-FIRE.dwg
PLOT DATE - Aug 02, 2023 - 8:43PM

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

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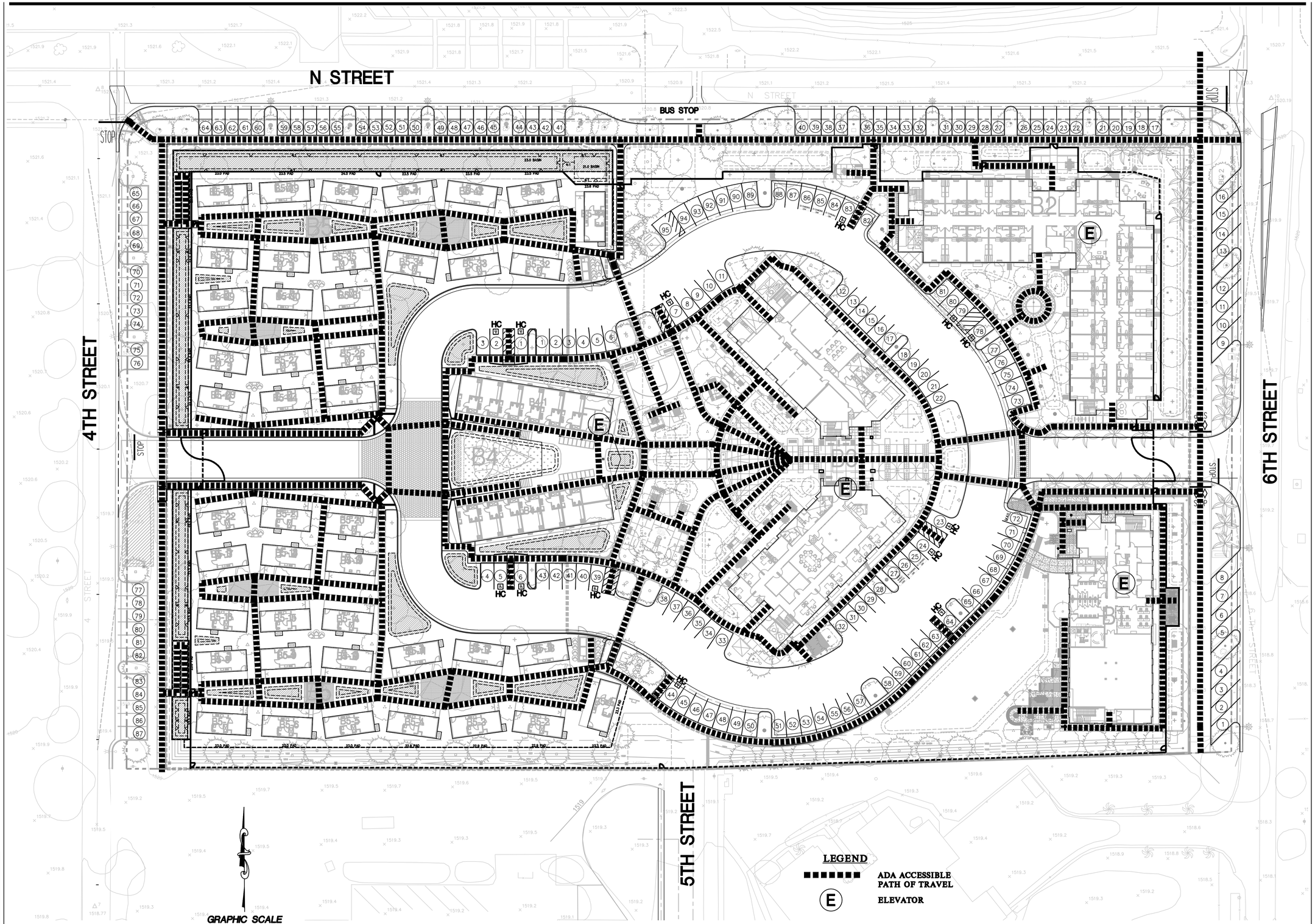

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 inch = 30 feet

LEGEND

ADA ACCESSIBLE PATH OF TRAVEL

E ELEVATOR

** NOTE: THE ACCESSIBLE PATH OF TRAVEL DOES NOT EXCEED 5 PERCENT IN THE DIRECTION OF TRAVEL NOR DOES IT EXCEED 2 PERCENT CROSS SLOPE. 8.33 PERCENT MAXIMUM RAMPS MAY BE PROVIDED FOR A PATH OF TRAVEL BETWEEN 5 AND 8.33 PERCENT SLOPE. ALL ACCESSIBLE PATHS SHALL BE 4' MINIMUM WIDTH.

PLAN CONTROL
US VETS

PLAN SET: 2
DATE: 08/02/2023

P:\120.281\MASTER PLAN\281-ADA.dwg
PLOT DATE - Aug 02, 2023 - 8:27PM

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
TERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PRELIMINARY ADA ACCESS EXHIBIT

Scale

C-9

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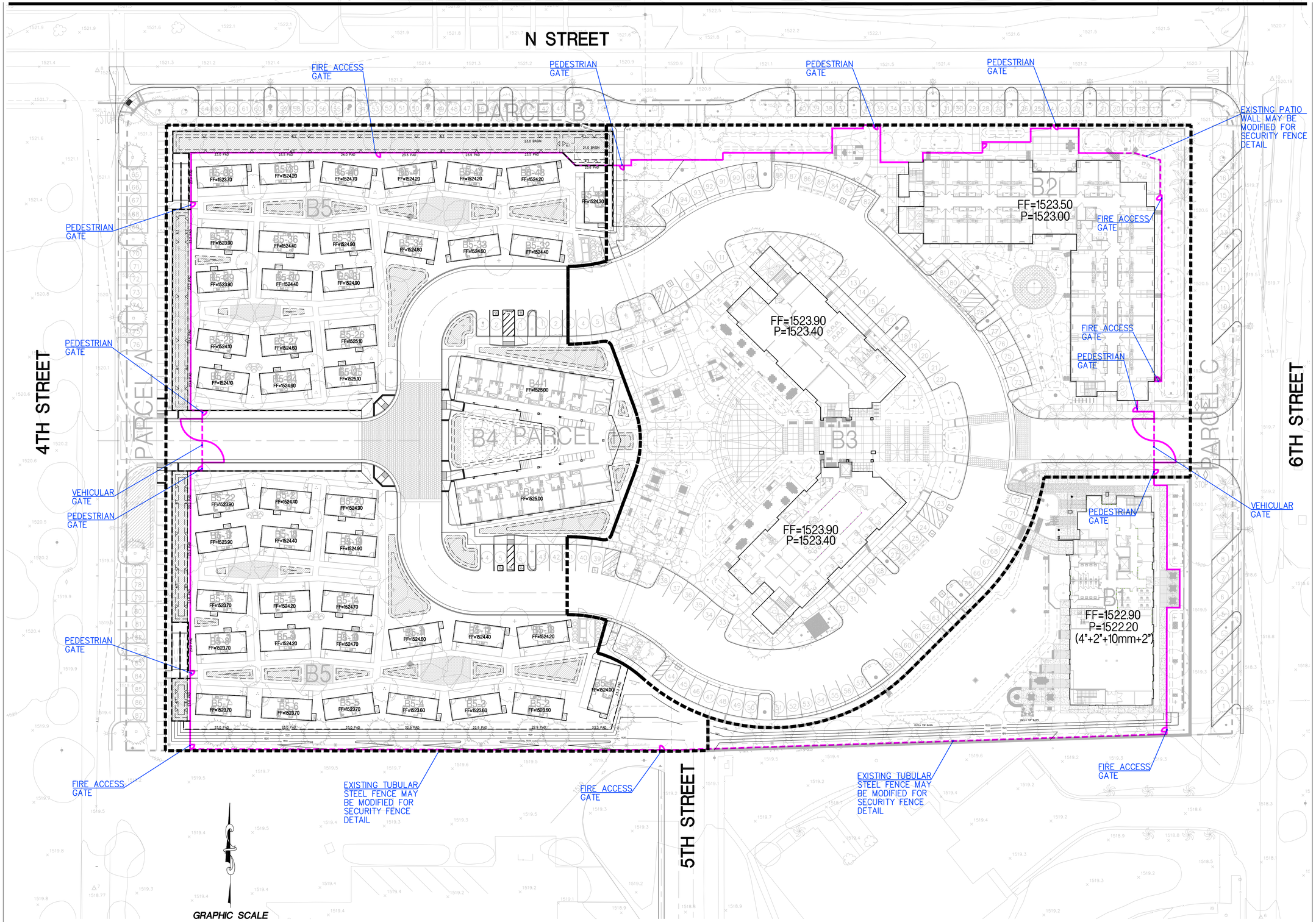

SEE SHEET 11 FOR TYPICAL FENCE DETAILS

P:\120.281\MASTER PLAN\281-GRADING.dwg
PLOT DATE - Aug 02, 2023 - 9:23PM

PLAN CONTROL	PLAN SET: 2
US VETS	DATE: 08/02/2023

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
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URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
JERRY P. AU
No. 68466
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PERIMETER FENCING EXHIBIT

Scale

C-10

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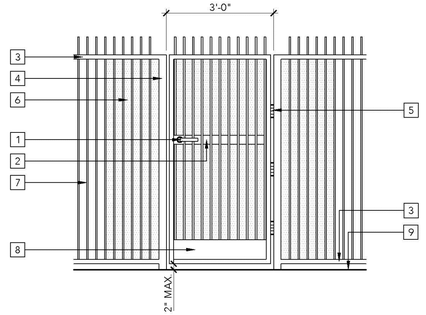
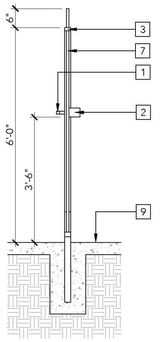
1. SELF-LATCHING GATE LATCH & HANDLE LOCATED ON EXTERIOR SIDE OF GATE - GATE MUST BE CAPABLE OF BEING LOCKED AND SECURELY CLOSED
2. PANIC HARDWARE
3. TUBULAR STEEL TOP AND BOTTOM RAILS
4. SQUARE TUBULAR STEEL POST AT 8'-0" O.C. MAX
5. GATE HINGES - SELF-CLOSING
6. PERFORATED STAINLESS STEEL PANEL WELDED TO PUSH SIDE OF GATE & ADJACENT FENCING (2'-0" BOTH SIDES), PAINT TO MATCH RAILS AND PICKETS
7. STEEL PICKETS @ 4 1/2" O.C.
8. 10" HIGH METAL KICK PLATE (BOTH SIDES)
9. FINISH SURFACE



FRONT ELEVATION

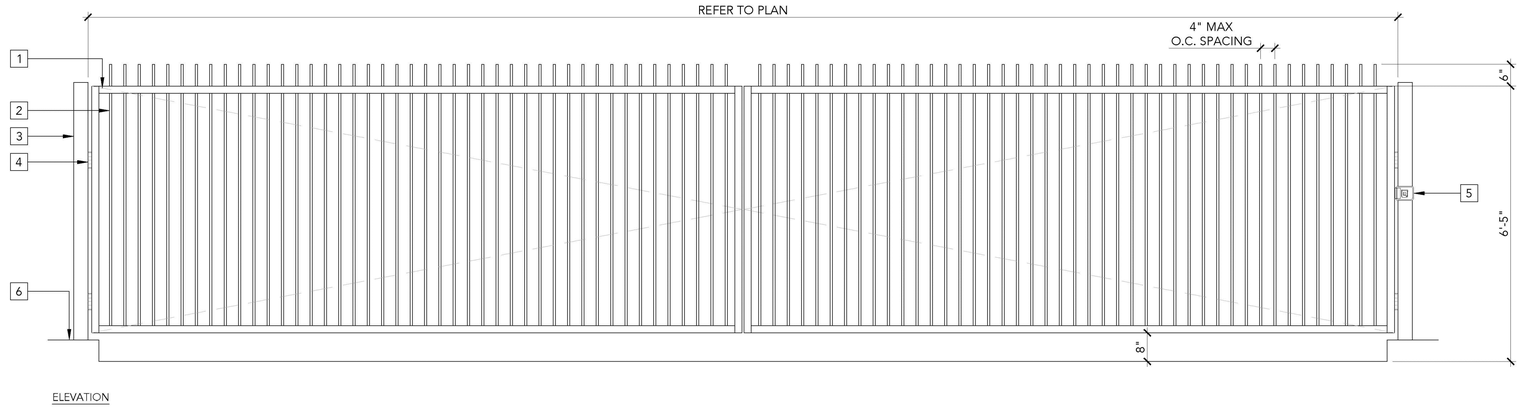


SECTION

00 METAL PERIMETER FENCE

DETAIL-FILE
1/2" = 1'-0"

1. TUBE STEEL GATE FRAME
2. PICKETS SPACED 4" O.C.
3. GATE POST
4. HEAVY DUTY GATE HINGES
5. KNOX BOX PER FIRE DEPARTMENT REQUIREMENTS
6. FINISHED SURFACE



ELEVATION

00 VEHICULAR GATE

DETAIL-FILE
1/2" = 1'-0"

P:\120.281\MASTER PLAN\281--GRADING.dwg
PLOT DATE - Aug 02, 2023 - 9:25PM

PLAN CONTROL	PLAN SET: 2
US VETS	DATE: 08/02/2023

US VETS

March Veterans Village
15301 6th Street, Riverside, CA 92518

△	DATE	DESCRIPTION
1	FEB 2023	PLOT PLAN SUBMITTAL
2	AUG 2023	PLOT PLAN RESUBMITTAL 01

URBAN RESOURCE
CONSULTING CIVIL ENGINEERS

2923 SATURN STREET, SUITE H
BREA, CA 92821
PHONE: 949-727-9095
FAX: 949-727-9098

REGISTERED PROFESSIONAL ENGINEER
FERRY P. AU
No. 68456
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

Seal / Signature

PRELIMINARY
NOT FOR CONSTRUCTION

Project Name
US Vets Transitional Program Specific Plan, PP 10-02, A1

Project Number
120.281

Description
PERIMETER FENCING DETAILS

Scale

C-11

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EXHIBIT "C"

U.S. Vets Transitional Housing Program Specific Plan
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1 (PP 10-01, A1)

Conditions of Approval

EXHIBIT C

U.S Vets Transitional Program Specific Plan (SP-6)
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1 (PP 10-02, A1)

Conditions of Approval

MARCH JOINT POWERS AUTHORITY PLANNING DEPARTMENT
General Planning Conditions:

1. Acceptance of Conditions of Approval: This project is not deemed approved until these Conditions of Approval are accepted by the Applicant. The Applicant must sign the attached, Acceptance of Conditions of Approval Form (Attachment "B") and return it to the March JPA Planning Department Office for filing. Furthermore, the effectiveness of these approvals is conditioned upon the subsequent approval of Specific Plan Amendment #1 (SP-6, A1) through Ordinance #JPA 24-01.

2. If the Applicant does not accept the Conditions of Approval, the Applicant has up to ninety (90) days from the date of the approval of these Conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations, and/or exactions imposed on this project as a result of the approval or conditional approval of this project.

3. The site shall be developed in accordance with the approved Plot Plan 10-02, A1, on file in the Planning Department, the Amended US Vets Transitional Program Specific Plan (SP-6, A1), the~~,~~ March JPA Development Code, the General Plan, and the conditions contained herein. Prior to any use of the site or business activity being commenced thereon, all Conditions of Approval and Environmental Mitigation Measures shall be completed to the satisfaction of the Planning Director or designee. Building elevations shall comply with the color scheme and materials approved with Plot Plan 10-02, A1. (MJPA 9.14.020)

~~4.~~ Within thirty (30) days of Project adoption, four (4) copies and one (1) electronic copy of the final Specific Plan Amendment #1 (SP-6, A1) document shall be submitted to the Planning Department for distribution.

5. The Applicant shall indemnify, protect, defend, and hold harmless March JPA and its constituent public agency members, officers, employees, attorneys, and agents from any and all actual or alleged claims, actions, proceedings, against March JPA to attack, set aside, void, annul, or seek monetary damages arising out of the approval of the Applicant's proposed development or related approvals, including but not limited to CEQA approvals, permits, variances, design plans, plot plans, maps, licenses and amendments. March JPA shall promptly notify the Applicant of any and all claims, actions, and proceedings, covered

by this Agreement. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against March JPA, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by Applicant, March JPA, and/or any parties bringing such forth.

6. Plot Plan 10-02, A1 approval shall expire three years after the date of approval unless substantial construction contemplated by this approval for at least one approved building has occurred within the three-year period, which is thereafter pursued to completion, or the March Joint Powers Authority has extended approval, otherwise the approval shall become null and void. (MJPA 9.02.230)

7. This development is located within SP-6, A1. The requirements of the U.S. Vets Transitional Program Specific Plan, including the permitted uses, development standards, parking, setback and other development provisions, along with the Conditions of Approval shall govern the property.

8. Any increase to the approved building heights and or increase in the building pad elevation will necessitate a revised submittal and review by the FAA through the 7460-1 process.

9. The development shall comply with the requirements of the Americans with Disabilities Act. All disabled parking spaces shall measure 14' wide to include a 9' stall and 5'loading area, by 18' length. One in every 8 disabled spaces, but in no case less than one, shall be van accessible with a minimum 9' wide space and 8' wide loading area. All signage, striping, ramps and slopes shall meet ADA requirements. Overhang of parking shall not encroach upon handicapped access routes.

10. Any signs indicated on the submitted plans are not included with this approval. All signs proposed for this development shall comply with the requirements of the March JPA Development Code. (MJPA 9.12.020)

11. All new and existing utilities located on the site shall be placed underground. (MJPA 9.13.130)

12. The development shall comply with the noise emission criteria identified in the March JPA Development Code. (MJPA 9.10.140)

13. The development shall comply with all mitigation measures as outlined in the Addendum to the March LifeCare Campus Specific Plan Final EIR and Mitigation Monitoring and Reporting Program (SCH# 2008071020). (Resolution #JPA 24-01, Exhibit "A")

14. Prior to the submittal of any plans/permits for plan check review, the Applicant/Developer shall meet with March JPA staff at a Pre Plan Submittal/Construction Meeting to be determined.

15. Prior to the issuance of any Permit, the Developer shall designate one point of contact for all plan/permitting submittals, from grading to the final tenant improvements, to act as the

liaison between the March JPA and the various subcontractors. Individual subcontractors shall not be allowed to submit plans/permit submittals for the project separately but shall use the single-point-of-contact to handle all plan/permit submittals.

16. The Applicant/Developer shall also comply with March JPA Building and Engineering Departments and outside Agency conditions to be performed prior to issuance of Grading and Building Permits and Certificate of Occupancy

Planning Conditions to be Performed Prior to Issuance of Grading Permits:

17. Prior to issuance of grading permits, the Project applicant shall prepare a traffic control plan that specifically addresses construction traffic and possible lane closures within the public rights-of-way. The traffic control plan shall be reviewed and approved by March Joint Powers Authority (JPA) prior to Project construction.

18. Prior to issuance of precise grading permits, all site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

19. Prior to grading permit issuance, an FAA Form 7460-2 would be required for any temporary construction equipment used during construction activities exceeding 38 feet in height.

Planning Conditions to be Performed Prior to Issuance of Building Permits:

20. Prior to issuance of building permits, final landscaping and irrigation plans shall be approved as a component of the construction plan review. (MJPA 9.02.030)

21. Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay the applicable March JPA Development Impact Fee (DIF). These fees shall include, but are not limited, to the Criminal Justice Public Facilities, Fire Protection and Parks Development impact fees.

22. Prior to issuance of building permits, the developer shall provide to the Planning Department written certification by the affected school district that either: (1) the development has complied with the fee levied by the governing board of the District, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the development.

23. Prior to issuance of building permits, the Planning Division shall review and approve a computer-generated, point-by-point exterior lighting analysis plan as a component of the construction plan review. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for fully shielded light fixtures and shall include fixture catalog cuts, light cut-off shielding details, wattage, illumination type (high or low pressure sodium or LED below 2,700 Kelvin only), location, and height. The lighting shall not exceed a 750-watt maximum and shall not be mounted more than 25' above finished grade. The lighting shall be designed

in such a manner so that it does not exceed 0.5 candle/foot^2 illumination beyond the property line. (MJPA 9.08.100)

24. Prior to issuance of building permits, the applicant shall complete a Construction Waste Recycling Plan and submit the plan to the Riverside County Waste Management Department (RCWMD) for approval. The plan will identify and estimate the materials to be recycled during construction activities and will specify where and how the recyclable materials will be stored on the site. Compliance with the plan will be a requirement in all construction contracts

25. Prior to issuance of building permits, the applicant shall submit building plans to the RCWMD and obtain approval from the RCWMD for compliance with the Riverside County Design Guidelines for Refuse and Recyclables Collection and Loading Areas, which include specifications for recyclable storage space, location and access, signage, protection and security, compatibility, and overall compliance with federal, state, and local laws.

Planning Conditions to be Performed Prior to Issuance of Certificate of Occupancy:

26. Prior to issuance of a Certificate of Occupancy, the developer or developer's successor in interest shall pay the applicable Transportation Uniform Mitigation Fee (TUMF). This provision does not prohibit paying the TUMF earlier at the time of building permit issuance.

27. Prior to Certificate of Occupancy, the Planning Division shall review and approve the location and method of screening of transformer cabinets, commercial gas meters and back flow preventers as components of the construction plan review. Location and screening shall comply with the following criteria: All transformer cabinets, commercial gas meters and backflow devices shall not be located within driveway/street view triangles in such a way that they obscure traffic visibility. Service Electrical Systems shall be fully enclosed and incorporated into the overall architectural design of the building(s). Back-flow preventers and gas meters shall be screened by landscaping that will provide appropriate landscape screening upon maturity. (MJPA Design Guidelines)

28. Prior to the issuance of the Certificate of Occupancy, the applicant shall provide a letter from the landscape architect identifying that all landscape has been installed consistent with the approved landscape plan and that the landscape complies with the provisions of the March JPA Landscape Irrigation Efficiency Ordinance (JPA ORD.#16-03).

29. A completed LEED Checklist shall be submitted to the Planning Department for review and shall identify those LEED standards met by the project as required under the Program EIR. The checklist also includes "optional" criteria that are above and beyond standards established under the PEIR and Specific Plan. Those "optional" criteria are considered voluntary as identified within the Specific Plan. This condition shall be considered MET if the relevant checklist has been approved by the Planning Department. This condition may not be deferred.

Planning Department Landscape Provisions (Timing Varies):

30. All landscape located adjacent to parking areas shall be protected by a raised 6" curb. (MJPA Design Guidelines)

31. The landscape irrigation schedule which identifies appropriate watering times, duration and quantities, for 1) initial landscaping and 2) established landscape, shall be continually available at the site in perpetuity, in a convenient location near the irrigation controlling unit. (JPA ORD #09-05).

32. All on-site parking shall be screened by one of the following methods: 1) 30" parking screen wall; 2) continuous landscape shrub; or 3) combination of shrub, wall and earthen berm. (MJPA Design Guidelines).

33. All irrigation and plant material damaged by construction or operational activities shall be replaced with like sized material within three (3) business days.

34. At no time shall any contractor store or place equipment, signs, temporary utilities or any other items within the public right-of-way or landscape areas.

35. Prior to certificate of occupancy, the Applicant/Developer shall demonstrate the proposed Project complies with all provisions within the March Joint Powers Authority Ordinance No. #16-03 (Water Efficient Landscape Ordinance) including but not limited to:

    (a) Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.5.

    (b) All irrigation systems shall be designed to prevent runoff, over-spray, low head drainage, and other similar conditions where water flows off-site on to adjacent property, non-irrigated areas, walk, roadways, or structures. Irrigation systems shall be designed, constructed, installed, managed, and maintained to achieve as high an overall efficiency as possible.

    (c) Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions unless the use of the property would otherwise prohibit use of a timer.

36. Landscaping shall conform to the standards and requirements of the March JPA. (MJPA 9.13.010)

37. If any existing landscape (including existing or new plantings, hardscape, landscape features, etc.) is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved plans within 30 days of completion of

construction by the tenant, unless prior agreement is obtained with the District. (MJPA Design Guidelines, 9.2.1)

Interwest: Additional Landscape Conditions of Approval
Interwest provided the following additional Landscape Conditions of Approval for Plot Plan 10-02, A1:

38. Specify the warm season lawn/turf genius and species that is proposed. All warm season turf species are acceptable, except for St Augustine.

39. Remove and replace Salvia greggi 'Furman's Red'- Furman's Autumn Sage, from the plant palette as the old growth is woody, brittle, unattractive and high maintenance.

40. All trees shall be irrigated with a dedicated deep root stream bubbler system.

41. On-site trees must be 24" box size and larger. No 15-gallon trees will be allowed.

NPDES Provisions (Timing Varies):

42. The development shall be subject to all provisions of March Joint Powers Authority General Plan Land Use Policy 8.4, which establishes requirements to meet all local, state and federal environmental requirements. This includes the implementation of stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto

43. The Applicant shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the required Low Impact Development best management practices, roof drains to vegetation and trash enclosure. The project proponent should request a Final WQMP Pre-submittal letter before beginning this process. The MJPA Engineering Department shall review and approve the final WQMP text, plans and details.

Clean Air Provisions (Timing Varies):

44. The operator shall cooperate with March JPA in the pursuit of Carl Moyer clean air grants. Grants shall be used to pursue clean air technology inclusive of clean burning engines, alternate fuel vehicles, diesel particulate traps, alternate fuel refrigeration units, and electrification of dock ramp positions.

45. The Project shall provide a parking lot design that includes clearly marked pedestrian pathways between truck parking and loading areas and building entrances.

46. The Developer is encouraged to use materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.

47. All construction activities shall be limited to between 7:00 am and 7:00 pm.

MJPA ARCHEOLOGY/PALEONTOLOGY:

48. Human Remains: If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to consultation between appropriate representatives from that group and the Planning Director.

49. Inadvertent Archeological Finds: If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition only, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Consulting Native American Tribe(s).

    (a) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the tribal representative(s) and the Planning Director to discuss the significance of the find.

    (b) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

    (c) Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

    (d) Treatment and Disposition of the inadvertently discovered resources shall be carried out in one or more of the following methods:

    (e) Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources; leaving them in the place they were found with no development affecting the integrity of the resources.

(f) Onsite reburial of the discovered items. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in COA #50.

(g) Pursuant to Calif. Pub. Res. Code § 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the Tribe(s) cannot come to a consensus on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the March Joint Powers Authority Planning Director (Director) for decision. The Director shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources, recommendations of the project archeologist and shall consider the cultural and religious principles and practices of the Tribe. Notwithstanding any other rights available under the law, the decision of the Director shall be appealable to the March Joint Powers Authority Council."

50. Archeologist Retained: Prior to issuance of a grading permit the project applicant shall retain a Riverside County qualified archaeologist to monitor all ground disturbing activities to identify any unknown archaeological resources.

The Project Archaeologist and the representative(s) from the Native American Tribe (s) shall be included in the pre-grade meetings to provide cultural/historical sensitivity training including the establishment of set guidelines for ground disturbance in sensitive areas with the grading contractors. The Project Archaeologist and the Tribal representative(s) shall manage and oversee monitoring for all initial ground disturbing activities and excavation of each portion of the project site including clearing, grubbing, tree removals, mass or rough grading, trenching, stockpiling of materials, rock crushing, structure demolition and etc. The Project Archaeologist and the Tribal representative(s), shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources in coordination with any required special interest or tribal monitors.

The developer/permit holder shall submit a fully executed copy of the contract to the Planning Department to ensure compliance with this condition of approval. Upon verification, the Planning Department shall clear this condition.

Any newly discovered cultural resources shall be subject to an evaluation, in consultation with the Native American Tribe(s) and which will require the development of a treatment plan and monitoring agreement for the newly discovered resources.

51. Paleontologist Required: This site is mapped as having a high potential for paleontological resources (fossils) at shallow depth. Therefore, PRIOR TO ISSUANCE OF GRADING PERMITS:

The permittee shall retain a qualified paleontologist approved by the March Joint Powers

Authority Planning Director to create and implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

The project paleontologist retained shall review the approved development plan and shall conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the Planning Department for review and approval prior to issuance of a Grading Permit.

Information to be contained in the PRIMP, at a minimum and in addition to other industry standard and Society of Vertebrate Paleontology standards, are as follows:

a) The project paleontologist shall participate in a pre-construction project meeting with development staff and construction operations to ensure an understanding of any mitigation measures required during construction, as applicable.

b) Paleontological monitoring of earthmoving activities will be conducted on an as-needed basis by the project paleontologist during all earthmoving activities that may expose sensitive strata. Earthmoving activities in areas of the project area where previously undisturbed strata will be buried but not otherwise disturbed will not be monitored. The project paleontologist or his/her assign will have the authority to reduce monitoring once he/she determines the probability of encountering fossils has dropped below an acceptable level.

c) If the project paleontologist finds fossil remains, earthmoving activities will be diverted temporarily around the fossil site until the remains have been evaluated and recovered. Earthmoving will be allowed to proceed through the site when the project paleontologist determines the fossils have been recovered and/or the site mitigated to the extent necessary.

d) If fossil remains are encountered by earthmoving activities when the project paleontologist is not onsite, these activities will be diverted around the fossil site and the project paleontologist called to the site immediately to inspect the remains.

e) If fossil remains are encountered, fossiliferous rock will be recovered from the fossil site and processed to allow for the recovery of smaller fossil remains. Test samples may be recovered from other sampling sites in the rock unit if appropriate.

f) Any recovered fossil remains will be prepared to the point of identification and identified to the lowest taxonomic level possible by knowledgeable paleontologists. The remains then will be reburied on-site in a pre-determined location, typically within the landscape areas and away from any drainage basins to the best possible extent.

g) A qualified paleontologist shall prepare a report of findings made during all site grading activity with an appended itemized list of fossil specimens recovered during grading (if

any). This report shall be submitted to the Planning Department for review and approval prior to building final inspection as described elsewhere in these conditions.

h) All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (e.g. Professional Geologist, Professional Engineer, etc.), as appropriate. Two wet-signed original copies of the report shall be submitted directly to the Planning Department along with a copy of this condition, deposit-based fee and the grading plan for appropriate case processing and tracking.

MJPA BUILDING AND SAFETY:

Regarding the U.S. Vets Transitional Housing Program Specific Plan, PP 10-02, A1, please contact March JPA Building and Safety at 951-656-7000 for direction on how to submit your building application as well as how to submit plans for electronic plan review. Please visit www.marchjpa.com to download the appropriate form(s) for building permit application. Please provide the following sets of plans and documents:

Building and Safety electronic submittals required at first plan review.

(1) Architectural Plans
(1) Structural Plans
(1) Structural Calculations
(1) Plot/Site Plans
(1) Electrical Plans
(1) Electrical Load Calculations
(1) Plumbing Plans/Isometrics, Water, Sewer and Gas
(1) Mechanical Plans
(1) Roof and Floor Truss Plans
(1) Title 24 Energy Calculations
(1) Typical Modular Plans and HCD Approvals

Building & Safety General Information

52. All structures shall be designed in accordance with the 2022 California Building Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Electrical Code, and the California Green Buildings Standards adopted by the State of California. Modular buildings shall be approved by California Department of Housing and Community Development, (HCD).

53. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Building & Safety Job Card.

54. Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection.

55. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

56. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI requirements.

57. Construction projects which require temporary electrical power shall obtain an electrical permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Department:

    a) Installation of a construction trailer, or,
    b) Security fenced area where the electrical power will be located.

58. Installation of construction trailers must be located on private property. No trailers can be located in the public right of way.

59. Site development and grading shall be designed to provide disabled access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sections, 11A and 11B.

60. March JPA enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore it is the building owner's responsibility to be aware of those differences and comply accordingly.

61. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.

62. Separate plan submittals and permits are required for all accessory structures; example would be trash enclosures, patios, block walls, play equipment and storage buildings.

63. Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.

64. Building & Safety, (Willdan Engineering) will inspect all structural foundation work, structural work on the building to include plumbing, electrical, mechanical, title 24, green

building code items. Building & Safety will also inspect the electrical conduit and wiring in the common areas for light standards as well as disabled accessibility requirements from the public right of way to the building and the disabled parking stalls. Signage will be inspected by Building & Safety as well as trash enclosures and other ornamental structures on the site.

65. Engineering will review rough and precise grading plans on site as well as all improvements in the public right of way. Engineering will inspect on site utilities starting 5 foot outside of the building as well as all the curb, gutter and sidewalk construction.

66. Storm Water Retention, (CG Resource Management) will inspect the NPDES and storm water requirements on and off site.

67. Western Municipal Water District inspects all water service installations on site and off site as well as any sewer connections to grease interceptors on site

Building & Safety Conditions

68. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's; this includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.

69. All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or March JPA.

70. Prior to issuance of building permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants, shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.

71. Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.

72. Prior to issuance of building permits, provide Building & Safety with a will serve letter from Western Municipal Water District.

73. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES).

74. Special inspectors and structural observation inspectors that are required by the building code shall register with Building & Safety. The special inspectors shall provide a copy of

their certifications as well as a copy of their driver's license before they start work as an inspector on the project. Special inspectors are required to provide a hard copy of the reports in the construction office daily for the inspectors' use. The special inspectors shall make all necessary and required inspections before March JPA inspectors provide periodic inspections.

75. A Certificate of Occupancy will be granted to the Developer/Owner when the building is 100 percent complete, and all agencies have signed for permanent occupancy.

MARCH JPA ENGINEERING – HM CONSULTING

With respect to the Conditions of Approval for the above referenced project, the March Joint Powers Authority (March JPA) requires that the applicant provide the following improvements and/or dedications in accordance with the March JPA requirements and standards and pursuant to exhibits identified and shown on site plan. It is understood that the site plan exhibits correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require revisions to the plan to be resubmitted for further consideration.

The following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary to the specific plan and the design and traffic reports and specific plan and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the MJPA Public Works Engineer.

An Encroachment permit shall be obtained from all affected agencies prior to start of any work. MJPA will require construction of new and/or rehabilitation of existing infrastructure including roads, drainage, water and sewer to provide adequate service and minimum of 2 paved access to the site within any phase. All on and offsite improvements shall be designed and constructed to Riverside County Transportation, Riverside County Flood Control, Western Municipal Water District Standards and as approved by March JPA. The following improvements shall be installed as appropriate prior to issuance of Building Permit:

76. Drainage and flood control facilities and improvements shall be provided in accordance with the MJPA and Riverside County Flood Control requirements and standards. The following drainage related conditions are the minimum requirements of this project:

    a. Onsite private drainage facilities located outside road right-of-way shall be installed as approved by MJPA and privately maintained. Existing and proposed drainage easements shall be kept free of any building, structures, and obstructions.

    b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year on and offsite storm flows. Additional emergency escape shall also be provided pursuant to Flood Control requirements.

    c. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No

ponding or concentration of water to upstream and downstream properties shall be permitted.

d. Final hydrology report and hydraulic calculation shall be submitted to the MJPA Public Works Engineer. The report shall address the offsite flow, accumulative onsite runoff, and the impact to adjacent downstream properties.

e. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the MJPA Public Works Engineer.

f. All building pads shall be elevated a minimum of 1' above calculated 100-year water surface elevation with finished floor minimum of 8" above the pad. In case of medical facilities such as hospital, urgent care and other similar uses, the building pads shall be elevated 1' above 500-year flood plain.

g. Prior to issuance of building permits, the applicant shall pay MJPA the drainage fees established by the Sunnymead area drainage plan. These fees will be utilized by JPA to assist with implementation of drainage facilities such as Cactus Channel.

77. Streetlights, if required shall be installed along all perimeter streets adjacent to the site. The streetlight standards shall be pursuant to requirements of the March Healthcare Development specific plan. All lights shall be annexed to the Maintenance District.

78. The proposed development is in the service area of Western Water District for water and sewer services and comply with Western and Fire Department requirements. On and offsite sewer and water plans shall be submitted to WMWD and JPA for review and approval. All existing utilities shall be identified and relocated/abandoned as determined by utility purveyor prior to issuance of building permit. If utilities are to remain in place appropriate easements shall be dedicated and recorded.

79. This project shall annex to existing landscape, lighting, and drainage maintenance districts established by MJPA. The owner shall be responsible to pay towards maintenance of all offsite facilities including drainage improvements as determined by the Districts. Onsite underground basin(s), pipes, lights, and landscaped "rain guards" shall be maintained by the owner.

80. On and offsite improvements including grading and paving plans along with hydrology shall be submitted to MJPA for review and approval.

81. On and offsite drive and parking layout, lighting, landscaping and offsite landscaping and lighting shall be reviewed and approved by the Planning Department.

82. The intersection of "N" and Riverside Drive shall be improved to provide for dedicated right and left turn lanes (all legs and directions). In lieu fee may be an acceptable alternative to

actual construction.

MARCH JPA RESOURCE ENGINEERING - CGRME

In a letter dated January 15, 2024, the March JPA Resource Management Engineer, CGRME, provided the following Conditions of Approval for Plot Plan 10-02, A1:

83. The development shall be subject to all provisions of March Joint Powers Authority General Plan Section 1.8, which establishes requirements to meet all local, state and federal environmental requirements. This includes the implementation of stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.

84. The structural BMPs selected for this project have been approved in concept only. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the five bioretention basins, self-treating/retaining landscaping, and roof drains to BMP. The Engineering Department shall review and approve the final WQMP text, plans and details.

85. A Final WQMP will be required before grading plan approval.

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

On July 13, 2023, the Riverside County Airport Land Use Commission (ALUC) found March Joint Powers Authority Case No. SP_6, A1 (Specific Plan Amendment #1) and Plot Plan 10-02, A1 (Plot Plan Amendment #1), a proposal to construct a two-story 24-unit transitional housing building with office space totaling 11,850 square feet and 44 permanent supportive housing units totaling 22,150 square feet, located southerly of N street, easterly of 4th street, and westerly of 6th street. The applicant also proposes to amend the U.S. Vets Transitional Program Specific Plan to reduce the number of housing units from 323 to 222 and eliminate buildings 4 through 8, CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions:

86. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

87. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

    (a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.

(b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

(c) Any use or activity which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.).

(d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

(e) Hazards to flight.

88. The attached notice below shall be given to all prospective purchasers of the property and/or tenants of the building and shall be recorded as a deed notice.

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business and Professional Code Section 11010 (b) (13) (A)

89. Any other proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the stormwater basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the stormwater basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at

RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

90. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

91. The project has been evaluated to construct a proposal to construct a two-story 24-unit transitional housing building with office space totaling 11,850 square feet and 44 permanent supportive housing units totaling 22,150 square feet. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

92. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

93. Any questions pertaining to the project, please contact Paul Rull, ALUC Director, at (951) 955-6893.

RIVERSIDE COUNTY FIRE DEPARTMENT

In a letter dated March 22, 2023, the Riverside County Fire Department has reviewed the Site Development plans and find them acceptable with the conditions below. These conditions are preliminary, and further review will be conducted upon receipt of additional entitlement and/or construction submittals. Additional requirements may be required based upon the adopted codes at the time of submittal.

94. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans.

95. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on the information provided. Fire sprinkler plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 903).

96. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a monitored manual/automatic fire alarm system in accordance with CFC Section 907. Plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 907).

97. Minimum fire flow for the construction of all residential dwellings is required per CFC Appendix B and Table B105.1. Prior to building permit issuance, the applicant/developer shall provide documentation to show there exists a water system capable of delivering the required fire flow.

98. Prior to building construction, fire apparatus access roads extending beyond 150 feet which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5).

99. The Fire Apparatus Access Road shall be (all weather surface) capable of sustaining an imposed load of 75,000 lbs. GVW. The fire apparatus access road or temporary access road shall be reviewed and approved by the Office of the Fire Marshal and in place during the time of construction. (CFC 501.4).

100. Fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Office of the Fire Marshal and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches.

101. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access by emergency personnel. (CFC 506.1)

102. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet from a building. A fire hydrant shall be located within 50 feet of the fire

department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 ½" x 2 ½") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3)

103. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1).

104. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Office of the Fire Marshal for review and approval.

105. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Office of the Fire Marshal prior to beginning construction. They shall be maintained accessible.

106. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3).

107. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required to facilitate emergency response. The numerals shall be a minimum of twelve inches in height. (CFC 505.1).

108. Fire safety during construction shall comply with the requirements of Chapter 33. (CFC Chapter 33 & CBC Chapter 33)

109. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal.

110. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. Reference CFC 506.1

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

In a letter dated December 28, 2023, the Riverside County Flood Control and Water Conservation District provided the following for SP-6, A1, Plot Plan 10-02, A1, APN 294-080-016,

112. This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted. If the project is proposing to create additional impervious surface area, applicable fees should be paid (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) to the Flood Control District or City prior to issuance of grading or building permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

General Information:

113. This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation, or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

114. If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, the City should require the applicant to provide all studies, calculations, plans, and other information required to meet FEMA requirements, and should further require the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation, or other final approval of the project and a Letter of Map Revision (LOMR) prior to occupancy.

115. The project proponent shall bear the responsibility for complying with all applicable mitigation measures defined in the California Environmental Quality Act (CEQA) document (i.e., Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report) and/or Mitigation Monitoring and Reporting Program, if a CEQA document was prepared for the project. The project proponent shall also bear the responsibility for complying with all other federal, state, and local environmental rules and regulations that may apply.

116. If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Wildlife and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

UNITED STATES POSTAL SERVICE

117. Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District's (Western Water) Conditions of Approval for the above reference project are as follows:

118. Compliance with water efficient landscape requirements per the March Joint Powers Authority Ordinance.

119. All applicable Added Facilities Charges (for water facilities), Sewer Connection Fees, and Meter Installation Fees must be paid as well as Cross Connection Testing and regulatory compliance approved prior to the installation of any water meter.

120. Proposed facilities for water, sewer, recycled water service as well as onsite irrigation facilities must be designed by a Registered Civil Engineer and reviewed and approved by Western Water. Deposit for Plan Check must be received prior to plan submittal and Deposit for Inspection must be received prior to approval of the plans.

121. Western Water, as a member agency of Metropolitan Water District of Southern California (MWD) will enforce MWD's Plan for Water Use Efficiency Guideline requirements for water conservation.

122. The property is located within the 1695 Pressure Zone. Currently, Western Water has an existing 12" water pipeline located 6th Street for service connection to the proposed project. The available Fire Flow must be determined by a flow test or fire flow modeling.

123. Coordinate with fire protection agency of jurisdiction to determine required fire flow for the proposed project and advise Western Water of the fire flow requirements. Submit request to Western Water for fire flow modeling to determine if existing water systems capacity is available to provide the required fire flow. Depending on the results of the fire flow modeling additional conditions of approval such as upsizing of existing pipes, extension of pipes, installation of parallel piping or installation of pumps, at the developer's cost, may be required. 7. Western Water has an existing 10" sewer pipeline in 5th Street for service connection to the proposed project.

124. Developer to submit a 24" x 36" preliminary onsite and/or offsite plan of water, sewer and/or recycled water plan layout to Western Water before formal submittal of Water, Sewer and/or Recycled Improvement Plans.

125. Preliminary water, sewer and/or recycled water plans shall show the following items:
    a. Delineate all existing utility facilities (i.e.; pipe diameter, pipe material, manholes, water meters, air/vac, blow-off, fire hydrants, valves, sewer, gas, communication, electrical, etc.) within project boundaries.
    b. Delineate all easements within project boundaries.
    c. Delineate all proposed and existing lots, streets, and storm drains.
    d. Delineate all proposed water, sewer and/or recycled water facilities within project boundaries. Include pipeline diameters and type of material.

126. Developer to submit a detailed engineer's construction cost estimate to Western Water for review and approval. Once approved, developer shall make a deposit for plan checking services for Water, Sewer and/or Recycled Water Improvement Plans.

127. Water, Sewer and/or Recycled Water Improvement Plans shall be designed per Western Water's Standard Specifications. Please review Western Water's Developer Handbook for submittal formats and requirements online at: http://www.wmwd.com/162/Developer-Handbook

128. Water, Sewer and Recycled Water Commercial Plans for connections only shall be designed per Western Water's Standards and Specifications. Please review Western Water's Commercial Plan Check Package for submittal formats and requirements online at: http://www.wmwd.com/DocumentCenter/Home/View/237

129. Developer to submit grading plans for Western Water's review and approval before grading permit is issued.

130. Water, Sewer and/or Recycled Water Improvement Plans or Commercial Plans shall not be approved until all items mentioned above are received and approved by Western Water.

131. The developer is responsible for installing, paying all costs and obtaining an encroachment permit from the local jurisdiction having authority over installation of water, sewer and/or recycled water facilities including laterals in the public right-of-way. If the customer chooses to cross private property, then the customer is responsible to obtain private easements from adjacent property owners. Proof of private easement must be provided to Western Water prior to plan approval.

132. Provide and/or pay for all applicable cost and fees including connection facilities, relocation of facilities, and additional facilities that may be necessary to accommodate applicant's proposed water and sewer usage, while maintaining resiliency of pipelines within Western Water's distribution system. This may include the upsizing of pipelines, installation of pressure reduction, and/or pump stations (subject to the application of appropriate credits for additional facilities provided by applicant).

133. For water, sewer and/or recycled water service by Western Water, the developer must comply with the "Standard Conditions," and all applicable Rules, Regulations, and General Policies of Western Water at the time of construction.

134. Contact Western Water's Development Services Department at (951) 571-7100 for further information.

ATTACHMENT A

Standard March JPA Operation Mitigation Measures

To be placed on the cover sheet of all grading and building construction plan submittals

1. Future uses shall comply with all applicable permitting requirements for new or modified emission sources subject to SCAQMD rules and regulations.

2. All internal combustion engine-driven equipment will be properly maintained and tuned according to manufacturer's specifications.

3. Hazardous materials certified handler and disposal service shall conduct the disposal and servicing of any hazardous materials.

4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris by the developer or the developer's successor-in-interest. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust.

5. Green waste generated by the Development shall be kept separate from other waste types in order that it can be recycled for onsite composting or directed to local wood grinding and/or composting facility.

6. Any graffiti located onsite shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.

ATTACHMENT B

UNITED STATES VETERANS HOUSING CORPORATION
ACCEPTANCE OF CONDITIONS OF APPROVAL
FOR THE
U.S VETS TRANSITIONAL PROGRAM SPECIFIC PLAN (SP-6, A1)
PLOT PLAN 10-02, A1

The March Joint Powers Commission considered and **APPROVED** the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project, with **Conditions of Approval**, on _____.

The United States Veterans Housing Corporation, acknowledges and accepts the Conditions of Approvals for the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project, as approved by the March Joint Powers Commission. Upon signature and return of this Acceptance to the March Joint Powers Authority, the United States Veterans Housing Corporation, will be allowed/authorized to submit construction plans for the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project.

UNITED STATES
VETERANS HOUSING CORPORATION

_____ _____
Owner/Applicant Signature **Date**

_____ _____
Owner/Applicant Printed Name **Owner/Applicant Title/Position**

ATTACHMENT 2

ORDINANCE #JPA 24-01

AN ORDINANCE OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN AMENDMENT TO THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN – SP-6, A1

- Exhibit A: U.S. Vets Transitional Housing Program Specific Plan Amendment #1 (SP-6, A1)
- Exhibit B: Conditions of Approval

ORDINANCE #JPA 24-01

AN ORDINANCE OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN AMENDMENT TO THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN, SP6 (SP-6, A1)

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

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

WHEREAS, on November 16, 2011, the March Joint Powers Commission considered and adopted Ordinance #JPA 11-05, approving the U.S. Vets Transitional Housing Program Specific Plan (SP-6), to develop a 323 unit, 401 bed, transitional and permanent supportive housing campus for homeless veterans on a 7.75-acre property located at 15305 6th Street within the March JPA Planning Area in unincorporated Riverside County, California; and

WHEREAS, on February 14, 2023, the United States Veterans Housing Corporation (the "Applicant"), submitted an application to amend Specific Plan SP-6, in order to develop a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, on the remaining 3.05 acres of the March Veterans Village Campus, located at the southeast corner of N Street and 4th Street; and

WHEREAS, the proposed modifications include Amend/update SP-6 to include the proposed housing and unit types and corresponding updates to text, exhibits/figures, appendices, including, but not limited to, unit and building square footages, number of units, landscape, parking, site circulation; and

WHEREAS, Plot Plan Amendment #1 (PP 10-01, A1), and this Specific Plan No. 6, Amendment #1 (SP-6, A1) collectively constitute the "Project" for purposes of the California Environmental Quality Act (Pub. Resources Code, § 2100 et seq.) ("CEQA"); and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), on November 2, 2011, the March Joint Powers Commission considered and adopted Resolution #JPA 11-36, Adopting a CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH#2008071021); and

WHEREAS, in accordance with CEQA, the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), on January 10, 2024, the March Joint Powers Commission considered and adopted Resolution #JPA 24-01, Adopting a second CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH#2008071021); and

WHEREAS, on February 14, 2024, the Commission conducted a duly-noticed public hearing in accordance with Government Code section 65453 and 65355 on Specific Plan Amendment (SP-6, A1), at which time all persons wishing to testify in connection with Specific Plan Amendment (SP-6, A1) were heard and Specific Plan Amendment (SP-6, A1) was comprehensively reviewed; and

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

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

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

SECTION 2. Compliance with the California Environmental Quality Act. As documents in Resolution #JPA 24-01, the Commission has considered and certified a CEQA Addendum to the March LifeCare Campus Specific Plan Final Program EIR (SCH#2008071021), including Specific Plan Amendment #1 (SP-6, A1), in accordance with the requirements of CEQA, the State CEQA Guidelines, and the March JPA Local CEQA Guidelines. As the decision-making body for the Project, the Commission has reviewed and considered the CEQA Addendum, any oral or written comments received, and the administrative record prior to taking action on the Project, including action on Specific Plan Amendment #1 (SP-6, A1),

SECTION 3. Findings for Specific Plan Amendment. Based on the entire record before the Commission and all written and oral evidence presented to the Commission, pursuant to Section 9.13.080, Adoption/Amendment Procedure, and Section 9.13.090, General Plan Consistency, of the March JPA Development Code and Section 65454 of the Government Code, the Commission finds that Specific Plan Amendment #1 (SP-6, A1) is consistent with the March JPA General Plan and will systematically implement the goals and objectives of the General Plan. Moreover, the Commission hereby makes the following specific findings in accordance with state law and the March JPA Development Code:

A. Specific Plan Amendment #1 (SP-6, A1) is in conformance with the General Plan for the reasons set forth in Appendix B, General Plan Consistency Statement, of the U.S. Veterans Transitional Specific Plan. Appendix B is organized by General Plan Elements including Land Use, Transportation, Noise/Air Quality, Housing, Resources Management and Safety/Risk Management, and states the corresponding General Plan goals, followed by a consistency statement highlighting the provisions included in the Specific Plan that support each goal in the March JPAGeneral Plan.

B. Specific Plan Amendment #1 (SP-6, A1) is consistent with the purpose and intent of the March JPA Development Code because Specific Plan Amendment #1 (SP-6, A1) complies with Chapter 9.13 (Specific Plans) of the March JPA Development Code including but not limited to requirements listed in Section 9.13.050, Specific Plan Requirements, and the design standards outlined in Section 9.13.060, Minimum Design Standards.

C. Based on the entire record before the Commission and all written and oral evidence presented to the Commission, the Commission finds that Specific Plan Amendment #1 (S-6, A1), is in the public interest because it will provide for the efficient development of the March Veterans Village Campus of the U.S Veterans Transitional Program Specific Plan as a safe, efficient and comprehensive institutional residential campus for homeless veterans and their families.

SECTION 4. Adoption of Specific Plan Amendment. Based on the entire record before the Commission and all written and oral evidence presented to the Commission, the Commission hereby adopts Specific Plan Amendment #1 (SP-6, A1) in substantially the form attached hereto as Exhibit "A", which is incorporated by this reference.

SECTION 5. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provisions of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 6. Publication. The Chair of the Commission shall sign this Ordinance and the Clerk of the Commission shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in the Press Enterprise, a newspaper published and circulated within the boundaries of the March JPA.

SECTION 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the Office of the Planning Manager, March JPA, 14205 Meridian Parkway, Suite 140, Riverside, CA 92518.

SECTION 8. Effectiveness. This Ordinance shall be effective thirty (30) days after its adoption.

INTRODUCED on the 14th day of February, 2024.

PASSED, APPROVED, and ADOPTED this 13th day of March, 2024.

_____

Ed Delgado, Chairman
March Joint Powers Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Ordinance #JPA 24-01 was duly introduced on February 14, 2024, and adopted by the Joint Powers Commission at its regularly scheduled meeting on March 13, 2024.

Ayes:	None
Noes:	None
Abstain:	None
Absent:	None

Dated: February 14, 2024

_____
Cindy Camargo, Clerk
March Joint Powers Authority Commission

EXHIBIT "A"

U.S. Vets Transitional Program Specific Plan
Specific Plan Amendment #1 (SP-6, A1)

U.S. VETS TRANSITIONAL PROGRAM SPECIFIC PLAN (SP-6)

NOVEMBER 2011

U.S. VETS
UNITED STATES VETERANS INITIATIVE

Amendment 1
February 2024

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Chapter 1.0 Introduction

PROJECT SUMMARY

Section 1.1 Background of the Specific Plan

The U.S. Vets Initiative Transitional Program is located within the limits of the adopted March LifeCare Campus Specific Plan (SP-7) and certified Program Environmental Impact Report (SCH#2008071021) that were approved by the March Joint Powers Commission in November of 2009, as well as the March LifeCare Campus Specific Plan Amendment (SP-7) and certified EIR Addendum that were adopted in August of 2011. The adopted SP-7 and certified environmental documents described and analyzed a 236 gross acre campus setting for hospitals, educational programs, research laboratories, medical office buildings, healthcare related uses and support services. The Specific Plan and EIR further analyzed the relocation of existing homeless shelters, Path of Life and the U.S. Veterans' Transitional Program, within the boundaries of the Specific Plan Area. The relocation of existing homeless shelters from the southwest corner of Meyer Drive and 6th Street, to March Joint Powers Authority (JPA) retained parcels southerly of N Street and westerly of 6th Street, helps facilitate the development of an integrated and comprehensive healthcare campus along Meyer Drive.

The U.S. Vets relocation and expansion Project would have represented the first implementing project pursuant to the adopted March LifeCare Campus. However, because the Project introduces a larger and more comprehensive design for the existing U.S. Vets Program than originally anticipated in the March LifeCare Campus, it was necessary to separate the Project from the whole of the March LifeCare Development which focuses on the development of healthcare related uses. The Proposed Project is to relocate and expand the existing U.S. Veterans' Transitional Program, and adopt a standalone Specific Plan for the new development that will create regulations and programs necessary for the successful operation of a comprehensive transitional program for homeless veterans.

Pursuant to the naming standard for specific plan set forth in JPA Development Code Section 9.13.40, the proposed Specific Plan Amendment is designated SP-6 and affects 7.75 acres of JPA owned parcels located south of N Street and west of 6th Street.

Section 1.2 Project Description

The United States Veterans Initiative (U.S. Vets) is the largest non-profit organization in the country dedicated to providing comprehensive services to homeless U.S. military veterans. Since 2003, the existing U.S. Vets facility at the March JPA has served veterans within the western Riverside County region by providing housing, educational and job training services.

Currently, the U.S. Vets Initiative operates a transitional housing program at 15106 6th

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Street and 15125 6th Street. The U.S. Vets Initiative would like to relocate and expand the existing U.S. Vets Program to a 7.75 acre site located less than 1,200 feet south of the existing Program site. The new site will accommodate a ~~401~~ 283 bed, 222 unit, transitional and permanent supportive housing center for homeless US veterans.

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Chapter 2.0 Specific Plan

Section 2.1 Executive Summary

US VETS (United States Veterans Initiative) is proposing a 401283 -bed, 222 unit, transitional and permenantpermanent supportive housing center for homeless Veterans to be called March Veterans Village and located on 7.7533 acres within the March LifeCare Campus Specific Plan in Riverside County. The proposed development would be a closed campus intended for use by residents, staff, program participants, and authorized guests only. The site is bound by 6th, N and 4th streets and borders a community center to the south operated by the City of Moreno Valley. The net buildable area will be approximately 5.84 acres based on the project setbacks as noted in the Specific Plan. The proposed development would result in the abandonment of 5th Street during the second phase of the Project. The site is designated as Mixed Use Zone under the Specific Plan. The Project is allowed under the existing SP-7 zoning designation. Because of the specialized nature of the Project, however, the Project site will be rezoned to SP-6 in order to apply provisions and regulations within this document to the U.S. Vets Project site alone and not to the whole of the SP-7 project area.

Section 2.2 Development and Phasing Program

Housing Composition and Program

Three Two veteran housing programs comprise this 323 222 unit, 401 283 bed project, which is designed to serve former military men and womenmembers in need of transitional housing, as well as health and mental services. The project will be constructed in three three phases: (see also , as shown in Appendix L – Phasing Exhibits.)

Table 1. PHASE I) – Building & Unit Count

Type	Bldg. Qty.	Beds	Units	Area (SF)	Bed/Unit
Efficiency Building (B2)	1	143	107	61,278	1.3
Family Building (B1)	1	27	21	23,404	1.3
TOTAL	2	170	128	84,682	1.3

Type	Bldg. Qty.	Beds	Units	Area (SF)	Bed/Unit
(B1)	1		16	23,349	
(B2)	1	116	116	60,969	1.0
(B3)	1	38	22	41,710	1.7
TOTAL	3		154	126,028	1.

During Phase I of the Project the B2 building will implement Program Bed units that are designed to accommodate more than one bed per unit. Prior to the completion of Phase II development, these Program Bed units will be converted to Efficiency Bed

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~~units which will accommodate one bed for each unit. No more than 3 Program Units within the B2 building will be converted into community spaces such as classrooms, counseling rooms or office spaces. Please refer to Table 2 below for a total bed and unit count for Building B2 during Phase II of the Project.~~ During Phase II of the Project, ~~44 buildings including a new 24-unit Multifamily Building (Building B4) and 44 single-unit Comfort Homes (Buildings B5) will be constructed.~~

~~Table 2. PHASE II – Building & Unit Count~~

~~Type~~	~~Bldg. Qty.~~	~~Beds~~	~~Units~~	~~Area (SF)~~	~~Bed/Unit~~
~~(B4)~~	~~1~~	~~24~~	~~24~~	~~11,~~	~~1.0~~
~~(B5)~~	~~44~~	~~44~~	~~44~~	~~22,~~	~~1.0~~
~~TOTAL~~	~~45~~	~~68~~	~~68~~		~~1.0~~

~~TOTAL – Building & Unit Count (Phases I and II)~~

Type	Bldg. Qty.	Beds	Units	Area (SF)	Bed/Unit
Transitional Housing **(B1)**	1	61	16	23,349	3.8
Permanent Supportive Housing **(B2)**	1	116	116	60,969	1.0
Permanent Supportive Housing **(B3)**	1	38	22	41,710	1.7
Transitional **(B4)**	1	24	24	11,850	1.0
Permanent Supportive Housing (Comfort Homes) **(B5)**	44	44	44	22,150	1.0
TOTAL	**48**	**283**	**222**	**160,028**	**1.1**

There will be ~~three~~ two primary types of housing programs within this project:

1. **Permanent Supportive Housing**

   ~~116 beds,~~ 116 studio-style~~-~~ units (with 116 beds in total) categorized as Permanent Supportive Housing will serve single veterans and families. Each of these units consists of a sleeping area, kitchenette and bathroom in an approximately 370 SF unit. These units are located in ~~the Permanent Supportive Housing Building (~~Building B2~~).~~

   ~~38 beds,~~ 22 one and two bedroom ~~-~~units (with 38 beds total) categorized as Permanent Supportive Housing will serve single veterans and families. Each of these units consist of 16 two-bedroom units (2 beds per room in a two room, approximately ~~734~~831 SF unit with private bathroom and a one room 374 SF unit with private bathroom) and 6 one-bedroom units (approximately 640 SF each).

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At project completion, Each of these units includes a private bathroom. These units ~~will be~~ are located ~~only~~ in ~~the Administration Building (~~Building B3~~).~~

~~44-beds, 44-units, or~~ individual "Comfort Homes" (with 44 beds total), categorized as Permanent Supportive Housing units are proposed on the Campus and will serve single veterans and families. These individual "Comfort Homes" will be approximately 500 SF, and include a bedroom, bathroom, kitchen and living area. At this time, construction methods, either modular or stick built, depending upon cost and timing, is being considered. In addition, the architectural style and building color/materials will be compatible with the other Campus buildings. Primary access to these Comfort Homes (Building B5) will be off 4th Street, with additional access from 6th Street.

2. Transitional Housing

24 studio-style units (with 24 beds total) categorized as Transitional Housing will serve single veterans and families. Each of these units will be studio apartments (approximately 375 SF each). The Building will also have administrative offices, computer room, laundry facility and community space. This building will be similar to Building 1, in terms of architecture and operations. These units are located in Building B4.

~~61-beds, 16~~ one and two bedroom-units (with 61 bedes total) categorized as Transitional Housing will serve single veterans and families. Each of these units will consist of 15 two-bedroom units (approximately ~~710~~885710 SF each) and 1 one -bedroom unit (approximately ~~560~~609560 SF). Each of these units includes one bathroom, galley kitchen and living area. ~~The two bedroom unit is 885 SF and the one bedroom unit is 609 SF.~~ These units are located in ~~the Family Building (~~Building B1~~).~~

~~24 beds, 24 units categorized as Transitional Housing will serve single veterans and families. Each of these units will be studio apartments (approximately 375 SF each). The Building will also have administrative offices, computer room, laundry facility and community space. This building will be similar to Building 1, in terms of architecture and operations. The Transitional Housing Building SF is approximately 11,850 SF. Access to this Building (Building B4) will be off of 6th Street, but mainly from 4th Street.~~

The program housing will be supported by facilities housing operational staff, administration staff, property management personnel as well as career counselors and case workers. ~~. It is envisioned that the dining room, kitchen and multi-purpose room will be situated in a standalone 1-1/2 story building (Multi-purpose Building).~~ The remaining support functions will be located on the first floor of ~~a~~the 3-story B~~b~~uilding 3

(Administration Building) which will house the VIP program units. These two buildings will be constructed in the second phase. Additional offices as well as a dining and kitchen area will be provided in the Efficiency Building in the first phase of construction. No commercial or retail uses are permitted within this development.

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Section 2.3 Infrastructure

Development of the Specific Plan will require the extension of existing infrastructure and services, and construction of new infrastructure, including:

 Street Improvements. The public roadways (N Street, 4th Street, and 6th Street) will be improved during the development of the Specific Plan. The private road infrastructure within the Specific Plan will be designed to achieve efficient and safe access to and from individual buildings as detailed site planning for the Specific Plan occurs.

 Water Distribution Facility Improvements. All existing pipeline within the Specific Plan will be replaced.

 Sewer Collection Facility Improvements. The Project site is adequately serviced through an existing 10 inch sewer pipeline that currently bisects the Project site.

 Storm Drain Improvements. The Specific Plan design will use a series of best management practices to reduce storm flows and minimize impacts to downstream drainage areas.

 Utilities. A backbone electrical conduit system will be installed in the right-of-way of what is now 5th St. A gas main and meters will be installed to serve each building in the Specific Plan area.

 Other Public Services such as Police and Fire. The Riverside County Sheriff's Department will continue to provide police services to the Specific Plan area. The Riverside County Fire Department will continue to provide Fire Marshall Services to the Specific Plan area.

Section 2.4 Open Space Facilities

An important consideration for the quality of a campus setting is the quality of its open space areas. The Specific Plan supports the ninth goal of the March Joint Powers Authority (MJPA General Plan, 1999, Page 5-14) General Plan Resource Management Element, which states that development should,

"Create a network of open space areas and linkages throughout the planning area that serves to preserve natural resources, protect health and safety, contributes to the character of the community, provide active and passive recreational use, as well as visual and physical relief from urban development."

The Specific Plan will provide open space throughout the development with courtyards, parkways and a tot lot that are incorporated into building layout and campus design. Where provided, open space is intended for use by residents, staff, program participants, and authorized guests; open space is not intended to be publicly-

accessible. The campus design for this Project is to be a welcoming, easy-to-navigate community dedicated to service delivery, education, and job training. It is the intent of this Specific Plan to provide the land use, infrastructure, design plans, regulations, and guidelines needed to facilitate development of an integrated ~~ transitional housing~~ campus setting for recovering/homeless U.S. veterans.

The Specific Plan guides the design, building, and operation of the U.S. Vets Initiative to enable environmental and social responsibility, and a healthy and prosperous environment that improves quality of life. The Specific Plan provides text and exhibits describing the proposed campus, including:

- Defining the uses, amenities, and pattern of development that will be provided to create an integrated transitional housing campus.

- Providing for the convenient and safe movement of private and transit vehicles, pedestrians, and bicycles within the campus.

- Establishing design guidelines to ensure high quality design of buildings, landscaping, lighting, site grading, and other campus features, including site design guidelines to guide the development of individual uses in a manner that yields an integrated campus setting.

- Providing plans for the provision of water, sewer, drainage, and utility infrastructure, as well as the public services and facilities needed to support development of the campus.

- Providing detailed development regulations for the community.

- Defining implementation programs for the development of the Specific Plan area.

The Specific Plan, when adopted, will serve as:

(1) a tool for the March JPA to implement the provisions of its General Plan as it applies to the site, and

(2) the zoning for the campus. The Specific Plan's development, performance, and design standards will govern future development of the Project and will ensure consistent and context-sensitive land use, landscape design, and architectural treatments, and will provide for logical development phasing and adequate and efficient provision of needed public services and facilities.

Section 2.5 Specific Plan Location

The approximately 7.8-acre Specific Plan area is situated east of Interstate 215 (I-215), southerly of the March LifeCare Campus Specific Plan. The site is adjacent to the City of Moreno Valley to the south, and is bounded by "N" Street to the north, 4th Street to

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the west, City of Moreno Valley to the south, and 6th Street to the east. A legal description of the Specific Plan Boundary is included in Appendix A.

Major regional freeways provide convenient access to the Specific Plan area. Cactus Avenue provides direct access to I-215, located approximately 1.7 miles west of the Specific Plan site. State Route 60 (SR-60) is located approximately 2.2 miles north of the Specific Plan site, and can be directly accessed from Heacock Avenue and Cactus Avenue. Figure 1-1 shows the regional location of the Specific Plan.

Section 2.6 Existing Setting

2.6.1 Existing General Plan and Zoning

The current General Plan designation for the Project site is SP-7 ~~(Medical Campus)~~, which the Project will amend the General Plan designation for the Project site to SP-6. The Project designation of SP-6 is consistent with and complimentary to existing and future surrounding land uses. Surrounding land uses include the March LifeCare Campus Specific Plan to the north. Park, recreation, and open space land uses in the City of Moreno Valley border the Specific Plan to the west and south. The Project site is zoned Specific Plan (SP) and the proposed Project will maintain the same zoning of SP. A Zoning Consistency Chart is included in Appendix B. A General Plan Consistency Statement is included in Appendix C.

2.6.2 Existing Land Uses

The proposed 7.75 acre site is currently occupied by an abandoned restaurant and an abandoned military housing building. The site is bounded by existing City of Moreno Valley Park Facilities to the south including two buildings, abandoned tennis courts to the west, an active commissary to the northwest, abandoned military structures to the north and an existing structure that is proposed for a future homeless shelter to the east. The site is within Zone D (un-mapped area) of the FEMA Flood Insurance Rate Map 06065C0765G, dated August 28, 2008 and within the RCFCD Perris Valley Area Drainage Plan. The site consists of three existing parcels (B-942a, B-942b and K-5D B940) divided by the existing 5th Street right of way. The Project proposes to vacate the 5th Street right of way, and dedicate easements through the site for any utilities that remain in the 5th street alignment.

Sanitary Sewer and Domestic Water facilities are provided by Western Municipal Water District. A military base exchange and a vacant warehouse building are located directly north of the Specific Plan area, and a military commissary facility is located directly northeasterly of the Project. Former Marine dormitories are located east of the Project site; these dormitories will be used for the relocation of the Homeless Path of Life Program that is currently located near the intersection of Meyer Drive and Riverside Drive.

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The Specific Plan rehabilitates a former developed portion of March Air Force Base in an urban area with existing infrastructure. This effective reuse helps reduce pressure on surrounding undeveloped land and water resources, and improves current storm water management with upgrades.

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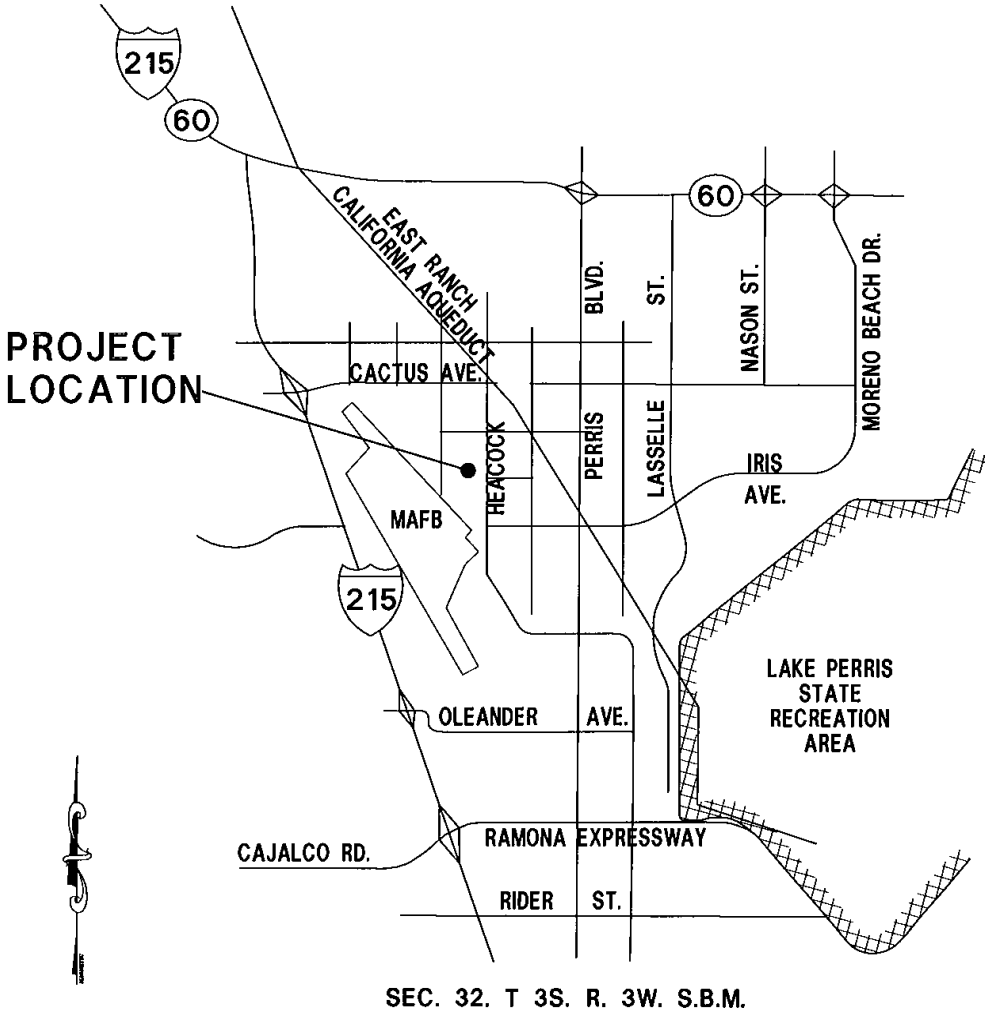
Figure 1-1 Regional and Vicinity Map



Section 2.7 Existing Infrastructure and Services

2.7.1 Existing Circulation

The Specific Plan is currently accessed from Riverside Drive, Meyer Drive, N Street, and 6th Street. Riverside Drive is a four-to-six lane roadway which generally runs in a north to south direction. Meyer Drive is a two-to-four lane roadway that runs in a east to west direction. N Street borders the Specific Plan area to the north and is currently a two lane roadway running in an east to west direction. 6th Street borders the eastern edge of the Specific Plan area and is currently a two lane roadway which generally runs in a north to south direction.

The Specific Plan area is currently served by the Riverside Transit Agency (RTA), which operates bus service throughout Riverside County. The area is served by the following route:

- Route 11 - Alessandro & Frederick to the Former March Air Force Base, runs to/from the Former March Air Force Base Main Gate at Ellsworth Street through the March JPA with a single stop at Meyer Drive at 6th Street, runs to the Moreno Valley Mall. RTA also provides Dial-A-Ride service for seniors and the disabled. This is an advanced reservation curb-to-curb service for those who live within 0.5 miles of a fixed bus route. All local roadways providing access to the Specific Plan currently have sidewalks along frontage where development has occurred. The Route connects to the City of Riverside Downtown Terminal, where transfers can be made to other Riverside bus routes, as well as to Omnitrans, which provides service to the 4th Street Transit Mall in San Bernardino. A stop at the Marketplace Station provides transfers to Metrolink and Amtrak service.

The Project will install a new bus route, with furniture and signs for bus users, between 4th and 6th Streets at N Street. A final location will be determined by RTA at final project design.

2.7.2 Existing Water Distribution Facilities

The Specific Plan and the March JPA planning area are within the boundaries of Western Municipal Water District (WMWD). In the March JPA planning area there are approximately 60 miles of water line varying between 2 to 16 inches in diameter. The WMWD supplies potable water through an existing 14 inch diameter pipeline under I-215 to supply their entire service area east of the interstate.

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2.7.3 Existing Sewer Facilities

The Specific Plan is within the WMWD service area for sewer. A 15 inch gravity line currently serves as the major conduit for the Specific Plan area. The gravity line is located in 6th Street. Additionally, there is an existing 10 inch line in 5th Street that provides the capacity for service to the Specific Plan area.

2.7.4 Existing Reclaimed Water Facilities

The Specific Plan area is not currently supplied with reclaimed water; however, irrigation lines will be ~~plummed~~plumbed for reclaimed water in anticipation of future facilities planned within WMWD's water master plans for the region.

2.7.5 Existing Storm Drain Facilities

There are currently no existing underground storm drain facilities within the vicinity of the Project site. The existing surface sheet flows drain from the north to the south and are collected by the existing concrete trapezoidal channel just south of Z Street on Air force Base property. Z Street then flows into Heacock Channel, an existing unimproved earthen channel that conveys storm water generated from the Sunnymead Watershed.

The Heacock Channel runs north to south along the west side of Heacock Street and accepts flows from Sunnymead Channel and Cactus Channel. The Heacock Channel is undersized, not regularly maintained and vegetated with eroded banks; its conveyance capacity is inadequate. Under current conditions, storm flows overtop the banks and sheet flow into Heacock Street and in some conditions, areas surrounding the Project site.

In September 2006, the Riverside County Flood Control and Water Conservation District (RCFCWCD) prepared hydrology and hydraulic reports to address the flooding impacts from the Heacock channel within the March Air Reserve Base. These studies as well as a site specific hydrology study were used to establish the hydrology and depth of flooding for pre-design of the drainage for the Specific Plan.

With respect to flooding, the results of the hydraulic models prepared by the RCFCWCD for the study area confirmed that Heacock channel have minimal capacity and flows overtop both channels and inundate much of area around the site. Depth of flooding for the 100-year storm event varies between 0.1 inches and 1.5 feet for most of the Specific Plan area. Some areas along and including the existing channels are flooded up to 2.5 feet and above.

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2.7.6 Existing Utilities

Underground and overhead electric systems currently exist within the site boundaries. Southern California Edison Company currently has a 12 kilovolt (kV) overhead circuit along the east side of 5th Street that transitions to underground just south of N street. Underground electric extensions from the overhead line supply electricity to two pad mounted transformers that connect to the vacant dormitory.

The Southern California Gas Company currently has an underground gas main line along the south side of N Street that turns south and runs along the east side of 5th Street through the site. Two gas service lines extend from this main line to serve two meters on the existing buildings. Existing gas lines do not have capacity and a new gas main line will be required in 6th Street to a point of connection on Meyer west of Heacock.

Existing overhead telephone lines currently extend from the south along the east side of 5th Street and stop approximately 150 feet south of N street. Existing overhead Time Warner Cable lines run along the south side of N street and then turn south along the west side of 5th Street for approximately 300 feet. The overhead lines then cross over to the east side of 5th Street and continue south through the site. Existing phone lines do not meet requirements and a new phone main line will be required in 6th Street to a point of connection on Meyer east of 6th Street.

2.7.7 Existing Solid Waste Services

Solid waste generated by uses within the vicinity of the Specific Plan area, including the existing U.S. Vets facility, is currently disposed of through contracts with the County of Riverside Waste Management.

2.7.8 Other Public Services

Law enforcement services in the March JPA planning area fall under the Riverside County Sheriff's Department. Sheriff substations are located within the cities of Moreno Valley, Riverside, and Perris.

Fire Marshall Services to the Project site fall under the jurisdiction of the Riverside County Fire Department via the Moreno Valley Fire Department. Additionally, in the event of emergencies, fire protection services are also provided through a mutual aid agreement between local cities, the County of Riverside and the March Air Reserve Base Fire Departments.

The Riverside County Free Library, the City of Moreno Valley, and the Public Library of the City of Riverside provide library services to the March JPA planning area.

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Chapter 3.0 Campus Vision

Section 3.1 Overview

The Specific Plan will provide services to U.S. veterans in southwestern Riverside County, an area that is currently underserved by veteran services.

The Specific Plan is intended to consist of up to ~~three~~ two main types of ~~transitional~~ housing including Transitional Housing and Permanent Supportive Housing; ~~a drug and alcohol rehabilitation center; classrooms; a cafeteria;~~ a multipurpose room and recreation facilities. The Specific Plan will provide institutional residential settings for veterans as well as families who either ~~can not~~cannot or choose not to live in traditional housing due to the need for special services.

The Specific Plan will provide a campus setting that focuses on a pedestrian oriented design. Parking associated with the project will be provided with interior on-site parking spaces along the private streets, as well as off-site parking spaces along the public perimeter streets that are solely intended for residents' use. The off-campus parking design supports a more dense and walkable environment with greater open space opportunities.

Section 3.2 Guiding Principles

The following principles comprise the foundation upon which the Specific Plan is built. These principles address physical, economic, and environmental objectives, and frame a long-range vision for the campus.

The Project will provide for and support reuse of the former March Air Force Base consistent with the vision and intent of the March Air Force Base Master Reuse Plan and the March Air Force Base Redevelopment Plan. A key goal of the U.S. Vets Project is to provide for the reuse of lands within the former March Air Force Base that have been declared surplus and returned to civilian use. In addition to providing counseling and transitional housing services, the Specific Plan is designed to recapture economic development opportunities that were lost when base realignment occurred, by attracting quality programs and providing a substantial employment support base that will also strengthen economic opportunities for surrounding communities.

Achieve a campus atmosphere, which is defined by the following attributes:

- Abundant open space;
- Easily walkable with ample connectivity between all on-campus buildings;
- Conveniently placed campus amenities foster collegiality;

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- Provide for the full range of service delivery and education for veterans of any age group as well as their families, if needed;

- The layout of uses within the campus shall provide for critical adjacencies by providing for convenient and easy movement between the various facilities a veteran might need to use within the course of a day;

- Architectural, site, and landscape design shall recognize the stressful conditions often present for veterans, staff, and visitors, and provide tranquil places of quiet and solitude, as well as places where children can play while visiting family members;

- Signage shall provide adequate direction so that navigation within the campus is made simple, even for first time visitors;

- Implement sustainable design. The U.S. Vets Transitional Housing Campus will provide not only ~~counseling and~~ transitional housing, but will contribute to a healthy environment by implementing sustainable programs in relation to building, landscape, and lighting design; water and energy conservation; re-use of materials; solid waste management; and air quality management. Sustainable design standards are included in the Specific Plan to direct the way buildings and the campus will be designed to engage environmental and social responsibilities, and create a healthy campus environment;

- Take advantage of access provided by available regional and local roadway systems. The Specific Plan is located in an area of the former March Air Reserve Base that provides ready access to the local and regional roadway network. Siting of the Specific Plan in this manner will facilitate access, reduce vehicle miles traveled within the region, and promote full use of facilities and services available under the Specific Plan;

- Internal circulation elements shall provide for safe and efficient movement for vehicles, pedestrians, and bicycles. The design of the Campus shall provide a comprehensive vehicular and non-vehicular transportation network that will facilitate safe, convenient, and efficient access to, from, and within all portions of the campus. The appearance and experience of using the circulation system shall enhance the campus image. The campus shall be accessible by both private vehicles and public transit. Vehicular entrances to the campus shall be distinctive. Pedestrian circulation areas within and around the campus shall be as easily navigable as vehicular circulation areas;

- Provide efficient emergency access. Access to emergency facilities shall be easily identifiable and navigable, designed for clarity of access and efficient movement;

- Provide adequate infrastructure to support planned activities;

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- Protect public health and safety and ensure resident comfort and security. The location and design of buildings within the campus will protect the continued joint use of aviation facilities on the March Air Reserve Base, as well as ongoing operations at the Defense Media Center and neighboring Base Exchange and Commissary. In addition, necessary design measures to facilitate fire and police protection for uses within the campus and enhance the security of the campus for residents will be provided; and

- To ensure the provision of adequate infrastructure and parking, performance standards have been incorporated into the Specific Plan. The performance standards ensure that the development of infrastructure, streetscapes, pedestrian paths, and other amenities occur so that they are available for use by occupants of the campus buildings.

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CHAPTER 4. DEVELOPMENT PLAN

Section 4.1 Proposed Land Use

~~In order to develop an integrated, state-of-the art medical campus, the~~The Development Plan will accommodate the following land use on the campus:

- Institutional Residential

The Specific Plan provides for a broad range of complimentary care services for homeless U.S. veterans. A maximum of 285,000 square feet of building area will be permitted within the Specific Plan area.

Section 4.2 Institutional Residential

The Institutional Residential land use type is anticipated to accommodate residential care facilities and uses in a variety of footprints and densities. The residential care units will not be subdivided or sold as individual properties for residential uses; the entirety of the units will be under the ownership of the U.S. Veterans Initiative.

It is anticipated that the Institutional Residential land use type would accommodate the full range of residential care facilities, from licensed care facilities for recovering alcohol or drug users to independent living facilities for veterans that have graduated out of the first phase of their program and beginning to transition successfully into the workforce. Certain aspects of the Program are subject to state licensing requirements under the California Health and Safety Code, and the U.S. Vets Initiative is required to maintain all licensing requirements throughout the life of the Project.

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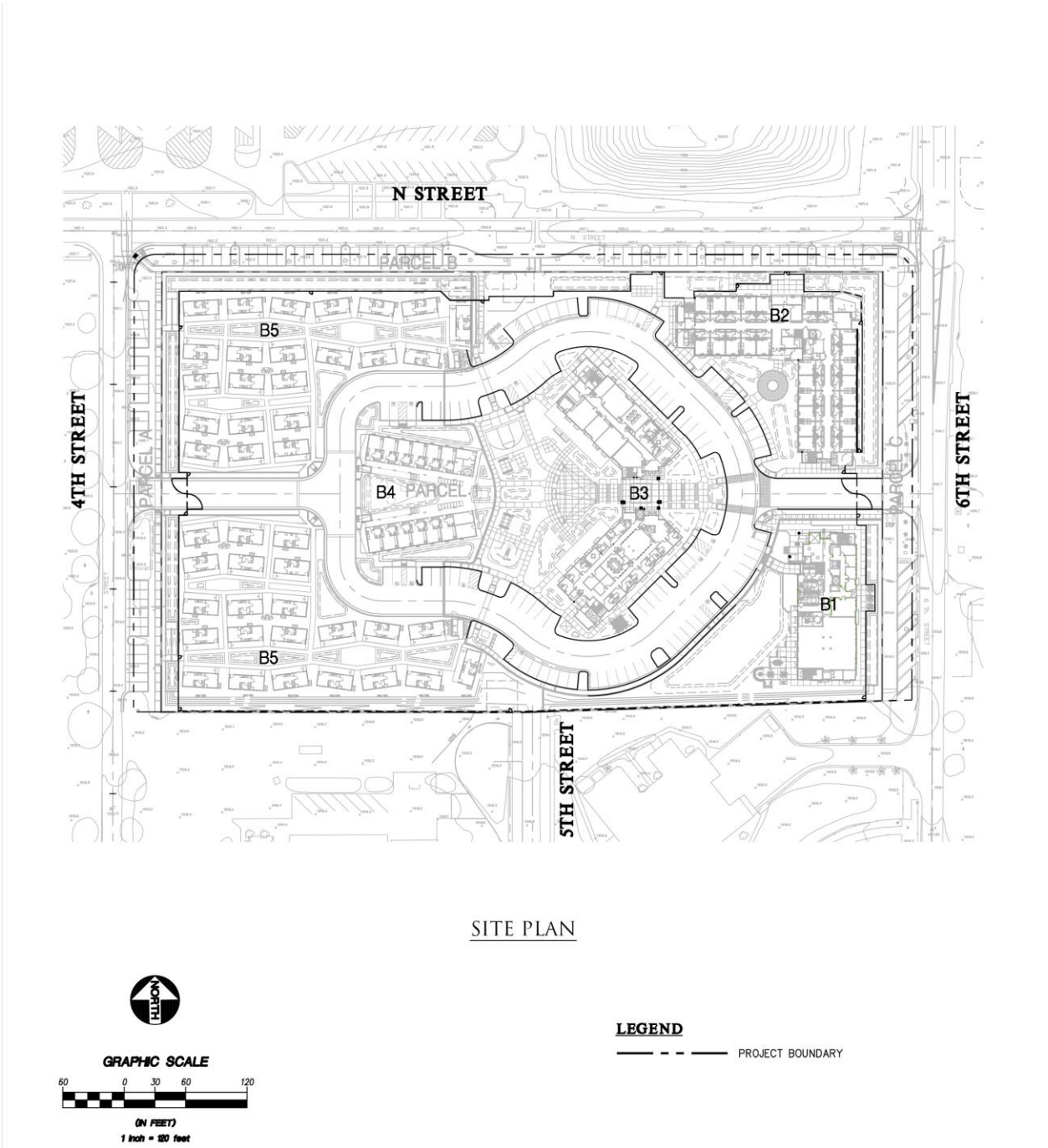
Figure 4-1 Site Plan



Section 4.3 Development Plan

The facility will be constructed to provide a linkage of open space, as conceptually shown in Figure 4-1. The use areas will be located in approximately this order, from the outside edges of the campus to the center:

- Parking
- Landscaped edge
- Buildings
- Landscaping
- Pedestrian circulation
- Street Parking
- Pedestrian circulation
- Campus Center and Open Space

Development of buildings adjacent to arterial streets shall incorporate setbacks and landscaped or architectural barriers to reduce received vehicular-source noise.

The building types for the ~~transitional~~ veterans housing facility are described with each of their intended uses below.

B1 – ~~Family Housing Building~~Transitional Housing
~~Three~~ Transitional Housing, ~~family housing buildings~~ will be provided at the Project site. This ~~Family~~ housing will allow a veteran to live with family while going through the transitional program. This component is important to the program as parenting and family relations are part of the curriculum offered by US Vets.

Each building will provide amenities for occupants such as elevators, laundry facilities, mail rooms, kitchenettes, offices for staff or resident advisors. To promote a sense a community within these facilities resident lounges will be provided.~~.~~

B2 – ~~Efficiency Housing Building~~Permanent Supportive Housing
~~Three efficiency housing buildings will be provided at the Project site.~~ This Permanent Supportive Housing ~~Efficiency housing~~ is intended for singles or seniors that are in the later phases of the transitional program. These ~~are~~ individuals are gaining life and job skills and preparing for transition into the community. As with B1 ~~Family Housing~~Transitional Housing, each building will provide amenities for occupants such as elevators, laundry facilities, mail rooms, kitchenettes, offices for staff or resident advisors. To promote a sense a community within these facilities resident lounges will be provided.

B3 – Permanent Supportive Housing~~Support Services / VIP Building~~
This Permanent Supportive Housing~~The VIP building~~ will be V shaped in order to pay homage to the stealth fighter. This building will serve as the administration facility with

offices for staff, a reception area, conference and classrooms, storage rooms, and a large career training center. The ~~VIP~~ building will also house a fitness center and game room that can be used by residents.

B4 - Transitional Housing Building
This building will consist of 24-studio apartment units. The Building will also have administrative offices, computer room, laundry facility and community space. This building will be similar to Building 1, in terms of architecture and operations. Primary access to this will be off 4th Street, with additional access from 6th Street.

B5 – Permanent Supportive Housing "Comfort Homes"
Forty-four (44)-permanent supportive housing units. These individual "Comfort Homes", include a bedroom, bathroom, kitchen and living area. The architectural style and building color/materials will be compatible with the other Campus buildings. Primary access to this will be off 4th Street, with additional access from 6th Street.

~~The wings of the building will frame an outdoor amphitheater. The proposed building will mixed use in nature because the 2nd and 3rd floors are residential.~~

~~VIP stands for Veterans In Progress. VIP is the first step in the transitional program offered by US Vets. VIPs need the most counsel and staff support so living immediately above the administration facility is ideal. Individuals in this program live in dormitory style units. The wings of the building are designed to be somewhat separated from the other wing on the same floor, giving staff the ability to effectively and comfortably accommodate men and women VIPs on the same floor.~~

~~*B4 – Dining Room / Multi-Purpose Building*~~
~~The dining hall will be designed with a kitchen to prepare meals for the 400 bed facility plus staff and residents. The building will contain a 2,300 SF multi-purpose room that can be separated from the dining area via an accordion door. The multi-purpose room may be used for large gatherings and training opportunities.~~

Section 4.4 Sustainable Development Strategy

The Specific Plan incorporates standards from the Leadership in Energy and Environmental Design (LEED) campus criteria. The LEED rating system can be applied for new construction projects in a campus or multi-building setting where the buildings share amenities and common design features. The LEED rating system establishes performance goals in five environmental categories: Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, and Indoor Environmental Quality. Additionally, a sixth category, Innovation & Design Process, addresses those environmental issues not included in the other categories. The majority of campus-specific opportunities to meet LEED standards arise in the Sustainable Sites, Water Efficiency, and Energy & Atmosphere categories. The Specific Plan includes sustainable practices that shall be incorporated into the overall campus development.

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Initial Site Development within the Specific Plan Area will utilize incorporated site development standards consistent with the LEED Campus Design Criteria as identified in Appendix F of this Specific Plan.

These development standards and practices are generally applicable to the horizontal development phase of the Specific Plan site. Site preparation and development of infrastructure for the majority of the Specific Plan Area will be undertaken by a master developer. Subsequent vertical construction will be undertaken by purchasers of individual parcels. By requiring horizontal construction to be consistent with certain LEED Campus Design Criteria, as well as compliance with certain LEED Credit Prerequisites, individual developers can take credit for site development activities, which will assist individual developers meeting LEED criteria with subsequent developments. A complete checklist (Appendix F) is provided to guide future development seeking LEED certification.

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Section 4.5 Circulation

The Specific Plan circulation infrastructure will be designed to support efficient and safe vehicular and non-vehicular access to and from individual uses throughout the Specific Plan Area. The campus will contain features to facilitate alternative modes of transportation and handle parking capacity to reduce pollution and land development impacts of single occupancy vehicle use, including pedestrian pathways and linkages.

4.5.1 Entrances and Access

It is anticipated that the Specific Plan area will be connected to the existing circulation system through two major points of access (see Figure 4-2). The first will be located at 6th Street and the second will be located at 4th Street. Riverside Drive ultimately connects vehicular traffic from the Project site to Cactus Avenue while Meyer Drive connects traffic to Heacock Boulevard.

4.5.2 Roadway Proposed Improvements

At the buildout of the U.S. Vets Transitional Housing Program, the public roadways serving the Specific Plan area (4th, N and 6th Streets) will be improved by the developer for the project's half width requirements. 4th and 6th streets will be connected to a private internal circulation system with project entrances that will provide access to individual buildings and to parking within the campus.

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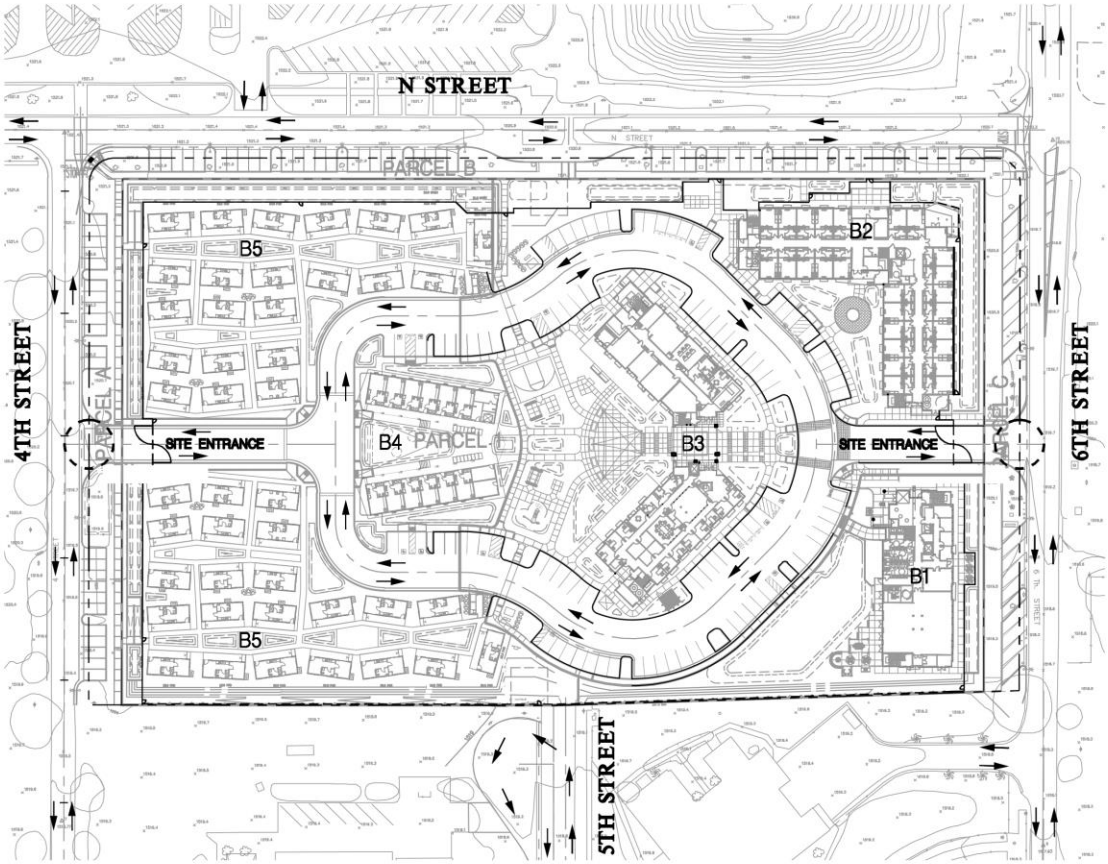
Figure 4 – 2 Circulation



CIRCULATION PLAN

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

DIRECTION OF TRAFFIC

PROJECT ENTRY

4.5.3 Truck Routes

Truck routes within the Specific Plan area will be planned so as to limit the intrusion of trucks and associated vehicular noise within hospital grounds and institutional residential areas. Proposed truck routes will be identified as early as practicable and delineated on affected circulation plans.

4.5.4 Parking

Parking areas will be designed to provide adequate parking for users within the Specific Plan area. On-street parking will allow for a pedestrian oriented design within the campus. Street improvements along 4th Street, N Street and 6th Street will include the installation of on-street parking spaces for the Project, within the first phase of development. Because on-street parking would be within public right-of-ways the developer will establish a maintenance agreement with the MJPA for the designation and maintenance of parking spaces.

The parking concept supports limiting the amount of parking on-campus and providing a shared parking approach for all campus buildings. The campus design promotes preferential car and van pooling parking opportunities. Furthermore, the campus supports the use of pedestrian and bike facilities to access individual buildings on campus. The Project will assign a minimum of five percent of the total parking as preferred car and van pool spaces.

Lastly, the parking design has planned flexibility to allow opportunities that will reduce heat island effects. The parking design also allows for extensive shading of surface parking and plans for the efficient transition to space saving and shaded structured parking solutions. Specific parking spaces will be designated for expectant mothers, motorcycles, carpool vehicles, and ADA parking.

4.5.5 Transit

The Specific Plan area is ~~will be~~ located within 1/4 mile of at least one stop for public transit lines.

The following transit-related improvement will be provided, subject to approval by Riverside Transit Agency.

- Bus stop along N Street, including turn-outs, kiosks, and benches.

4.5.6 Non-Vehicular Circulation

The Specific Plan area is designed to encourage walking and biking. The parking program promotes walking and biking in the campus and is supported by the following features.

- A system of pedestrian linkages for residents, staff, program participants, and authorized guests which will provide convenient connections between buildings and parking while minimizing conflict with on-site vehicular circulation;

- Dedicated van/car pool spaces in locations convenient to main entrances to activity centers;

- Central information kiosks with maps showing locations of buildings, parking areas, bus routes and stops, pedestrian linkages, bikeways, and trails; and

- Requiring securable bicycle lockers and/or racks

All site plans submitted for development in the Specific Plan area will be required to contain a pedestrian path for residents, staff, program participants, and authorized guests -that extends across the parcel from edge to edge. The site plan will also have to identify the location at the edge of all adjacent parcels where the pedestrian linkage will continue into the adjacent parcel, and must follow the locations identified in the Plot Plan. Figure 4-3 is a schematic layout of the transit and non-vehicular circulation features.

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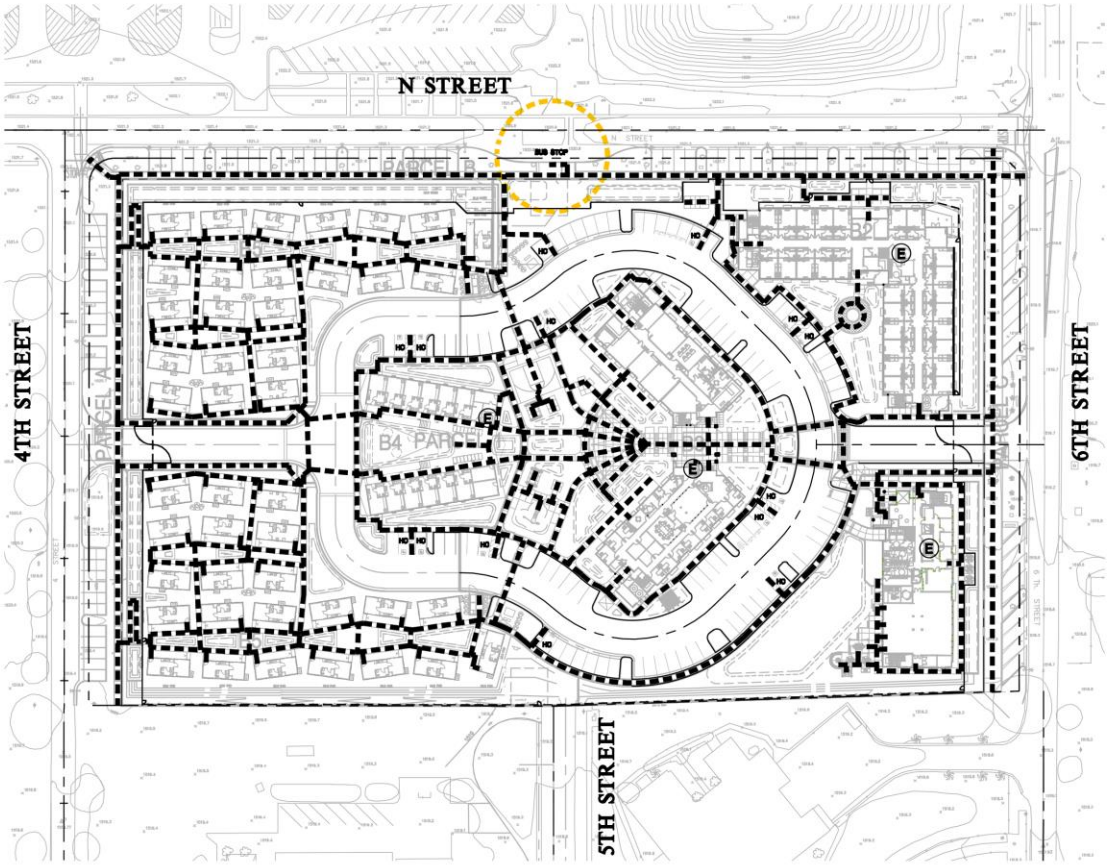
Figure 4-3 Proposed Transit and Non-Vehicular Circulation



Section 4.6 Water Distribution Facilities

Based on the Infrastructure Report prepared by Albert A. Webb Associates May 2008 for the Northeast Corner of the March JPA Planning area, existing water pipelines on and around the U.S. Vets Project site are not large enough to handle the required flows for the proposed development. All existing pipeline within the Specific Plan must be replaced. The proposed water facilities are shown on the Water Facilities Layout Map.

The water distribution for the U.S. Vets' system has been designed to tie to the existing 14 inch water line in Meyer Drive at 6th Street, and it will consist of a 12 inch transmission pipeline from that point of connection to the perimeter of and around the project site. The 12-inch backbone lines in 6th Street and N Street are included in the March LifeCare Campus Specific Plan (SP-7) as proposed facilities and the proposed locations are consistent between each specific plan. The proposed 12 inch water line in N Street and 6th Street will be installed by the MLCSP. Additionally, the U.S. Vets' system will support water-efficient landscaping and the potable water demand on the Project site.

Specific line sizes will be determined in the final design stage of individual site plan development, subject to WMWD approval. Final pipeline design will confirm that facilities are sized to provide the maximum daily flow plus the required fire flows (to be determined by the Fire Marshall and noted below).

The future installation of the backbone facilities will be in N and 6th Street. The existing domestic water system consists of a 6" mainline in 4th~~,~~ and 6th Street (south of N Street), 12-inch main in N Street and 6th Street (north of N Street); and a 10-inch main line in 5th Street. Existing fire hydrants exist on all streets. Proposed new water lines include ~~a 12-inch line in N Street from 4th to 6th Street,~~ a 12-inch line in 4th Street from N Street to the southern boundary of the Project site, and a 12-inch line in 6th Street from N Street to the southern boundary of the project site. The project will take domestic water service from the proposed 12-inch line in 6th Street with a meter manifold system that allows for the installation of individual 2" meters and backflows to meet the demand as the project buildings are constructed and occupied. A private 6" water line within the site after the meter manifold will provide private domestic service to all the buildings on the property. The on-site fire hydrants and building sprinkler systems will be served by a private 12-inch fire line that loops through the project site and connects to the existing / proposed domestic water line within 4th Street, 5th Street, 6th Street and N Street at four points of connection with a 12" Double Detector Check Assembly (DDC) at each point of connection. ~~a 12-inch line from 4th Street to 6th Street that is located within the interior private street system of the project site.~~ 5th Street contains an existing 10-inch main line and this existing pipe will be replaced within the site by the proposed interior project water and fire lines as noted above, and it will join the proposed 12-inch lines at N Street and reconnect to the existing 10-inch line south of the Project site boundary. There are currently no reclaimed water facilities that service this site, so the landscape irrigation system will temporarily be on domestic as well. The Project will comply with CalGreen standards for water efficiency and will meet certain criteria under LEED.

Additionally, 100 percent of landscaping for the campus will be drought tolerant. As such, the Project will be designed to lower water demand.

The on-site water system will consist of an interior ~~looped~~ private 6-inch domestic water service and a looped 12" fire line / ~~and a separate~~ fire prevention system that is connected to the domestic mainline. ~~This system within the project~~The public portion of the system will consist of pipeline, water meters, backflow devices, double detector check valves, gate valves, and fire hydrants ~~and fire department connections~~. The private on-site portions of the system will consist of pipeline, fire hydrants, valves, post indicator valves, fire department connections, building fire riser connections and building domestic service connections as required to properly service this project. Pumps for the fire sprinkler system would be required if adequate flows and pressure are not available. Proper fire flows for the Project will be provided prior to the issuance of any building permit.

The development is dependent on a pressure reducing station interconnect between Western Municipal Water District (WMWD) and Eastern Municipal Water District (EMWD) at a location near Cactus. This in conjunction with the proposed upgraded mainlines in the public streets are required to provide adequate pressure and flow to meet the demands of the proposed project. Proposed development for the project beyond the available re-distribution of the existing water meters will require that the interconnect and PRV be completed and will be related to the phasing of the proposed development.

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Section 4.7 Sewer Facilities

The existing sanitary sewer system consists of a 10 inch mainline gravity sewer that flows north to south in 5th Street. Existing sewer manholes are located with the site area in the street right of way. The proposed sewer design for the project will connect on-site sewer flows to the existing 10 inch line in 5th Street with the installation of a new manhole on-site. This existing sewer line in N and 5th Street collects a large tributary area to the northwest of the site, and this line will remain active for those properties as well. The proposed on-site sewer system will consist of sewer mainline, manholes, service laterals and cleanouts as required to serve the demand of the proposed buildings. –The system is proposed to be a gravity sewer system.

Section 4.8 Reclaimed Water Facilities

Reclaimed water, sometimes called recycled water, is former wastewater that has been treated to remove solids and certain impurities, and then is used to recharge an aquifer rather than being discharged to surface water. The Specific Plan area is not currently supplied with reclaimed water. To facilitate future use of reclaimed water, reclaimed water lines will be installed within the Specific Plan area. It is the intent of the Specific Plan that reclaimed water would be used throughout the Specific Plan area for irrigation once supplies become available. In addition, the Specific Plan requires water efficient landscaping as outlined in Section 5.8.1 by plant selection, irrigation efficiency, and use of captured rainwater. Irrigation systems will be installed to the existing domestic water system, but will be designed to accommodate a conversion to reclaimed if that becomes available in the future.

Section 4.9 Drainage

4.9.1 Proposed Drainage Improvements

The 7.75 acre Project site is within an overall 187 Acre tributary drainage area that extends from the Meyer Street Channel at the north to the Z Street at the south. The entire 187 acre drainage area consists of surface sheet flow drainage from the north to the south utilizing the existing streets for ultimate conveyance of the storm flows. All of this existing drainage is discharged by surface flows or small channel inlets to the existing concrete trapezoidal channel known as the Z Street channel, which runs along the entire length of the southern boundary of the drainage area. ~~This channel is on the March Air Force Base property, and it currently accepts all the drainage from this area and conveys it easterly for discharge into the existing Heacock Channel that runs along the eastern boundary of this drainage area.~~ There are currently no existing water quality treatment facilities or storm water detention facilities within this existing drainage system. ~~This existing condition is illustrated on the following "Existing Drainage" exhibit.~~ The privately maintained Z Street Channel can accept post developed storm water discharge under their current California Regional Water Quality Control Board Industrial Permit for the March Air Force Base.

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The general goal of the site grading and drainage is to reduce the storm flows to pre-developed discharge rates, improve the water quality, and minimize any impacts to the downstream drainage areas. The site design will use a series of best management practices that will assist in achieving this goal that include: partial infiltration, evapo-transpiration, natural bio-filtration, media filtration and detention systems; and all requirements from the California Regional Water Quality Board MS4 Construction Permit for the Project site will be satisfied.

The Project is designed to mitigate on-site storm water hydrology including storm water run-off through the use of surface or underground detention basins or systems. The Project is designed to accommodate the off-site drainage tributary area to the north of N Street that currently drains through the Project site with surface flows on 5th Street; but these off-site flows will remain as un-developed existing storm flows that are not required to be detained or treated for water quality as part of our site system. The Project Storm Water Management Plan shall prevent the post-development peak discharge rate and quantity from exceeding the pre-development peak discharge rate and quantity for the 1, 3, 6 and 24 hour storm events for the 2, 5 and 10 year storms; based on the fact that post-development discharges rates will exceed pre-development rates for the 100 year storm. The Project Storm Water Management Plan shall also reduce impervious cover, promote infiltration, and capture and treat the storm water runoff from 90 percent of the average annual rainfall using acceptable best management practices.

~~The proposed drainage concepts for the project were revised after the originally approved concept with the US Vets Specific Plan and Site Plan per the requirements of the City of Moreno Valley that restricted any surface or sub-surface flows from the developed project site through their property to the south of the site. Subsequently, the natural drainage patterns that flow from north to south can't be maintained for the site drainage, and the new proposed drainage concept must collect , treat and divert this site drainage to the north for ultimate discharge into the Heacock Channel. Both the original and proposed concepts result in final discharge into the Heacock Channel, but at different locations. Off-site flows that historically drain through the project site on 5th Street will continue historical drainage patterns for discharge to surface flows down 5th Street through the City property as it currently does today.~~

The proposed drainage concept removes the RCP storm drain and catch basins in N Street at 5th Street, which collect the offsite tributary drainage area from the north. The offsite tributary flows will be conveyed by six onsite 12" PVC storm drain lines running in parallel down the middle of the site (previously 5th Street), and outlet to 5th Street, maintaining existing drainage patterns. Onsite flows will be conveyed in a separate onsite storm drain system, and discharged into the existing Heacock Channel to the north of the site via a force main storm drain that pumps the site drainage in lieu of maintaining historical drainage patterns to the south per City restrictions on drainage through their property.

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Onsite storm flows will be collected and routed via onsite storm drains, from the northwest corner of the site to the southeast corner of the site, to a proposed underground CMP detention system, which is sized to detain the stormwater flows, to reduce post development flows to the predevelopment flowrates and quantity for the 2, 5, and 10 year storm events, and the noted durations below. Storm flows exiting the detention basin are pumped upstream by a proposed onsite pump, into a PVC force main running parallel to 6th Street, to the future location of the March Lifecare ultimate Water Quality Basin. The onsite stormwater pump will be designed, in conjunction with the onsite underground CMP detention system, for the post development 100 year storm flows. An interim vegetated will convey the pumped storm flows northeasterly and into the Meyer Channel, which ultimately outlets into the Heacock Channel.

Storm Events/Durations: Storm drain and hydrology design criteria and analysis are based on the County of Riverside Hydrology Manual. The storm events and durations analyzed include the 2, 5, 10, and 100 year storm event, and the 1, 3, 6, and 24 hour durations, for the pre-development and post development conditions.

Water Quality Treatment: Water quality treatment for onsite flows will follow the current 4th Term MS4 Permit, and per the March Joint Powers Authority, is not considered to be grandfathered under the previous 3rd Term MS4 permit. The proposed onsite BMPs will consist of LID Principles (ie. Self Treating Areas and Self Retaining Areas) and LID BMPs (ie. Bioretention Facilities – "Rain Gardens").

~~The proposed storm drain and hydrology design will maintain the existing drainage patterns; however, the proposed concept would divert flows away from the existing discharge locations into the "Z" Street channel with the new discharge location into the Heacock Channel. Based on the outlet location just north of the "Z" Street channel connection, impacts to the existing Heacock channel will be minimal and impacts to the "Z" Street channel will be reduced significantly. The proposed storm drain design consists of a 24 inch underground storm drain in N Street and 6th Street that will collect the off-site tributary drainage area from the north at catch basin inlets at the intersection of N Street and 5th Street. The project's proposed on-site storm drain system will collect, clean and detain our on-site drainage in a series of bio-filtration planters and underground media filtration units. The treated discharge from our site flows into an 18 inch storm drain line at the southeast corner of the property that will join the proposed 24 inch line from N and 6th Street. These combined flows will extend down 6th Street in an underground 30 inch storm drain pipe. The alignment of the proposed 30 inch line will extend easterly to 8th Street within the City of Moreno Valley park area, and then it will continue south down 8th Street where it will cross through MARB property for its ultimate connection to the existing Heacock Channel at its most downstream area close to where it joins the "Z" Street Channel. The 30 inch line will extend between the two existing Site 4 land fill zones within the current 8th Street right of way, it will then run parallel with the "Z" Street channel, it will be located horizontally to miss the existing landfill monitoring wells, and will outlet directly into the Heacock Channel at a 45 degree angle through the westerly side of the earthen/rip rap channel wall.~~

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On-site flows will be cleaned by a series of localized bio-filtration gardens or rain gardens throughout the site before being collected by the on-site area drain / storm drain system. The parking lot and private drive will consist of surface flows and concentrated gutter flows that will be collected by catch basins within the street system. The first flush from the combined on-site flows from the landscape areas and the parking lots will be collected and treated with the use of on-site biofiltration systems consisting of smaller localized rain gardens and a larger site biofiltration basin.The treated first flush and the bypassed storm flows will be collected and detained in an underground storm drain pipe detention system that will reduce the storm drain flows to pre-development discharge rates and quantities. These are the flows that will be pumped from the detention system via a force main storm drain line that extends from the site detention system pump to 6th Street, north on 6th Street to the intersection of 6th and N, and then to the existing property at the northeast corner of that intersection where the pumped storm flows are discharged into a proposed open concrete trapezoidal channel that will convey the storm flows northwesterly for discharge into the existing Meyer Channel which then joins the Heacock Channel. By moving the connection to the Heacock channel, the diverted flow impacts to the existing Heacock channel will be minimal (if any) and impacts to the "Z" Street channel will be reduced significantly.

4.9.2 Flood Protection

The proposed storm drain facilities and grading have been designed to provide adequate drainage and flood protection at the site prior to the full improvement of the Cactus and Heacock channels being completed by the Riverside County Flood Control and Water Conservation District and U.S. Army Corps of Engineers. The finished floor elevations of proposed buildings will be a minimum of one foot above the surrounding flood elevations.

The site flooding conditions are mostly due to significant off site runoff from large areas to the north and northwest, and the insufficient capacities of existing Cactus and Heacock Channels. The March Life Care Specific Plan notes that this area is within a potential Flood Zone where the depth of flooding for the 100 year storm varies between 0.1 inches and 1.5 feet for most of the area. In order to mitigate the off-site runoff and potential flooding, the site will be raised so that the finished floor elevations of the buildings are a minimum one foot above the 100-year floodplain elevation as well as required for the on-site gravity storm drain system to function. The Project will require import material to rough grade the site. The grading design for the project establishes a finished floor of one foot above the base flood elevations for proposed buildings, as provided by Riverside County Flood Control and Conservation District for the existing Cactus and Heacock Channels.

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Figure 4-4 Proposed Water Distribution Facilities

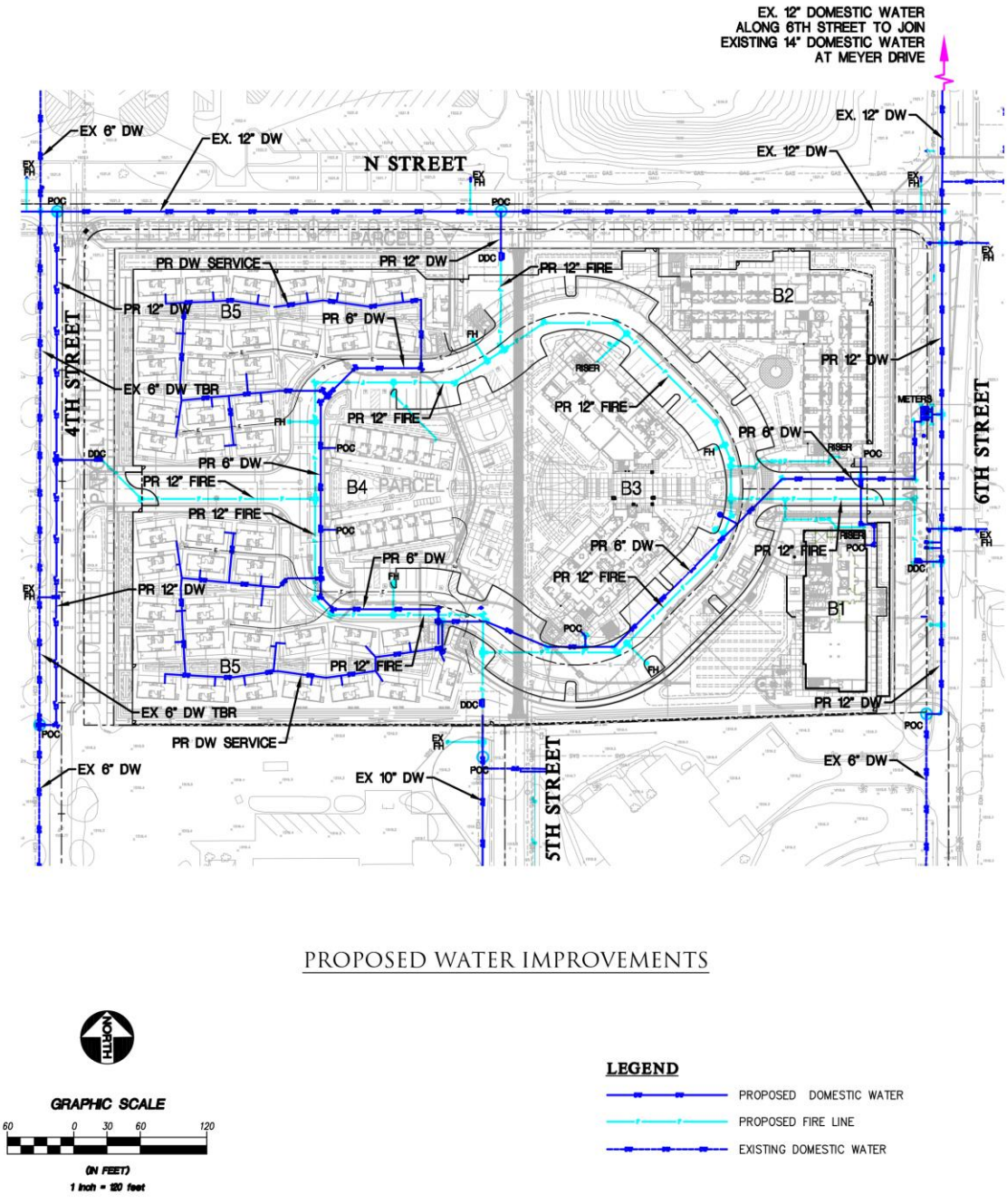


Figure 4-5 Proposed Sewer Facilities

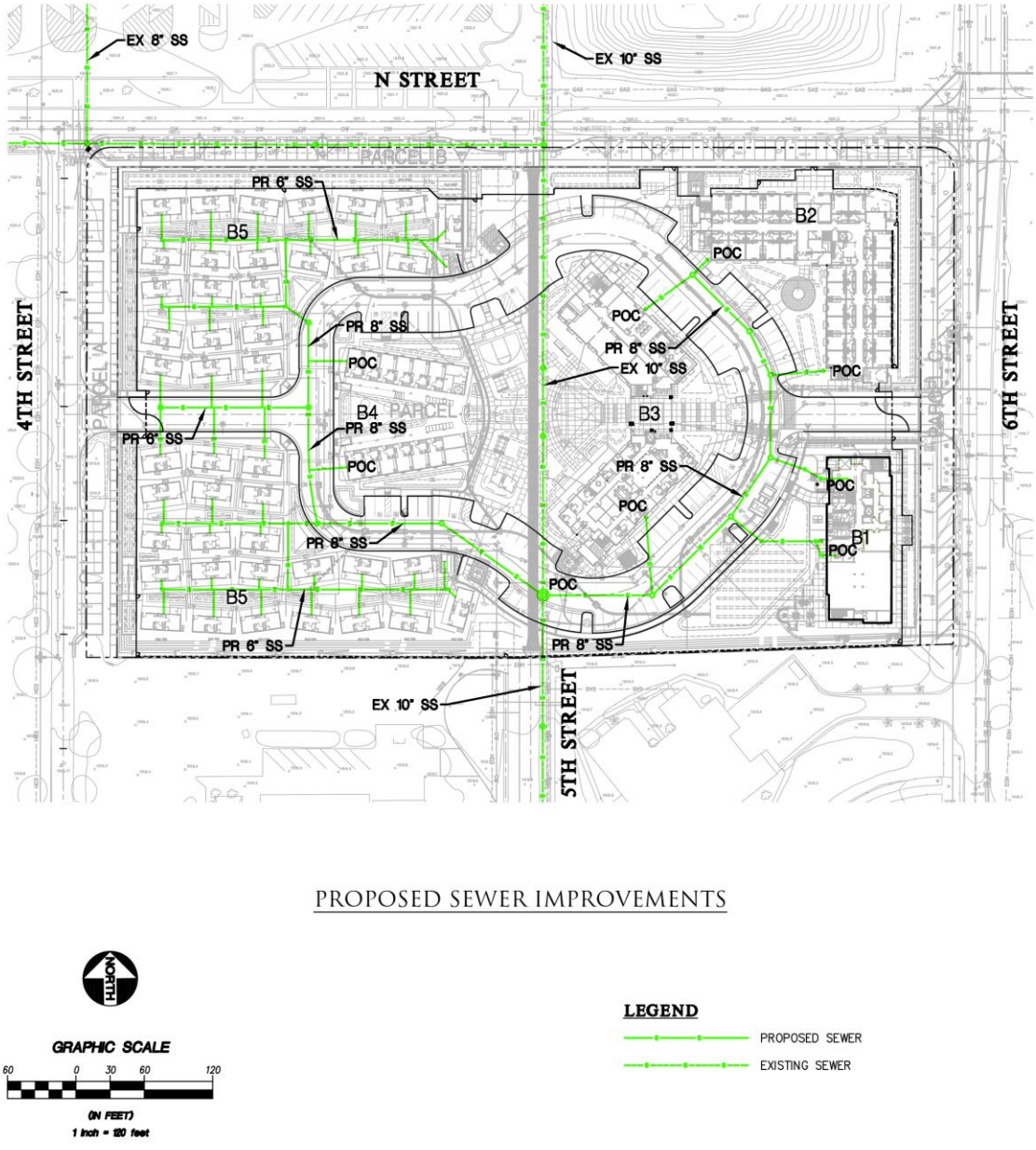
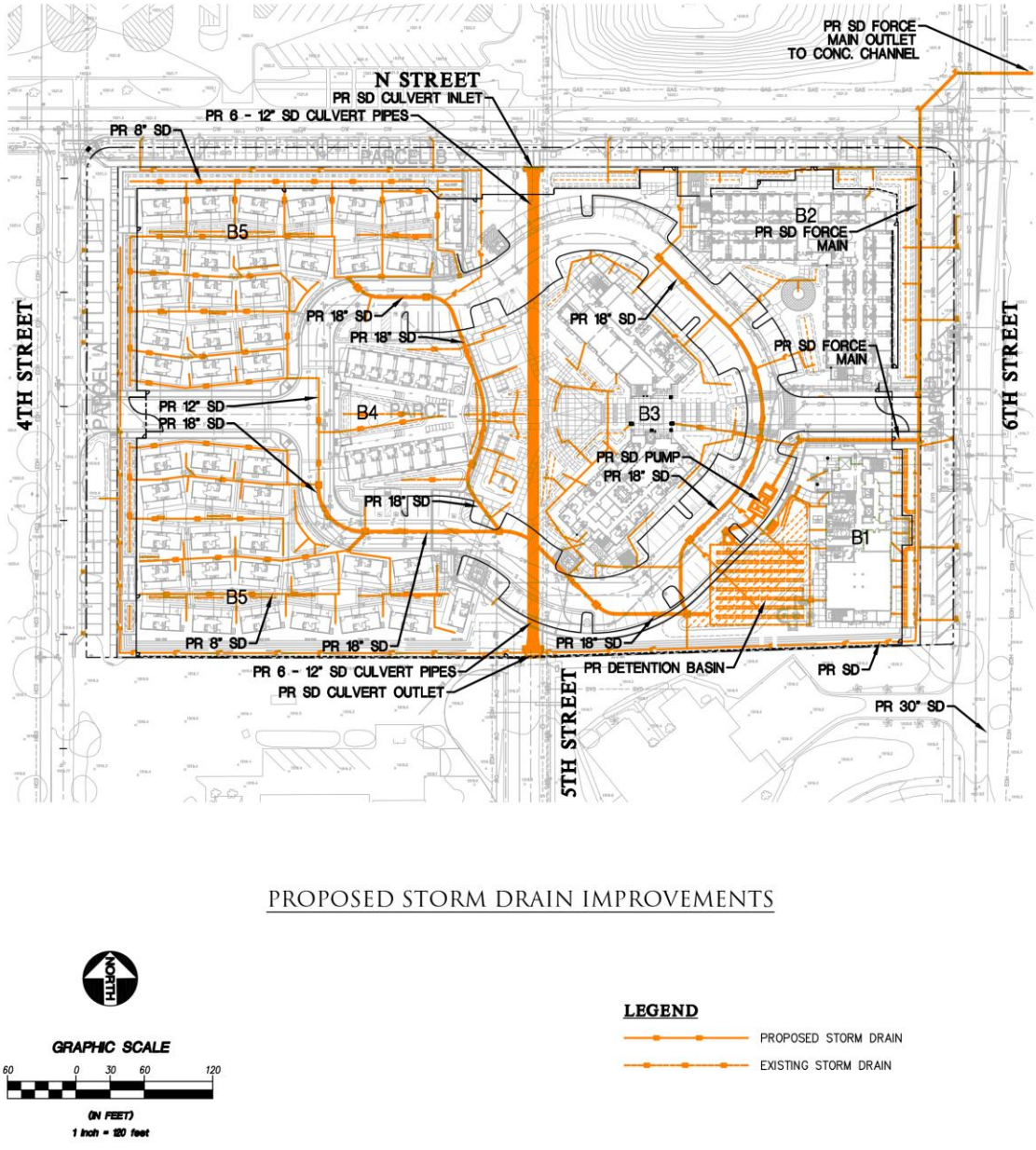


Figure 4-6 Proposed Drainage Improvements



4.9.3 Proposed Storm Water Treatment

Storm water treatment is mandated by the State of California for all new construction. The Specific Plan drainage infrastructure plan shall achieve significant enhancements in storm water treatment. Development for the Specific Plan shall be designed to meet the intent of the storm water runoff and treatment requirements summarized in the following discussion.

The Storm Water Management Plan specifies ways in which new development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The Storm Water Management Plan identifies methods of preventing post-development peak discharge rates and quantities from exceeding the pre-development peak discharge rates and quantities for the one- and two-year, 24-hour design storms. The plan must show a minimization of impervious cover, promotion of infiltration, and the capture and treatment of stormwater runoff from 90 percent of the average annual rainfall using acceptable Best Management Practices (BMP's). BMP's used must be capable of removing 80 percent of the average annual post development total suspended solids (TSS) load based on existing monitoring reports or as required under incumbent WQMP / NPDES standards.

The March JPA engineer shall identify the BMP's that may be implemented to prevent such deterioration and shall identify the manner of implementation. The BMP's may, among other things, require new developments to do any of the following:

- Increase permeable areas by leaving porous soil and low lying areas undisturbed; by incorporating landscaping and open space into the Specific Plan design, and by incorporating detention ponds and infiltration trenches into the Specific Plan design.

- Direct runoff to permeable areas by orienting it away from impermeable areas to earthen swales, berms, green strip filters, and gravel beds; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms, or other structures such that they do not isolate permeable or landscaped areas.

Drainage facilities and terracing of graded slopes shall conform to the following standards, unless otherwise noted on the approved grading plan.

- Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

- Storm Water Discharge. All drainage facilities shall be designed to carry stormwater runoff to the nearest practicable drainage way approved by the March JPA engineer and/or other appropriate jurisdiction, as an acceptable and

safe location to deposit such runoff . Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the March JPA engineer.

- Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the March JPA engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the March JPA engineer.

- Stormwater Runoff. Stormwater runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

    - Whenever practical, each lot shall be graded so that storm water will drain from the backyard through the side yard and front yard toward approved drainage facilities at a gradient of no less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

    - When the prior measure is not feasible, as determined by the March JPA engineer, stormwater shall be collected along the top of slopes or at the rear of graded lots by means of concrete gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of 18 inches deep.

    - Where slopes are terraced at 30-foot intervals, drainage shall be provided in paved ditches a minimum of 36 inches wide and 12 inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the March JPA engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to guarantee the improvement, is posted with the March JPA.

    - Down drains, interceptor drains, and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains, and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by

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the project engineer and approved by the March JPA engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe, plastic pipe (polyvinyl chloride pipe), or other pipe material as approved by the March JPA engineer. Anchor lugs or collars may be required by the city engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the March JPA engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

- The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters, or other materials as approved by the March JPA engineer.

Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner and operator of the proposed Project. Permanent off site drainage easements, as required by the March JPA engineer, shall be acquired by the permittee.

Such easements shall be subject to the approval of the March JPA engineer and March JPA attorney and recorded prior to the issuance of the grading permit.

4.9.4 Water Quality Management Practices

A Water Quality Management Plan (WQMP) for the Specific Plan area must be created by the developer and submitted for approval to the March JPA during submission of the Plot Plan. The future proposed developments on the Specific Plan will be required to comply with the WQMP. A treatment control BMP with a medium or high effectiveness for treating pollutants will be required during the site plan approval process for each of the proposed parcels.

Examples of treatment BMP's with medium or high effectiveness to remove POCs include the use of filtration/infiltration bioswale trenches and water quality filtration/infiltration basins.

Site Design and Water Quality BMPs may include, but are not limited to, the following:

- Use of building materials, such as porous pavement, unit pavers, turf blocks directing on site roof run-off onto landscaped buffer strip areas;

- Placement of storm drain inlet filters to remove sediments and oil and grease; and

- Vegetated swales to enhance the removal of metals, sediments, and oil and grease.

The Specific Plan shall incorporate a combination of the following Low Impact Development (LID) design strategies into its design:

- Landscaped buffer strip;
- Vegetated swales;
- Roadway runoff onto landscaped areas;
- Roof runoff onto vegetated areas; and
- Pervious surfaces and alternative permeable building material.

Urban runoff and associated impacts shall be reduced by installing pervious surfaces and incorporating LID measures that will increase the infiltration capacity of the proposed site to replicate existing conditions or reduce impacts to the pre-development conditions. The goal of these techniques is to achieve post development runoff flow rates, volumes, velocities, and durations that prevent significant increases in downstream erosion compared to the pre-development condition.

Drainage facilities within the public road right-of-ways, drainage easements, and the drainage basins will be maintained by the U.S. Vets Initiative.

4.10 Air Quality Management Practices

Throughout all demolition, site preparation, and building construction activities, the Specific Plan will comply with all applicable South Coast Air Quality Management District (SCAQMD) Rules, and will employ all applicable Best Available Control measures (BACs) and BMP's acting to reduce short-term and long-term air pollutant emissions. The Specific Plan will also incorporate energy efficient designs and operational practices, acting to reduce energy consumption, with associated air pollutant emissions reductions. The U.S. Vets Transitional Housing Program Specific Plan Air Quality Management Practices shall include, but not be limited to, the following:

- Application of soil stabilizers to eliminate visible dust;
- Timely Ground cover replacement in disturbed areas;
- Watering of all active disturbed surfaces;
- Construction will proceed in a manner such that demolition, mass grading, and building construction activities do not substantially overlap;
- Reduced speeds (not to exceed 15 mph) for construction-related traffic will be enforced;
- Low or no-VOC paints shall be universally employed in the construction of Specific Plan buildings; and
- Design of proposed buildings or structures must demonstrate a minimum of 20 percent increased energy efficiencies beyond incumbent standards established under Title 24.

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Section 4.11 Utilities

The site will be served with electricity, telephone, cable, internet, natural gas, and solid waste collection service from private companies serving the March JPA as detailed in Table 4-1. All utilities will be provided underground.

Table 4-1: Utility Providers	
Utility	Provider
Water	Western Municipal Water District
Sewer	Western Municipal Water District
Electricity	Southern California Edison
Gas	SoCal Gas Company; MJPA
Telephone	Verizon
Cable	Time Warner Cable
Solid Waste	Waste Management Inland Empire

The existing overhead electric lines along 5th Street will be converted to underground and will provide the source for the project. This system will provide primary power to the development. Conduits will be stubbed and extended to set transformers that will provide power to the buildings. The Edison Company will maintain these systems, once installed by the developer, based on plans approved by Edison.

The existing Southern California Gas Company gas mains along the south side of N street and along the east side of 5th Street do not have the capacity to serve the proposed project. A proposed gas line will be required to extend from a point of connection on Meyer Drive just west of Heacock Street where it will extend west on Meyer to 6th Street, then south on 6th Street all the way to the southern boundary of the project site. Gas lines will be extended from this new mainline in 6th street to serve the new buildings via gas meter locations at each building being served.

The existing overhead telephone lines along 5th Street will be converted to underground. This system will provide the telephone source for the site. Conduits will be extended to service the new buildings. In addition, a new telephone mainline will also be required to provide adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6th Street, and will then extend south on 6th Street to our project entrance on 6th. Phone lines will be extended from this new mainline in 6th Street to serve the new buildings via conduit connections to each building. In addition, a new phone mainline will also be required to provide adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6th Street, and will then extend south on 6th Street to our project entrance on 6th. Phone lines will be extended from this new mainline in 6th Street to serve the new buildings via conduit connections to each building.

The existing overhead cable system along N Street and 5th Street will be undergrounded and used to provide cable and high speed internet service to the Site if available. In addition, a new telephone mainline will also be required to provide

adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6th Street, and will then extend south on 6th Street to our project entrance on 6th. Phone lines will be extended from this new mainline in 6th Street to serve the new buildings via conduit connections to each building. In addition, a new CATV mainline will also be required to provide adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6th Street, and will then extend south on 6th Street to our project entrance on 6th. This will be in a joint trench with the phone line as noted above. CATV lines will be extended from this new mainline in 6th Street to serve the new buildings via conduit connections to each building. Once the underground utility systems have been designed and installed, new easements will be needed for the facilities for public agencies.

Solid waste will be disposed of through contracts with Waste Management of the Inland Empire. In order to reduce the amount of material generated by the Specific Plan, the Specific Plan will comply with the requirements of the County of Riverside's Source Reduction and Recycling Element.

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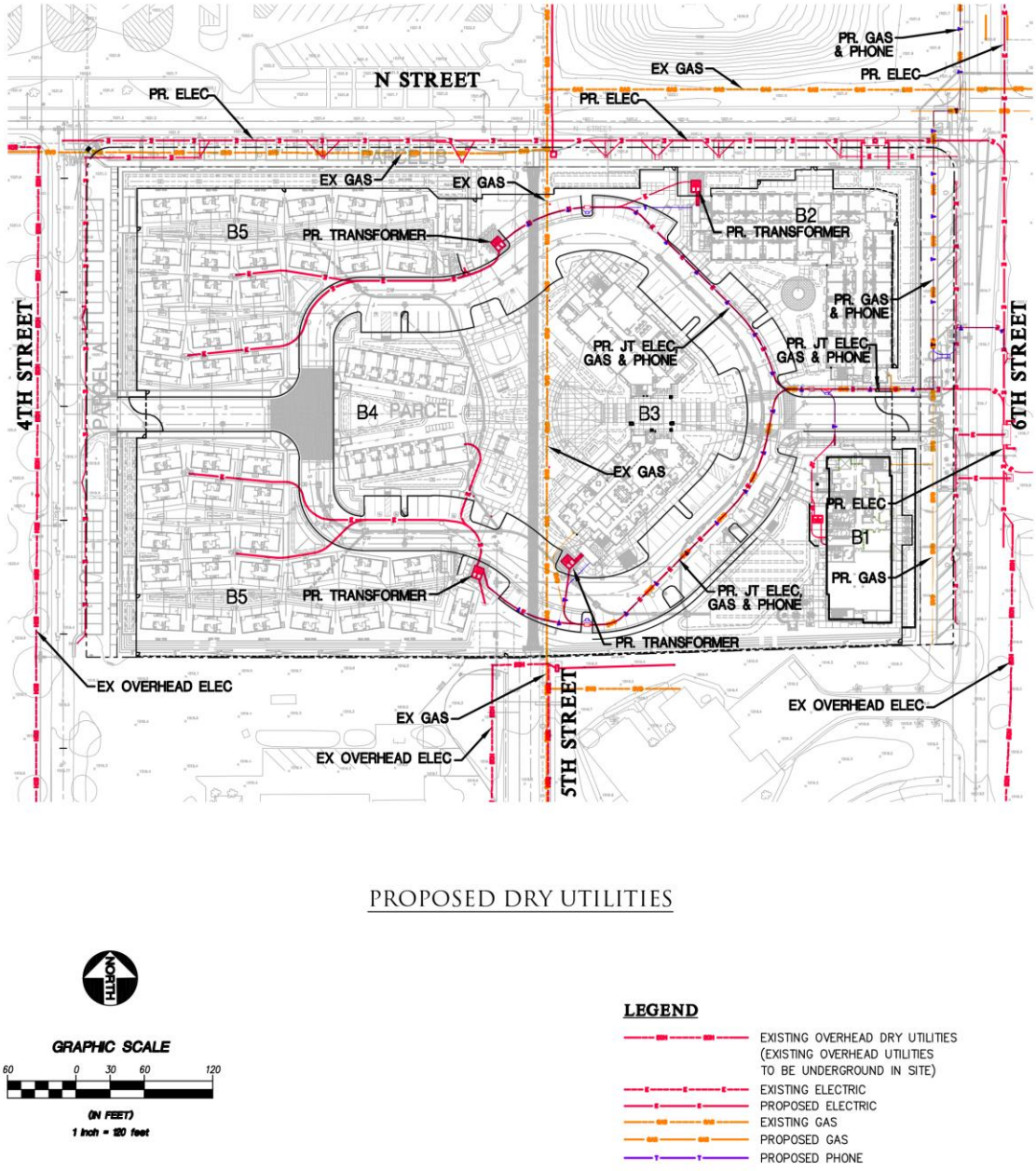
Figure 4-7 Proposed Utility Backbone



PROPOSED DRY UTILITIES

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

- EXISTING OVERHEAD DRY UTILITIES (EXISTING OVERHEAD UTILITIES TO BE UNDERGROUND IN SITE)
- EXISTING ELECTRIC
- PROPOSED ELECTRIC
- EXISTING GAS
- PROPOSED GAS
- PROPOSED PHONE

Section 4.12 Public Services - Police and Fire Protection

Law enforcement services will continue to be provided by the Riverside County Sheriff's Department. Fire Marshall services will continue to be provided by the Riverside County Fire Department.

These necessary public services may be financed through one or a combination of the financing mechanisms listed in Section 6.6, Financing of Public Infrastructure.

Section 4.13 Grading Concept and Plan

Grading for the Specific Plan will be minimal, as the existing terrain is relatively flat and slopes from the northwest to southeast with an average slope of 0.7 percent; but the project grading will require import material in order to raise the elevation of the site to remove the project from the flood plain. A large portion of the Specific Plan site is developed with structures, appurtenances, roads, and utilities.

The Conceptual Grading Plan is shown in Figure 4-8. Based on the Infrastructure Report for the Project (Southern California Soil & Testing Inc., January 2011), several assumptions influence the Conceptual Grading Plan, including:

- General site clearing should include removal of vegetation, organic materials, and existing utilities, structures, trees and associated root systems, rubble, rubbish, and any loose and/or saturated materials.

- A mass grading operation could raise the site approximately 0.0-4.0 feet on average above the existing topography of the site.

- There will be additional import material required to raise future building pad elevations 1.5 feet to three feet above such mass grading in order to place building floors one foot above the 100-year floodplain.

- The preliminary grading concept includes a super-pad sloping from the north to the south with an average slope of 0.5 percent, including interim desilting basins for sediment control.

- Site stripping should extend to a minimum depth of two to four inches, or until all organics in excess of three percent by volume area removed.

- Excavations that result from clearing operations should be backfilled with engineered fill.

- The proposed buildings finished floor elevations also need to be a minimum of one foot above the surrounding flood elevations.

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The grading for the Specific Plan site is expected to require approximately 35,000 – 50,000 cubic yards of imported material to develop proposed building pads parking areas and on site roadways. The quantity of material required to be moved and the phasing will be refined as more detailed grading plans are developed. Final grading plans shall meet the incumbent standards of the March JPA that are in effect at the time of grading permit application. The grading will be completed incrementally as required for each phase of development as required to construct rough graded building pads, street undercuts, landscape areas, and undeveloped mass graded pads. (See also Appendix L – Phasing Exhibits)

A Stormwater Pollution Prevention Plan, which encompass an Erosion and Sedimentation Control Plan (ECP) and airborne dust control measures will be prepared for approval by the March JPA prior to any grading activities taking place. The ECP will use stringent erosion and sedimentation control requirements to prevent loss of soil during construction by wind or rain, prevent sedimentation of storm sewer or receiving waters, and prevent dust and particulate matter from entering the air.

Section 4.14 Phasing of Development and Infrastructure

At the present time, most of the infrastructure required for the Specific Plan does not exist, or requires significant upgrades. As such, infrastructure will be installed to accommodate the proposed development. The performance standards for Specific Plan Infrastructure are to meet the following objectives:

- Provide orderly buildout of the campus;
- Provide adequate infrastructure and public facilities;
- Protect public health, safety and welfare; and
- Provide uninterrupted service to existing campus users throughout construction.

Necessary infrastructure will be required to demonstrate, through engineering studies, that sufficient capacity exists to service the ultimate buildout of the Specific Plan. Implementation of Specific Plan will require construction of new (and/or improvement of existing) utility infrastructure, including electrical and natural gas facilities, as well as an internal private loop / street.

Section 4.15 Sequencing of Water, Sewer, and Drainage Improvements

The planned development of the U.S. Vets Transitional ~~Housing~~ Program is based on the anticipation that the site will develop incrementally, with the submittal of site plans for each phase. The transitional and permanent supportive veterans housing facility consists of ~~eight buildings~~four main buildings (B1, B2, B3, and B4) and ~~the comfort~~one building/house area (B5) with multiple structures (comfort homes ~~(B1, B2, B3, B4 and B5).~~). Water, Sewer and Storm drain utilities have and will be installed in a phased approached to meet the demands of the phased development per the utility descriptions noted above. ~~There is a private loop street that runs through the development~~

~~connecting 4th and 6th streets.~~ Wet utilities will be installed incrementally as required for each phase of development. (See also Appendix L – Phasing Exhibits)

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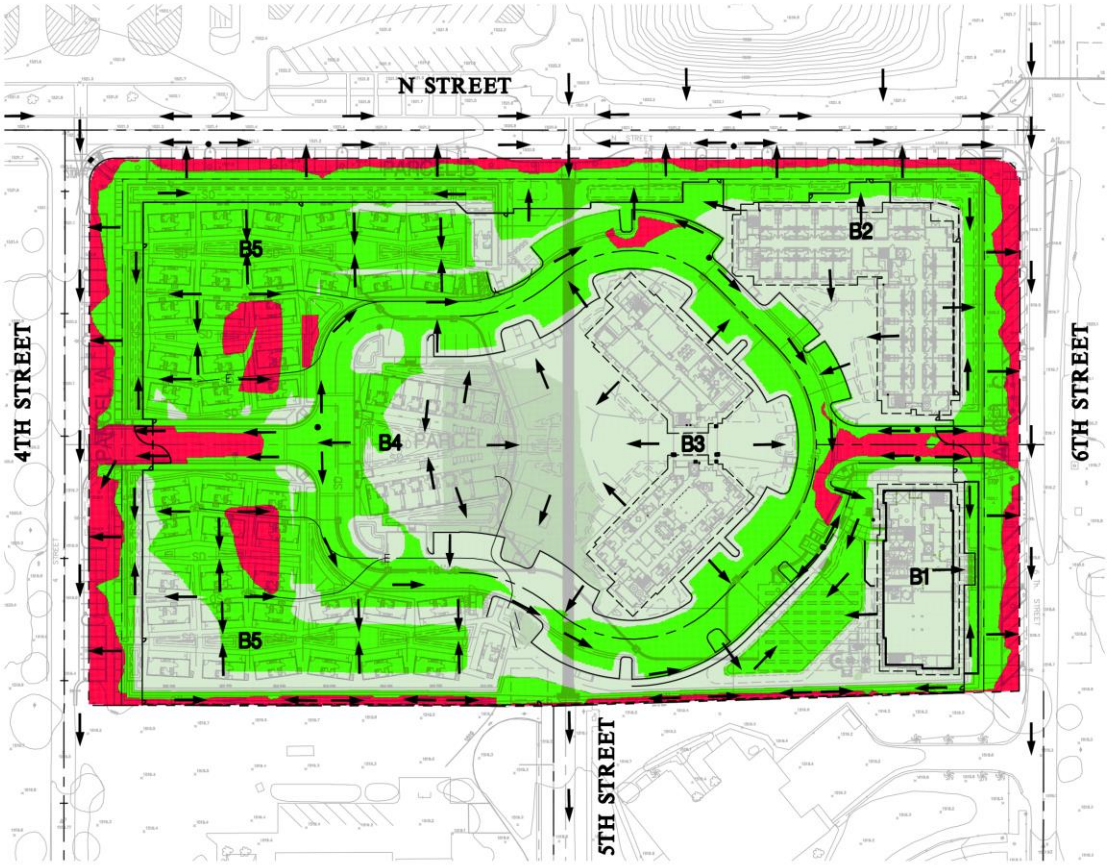
Figure 4-8 Proposed Grading Concept



PROPOSED GRADING

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

DIRECTION OF SURFACE FLOW

PAD LINE

EARTHWORK		
COLOR	CUT(−) / FILL(+)	AREA (SF)
	−2' to 0'	34,579
	0' to +2'	157,802
	+2' to +4'	125,847
	+4' to +6'	18,266

4.15.1 Water System Phasing

Additional water lines will be constructed on- and off site as required to serve the Specific Plan. The off site water improvements shall be consistent with approved WMWD Water Master Plans. The backbone system shall be constructed in phases consistent with an approved infrastructure and development phasing plan. Water service shall be available to provide adequate fire flow as established by the Riverside County Fire Department, along with sufficient water storage for emergency situations and for continuous maintenance of service pressures based on WMWD's Planning standards and approvals, prior to any building permit issuance. The on and off-site water improvements will be installed incrementally as required for each phase of development.

The development is dependent on a pressure reducing station interconnect between Western Municipal Water District (WMWD) and Eastern Municipal Water District (EMWD) at a location near Cactus. This in conjunction with the proposed upgraded mainlines in the public streets are required to provide adequate pressure and flow to meet the demands of the proposed project. Proposed development for the project beyond the available re-distribution of the existing water meters will require that the interconnect and PRV be completed and will be related to the phasing of the proposed development.

(See also Appendix L – Phasing Exhibits)

4.15.2 Sewer System Phasing

The Project will use existing 10" sewer in 5th Street. The on-site sewer improvements will be installed incrementally as required for each phase of development. (See also Appendix L – Phasing Exhibits)

4.15.3 Storm Drain System Phasing

The Project will develop on-site storm water hydrology facilities and mitigation for storm water run-off through the use of surface or underground detention basins or systems. The project is responsible for the off-site drainage tributary area to the north of N Street that currently drains through the Project site with surface flows on 5th Street; but these off-site flows will remain as un-developed existing storm flows that are not required to be detained or treated for water quality as part of the Project site system. The Project Water Management Plan shall prevent the post-development peak discharge rate and quantity from exceeding the pre-development peak discharge rate and quantity for the 1, 3, 6 and 24 hour storm events for the 2, 5 and 10 year storms; based on the fact that post-development discharges rates will exceed pre-development rates for the 100 year storm. It shall also reduce impervious cover, promote infiltration, and capture and treat the storm water runoff from 90 percent of the average annual rainfall using acceptable best management practices. The stormwater drainage system and site grading shall be

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developed to ensure that it carries adequate amounts of stormwater and protects structures designed for human occupancy during a 100-year storm event.

Additionally, the storm drain system shall be designed to prevent any increased runoff from the site, even as the impervious surfaces in the Specific Plan area increase. ~~The off-site storm drain will extend southerly from the site for discharge into existing Heacock Channel just north of the Z Street Channel. These off-site storm drain improvements will be completed as part of Phase I1 improvements.~~

4.15.4 Street Improvements Phasing

The street improvements shall be constructed as approved by the March JPA Engineer and consistent with an approved infrastructure and development phasing plan. The on and off-site street improvements will be constructed incrementally as required for each phase of development as required to provide vehicular, pedestrian and emergency access to the individual buildings and parking areas.

Section 4.16 Maintenance Plan

The intent of the maintenance plan is to establish responsibilities for the operation and maintenance of various facilities and community improvements for the Specific Plan. The planned infrastructure and improvements necessary to serve the Specific Plan area may be financed through one or a combination of several of the following financing mechanisms, as approved by the March JPA:

- Developer improvement with reimbursement agreement
- Developer improvement with credits against fees
- Special Assessment Districts
- Landscape and Maintenance District (LMD)
- Public Enterprise Revenue bonds
- Impact Fees and Exactions

It is expected that costs will change over time and therefore each funding mechanism employed shall include a method for adjusting the amount of funding to reflect current costs at the time of construction.

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CHAPTER 5. DEVELOPMENT REGULATIONS AND GUIDELINES

Section 5.1 Purpose and Applicability

5.1.1 Purpose

These Development Regulations are intended to facilitate the phased and orderly development of the Specific Plan area in a manner that successfully creates a walkable and human-scaled campus environment in accordance with the guiding principles set forth in Chapter 2 of this Specific Plan.

These graphically oriented Development Regulations clearly describe and carefully regulate the urban design framework and pattern, the backbone circulation system, the placement and configuration of buildings, vehicle parking and access, and public space in a way that supports the Specific Plan's Guiding Principles.

These Development Regulations also contain basic design principles for structures and landscapes to ensure that development will be attractive, pleasant, diverse, and interesting in accordance with the Specific Plan's Guiding Principles. Furthermore, these Development Regulations are intended to foster sustainable practices on all levels from site planning to building technology in order to protect and enhance the natural environment and to provide a healthy and healing human environment.

5.1.2 Applicability

The requirements and regulations of these Development Regulations apply to all proposed development, subdivisions, and land uses within the Specific Plan area, the boundary of which is shown in Figure 4-1.

The LEED checklist, as provided in Appendix F, shall be provided for evaluation as a part of all proposed development, subdivision, or land use with this Specific Plan.

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5.2 Building Areas and their Purposes

The Specific Plan area is divided into the following building areas, which shall be applied to the Plan as shown on the Regulating Plan. The Development Standards in Section 5.3 specify detailed regulations and requirements for each of the building areas described here.

Public Realm (PR)

The Public Realm (PR) area is intended to be a ~~recreational facility~~landscaped open space area, providing unique locations with a strong sense of place, civic character, and lasting value. ~~This linear recreational facility constitute an uninterrupted "open space loop". ~~The PR area is complemented by ~~publicly accessible~~ open space areas required in the Building 1 (B1) area and the Village Green (VG), which contribute to an attractive and interesting open space corridor. Additionally, the PR area accommodates the primary motorized and non-motorized circulation. The primary pedestrian access to on-street parking areas and all buildings is taken from and oriented to the Public Realm area.

Section 5.3.2 sets forth the Development Standards for the PR area.

Village Green (VG):

The Village Green (VG) area is intended to be the "Campus Commons", providing a strong sense of place, civic character, and lasting value. This "Campus Commons" offers a distinct open space for community gathering, active and passive recreation, reflection, and healing. These open spaces are contiguous and constitute an uninterrupted "open space loop". The VG area is complemented by Buildings 3 (B3) and 4 (B4), which contribute to a~~n attractive dining facility,~~ multipurpose room and central administrative building. ~~Additionally, the PR area is the organizing spine around the campus; it accommodates the primary motorized and non-motorized circulation. The primary pedestrian access to all buildings is taken from and oriented to the Public Realm area.~~

Building 1 (B1)~~, Building 5 (B5) and Building 8 (B8):~~

Building 1~~s~~ (B1)~~, B5 and B8 are proposed as Family~~ is proposed as a Transitional Building~~s,~~ which shall be placed at the ~~northwesterly~~ ~~corner and the~~ southerly portion of the Project site. This building would allow veterans to live with family while going through the transitional program. The building~~s~~ must create an attractive and interesting meandering open space corridor that connects to pedestrian parkways along streets, as well as a tot lot for children. ~~In addition, the B1 zone may contain private yard space intended for tenant use only, which may be physically and visually separate from the PR area.~~

Section 5.3.3 sets forth the Development Standards for all buildings within the Project.

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Building 2 (B2)~~, Building 6 (B6) and Building 7 (B7):~~

Building~~s~~ 2 (B2) ~~, B6 and B7 are~~ is proposed as ~~Efficiency buildings~~ Permanent Supportive Housing, which shall be oriented and configured to enhance the campus character along ~~4th Street,~~ N Street and 6th Street. ~~The~~ B2 ~~, B6 and B7 areas~~ must abut ~~publicly accessible~~ pedestrian parkways, trails or other recreation facilities. Th~~ese~~ is area~~s~~ may provide private yard space intended for tenant use only.

Section 5.3.3 sets forth the Development Standards for all buildings within the Project.

Building 3 (B3)

Building 3 (B3) is proposed ~~for~~ as ~~Campus Support Services as well as VIP transitional housing.~~Permanent Supportive Housing. The building shall be oriented and configured to enhance the campus center. The B3 area shall provide a design that allows visual and physical accessibility to the VG area.

Section 5.3.3 sets forth the Development Standards for all buildings within the Project.

Building 4 (B4) Transitional Housing

Building 4 (B4) is proposed as Transitional Housing ~~and will consist of 24 studio apartment units, each approximately 375 sq.ft~~. The Building will also have administrative offices, computer room, laundry facility and community space. Primary access to this will be off 4th Street, with additional access from 6th Street. ~~is proposed as the Dining Hall and Multi-purpose Room.~~ The building shall be oriented and configured to enhance the campus center. The B4 area shall provide a design that allows visual and physical accessibility to the VG area.

Section 5.3.3 sets forth the Development Standards for all buildings within the Project.

Building 5 (B5) Permanent Supportive Housing (Comfort Homes Village)

Building 5 (B5) is proposed as a Permanent Supportive Housing area, and is comprised of forty-four (44)-permanent supportive housing units. These individual “Comfort Homes”, will be approximately 500 sq.ft., and include a bedroom, bathroom, kitchen and living area. In addition, the architectural style and building color/materials will be compatible with the other Campus buildings. Primary access to this will be off 4th Street, with additional access from 6th Street.

Section 5.3.3 sets forth the Development Standards for all buildings within the Project.

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5.2.1 Height Limitations

The maximum building height in the Specific Plan area is 52 feet as measured from the proposed building pad elevation to the highest point on the building for each specific building site; with the actual top of building elevation not to exceed a height above sea level per the FAA requirements for this site. Height restrictions will apply to meet Federal Aviation Regulation Part 77 (Obstructions to Navigation) standards. The Project site is located approximately 2,100 feet south of the American Forces Network (AFN) facility. The allowable building heights in the SP area is necessary to accommodate a satellite array; all required building heights are less than the restrictions for the satellite. Building heights will be restricted as shown along that line of sight and shall be consistent with the FAA limitations.

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Section 5.3 Development Standards

5.3.1 Purpose

This section is intended to produce the type of development that achieves the envisioned character for each of the zones. The Typical Illustrative Cross Section, illustrated in Figure 5-1, shows a "slice" of the type of development these Development Standards support in the various building areas. The cross section runs from the public right-of-way of a perimeter street to the center of the campus plan. Each area is described in detail on the following pages. Note that this drawing illustrates only one of a multitude of configurations permitted by these Development Standards.

Figure 5-1 Typical Illustrative Cross Section

5.3.2 Public Realm Standards

The Public Realm (PR) area is intended to be a linear ~~recreational facility~~open space and the organizing outer feature of the campus. It accommodates the primary motorized and non-motorized circulation and provides unique locations that create a strong sense of place, civic character, and lasting value. This linear facility shall be the key pedestrian corridor that connects campus residents to other amenities within close proximity of the project. To ensure a significant amount of ~~publicly accessible~~ open space, the PR area requires a minimum distance between the zone boundary and the curb (30 feet of open space). Figure 5-2 illustrates a typical cross section of the PR area. The street configuration included here is one of a variety of configurations that could be used (see Section 5.6, Street Layout).

Figure 5-2 Public Realm Area

A. Vehicle Circulation, Access and Parking

1. Streets shall be allowed in the Public Realm (PR) area in compliance with Section 5.6, Street Layout.

2. Lateral driveways connecting the street with a parking lot may be provided and shall be limited as follows:

    a. Driveways shall be 28 feet in width, or as required by Fire Department;
    b. Driveways shall be limited to one driveway per 200 feet of frontage to minimize the number of curb cuts;
    c. Driveways shall comply with the standards set forth in Section 5.3.4, Driveways;
    d. To the extent possible, driveways shall be shared by adjacent parcels;
    e. Driveways shall be detailed with concrete aprons, rather than curb returns. Where a driveway and a sidewalk intersect, the sidewalk shall be the dominant feature and continue without change in grade or material, depicted in Figure 5-3.

3. Vehicle parking shall not be permitted in the PR area, except on-street parking (see Section 5.6, Street Layout). Parking in driveways shall be prohibited.

4. Passenger drop-off zones may be provided at the curb in place of on-street parking near building entrances. Curb-side drop-off zones shall be wheelchair accessible, clearly marked, and may be provided with a pedestrian shelter.

The curb frontage of a drop-off zone shall be limited to 75 feet in length. To preserve on-street parking drop-off zones shall be spaced at minimum 300 feet apart.

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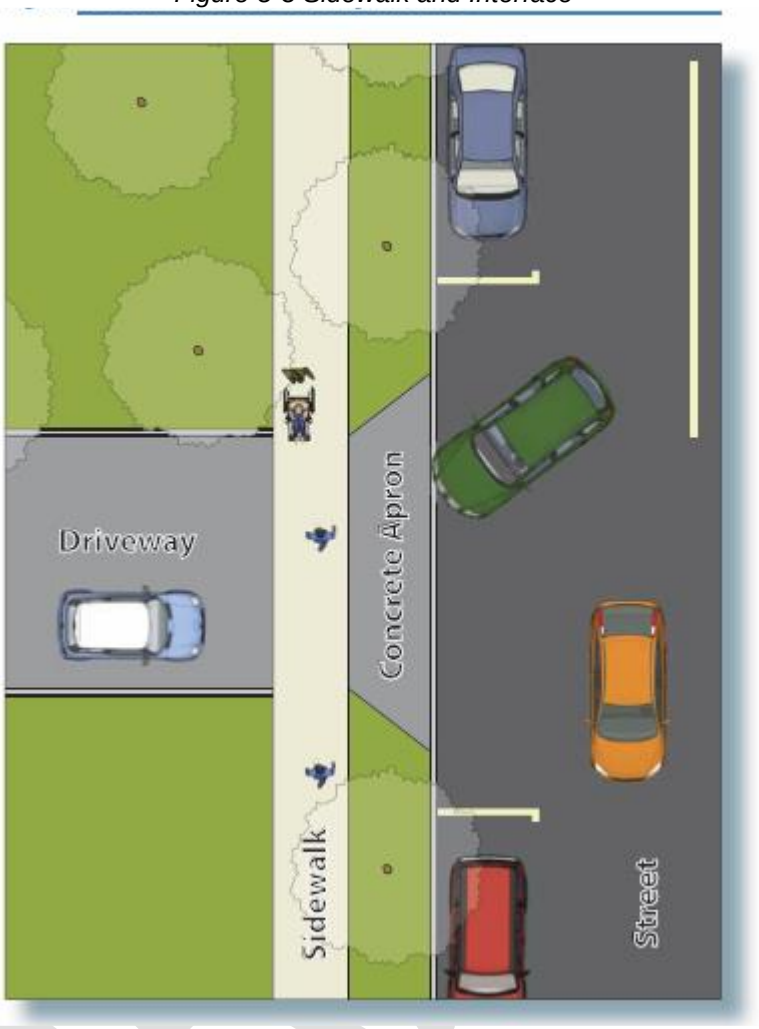
Figure 5-3 Sidewalk and Interface



B. Pedestrian Circulation and Access

1. Sidewalks shall be provided along all streets in the PR area in compliance with Section 5.6, Street Layout.

2. Lateral walkways may be located in the PR area to provide the primary pedestrian access to individual building entrances, open spaces, and plazas located near proposed buildings. All walkways shall comply with the regulations set forth in Section 5.6, Street Layout.

3. Paved walkways and trails may be located in the PR area to provide additional pedestrian routes for secondary access or recreational use. All walkways and trails shall comply with the regulations set forth in Section 5.6, Street Layout.

C. Buildings

1. Buildings shall not be permitted in the PR area.

2. No more than one pedestrian shelter may be provided at each curb-side passenger drop-off zones located in the parkway. Shelters shall be limited to 150 square feet in size and shall be transparent, visually unobtrusive, and compatible with the campus-wide street furniture design.

D. ~~Publicly Accessible~~ Open Space and Landscaping

1. Open spaces and plazas ~~shall~~ may complement the streets throughout the PR area. Where provided, open spaces, and plazas are intended for use by residents, staff, program participants, and authorized guests. Public access to open space areas within the PR area other than the sidewalk is not required.

2. A minimum of 30 feet shall be provided between any point along the zone boundary and the curb to accommodate continuous ~~publicly accessible~~ and usable open space, except where a multi-use trail is located, in which case the minimum shall be 40 feet. This area may contain sidewalks, walkways, open spaces and plazas. Additionally, building frontages may encroach into this area as permitted in Section 5.5, Frontage Type Standards. Lateral driveways may be located within this area in compliance with subsection A above. Streets shall be prohibited.

3. All areas within the PR area not occupied by streets ~~shall be~~or designed for access and use for active or passive recreation, gathering, reflection, and/or healing shall be landscaped.

4. Open spaces and plazas shall be contiguous and visually connected with one another to contribute to an open "Campus Commons" character.

5. Open spaces, and plazas shall be ~~publicly accessible and usable~~designed for use by residents, staff, program participants, and authorized guests. These ~~area~~s~~y~~ shall include any of the following amenities:

   a) Pedestrian walkways (see Section 5.6, Street Layout);
   b) Park benches;
   c) Shade structures, such as trellises;
   d) Picnic benches and tables;
   e) Bike racks;
   f) Street lighting (see Section 5.6, Street Layout); and
   g) Single bag trash and recycling receptacles.

6. Solid ~~F~~fences or walls shall be prohibited in the PR area. A site perimeter security fence a maximum of 6 feet 6 inches in height with a minimum opacity of fifty percent

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(50%) is permitted. Garden walls a maximum of 24 inches in height may be permitted as part of a specific open space or plaza design

7. Landscaping shall support the campus center character and shall be in compliance with the Landscape Standards, Section 5.8.

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~~**E. Private Open Space and Landscaping**~~

~~1. All open space and landscaping in the PR area shall be accessible to all users; private yards or patios associated with specific users and enclosed by walls or fences shall not be permitted in the PR area.~~

~~F.~~ E. Services and Utilities

1. Above ground utility devices, equipment, access or meters shall be installed per agency standards.

2. Private trash and recycling dumpsters, such as those used in collection by Waste Management, shall not be permitted in the PR area at any time.

3. All above-ground utilities within the Specific Plan area shall be undergrounded, or as approved by the March JPA Engineer.

5.3.3 All Building Areas within the Specific Plan

A. Vehicle Circulation, Access and Parking

1. Streets shall be allowed in compliance with Section 5.6, Street Layout.

2. A secondary vehicle circulation and access system shall be provided consisting of:

    a. Driveways that connect the street with parking and any service areas behind the buildings. Driveways shall be limited as follows:

        i. Driveways shall be 24 feet in width, or as required by Fire Department.

    b. Driveways shall comply with the standards set forth in Section 5.3.4, Driveways:

        i. To the extent possible, driveways shall be shared by adjacent parcels.

3. Vehicle parking shall be permitted and shall be limited as follows:

    a. On-street parking in compliance with the applicable Street Layout Standards;

    b. Parking lots shall be landscaped in compliance with Section 5.8, Landscape Standards;

    c. Parking in driveways and alleys shall be prohibited; and

    d. All parking areas shall comply with Section 5.7.4, Parking Standards.

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B. Pedestrian Circulation and Access

1. The primary entrance to a building shall be accessed from the sidewalk through an allowed frontage. A lateral walkway between the sidewalk and the building entrance shall provide direct access. All walkways shall comply with the regulations set forth in Section 5.6, Street Layout.

2. Paved walkways may provide additional pedestrian routes for secondary access or recreational use. All walkways shall comply with the regulations set forth in Section 5.6, Street Layout.

C. Buildings

1. Placement:
   a. Setbacks: B1, B2, and B3 ~~Each building~~ shall be located in compliance with the following setback requirements:

      i. Setback from the public realm: 0 feet minimum for the primary building façade; building frontages may encroach into the PR area as permitted in Section 5.5, Frontage Type Standards.

      ii. Side yard setback:
      • 0 feet if attached with adjacent building;
      • 10 feet minimum from side property line if detached;
      • 20 feet minimum between buildings on the same parcel; and

      iii. Setback from abutting property line or public right-of-way: 20 feet minimum

      Setbacks: B4 and B5 shall be located in compliance with the following setback requirements:

      i. Setback from the public realm: 0 feet minimum any building façade;

      ii. 5' minimum between B5 Comfort Home buildings

      iii. Setback from abutting property line or public right-of-way: 20 feet minimum

   b. The footprint of a building shall be limited to 60 percent of a parcel's area; if multiple buildings are located on the same parcel the cumulative footprint of all buildings shall be limited to 60 percent of the parcel's area.

2. Profile:
   a. Height limit: as per Section 5.2.1.

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b. Frontage for B1, B2, and B3:

i. The transition from public to private, indoor to outdoor at the primary entrance shall be created by appropriate frontage types;

ii. The primary entrance to a building shall be accessed from the sidewalk through an appropriate frontage type;

iii. The following frontage types are permitted (see Section 5.5, Frontage Types Standards):
- Common Yard;
- Dooryard;
- Forecourt;
- Covered Forecourt;
- Shopfront and Awning;
- Gallery; and
- Arcade.

iv. Façades shall be composed in compliance with Section 5.9, Architectural Design Standards.

c. Frontage for B4 and B5:

i. The primary entrance to a building shall be accessed from the sidewalk;

ii. The frontages shall not comply to the façade portion of Section 5.5 or Section 5.9.2 Architectural Design Standards due to the campus-like characteristic of the Comfort Homes Village, as each Comfort Home has access to a communal open space courtyard while maintaining the architectural style and building color/materials that are compatible with the other Campus buildings; nor shall it comply with the façade portion of the low-rise multifamily building type, as the requirement does not apply to the unique program and location of the low rise multifamily building type on the project site.

D. ~~Public~~ Shared Open Space and Landscaping

1. Open spaces and/or plazas for use by residents, staff, program participants, and authorized guests are permitted but not required.

2. If provided, open spaces and plazas shall:

a. Be at minimum ~~20~~ 15 feet in depth and ~~30~~ 10 feet in width;

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b. Be ~~publicly~~ accessible ~~and usable~~ for use by residents, staff, program participants, and authorized guests; and

c. Be landscaped in compliance with the Landscape Standards.

E. Private Open Space and Landscaping

1. Private yards or patios are permitted.

2. Private yards or patios may be separated through the use of fences, garden walls, landscaping, or adjacent building walls.

   a. Fences or garden walls separating private yards or patios in the setback area facing the Public Realm area shall be limited to 42 inches in height and shall complement the architecture of the building(s) in style, materials, and color. Chain link and barb wire fences shall be prohibited.

   b. Privacy fences or garden walls separating private yards or patios located along the side or section of a building facing the public right-of-way shall be limited to 72 inches in height and shall complement the architecture of the building(s) in style, materials, and color. Chain link and barb wire fences shall be prohibited.

3. Landscaping shall be in compliance with the Landscape Standards, Section 5.8.

F. Services and Utilities

1. Ground and wall mounted utility devices, equipment, access or meters shall be permitted. Any such devices shall be set back from the public right-of-way and shall be screened from public view using landscaping, fences, or garden walls.

2. Roof mounted electrical and mechanical equipment shall be completely screened from public view.

3. Trash and recycling cans and dumpsters shall be located behind the primary buildings and shall be screened from public view using landscaping, fences, or garden walls.

4. Loading areas shall be located behind the primary buildings and shall be screened from public view using landscaping, fences, or garden walls. Where necessary, adequate turn-around and back-up space for service and delivery vehicles shall be provided.

G. Perimeter Security Fence

1. A perimeter security fence shall be permitted.

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a. Perimeter security fence shall be limited to 6 feet in height at top of upper rail with no portion of the fence extending more than 6 feet 6 inches in height total.
b. Perimeter security fence shall complement the architecture of the building(s) in style, materials, and color. Chain link and barb wire fences shall be prohibited.
c. Perimeter security fence within the setback area facing the Public Realm area shall have a minimum opacity of fifty percent (50%).
d. Automated vehicle entry gates shall be provided at each vehicle entrance as shown in Figure 4-2 Circulation. Vehicle entry gates shall be equipped with a two-way intercom connected to site security or allowing direct dial to residents to allow entry for authorized visitors. Vehicle entry gates shall provide method for emergency vehicle access approved by local fire or emergency services department.
e. Accessible pedestrian gates shall be provided at each location where perimeter security fence intersects with accessible pedestrian paths shown in Figure 4-3 Proposed Transit and Non-Vehicular Circulation. A minimum of one automated accessible pedestrian gate allowing for hands-free operation is recommended adjacent to each vehicular entry where automated vehicle gates are provided.

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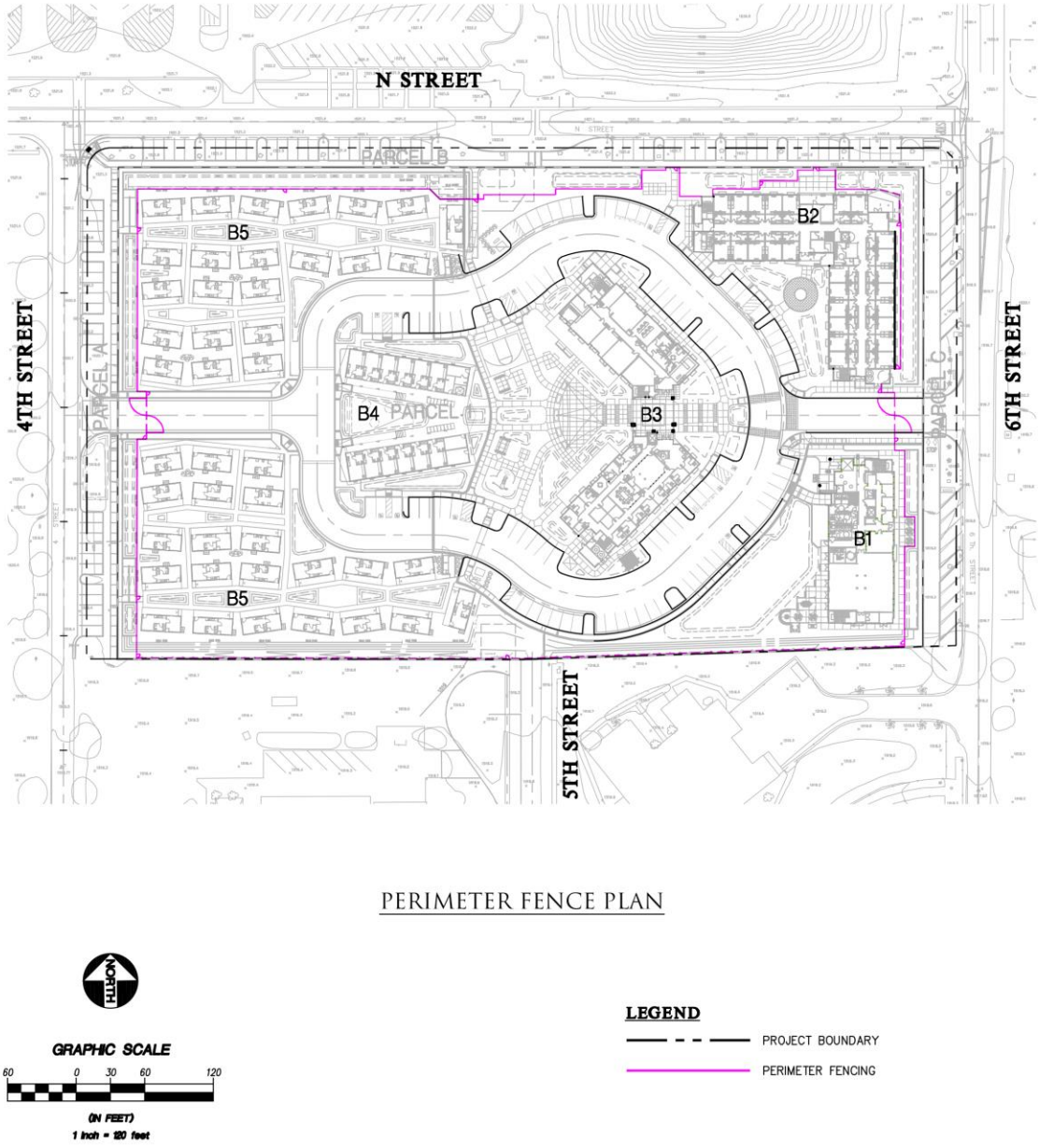
Figure 5-4 Perimeter Security Fence



5.3.4 Driveway Standards

A system of streets, driveways and alleys provides vehicular access to parking and for service vehicles on the individual sites. To ensure that driveways do not impede pedestrian comfort and safety the following requirements shall apply to all zones. To the extent feasible, driveways shall be shared between properties, and a continuous alley system shall provide secondary circulation and access. Driveways and alleys shall be configured and spaced in accordance with Figure 5-54, and as described below, or as approved by March JPA:

- Minimum spacing between adjacent driveway curb cuts: 200 feet, measured centerline to centerline.
- Minimum spacing between a driveway curb cut and the nearest street intersection: 200 feet, measured centerline to centerline.
- Minimum spacing between an alley curb cut and the nearest street intersection: 150 feet, measured centerline to centerline.
- One-way drop-off lanes located between driveway curb cuts shall comply with the following:
- Minimum spacing between the drop-off lane's entry and exit curb-cut: 75 feet, measured centerline to centerline; and
- Minimum spacing between the drop-off lane's entry and exit curb-cut and the nearest driveway curb-cut or street intersection: 100 feet, measured centerline to centerline.
- In order to minimize conflicts of vehicles turning in and out of driveways, driveway curb-cuts on opposite sides of a street shall comply with one of the following:
- Be aligned, or
- Be offset by a minimum 100 feet, measured centerline to centerline, or
- Be separated by a landscaped median.

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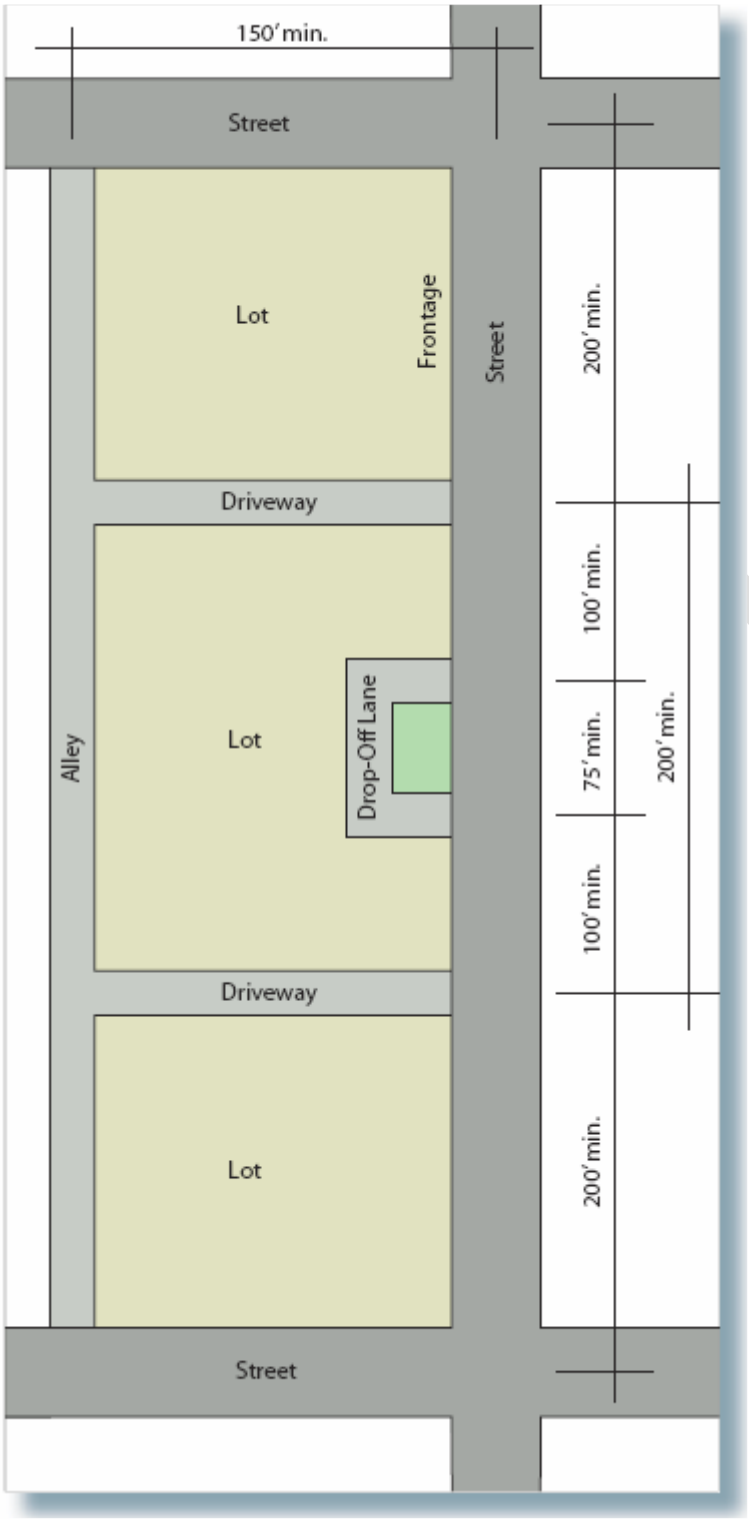
Figure 5-54 Driveway Diagram



5.4 Design Emphasis Locations

Given the original land use as an Air Force Base, the Specific Plan architecture will make gestures to celebrate and respect the historic nature of the original use.

Emphasized Corners

The following guidelines apply to B1, B2, and B3

Buildings on corner lots shall address both street frontages through architectural means and require careful articulation of their corner expression. Acceptable corner emphasis techniques include:

Building mass:

- taller building volume at corner; or
- chamfered corner; or
- projecting building mass at the corner.

Wall elements:

- Façade that wraps the corner and equally addresses both sides; and
- Entrances and frontages on both sides.

Roof elements:

- tower element at the corner; or
- accentuated roof line at the corner.

Applied elements:

- wrap-around gallery or arcade frontage; or
- wrap-around balconies.

The following guidelines apply to B4 and B5

Buildings on corner lots shall address both street frontages; however, are not subject to express such through architectural means and do not require additional articulation of their corner expression. This is due to the very small scale of the buildings, their massing does not support further articulation. Additionally, the program of B4 and B5 are not complex or large enough to include elements such as multiple entry points, wrapping arcades, or balconies.

Primary Access Points

Primary access points to the campus shall be designed in a manner that helps create a distinct visual identity and conveys a sense of arrival at a special place. Primary access points shall be easily identifiable to support way finding that does not overly rely on

signage. Acceptable access point design techniques that convey the sense of entering a place include:

- Gateway markers or monumentation
- All such elements shall be of complementary design and shall support the overall campus design and architecture.
- Vertical architectural and/or sculptural elements are encouraged.
- Taller buildings that frame the access point.
- To achieve this buildings shall be placed near the intersection.
- Frontages facing the access street and corner emphasis is encouraged.
- Trees located in a small center median island at the access point.
- Deciduous trees with semi-transparent canopies are encouraged.

Section 5.5 Frontage Types Standards

The following Frontage Types Standards apply to B1, B2, and B3, as the frontage type standards help create proper spacing, multiple entrances and pedestrian access for these public/multi occupant use structures. The following Frontage Types Standards do not apply to B4 and the area of B5, because Building Area 5 includes individual privately occupied structures, therefore public access and spacing for approach is not applicable. These small one story comfort home units act more as a campus which does not allow for the same massing articulation. Building 4 is centered within the property therefore due to the location in the site, it does not engage with the public realm.

5.5.1 Purpose

A building's frontage defines the transition between the inside and the outside, and between the private and public realms. The frontage design is important as it dictates how the building affects the pedestrian realm. The Frontage Type Standards on the following pages describe the design characteristics of each of the Frontage Types permitted in the plan area. The images are intended to illustrate typical conditions. The actual design and configuration of a building's frontage may vary depending on the building's architecture and floor plan. This section also determines which Frontage Types are permitted in each of the zones, shown in Table 5-1. Table 5-2 determines the maximum permitted encroachment of a building frontage into the Public Realm area.

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Table 5-1 Permitted Frontage Types

Frontage Type	PR	B1	B2
Common Yard	N/A	P	P
Dooryard	N/A	P	P
Forecourt	N/A	P	P
Covered Forecourt	N/A	P	P
Shopfront & Awning	N/A	P	X
Gallery	N/A	P	X
Arcade	N/A	P	X

Notes:
P = Permitted Frontage Types are permitted in this zone subject to compliance with these Frontage Type Standards.
X = Frontage Types are not permitted in this zone.
L = Limited. Permitted as secondary entrance only.
N/A = Frontage Types not applicable in this zone.

Table 5-2 Permitted Frontage Types

Frontage Type	Frontage Encroachment Into the Public Realm Zone
Common Yard	10 feet maximum for covered entries
Dooryard	15 feet or back of sidewalk, whichever is less
Forecourt	0 feet maximum, except 6 feet maximum for awnings attached to the facade
Covered Forecourt	0 feet maximum, except 6 feet maximum for awnings attached to the facade
Shopfront & Awning	6 feet maximum for awnings attached to the facade
Gallery	12 feet maximum
Arcade	0 feet maximum

5.5.2 Common Yard

The Common Yard frontage, depicted in Figure 5-65 is created by substantially setting back the building façade from the property line. Covered entries or front porches may encroach into the Common Yard. ~~Common Yards shall remain unfenced to achieve a visually continuous common landscape that ties into the public realm~~. Landscaping shall not be used to separate the front yard from the public realm or adjacent yards, and shall be limited to groundcovers, low shrubs, and trees with sufficiently transparent canopies that permit views of the building façade. See Section 5.8, Landscape Standards for additional requirements.

Figure 5-65 Common Yard Frontage

5.5.3 Dooryard

The Dooryard frontage, illustrated in Figure 5-76, is created by slightly elevating the front yard and surrounding it with low garden walls. Garden walls shall be limited to 24 inches in height to maintain visual connectivity between the Dooryard and the public realm, and the garden wall's design and materials shall be compatible with the building's architecture. Steps and/or ramps shall be provided to connect the Dooryard with the adjacent sidewalk. The building's entrance shall be accessed directly from the Dooryard, which may be hardscaped or landscaped, or a combination thereof. Landscaping shall not be used to separate the Dooryard from the public realm or adjacent yards, and shall be limited to grasses, groundcovers, low shrubs, and trees with sufficiently transparent canopies that permit views of the building façade. Plants may be planted directly in the ground or in pots. See Section 5.8, Landscape Standards for additional requirements.

Figure 5-67 Dooryard Frontage

5.5.4 Forecourt

The Forecourt frontage, shown in Figure 5-~~7~~8 is created by setting back a portion of the building façade, typically the middle, to create an entry square that is surrounded by building façades on three sides. Forecourts shall be at minimum 20 feet in depth and width. Forecourts may provide access to a central lobby of a larger building or may provide access to multiple users through individual entrances. A Forecourt may be combined with other frontage types at individual entrances, such as a Shopfront. Forecourts may be hardscaped or landscaped, or a combination thereof, and may be elevated above the sidewalk level a maximum of 24 inches to maintain visual connectivity between the Forecourt and the public realm. If elevated, steps and/or ramps shall be provided to connect the Forecourt with the adjacent sidewalk. Landscaping shall not be used to separate the Forecourt from the public realm, and shall be limited to groundcovers, low shrubs, and trees with sufficiently transparent canopies that permit views of the building façade. See Section 5.8, Landscape Standards for additional requirements.

Figure 5-~~7~~8 Forecourt Frontage

5.5.5 Covered Forecourt

The Covered Forecourt frontage, depicted in Figure 5-9~~8~~, is created by setting back a portion of the ground-floor façade, typically the middle, to create an entry square that is surrounded by building façades on three sides and covered by the upper stories extending over that space. Covered Forecourts shall be at minimum 10 feet in depth and 20 feet in width. Covered Forecourts may provide access to a central lobby of a larger building or may provide access to multiple users through individual entrances. A Covered Forecourt may be combined with other frontage types at individual entrances, such as a Shop-front.

Figure 5-~~8~~9 Covered Forecourt

5.5.6 Gallery

The Gallery frontage, shown in Figure 5-10~~9~~, is created by attaching a colonnade to the building façade. The Gallery encroaches into the front setback and provides a covered or partially covered walkway that parallels the sidewalk alongside the façade that leads to the primary entrance. The Gallery also provides a balcony for second-story uses. The Gallery frontage shall provide at minimum eight feet of clearance between the façade and the inside of the posts or columns, and a minimum clearance height of 10 feet. Landscaping shall not be used to separate the front yard from the public realm, and shall be limited to groundcovers, low shrubs, and trees with sufficiently transparent canopies that permit views of the building façade. See Section 5.8, Landscape Standards for additional requirements.

Figure 5-~~9~~10 Gallery Frontage

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5.5.7 Arcade

The Arcade frontage, depicted in Figure 5-11~~0~~ is created by projecting the building's upper floors and encroaching into the front setback. A colonnade structurally and visually supports the projecting building mass. Similar to the Gallery, the Arcade provides a covered or partially covered walkway that parallels the sidewalk alongside the façade that leads to the primary entrance. The Arcade also provides habitable and usable interior space on upper floors. The Arcade frontage shall provide at minimum eight feet clearance between the façade and the inside of the columns, and a minimum clearance height of 10 feet. Landscaping shall not be used to separate the front yard from the public realm, and shall be limited to groundcovers, low shrubs, and trees with sufficiently transparent canopies that permit views of the building façade. See Section 5.8, Landscape Standards for additional requirements.

Figure 5-11~~0~~ Arcade Frontage

Section 5.6 Street Layout

5.6.1 Purpose

The U.S. Vets Transitional Housing Program Campus circulation system is based on the design principle that understands streets as linear public spaces with a multitude of functions (see Public Realm area). Streets are planned as an integral part of the public realm rather than transportation utilities with the sole purpose of moving automobiles. Therefore, circulation in the plan area shall be provided through a multimodal, interconnected and hierarchical system of thoroughfares that balances the needs of automobile traffic, pedestrians, bicyclists, and potentially transit. This section provides the standards for a range of thoroughfares that may be located in the Specific Plan area. These standards ensure that the plan area provides safe, attractive and interesting routes for pedestrians, bicyclists and automobiles, in order to provide genuine transportation choices and encourage non-motorized trips for much of the internal traffic. This reduction in vehicle trips increases the efficiency and performance of the streets and parking areas and may allow street cross sections with fewer lanes and smaller, shared parking areas than conventional development would require.

5.6.2 Vehicular Circulation

The vehicular circulation system consists of a hierarchy of thoroughfares, including Arterials that bound the plan area on three sides (Cactus Avenue, Riverside Drive north of Meyer Drive, and Heacock Avenue), Major Connectors that provide primary access to the plan area from adjacent streets (Meyer Drive and Riverside Drive), and Minor Connectors that provide local access and circulation. The Specific Plan proposes two primary entry points into the plan area, one at 6th Street and the other at 4th Street. The internal campus circulation of a loop road that provides circulation and primary access throughout the campus building areas.

5.6.3 Emergency and Service Vehicle Access Points

To reduce emergency response time and minimize conflicts between emergency vehicles and regular traffic as well as pedestrians the Specific Plan will provide emergency access to the site per fire and police standards and requirements.

5.6.4 Pedestrian Circulation

The pedestrian circulation system primarily consists of continuous sidewalks along the proposed Major and Minor Connectors ~~(see Vehicular Circulation Diagram)~~, which are intended to provide the primary access to all buildings in the plan area. These sidewalks are complemented by lateral walkways that provide access to individual building entrances, open spaces and plazas located in the building areas. Further walkways and trails may be located in the Public Realm area and the building areas to provide additional pedestrian routes for secondary access or recreational use. All pedestrian

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walkways and trails shall be interconnected and form a continuous network of pedestrian routes.

5.6.5 Bicycle Circulation

The bicycle circulation system is based on a two-tiered approach. Experienced bicyclists and bike commuters may share the travel lane with slow moving vehicular traffic on internal streets. West of 6th Street where a higher volume of traffic is anticipated a multi-use trail located along the building frontages provides a continuous off -street path for recreational bicyclists and those less comfortable riding on the streets. See also Section 5.6.6, Street Layouts.

5.6.6 Street Layouts

The plan area circulation shall be developed using street layouts that support a balanced and hierarchical system. As described above the vehicular circulation system consists of a hierarchy of thoroughfares, including Arterials that bound the plan area on three sides (Cactus Avenue, Riverside Drive, and Heacock Avenue), Major Connectors that provide primary access to the plan area from adjacent streets (Meyer Drive, and a new street in the northern portion of the plan area connecting Riverside Drive and Cactus Avenue), and Minor Connectors that provide local access and circulation. Although minor connectors south of Meyer Drive are encouraged to provide bike lanes, they may not be provided if land use density and traffic volumes justify co-location of auto and bike trails. While all street layouts intend to balance the needs of all transportation modes, Major Connectors and Minor Connectors differ in focus and operational needs as follows:

 Major Connectors provide the primary vehicular access to the plan area. They are designed to accommodate more significant traffic loads and slightly higher traffic speeds than Minor Connectors. Travel lanes may be slightly wider, vehicular and pedestrian cross movements may be limited, and driveway access may be more constrained to reduce friction.

 Minor Connectors provide local access throughout the plan area. They are designed for slow moving traffic that is compatible with a vibrant pedestrian environment and frequent pedestrian crossings. Travel lanes shall be narrow to encourage slower speeds and ease in crossing. Additional turning lanes could be added at intersections as necessary for traffic operations. If roundabouts are deemed appropriate, they could be used at intersections for traffic control.

A series of Street Layouts is provided in the following discussions. Table 5-3, Street Layouts, identifies which Street Layouts are allowed for Major Connectors and Minor Connectors. Additionally, the selection of a Street Layout for a given location shall be based on capacity needs and context, with the goal to create a balance between the needs of all transportation modes. The internal loop circulation system will be designed as a private way / parking lot with 30 foot wide drive aisles and 18 foot deep

perpendicular parking stalls adjacent to the drive aisles where parking is proposed. The primary entrance to the site would be off of 6th Street and the secondary entry would be off of 4th Street.

Table 5-3 Street Layouts

Street Layout	Major Connector	Minor Connector
A: 2 travel lanes, parallel parking with parkway	X	P
B: 2 travel lanes, perpendicular parking with no parkway	P	P
C: 2 travel lanes, perpendicular parking with parkway	P	P
Notes: P = Permitted X = Not Permitted		

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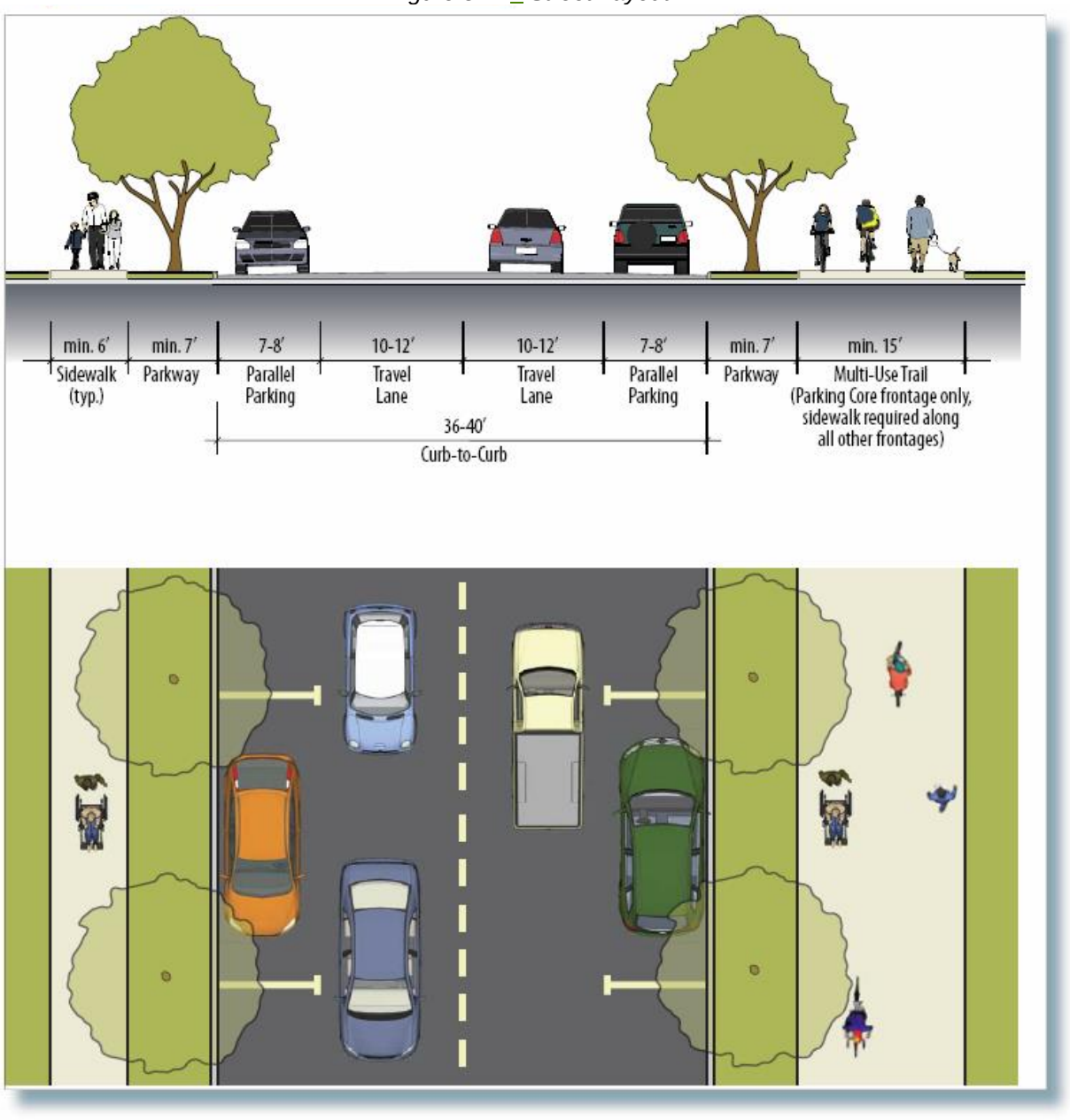
Street Layout A:

Street Layout A provides one travel lane in each direction, as well as parallel on-street parking on both sides. Sidewalks are provided on both sides of the street, separated from the street by landscaped parkways with street trees. All dimensions shall be as shown in Figure 5-1~~2~~2~~1~~, below.

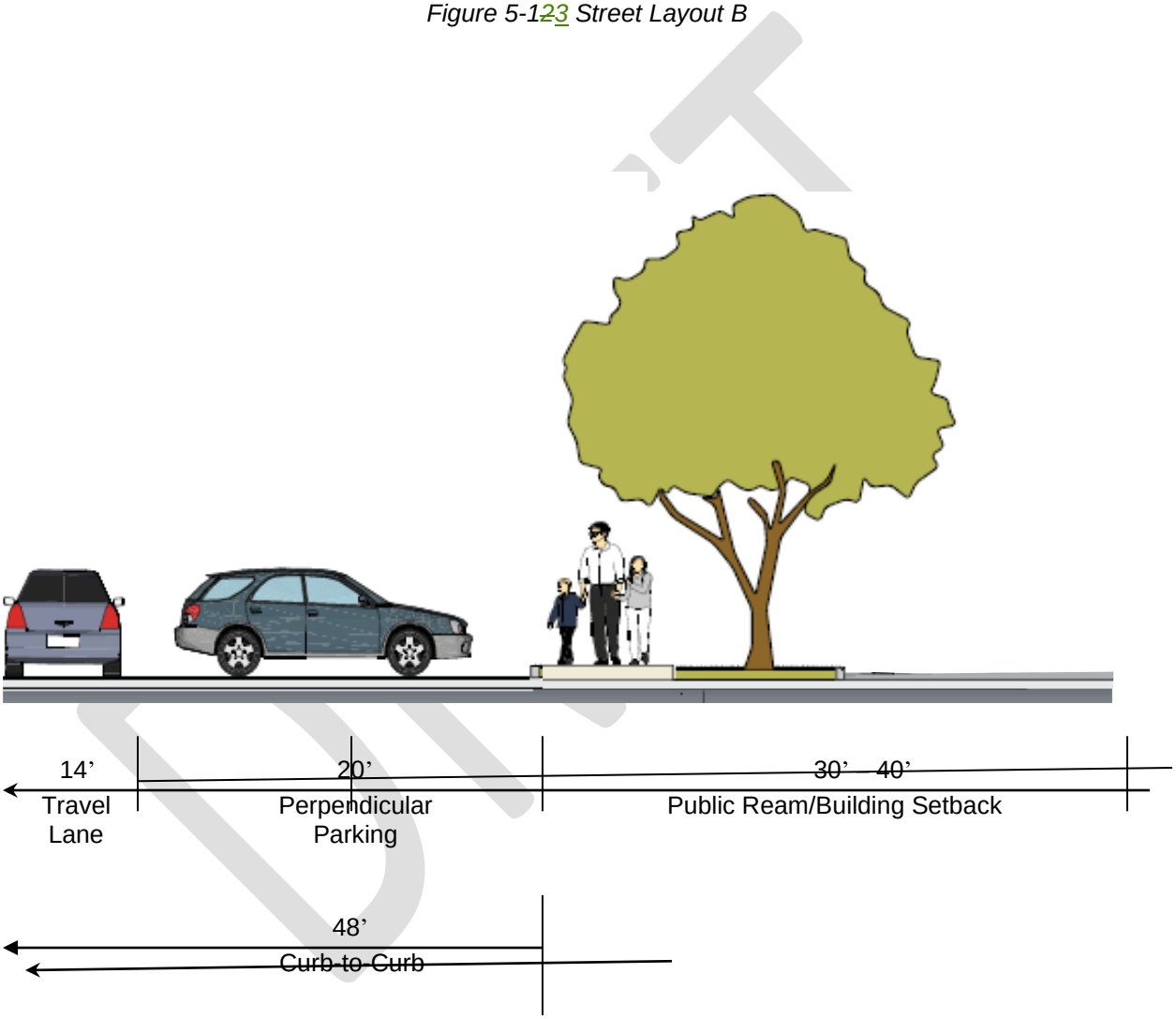
Figure 5-~~1~~12 Street Layout A



Street Layout B:

Street Layout B provides one travel lane in each direction. Perpendicular on-street parking is permitted on both sides of the street. Sidewalks are provided on both sides of the street, adjacent to the back of the parking stall curb. All dimensions shall be as shown in Figure 5-1~~2~~3 below.

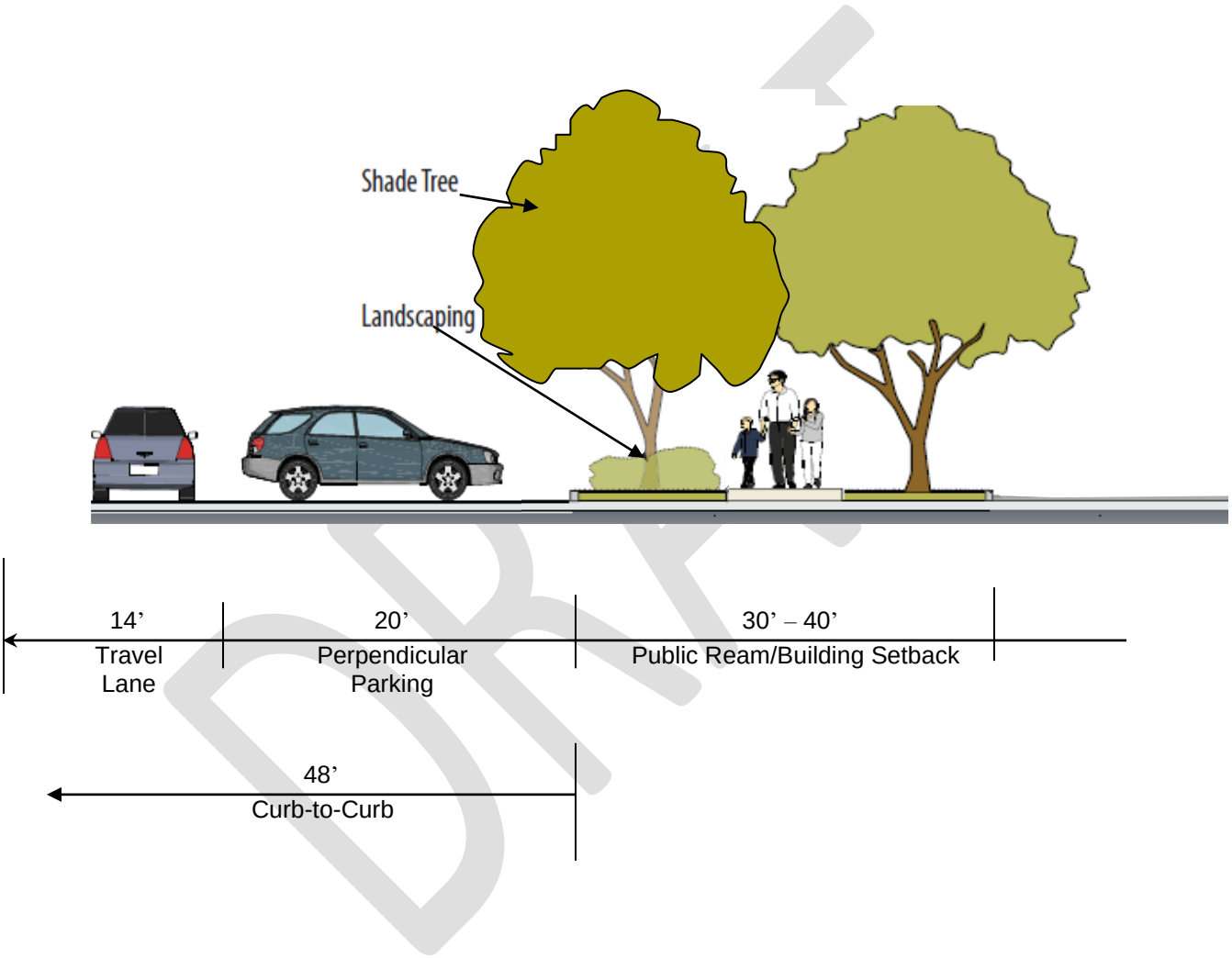
Figure 5-1~~2~~3 Street Layout B



Street Layout C:

Street Layout C provides one travel lane in each direction. Perpendicular on-street parking is permitted on both sides of the street. Sidewalks are provided on both sides of the street, separated from the street by landscaped parkways with street trees. All dimensions shall be as shown in Figure 5-1~~43~~ below.

Figure 5-1~~43~~ Street Layout C



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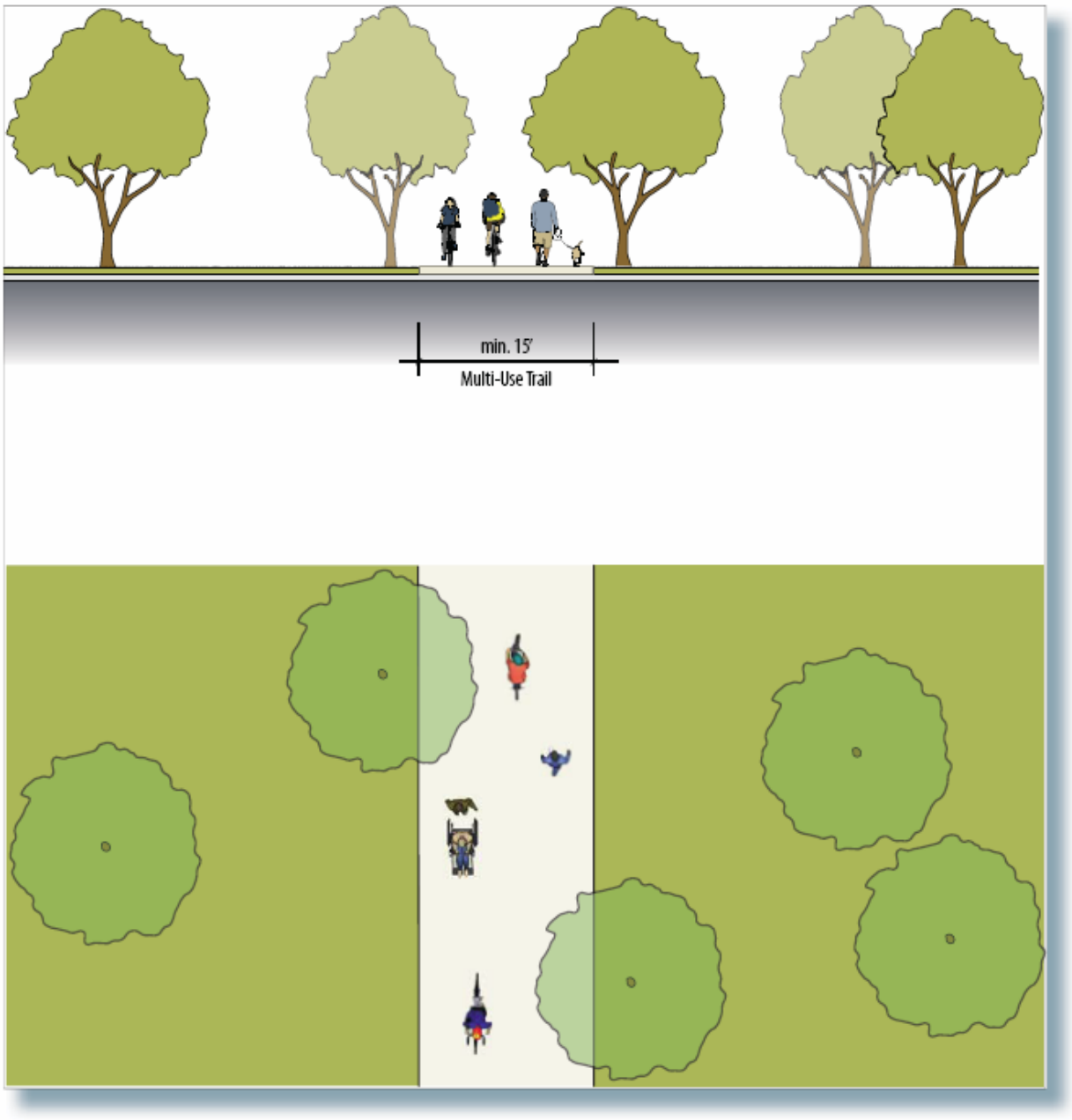
5.6.7 Multi-Use Trail Standards

Multi-Use Trails may be provided for shared use of pedestrians and bicyclists apart from the street. Multi-Use Trails shall be paved and at minimum 15 feet in width, and ADA-compliant. Multi-Use Trails are intended for recreational use in a park-like setting and shall not be meandering, as shown in Figure 5-154.

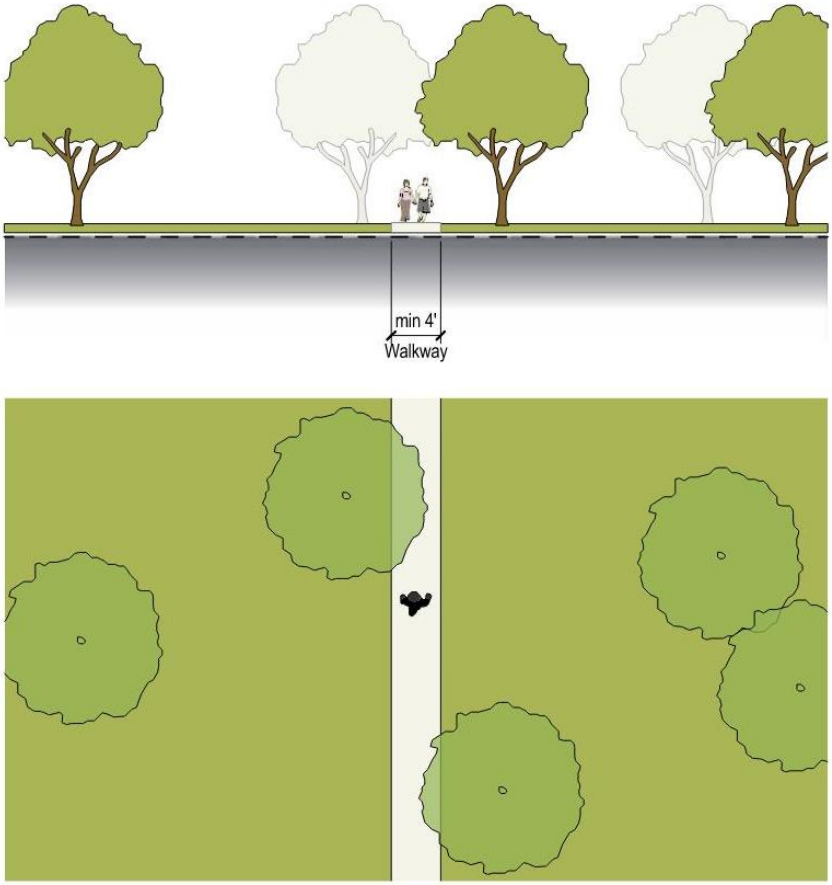
Figure 5-154 Multi-use Trail Layout



5.6.8 Pedestrian Walkway Standards

In addition to the sidewalks along the proposed Connectors, paved walkways are intended to provide access to individual building additional pedestrian routes for secondary access or recreational use. Walkways shall be made of poured concrete or pavers, and shall be at a minimum ~~six~~ four feet in width. Walkways shall be in compliance with the Americans With Disabilities Act (ADA). Walkways are intended for formal access and circulation, as illustrated in Figure 5-1~~5~~6; they may be straight or curved per the individual site or open space design, but shall not be meandering.

Figure 5-1~~6~~5 Pedestrian Walkway Layout



5.6.9 Pedestrian Crossings

Safe and convenient pedestrian crossings are an integral element of the Project pedestrian circulation system. To ensure safety and convenience pedestrian crossings in the plan area the following standards shall apply.

 Crosswalks shall be at minimum six feet in width and perpendicular to the travel lanes.

 Crosswalks shall be located to provide convenient access between major building entrances. The spacing between crosswalks shall not exceed 300 feet.

 Curb extensions (or bulb-outs) at all crosswalks shall be required in order to:

- O improve visibility of pedestrians waiting to cross and approaching vehicles;
- O visually narrow the perceived street width to encourage slower traffic speeds; and
- O balance pedestrian safety, streetscape aesthetics, and vehicle operations.

 Curb extensions shall replace the parking lane and shall encroach into the roadway width by the parking lane width.

 All crosswalks shall comply with the Americans with Disabilities Act.

 All crosswalks shall be clearly marked to heighten driver awareness and improve visibility of both the crosswalk and pedestrians. Acceptable methods include colored pavement or pavers, and ladder pavement markings. See Figures 5-1~~6~~7 and 5-1~~7~~8.

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Figure 5-176 Crosswalk With Colored Pavement

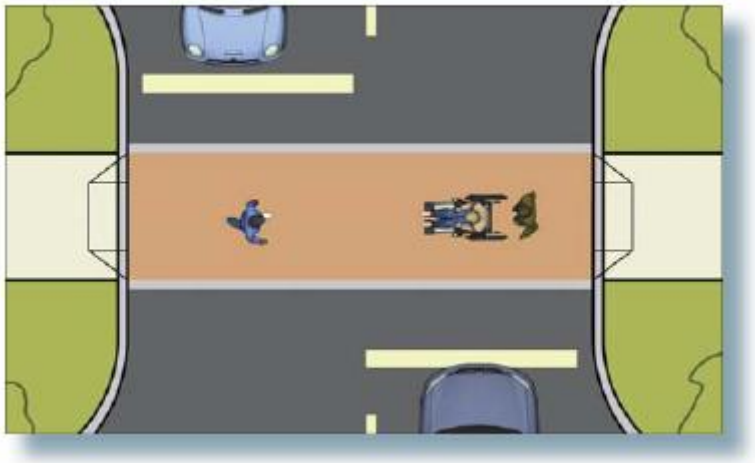
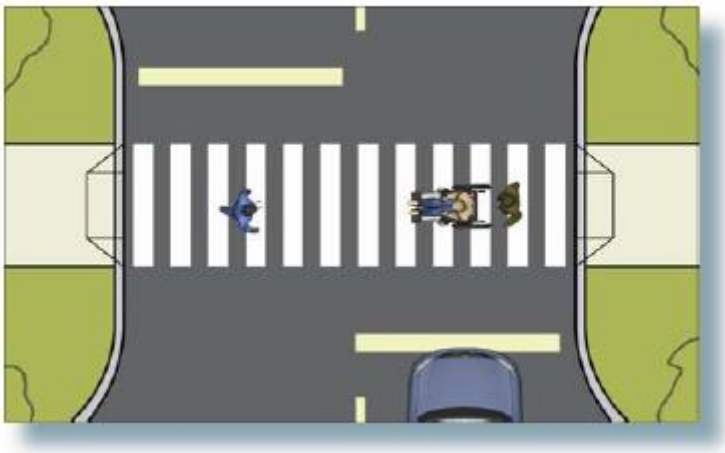


Figure 5-178 Crosswalk With Ladder Pavement Marking



 All crosswalks shall be provided with signs indicating the crosswalk to drivers. Pedestrian activated signals shall be provided when required by the March JPA engineer for the promotion of public safety.

Figure 5-1~~8~~9 shows a typical crosswalk configuration for a Street Layout without median.

Figure 5-1~~8~~9 Typical Pedestrian Crossing Without Refuge

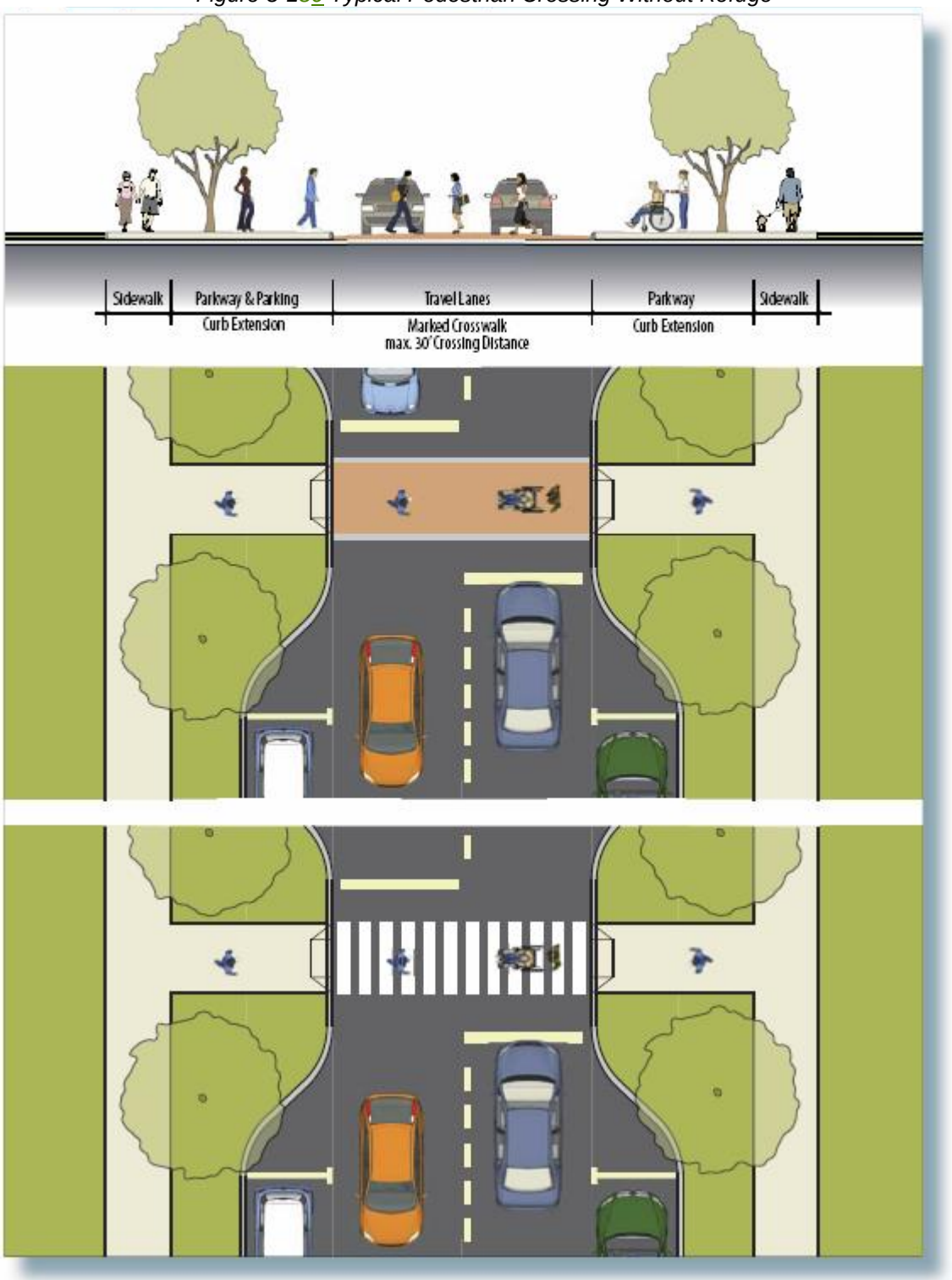
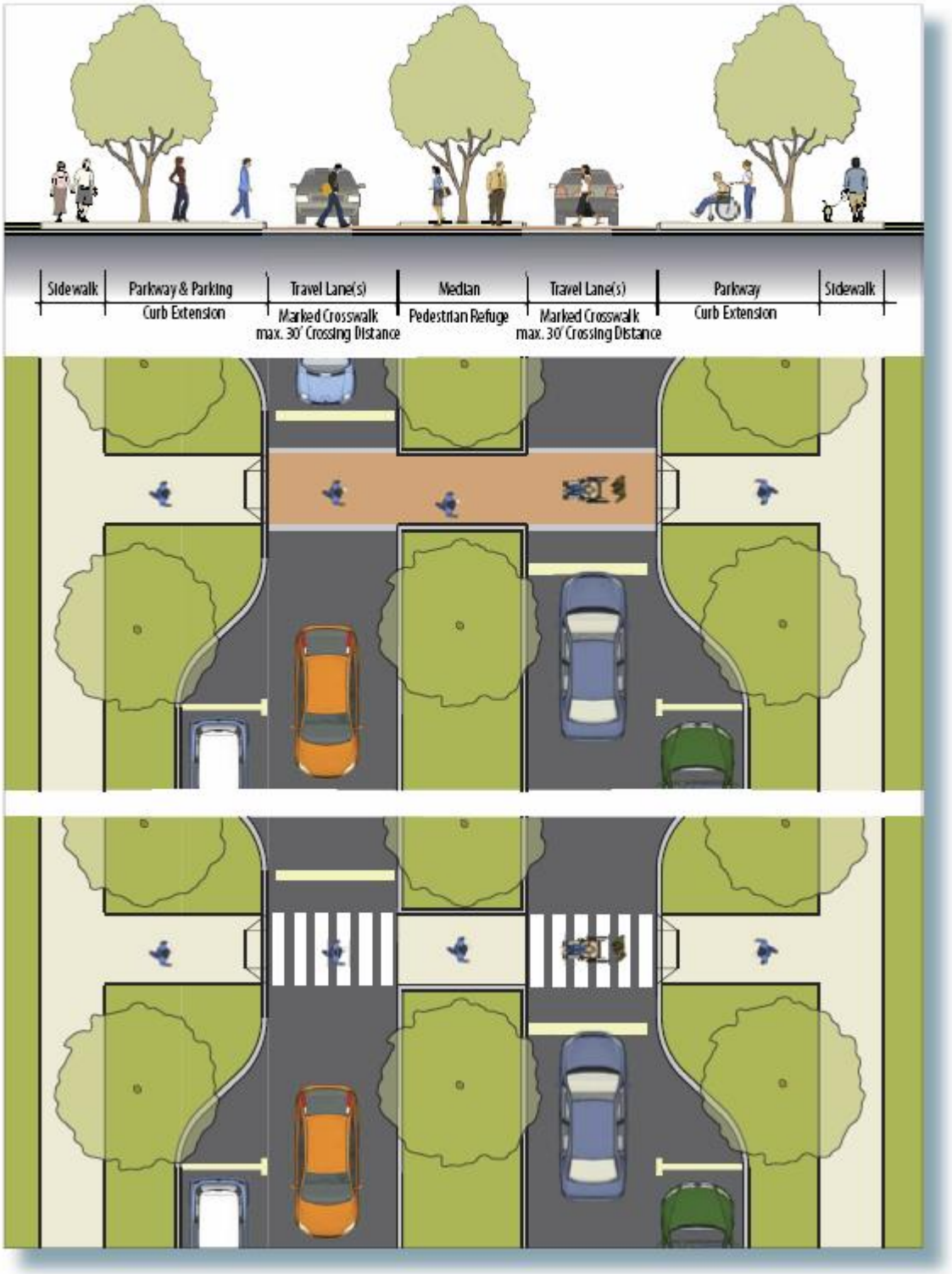


Figure 5-~~19~~ 20 shows a typical crosswalk configuration for a Street Layout with median.

Figure 5-~~19~~ 20 Typical Pedestrian Crossing With Refuge



Section 5.7 Parking Standards

5.7.1 Purpose and Applicability

The Parking Standards describe parking strategies for the U.S. Vets Transitional Housing Program Campus and regulate off -street parking requirements, parking location, and design aspects of parking areas.

5.7.2 Parking Requirements

The following parking standards (Table 5-4) shall apply to the Specific Plan Area:

Table 5-4. Parking Ratios

Type	Ratio	Units/Area	Stalls Req'd	Parking Added Per Phase	
Phase I				Onsite	Offsite
Residents	.5 per unit Table 4-5 Institutional Residential	128	64		
Support	1 per 400 sf Table 4-5 General Medical Office	0	0		
Parking Required			64	60	45
Type	Ratio	Units/Area	Stalls Req'd	Parking Added Per Phase	
Phase II				Onsite	Offsite
Residents	.5 per unit	105	53		
Support	1 per 400 sf	22,400 sf	56		
Parking Required			109	94	24
Type	Ratio	Units/Area	Stalls Req'd	Parking Added Per Phase	
Phase III				Onsite	Offsite
Residents		90	45		
Support		0	0		
Parking Required			45	0	23
Total Parking Required		218			
Total Parking Provided		246			
Total On-Site				154	
Total Off-Site					92

Type	Ratio	Units/Area	Stalls Required
Required			
B1, B2, B3			121
B4, B5	.89	68	61

Support (B4)	1/1,000	+/- 1,800 SF	2
Employee (B4)		3	3
Total Required			**187**
To be Provided			**189**

Long-term parking shall be accommodated on the street and along the Public Realm area. The location of parking areas and the manner in which they are accessed are specified in the Development Standards.

The parking requirements for institutional residential uses include on-street parking.

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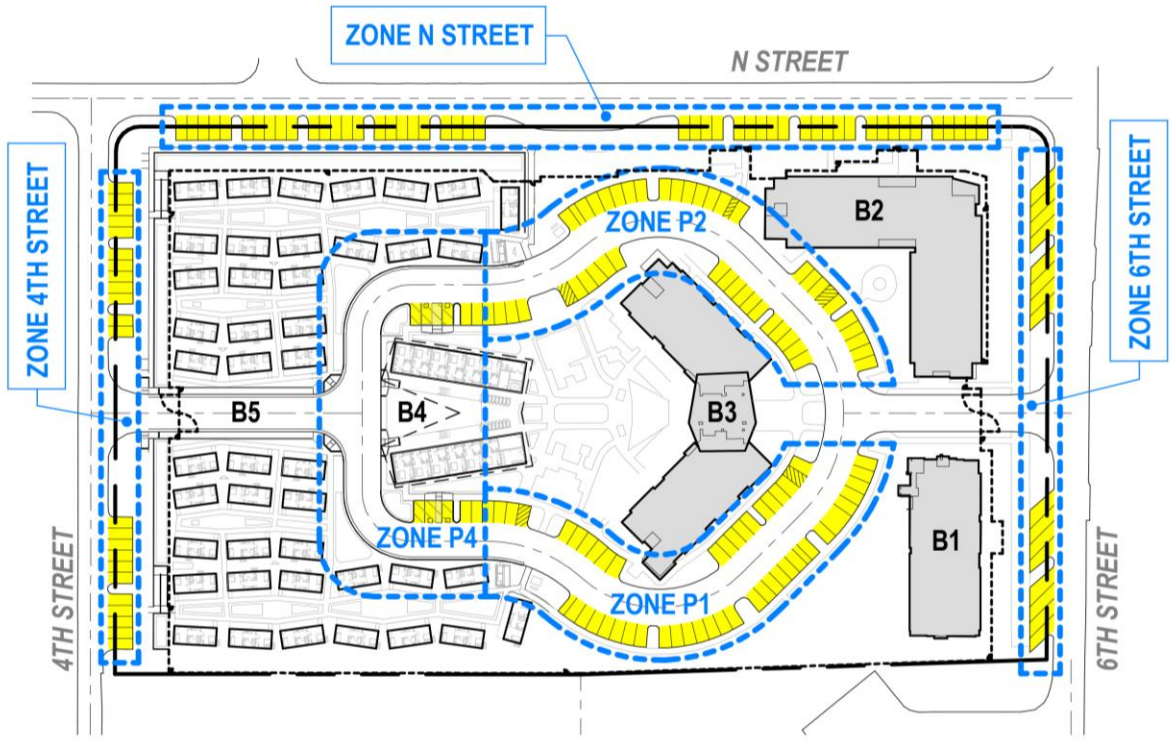
~~This~~ Figure 5-21 shows the layout of required parking stalls by zone.

Figure 5-21 Parking ~~Layout~~by Zone



PROPOSED PARKING DIAGRAM

LEGEND
Parking Spaces
Parking Zones

NORTH

0 30 60 120 240

1 inch = 120 feet

Zones Below Correspond to Parking Study

Zone P1	49 Spaces
Zone P2	43 Spaces
Zone P4	10 Spaces
Zone N Street	48 Spaces
Zone 4th Street	23 Spaces
Zone 6th Street	16 Spaces

Total Number of Spaces to be Provided on Site: **189 Spaces**

5.7.3 Accessible Parking Requirements:

The following requirements for handicapped accessible parking are intended to be consistent with the state law requirements at the time of the adoption of this Specific Plan. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this Specific Plan.

 Each parking lot shall provide accessible parking spaces at the rates identified in Table 5-5.

Table 5-5: Accessible Parking Requirements

Total Spaces Provided	Number of Accessible Spaces Required
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

 Each accessible parking space shall be 14 feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of 18 feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of 23 feet for the two spaces.

 One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot

wide loading area.

 When less than five parking spaces are provided, at least one shall be 14 feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

 Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

 In each parking area, a curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed.

 Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

 The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot in any direction.

 Notwithstanding the off -street parking requirements of this Specific Plan, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

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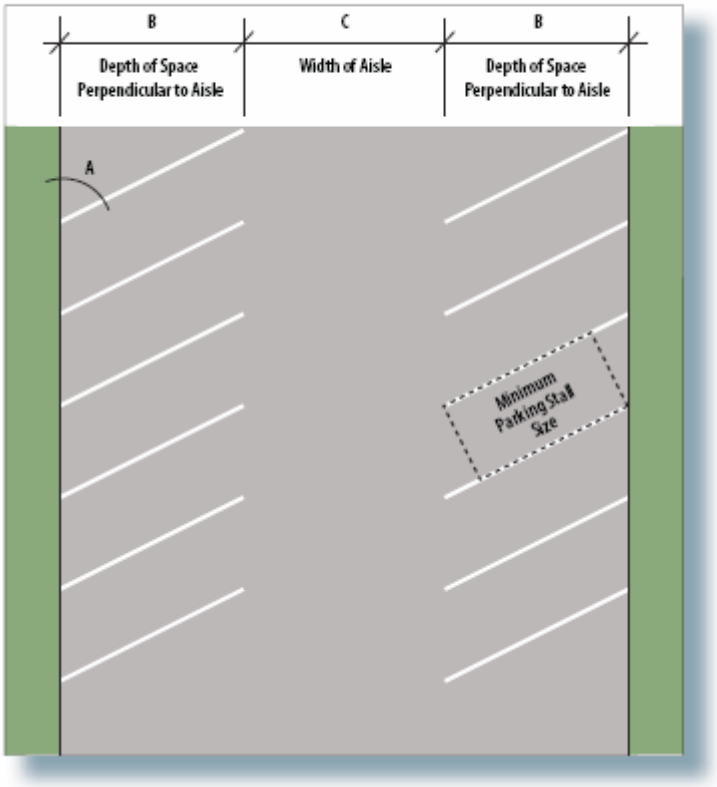
5.7.4 Parking Lot Standards

All parking lots located in the Project area shall comply with all applicable requirements contained in this Section.

 Parking spaces shall be a minimum of nine feet in width by ~~19~~ 18 feet in depth. In angled parking configurations stalls shall be large enough to fully contain a rectangle with the minimum stall dimensions, as shown in Figure 5-~~20~~22. The paved parking stall depth may be decreased by up to two feet by providing an equivalent vehicle overhang into landscaped areas.

Figure 5-~~20~~22: Minimum Stall Dimensions



 Pairs of on site parking spaces for use by employees of a single use may be provided in tandem configuration (one behind the other) when approved by the JPA Planning Director.

 Parking lot aisles shall not exceed five percent slope and shall have minimum dimensions as identified in Table 5-6. Figure 5-20 illustrates a basic parking lot configuration.

Table 5-6: Minimum Parking Lot Dimensions

	A	B	C
Traffic Flow	**Angle of Parking**	**Minimum Depth of Space Perpendicular to Aisle**	**Minimum Aisle Width**
2-Way	90	18	24
2-Way	60	21	24
2-Way	45	20	24
1-Way	90	18	22
1-Way	60	21	16
1-Way	45	20	14

1 - Depth may be decreased by up to two feet by providing an equivalent vehicle overhang into landscaped areas.
2 – Limited to 30 percent of the number of spaces for each parking lot.

 All parking areas shall be permanently paved and shall be separated from landscaped areas by curbs. Concrete wheel stops shall be prohibited.

Parking Lot Access and Circulation:

 Where available, parking lots shall be accessed from a drive aisle. Additional driveway access shall be limited per applicable zone standards. Driveway curb cuts shall not be permitted within 100 feet of any intersection or curb cut.

 Driveways providing access to a parking lot shall allow for stacking distance of at least 30 feet back from the property for exiting vehicles. The stacking distance shall be clear of intersecting vehicles from parking aisles or spaces.

 The entrances to a parking lot driveways shall be detailed with enhanced pavement, such as pavers or stamped concrete. Where a driveway and a sidewalk intersect, the sidewalk shall be the dominant feature and continue without change in grade or material.

 Driveways and drive aisles may be utilized for internal circulation. Driveways and drive aisles 24 feet in width, or as required by the Fire Department.

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Parking Lot Pedestrian Access:

 Pedestrian walkways shall comply with the regulations set forth in Section 5.6.6, Street Layout. Vehicle overhangs shall not encroach into the minimum width.

 Pedestrian walkways shall be provided as follows:

O At least one walkway shall be provided for each parking lot for pedestrian circulation and building access.

O Parking lots shall comply with Uniform Federal Accessibility Standard and the Americans with Disabilities Act (see 4.8.4 Accessible Parking Requirements above).

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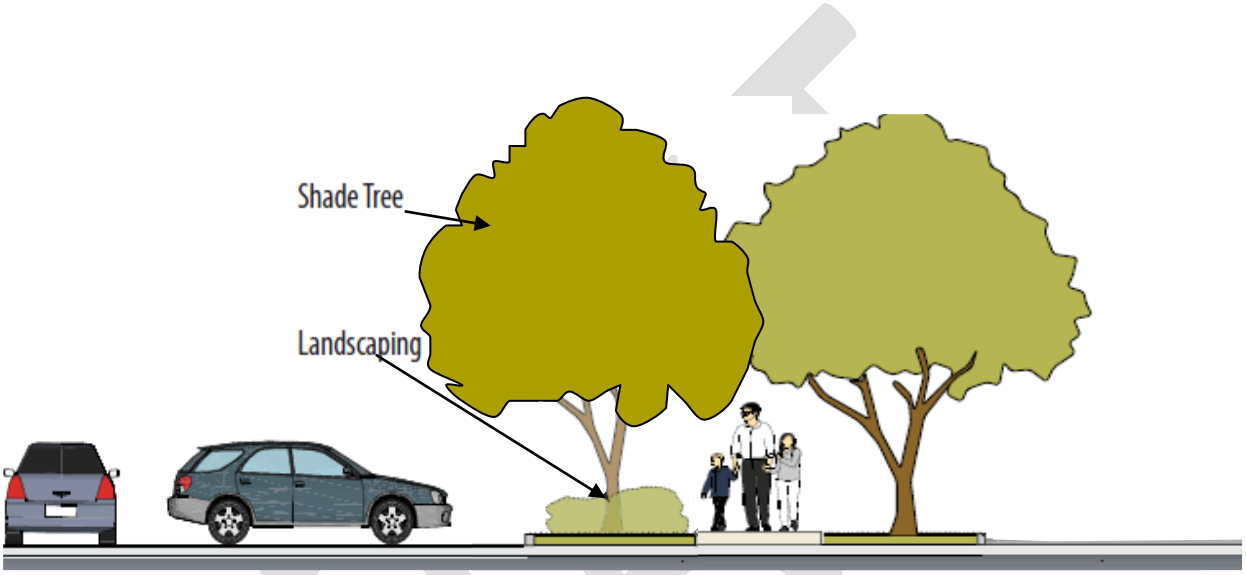
Street Parking Landscaping:

 Street parking areas where landscaped planters and tree wells are provided shall have a minimum width of not less than seven feet and shall be protected from vehicle overhang through the provision of curbs and/or car stops. Any vehicle overhang shall require the minimum planter area width to be expanded by an equivalent dimension, as shown on Figure 5-~~21~~23.

Figure 5-~~21~~ 23 Landscape Screen A



 Trees shall be planted per the applicable sections of the Landscape Standards (see Section 5.8).

 Public street parking areas shall be set back from the property line per applicable area standards. A continuous screen along public streets shall be created through a combination of public realm area landscaping and architectural building features.

 All lighting used to illuminate a parking lot shall be shaded or diffused so as to reflect the light away from the adjoining property and from public rights-of-way. Light fixtures shall match or be compatible with the street light fixtures.

 Where parking stalls directly abut sidewalks with no parkway or planter separations, car stops shall be required, as shown in Figure 5-~~22~~24.

Figure 5-~~22~~ 24 Landscape Screen B

 All parking areas shall be graded and provided with drainage facilities for the disposal of storm water without surface flow over sidewalks or walkways.

 Landscaping shall be limited to 36 inches in height, measured from top of curb within 25 feet of any driveway entrance to ensure visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of eight feet.

 Additional standards for parking areas are included in Section 5.8 (Landscape Standards).

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Section 5.8 Landscape Standards

Landscaping will be a critically important design element in the design of the Specific Plan. It should be used to create a unifying theme throughout the Campus while providing flexibility for individual buildings and settings within the community to display their distinct identity. In the Specific Plan, landscaping should provide the common link that ties the Campus together. Through the use of attractive water efficient plants in natural settings, the landscape architecture can provide a water wise yet lush and natural environment. This section describes the minimum landscape requirements that shall be followed in the design of the improvements within the Specific Plan. The landscape should help to express Specific Plan Cutting Edge innovative design features and shall:

- Define, unify and enhance the public space.
- Enhance and define the Specific Plan entries.
- Screen views of parking, loading, and service areas and provide a buffer from adjacent areas.
- Soften uninterrupted architectural massing.
- Complement the structures and their orientation on the site.
- Help define building entries.
- Provide shelter from the environment. Development within the Specific Plan area shall comply with these landscaping and irrigation guidelines. In the event of a conflict between other agency guidelines and these guidelines, these guidelines shall govern. Unless prohibited due to difficulties on a specific site, development shall comply with the following Landscaping and Irrigation guidelines.

Drought Tolerant Plant Palette

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5.8.1 Landscape and Irrigation Guidelines

Landscaping will be the unifying element within the Specific Plan that promotes the campus character envisioned by the preceding development guidelines. The provisions of these guidelines, plans and specifications shall apply as follows:

 Landscaping shall be selected from the Plant Palette included in Appendix H.

 All areas not devoted to parking, drive aisles, walkways, building, or other operational hardscape areas shall be landscaped and permanently maintained.

 To complement building elevations, landscape areas shall be provided adjacent to all building elevations that are visible from streets or on site public use areas. The planting area dimensions shall be consistent with plant material requirements and the purpose of the plantings (i.e., aesthetics, screening, environment mitigations, air quality, wind, etc.).

 All landscaped areas shall be protected or delineated with minimum 6 inch concrete curbs, concrete mow strips or equivalent as approved by March JPA. This requirement may be waived as necessary to address water quality management requirements.

 Concrete gutters or swales shall not be used to drain landscaped areas. Underground drainage facilities shall be provided where surface conveyance of runoff would damage and/or erode planting areas or cross sidewalks.

 Permanent automatic irrigation facilities shall be provided in all landscape areas, except those planned as soft bottom swales for water quality management purposes. Smart Timer devices shall be incorporated into all irrigation systems.

 All trees will be planted and staked per March JPA standards. All trees planted in turf shall receive Arbor Guards to prevent damage from mowers and edgers, etc. Root barriers shall be required where trees are planted within six feet of hardscape or walls.

 All plant materials shall be planted in the following sizes and shall be in accordance with all March JPA standards and minimum requirements:

O Trees: 25 percent of the site trees (excluding street and screen trees) provided shall be a minimum 24 inch box; the balance of the trees shall have a minimum size of 15 gallons. Larger specimen trees are required for entry points and in gathering areas.

O Shrubs: The majority of all shrubs used shall have a minimum size of five gallons. Smaller shrubs may be used where appropriate due to plant species growth characteristics (e.g., smaller plants will be easier to establish or will result in greater plant size in a shorter period of time).

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5.8.2 Low Water Use Design Requirements Plant Requirements

The design of a planting plan for Specific Plan shall reduce Potable water consumption for irrigation by 50 percent from a calculated mid-summer baseline case. Reductions shall be attributed to any combination of the following items:

 Plant species factor

 Irrigation efficiency

 Use of captured rainwater

 Use of recycled rainwater

 Use of recycled wastewater

 Use of water treated and conveyed by a public agency specifically for non-potable uses.

 Promote water-efficient landscaping, water use management and water conservation through the wise use of turf areas and the appropriate use of
irrigation technology and management.

 Reduce water demands from landscapes without a decline in landscape quality or quantity.

 Retain flexibility and encourage creativity through appropriate design.

 Assure the attainment of water-efficient landscape goals by requiring that landscape not exceed a maximum water demand of 80 percent of its reference evapotranspiration (ETo) or any lower percentage as may be required by state legislation.

 Eliminate water waste from overspray and/or runoff .

 Group plant types together in regards to their water, soil, sun and shade requirements and in relationship to the buildings. Plants with different water needs shall be irrigated separately. Plants with the following landscape coefficients shall be (0.6-0.4), moderate (0.6-0.4) and low (0.3-0.1), low (0.3-0.1) and very low (<0.1). Whichever classification has the highest landscape coefficient in each grouping will determine the amount of water applied to that specific hydrozone. Deviations from these groupings shall not be permitted.

 Provide trees for shade which will conserve energy and water; trees may be deciduous or evergreen.

 Soil tests are required for appropriate specifications of soil amendments, and to

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facilitate selection of prescribed water efficient plant species suitable for the site. Soil amendments such as compost shall be provided to improve water holding capacity of the soil where soil conditions warrant.

 Cover all exposed surfaces of non-turf areas within the developed landscape area with a minimum three inch layer of mulch. In areas with groundcover planted from flats, the mulch depth shall be one and one half inches. The preceding does not apply to those areas where decomposed granite shall be the specified ground cover.

 Design turf areas wisely in response to functional needs and in compliance with the Riverside County Water Budget Formula. Planting plans shall identify the following:

- New and existing trees, shrubs, ground covers, and turf areas within the developed landscape area.
- Planting legend indicating all plant species by botanical name and common name, spacing, and quantities of each type of plant container size.
- Designation of hydrozones.
- Area, in square feet, devoted to landscaping and a breakdown of the total area by landscape hydrozones broken down into their respective landscape coefficients.
- Property lines, streets, and street names.
- Building locations, driveways, sidewalks, retaining walls, and other hardscape features.
- Appropriate scale and north arrow.
- Planting specifications and details, including the recommendations from the soils analysis, if applicable.

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Drought Tolerant Plant Palette

Irrigation Requirements

The design of the irrigation system for the U.S. Vets Transitional Housing Campus shall adhere to the following:

 All irrigation systems shall be designed to prevent run-off , over-spray, low-head drainage and other similar conditions where water flows off site on to adjacent property, non-irrigated areas, walk, roadways, or structures. Irrigations systems shall be designed, constructed, managed and maintained to achieve as high an overall efficiency as possible.

 All irrigation systems shall be designed and built for reclaimed water. Reclaimed water is currently not available for the site, but the systems will be designed to accommodate future conversions as required.

 All landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or durations of irrigation events in response to changing weather conditions. The planting areas shall be grouped in relation to moisture control zones based on the similarity of water requirements (i.e. turf separate from shrub and groundcover, full sun exposure areas separate from shade areas; top of slope separate from toe of slope, etc.) Additional water conservation technology may be required; where necessary, at the discretion of the Planning Director.

 Water systems for common open space areas shall use non-potable water, if approved facilities are made available by the water purveyor. Provisions for the conversion to a non-potable water system shall be provided within the landscape plan. Water systems designed to utilize non-potable water shall be designed to meet all applicable standards of the California Regional Water Quality Control Board and the Riverside County Health Department.

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 Separate valves shall be provided for separate hydro-zones, so that plants with similar water needs are irrigated by the same irrigation valve. All installations shall rely on the latest developments in highly efficient irrigation systems to eliminate runoff and maximize irrigation efficiency.

 All irrigation systems shall be equipped with the following:

O A backflow prevention valve;

O A smart irrigation controller;

O Anti-drain check valves installed at strategic points to minimize or prevent low-head drainage; and

O A pressure regulator when the static pressure exceeds the maximum recommended operating pressure of the irrigation system.

Implementation

All landscaping and irrigation plans shall comply with the following requirements:

 Landscaping plans shall be prepared using the Water Budget Formula from the County of Riverside. In addition, landscaping plans shall provide a water budget which includes estimated annual water usage (in gallon/acre feet) and the area (in square feet/acres) to be irrigated and precipitation rates for each valve circuit. Separate valves shall be provided for separate water-use planting areas, so that plant materials with similar water needs are irrigated by the same irrigation valve. The Estimated Annual Water Use, (EAWU), shall not exceed the Maximum Applied Water Allowance, (MAWA).

 Landscape plans shall consist of separate planting and irrigation plans, both drawn at the same size and scale. Planting plans shall accurately and clearly include the following information:

O New and existing trees, shrubs, ground covers, and turf areas within the developed landscape area.

O Planting legend indicating all plant species by botanical name and common name, spacing, and quantities of each type of plant by container size.

O Designation of hydrozones.

O Property lines, streets, and street names.

O Building locations, driveways, sidewalks, retaining walls, and other hardscape features.

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O Appropriate scale and north arrow.

O Planting specifications and details, including the recommendations from the soils analysis, if applicable.

O Irrigation plans shall identify and site the following:

O Irrigation point of connection (POC) to the water system.

O Static pressure at the water system.

O Location and size of the water meter(s).

O Location, size and type of all components of the irrigation system, including smart controllers, main and lateral lines, valves, sprinkler heads, nozzles, emitters, pressure regulators, drip and low volume irrigation equipment.

O Total flow rate (gallons per minute), and design operating pressure (psi) for each overhead spray, rotor and bubbler circuit, and total flow rate (gallons per hour) and design operating pressure (psi) for each drip and low volume irrigation circuit.

O Precipitation rate (inches per hour) for each overhead spray circuit.

O Irrigation legend with manufacturer name, model number, and general description for all specified equipment, separate symbols for all irrigation equipment with different spray patterns, spray radius, and precipitation rate.

O Irrigation system details for assembly and installation.

O Calculation of the Maximum Applied Water Allowance and the Estimated Annual Water Usage using the water budget formula contained in the County of Riverside Guide to California Friendly Landscaping.

If the water purveyor for a proposed project has adopted more stringent water-efficient landscaping requirements, as determined by the Planning Director, all landscaping and irrigation plans submitted shall comply with the water purveyor's requirements. Said plans shall be accompanied by a written approved document from the water purveyor delineating each requirement.

5.8.3 Entry Monumentation

Major entrances into the Specific Plan should communicate that one is entering into a State-Of-The Art Transitional Housing Campus. Specific Plan entries shall be designed with landscaping and architectural treatments that project a high quality image for the

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Campus. Entry Monumentation shall be designed to inform, create an identity, complement each other and reinforce the Specific Plan theme. Planting plans around monuments shall identify the following:

 Monumentation Landscape will be planted with mostly drought tolerant trees, shrubs and groundcovers.

 Only two plant types require moderate water (plant factor 0.6 to 0.4), the remaining plant material have plant factors within the low range for water use, (which is 0.3 to 0.1).

 All trees shown shall be 24 inch box size. Shrubs size shall be five gallon and groundcover shall be planted from flats 12 inch on center unless otherwise stated on plans.

 In landscaped planters adjacent to the street and on those corners of entry monumentation closest to the street, ground cover shall be of a plant type.

 In non-adjacent street planters the groundcover may be decomposed granite.

 The use of turf is prohibited; attractive drought tolerant ground covers shall be used in its place.

 Enhanced paving shall consist of a combination of colored and/ or stamped concrete and colored and/or textured interlocking concrete pavers.

 The hardscape shall be designed with clean lines forming a strong, modern design.

 Low walls, bermed landscape, shrub hedges or masses shall be planted to screen parked cars.

Entry Monumentation Example

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5.8.4 Enhanced Landscaping Around Buildings

The provisions of these landscape guidelines, plans and specifications shall apply to enhanced landscaping around buildings as follows:

- All areas not devoted to parking, drive isles, walkways, building or operational areas shall be landscaped and permanently maintained.

- To complement building elevations, landscape areas shall be provided adjacent to all building elevations that are visible from streets or on site public use areas. The planting area dimensions shall be consistent with plant material requirements and the purpose of the plantings (i.e., aesthetics, screening, environment mitigations, air quality, wind, etc.) Unless a groundcover or plant material is designed to be a hedge or a massed planting for screening purposes, plants will not be placed in such a way that they will overgrow one another in their mature state.

- As an energy conservation measure, landscape plans shall include shade trees around southerly building elevations where practical, and where such landscaping will not interfere with loading dock locations or impose other operational constraints.

- All landscaped areas are to be protected or delineated with minimum 6 inch concrete curbs, concrete mow strips or equivalent as approved by March JPA. This requirement may be waived as necessary to address water quality management requirements.

- Concrete gutters or swales shall not be used to drain landscaped areas. Underground drainage facilities shall be provided where surface conveyance of runoff would damage and/or erode planting areas or cross sidewalks.

- Permanent automatic irrigation facilities shall be provided in all landscaped areas, except those planned as soft bottom swales for water quality management purposes.

All plant materials shall be planted in the following sizes and shall be in accordance with all March JPA standards and minimum requirements:

- Trees: 25 percent of the site trees (excluding street and screen trees) provided shall be a minimum 24 inch box; the balance of the trees shall have a minimum size of 15 gallons. Larger specimen trees are encouraged for entry points and in gathering areas.

- Shrubs: The majority of all shrubs used shall have a minimum size of five gallons. Smaller shrubs may be used where appropriate due to plant species

growth characteristics (e.g. smaller plants will be easier to establish or will result in greater plant size in a shorter period of time).

Drought Tolerant Planting

The landscape design for the Specific Plan site shall include trees, shrubs, groundcovers and succulents included under the Acceptable Plant Materials list in these guidelines.

The developer shall be responsible for maintenance and upkeep of all landscaping around buildings.

Landscape coverage shall be a minimum of 10 percent of the total square footage of individual implementing development projects. Landscaping shall include a permanent automatic irrigation system controlled by a Smart Timer.

Where landscaping solutions are utilized for screening, landscaping shall be designed so that the landscape screen is full and dense within four years of the initial planting.

Trees that are utilized in the landscaping plan shall be a minimum of 15 gallon size trees.

The landscape around each building within the development is to be designed to correspond to the U.S. Vets Campus style.

Prior to the issuance of building permits, a landscape and irrigation plan in conformance with these guidelines shall be submitted to March JPA for review and approval.

All detailed landscaping plans for development around buildings shall be prepared by a qualified and licensed landscape architect for review by the JPA staff , they shall contain but are not limited to the following information:

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i. Final grading plans.

ii. Irrigation plans certified by a landscape architect or licensed landscaping consultant.

iii. Landscape plans certified by a landscape architect.

iv. Fence treatment plans.

All landscape plans shall utilize water conservation methods which may include, but are not limited to:

- Use of drought tolerant plants.
- All exposed surfaces of non-turf areas within the developed landscape area around
- buildings shall be mulched with a minimum three inch layer of material, except in areas with groundcover planted from flats where mulch depth shall be one and one half inches. (The preceding does not apply to those areas where decomposed granite will be used as the ground cover).
- Turf use shall be excluded from all areas except where needed for passive and active recreation or access (i.e., open space areas with picnic tables)
- Installation of drip irrigation systems where appropriate.
- Minimization of impervious surfaces.
- Landscaped areas designed to retain irrigation water.
- Use of Smart Timer automatic irrigation system technology.
- Grouping of plants with similar irrigation requirements to reduce over watering.
- Efficient irrigation system design that minimizes runoff and maximizes the amount of water that will reach the plant roots.

5.8.5 Parking Area Planting

The Project will provide on-street parking areas throughout the campus. Landscape planting areas can serve multiple purposes such as screening, managing traffic flows, providing protective barriers for people and property, offering shade and a cooler climate and creating aesthetic interest.

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Parking Area Planting

The following standards shall be applied to landscaping in all parking areas of over five spaces:

 Provide trees within the vehicular parking areas to attain a minimum 50 percent shade coverage of the parking area when the trees reach maturity (approximately 15 years).

 Parking lot planters shall have a minimum inside width of five feet and bounded on the outside by a 6 inch high concrete curb (or its equivalent). The requirement for an outside concrete curb may be waived for landscaped swales intended for water quality management purposes.

 End cap planters, adjacent to a parking stall, shall provide a 18 inch step-out next to the 6 inch curb. This may be concrete, decomposed granite or ground cover as determined by the March JPA.

 Parking lots adjacent to and visible from public streets shall be adequately screened from vehicle view through use of one or more of a combination of low walls, earth berms and landscape or with a 3-foot high landscape hedge of five gallon shrubs planted at 30 inches on center.

 The end of all parking rows adjacent to a drive aisle shall be protected by an end cap planter island/finger. These planters shall have a minimum inside width of 5-feet, excluding curbs and a step-out and a minimum length comparable to the abutting parking stall(s), inclusive of curbing.

 Parking areas shall be designed in a manner which links the build-ing to the street-sidewalk system, creating an extension of the pedestrian environment. This can be accomplished by using design features such as walkways with enhanced paving, trellis structures, and/or landscape treatment.

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 Vegetated swales may be provided between opposing parking stalls to allow pavement runoff to infiltrate into these areas for pollutant mitigation and rainwater infiltration as a method to manage water quality.

 Square or diamond planters, with an inside width of five feet shall be allowed between opposing parking stalls for tree plantings to aid in achieving the 50 percent shade coverage of the parking area when the trees reach maturity.

 A minimum of one tree per ten parking spaces shall be provided within the parking lot and its immediate perimeter.

5.8.6 Pedestrian Circulation Landscaping

Pedestrian circulation links are required to be provided to all courtyards, plazas, break areas, and healing gardens. The theme is meant to be expressed by the use of earth tone colors, attractively finished, modern looking metals, natural materials and an inviting landscape with common elements of seating, lighting and hardscape through-out. The following describe the pedestrian areas.

Courtyards, Plazas, and Break Areas

Courtyards, plazas, break areas, and/or healing gardens for use by residents, staff, program participants, and authorized guests will be included throughout the design of the U.S. Vets Campus as part of the ~~Publicly Accessible~~ Open Space and Landscaping Required in Public Realm (PR) and Building Areas. The PR area provides a 20-foot minimum area beyond roadway and parking areas for these purposes and 20 percent of the Campus is reserved for ~~Publicly Accessible~~ Open Space and Landscaping that would include courtyards, plazas, break areas, and open spaces. In addition, both public and private landscaped open spaces are permitted and in all other zones. The design of ~~Publicly Accessible~~Shared and Private Open Spaces, the interconnection of these areas between zones and adjacent sites, and the amount of space provided will be evaluated for consistency with the Specific Plan as part of Site Plan review.

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Courtyard with table and chairs

The administrative offices and related facilities will include colored and textured concrete paving, interlocking colored and textured concrete paving units, seating areas, theme light fixtures and trash receptacles.

All areas should be designed such that one would desire to spend some time in these spaces and where socializing and informal gathering would be encouraged.

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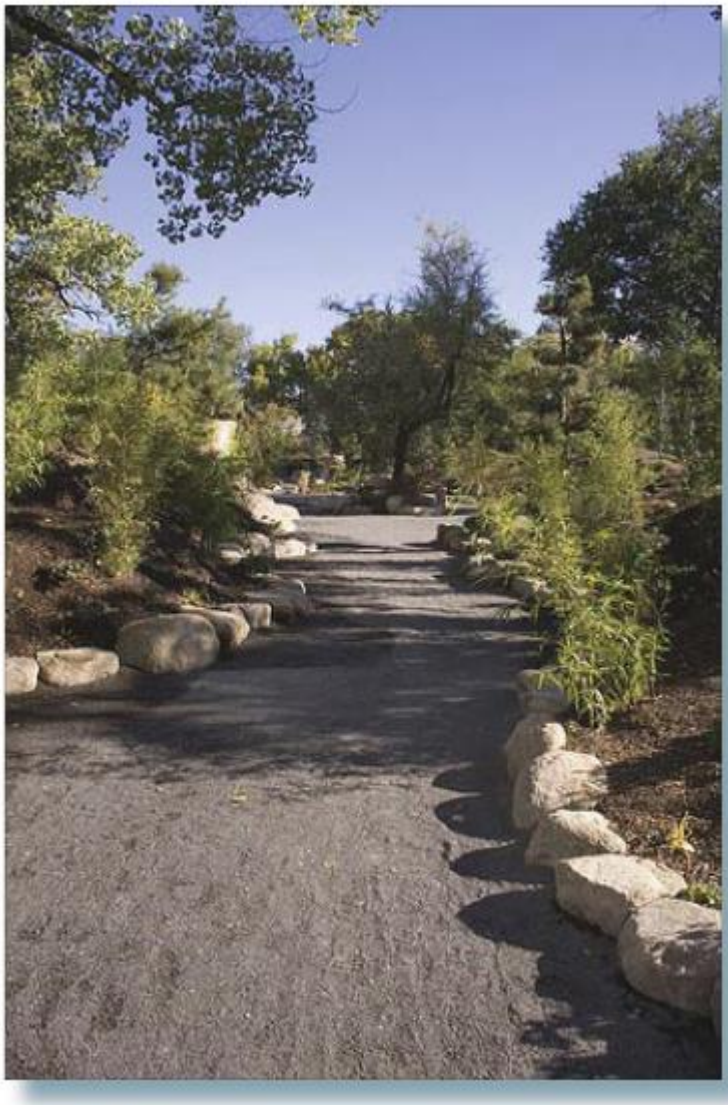
Pedestrian Links

Pedestrian links are required to connect buildings and parking areas within a Specific Plan area, and will provide links across 4th Street, 6th Street and N Street in order to connect the Specific Plan with surrounding uses. These links will consist of sidewalks, multiuse paths, and crosswalks. These walkway links are required to include a hierarchy of hardscape materials which may include broom finished natural sidewalks, colored textured concrete paving and/or interlocking concrete pavers at crosswalks.



Pedestrian Link

5.8.8 On site Lighting

The lighting plan for U.S. Vets Transitional Housing Campus requires adequate lighting levels for the safety and security of vehicular and pedestrian travel.

Outdoor Lighting Example

Outdoor Lighting Example

Uniform light standards are to be utilized with regard to style, materials, and colors in order to ensure consistent design based on the following standards and the approved master landscape plan and tentative track map. Additional lighting fixtures shall be well integrated into the visual environment and the appropriate theme.

 All street and parking lot light fixtures shall be of a compatible design. Additional lighting features for downward illumination of buildings and site features are encouraged to add interest to the site during evening hours.

 Light standards shall be located and designed to minimize direct illumination beyond the parking lot or service area.

 All exterior lighting designs shall address the issue of security. Parking lots shall be illuminated with at least five footcandles. Walkways from parking areas to building entries shall be illuminated with at least one footcandle. Building entries shall be illuminated with at least five footcandles. Light bollards shall be installed throughout the

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Specific Plan to illuminate all sidewalks and connecting walkways to at least one footcandle.

Outdoor Lighting Example

 Building-mounted lights are to be utilized solely for architectural purposes on the fronts and sides of buildings visible from the streets. Wall mounted lights are discouraged in these locations for general parking lot illumination. They are encouraged for general illumination at the section of a building facing the public right-of-way if designed to direct light downward and minimize direct illumination beyond the parking lot or service area.

 Lighting shall be directed, or shielded, to avoid intrusion into residential neighborhoods and to minimize spill light into the sky, adjacent properties and roadways. All lighting fixtures shall be manufactured of high quality materials that are compatible with Specific Plan area's design elements and adjacent architectural styles.

 Accent lighting, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, landscaping, parking and similar areas shall be focused, directed and arranged to minimize glare and illumination of streets or adjoining property or into the sky. Low intensity lighting and energy conserving night lighting is preferred.

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 Accent lighting shall be required for all permanent monument or project signage, or focal features such as fountains, overhead structures, and garden art objects, and may consist of downlights, spotlights, pole lights, bollards, or bar lights. Uplights shall be used only where they can be precisely directed at the object to be illuminated and will not direct light upward into the sky.

 Service area lighting shall be contained within the service area boundaries and enclosure walls.

 LED lighting shall be required unless no suitable LED lighting fixtures are available as determined by the March JPA.

The following standard fixtures shall be used, unless otherwise approved by March JPA:

 Light Column, Oval Series, Lumec lighting

 Solstice, Oval Series, Lumec lighting

 LEN_LED, Leonis Series, Lumec lighting

5.8.9 Site Furniture

A more pedestrian-friendly campus environment is created through the use of consistent site furnishings at building entrances and other pedestrian areas. Outside furnishings include but are not limited to light fixtures, bollards, benches, bike racks, trash receptacles and signage. Site furniture shall be utilized at appropriate locations throughout the development as determined in site plan review and approval.

In locating site features, such as lighting, trash receptacles, signage, recycling receptacles, bicycle racks, planters, water fountains and benches, site plan review and approval shall assure site furniture is an integral part of the site plan and is distributed throughout the campus.

Transit shelters shall be designed to be compatible with adjacent landscape and building design.

5.8.10 Sign Design

Signage is meant to inform, to create an identity, and to complement and exhibit the theme of wellness that is implemented throughout the Specific Plan. ~~Signage shall visually reflect the practice of cutting edge medical technology practiced by caring professionals.~~ A Master Signage Plan detailing the standards of this section shall be included as part of the Master Landscape Plan. Signage will be divided into the following types:

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 Tenant Signage (Building Level Signage). This signage will be located at the individual building driveways to help direct vehicular traffic to specific areas. This level of signage will consist of four foot high by two foot wide smooth troweled, natural finished concrete monolith and a three foot high by four foot wide with brushed steel, powder coated cutout letters. The signage portion of the monument will be back lighted.

 Directional Signage. This signage may be provided at or along future intersections or internal streets to help vehicular circulation to specific addresses. This level of signage will consist of a 5 foot high x 2 foot wide smooth troweled, natural finished concrete monolith wall and a 4 foot x 3 foot wide with brushed steel, powder coated cutout letters. The signage portion of the monument will be back lighted.

 Building Signage. This signage shall be themed to follow the same context as the site signage program in compliance with applicable March JPA Ordinances. (Signs Affixed To Buildings – All Areas.)

 Special Landscape Treatments. Special landscaping treatments will be incorporated on all corners where internal streets intersect.

Section 5.9 Architectural Design Standards

5.9.1 Purpose

The standards in this section are intended to facilitate development of the architectural design within the Specific Plan in a manner that successfully creates an integrated setting which will provide a cohesive, quality architecture for the campus. Architecture designs that are consistent with these standards and in compliance with all applicable standards in these Development Regulations will ensure a cohesive and attractive campus. Building designs shall express creative features appropriate for the intended uses, and should respond to the specific conditions of the site and surroundings while adhering to the Development and Landscape Standards to create a consistent and unified campus.

This section identifies the key architectural elements that shall be incorporated into site plan applications as required by Chapter 5.0. It is the intent of these standards to establish a consistent architecture that will define the look and feel of the Specific Plan in such a way that there are positive opportunities for creative design and innovation for each building or segment. A primary goal of the Specific Plan is to create a unified character that respects the critical relationship between the various functions in the planning areas. The Specific Plan reflects a consistent expression of the key architectural elements of mass, scale, articulation, materials, and color.

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Articulated buildings are sensibly placed to create a central healing garden

Sensible placement of buildings creates a pleasant space for connection and gathering

5.9.2 Buildings

Individual buildings shall be designed to relate to neighboring structures, open spaces, and landscape and shall be designed with the following considerations:

Incorporate massing and building height that respects surrounding conditions.

 Use building massing and height that is compatible to surrounding existing and future structures.

 Use building massing and height to provide shading complementary to surrounding structures and open spaces.

 Building massing and height should not interfere with views from or toward neighboring buildings.

 Buildings all include a base at ground level, high quality materials that enhances pedestrian access, use of open spaces and visibility.

 Buildings must provide 360 degree architecture.

 Building bases shall provide pedestrian friendly scale and details commonly expressed in articulation of surface, and choice of quality materials, texture and color.

 Buildings shall be designed to maximize the effect of day-lighting.

 Buildings shall be designed to minimize the negative effects of heat reflection and the use of reflecting glass curtain walls is discouraged.

 Building locations shall reinforce the integrity and vitality of adjacent open space.

Walls, windows, doors, entries and facades shall be articulated to accentuate human scale adjacent to open spaces and throughout.

 Entries shall relate to building significance, interior function, and exterior function.

 Entries shall be easily identifiable.

 Entries shall be designed with prominence differentiated from treatment of adjoining walls and buildings.

 Entries shall be proportionate to the façade.

 Entries shall be designed to encourage people to approach, interact and linger without causing disruption to circulation.

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Building details shall be used appropriately

 Buildings terminating a visual corridor or defining a public outdoor space shall be distinctive.

 Architectural features incorporated as part of the building design shall be used to separate noisy and quiet activities or functions.

Roof top equipment and appurtenances shall be visually unobtrusive.

 Equipment shall be organized to effectively screen and present the best possible appearance.

 Equipment shall be standard color that matches the building roof color.

 Equipment screen and enclosures shall be match building and site materials and colors.

 Mechanical equipment is to be screened from view.

These factors play an important role in designing building height and mass, primary façade design and the location of primary, secondary, and service entries. Individual buildings help create an overall site context, and therefore must in their designs provide a positive contribution to the campus environment that will be evaluated in site plan review per Chapter 5.0. It is important to note that building walls often frame, accent, or punctuate views, and define public space, and a building's influence on adjoining open spaces will be closely evaluated during site plan review.

5.9.3 Architectural Palette

The goal of the Specific Plan is to create an integrated setting that provides:

 A cohesive, quality architecture for the campus that will unify individual buildings and different land uses while promoting positive creativity, diversity and flexibility in design for each building and use.

 A pedestrian friendly, walkable campus that encourages a sustainable environment.

 A sense of a healing environment throughout the Specific Plan areas, so that the Specific Plan will meet the goal of developing into a healing campus.

To achieve this goal the Specific Plan establishes an architectural palette in Sections 5.9.3 through 5.9.8 to be integrated with landscape and site planning standards that will unify diversities in design for different building types and functions in various areas throughout the campus.

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The architectural palette in Sections 5.9.3 through 5.9.8 identifies the basic, key architectural elements including materials and colors, and windows and doors that shall be incorporated into design to knit together the diverse elements of buildings and surroundings in the campus in a coherent way.

Building designs are also to demonstrate sustainable, “green” architecture that incorporates the principles of The U.S. Green Building Council. Developers are encouraged to have their buildings certified through a recognized green building program.

5.9.4 Mass and Scale

Mass and scale are two primary design elements influencing the character of a building and its surroundings lead to an overall perception and spatial experience of the building and surroundings.

The following are standards for building mass and scale:

 Building form and façade shall be segmented or articulated to minimize building bulk and to enhance human scale, where applicable.

Articulated facade minimizes building bulk and humanizes scale

 Clear expression of base, body and top of a building is required to set the building on the ground naturally and in a pedestrian-friendly manner, where applicable.

 Use of varying wall planes, articulation of surfaces through proper exterior material selection and coordinated color blocking shall be used to respond to the pedestrian and on-site views of buildings.

Building base on ground level promotes pedestrian friendly environment

 Use of off sets in wall surfaces, colors, architectural attachments such as sunscreens and different textured materials shall be required if needed to avoid large blank and flat walls.

 Design of a building base at ground level shall complement adjacent buildings, open spaces, sidewalks and pedestrian activities by creating an attractive, inviting and comfortable pedestrian space.

 The ground level building base shall provide a connecting pedestrian link connecting to adjacent buildings.

 Roof lines and building tops shall be complementary to the overall building design and allow positive integration with those of adjacent buildings.

5.9.5 Exterior Materials and Colors

Building Materials and colors are important design elements in unifying various buildings and in establishing a cohesive look and feel within the Specific Plan areas. A master materials and color palette shall be provided in the Landscape Plan and will be used along with the following standards to manage the use of materials and colors.

Different materials, colors, details, and landscape elements are integrated to create a cohesive setting

While complementary materials and colors are to be used to integrate with adjacent and surrounding buildings, it is encouraged to use appropriate materials and colors to enhance different functions and to take advantage of particular site and design opportunities.

 Building materials shall be of high quality that promotes consistent architecture throughout the campus.

 The base or buildings at the ground or pedestrian level shall be of particularly high quality and durability.

 Exterior materials and colors of a building shall complement those of adjacent buildings to maintain an integrated setting.

 Use of natural, local, and rapidly renewable materials and green materials is encouraged.

 Natural materials such as stone, brick, copper, etc. shall be left in their original color.

 Color palette shall be of warm and natural colors.

 Use of bright and obtrusive colors is discouraged; however, bold accent colors that enhance the architectural massing and theme is allowed.

5.9.6 Windows and Doors

Windows and doors through placement and configuration, create a strong visual impact on appearance and scale of a building. A special consideration and effort shall be made in designing windows and doors at the base of buildings, which directly interface with pedestrian traffic, open spaces and public spaces to create a human-scaled, pedestrian-friendly environment.

 Treatment of windows in a building shall be consistent and complement the building design.

 At the street level windows and details shall enhance pedestrian scale and provide visual interest.

 Clear glass is required on the building base or pedestrian and street levels on non-residential buildings; any glass with a value of Visible Light Transmission rate less than 70 percent is not allowed at the base of a building.

 Glazing proposed for building base or pedestrian and street levels on residential building should consider privacy for the occupants.

 Entrance doors shall be protected, clearly visible and differentiated from adjacent windows.

 Doors for emergency exit or service shall be treated to blend in with the adjacent walls.

 Insulated, Low-E glazing is required.

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Windows should be consistent and complement building design

Building base, pedestrian, and street level windows and treatment should enhance pedestrian scale and interest

5.9.7 Visual Screening

Utility service areas and associated equipment, as well as trash and recycling areas are building features that are necessary for the buildings' function. These features shall be properly incorporated into the building design through appropriate screening.

The design of screening shall be architecturally integrated with the building it serves in terms of form, scale, materials and color. In addition to the requirements of the applicable Development Standards the following standards shall apply:

 All mechanical and utility equipment, whether on the roof, ground or side of building must be screened from view.

 The roof line of buildings shall appear clean, organized, and uncluttered. Screening of rooftop equipment shall be achieved by building parapet or some other screen wall that is consistent with the architecture of the building.

 Other components such as exhaust fans, communication dishes, downspouts, chimneys or vents, etc. shall be integrated into the building design.

 Outdoor storage and equipment shall be enclosed with screen walls of similar materials and finishes as the primary building.

 An easily accessible area that serves an entire building and is dedicated to the collection and storage of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals.

 Roof access shall be provided from the interior of building.

 Exterior stairs or exit stairs shall be articulated and integrated into the building design as an integral part of the building.

 Loading docks or service yards shall be screened from direct view from pedestrian and public spaces.

 Guard rails shall complement the building design.

 All flashing and sheet metal materials shall be articulated and painted to be consistent with the building design.

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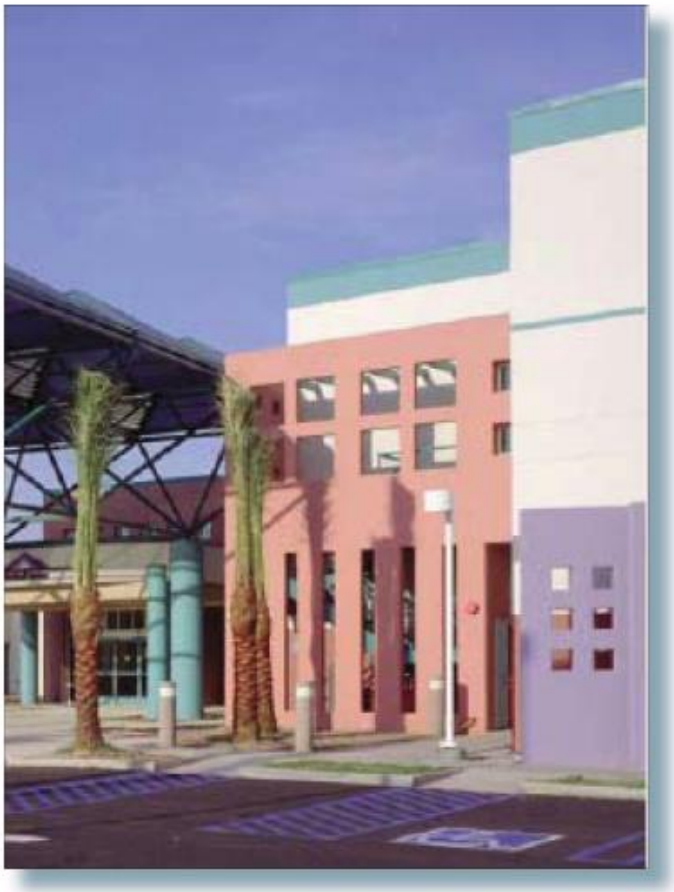
Mechanical room enclosure is complementary to the primary building design



Exterior stair is hidden behind a screen wall of the primary building

5.9.8 Building Systems

Buildings shall be designed to consider the interactions of building envelope, heating, ventilation, and air conditioning (HVAC), lighting and power systems as they impact energy performance. Refrigerants and HVAC equipment shall be selected to minimize or eliminate the emission of compounds that contribute to ozone depletion and global warming. Ventilation and HVAC systems shall be designed to meet or exceed the minimum outdoor air ventilation rates described in the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards, Sections 4 through 7 (62.1-2004, Ventilation for Acceptable Indoor Air Quality).

Mechanical ventilation systems shall be designed using the Ventilation Rate Procedure. Naturally ventilated buildings shall comply with ASHRAE 62.1-2004, paragraph 5.1.

Buildings shall be designed to comply with mandatory provisions and the prescriptive requirements or performance requirements of ASHRAE/Illuminating Engineering Society of North America (IESNA) Standards 90.1-2004.

New construction buildings shall adhere to a standard of zero use of Chlorofluorocarbon (CFC)- based refrigerant HVAC systems. If existing base building HVAC equipment is reused, a comprehensive CFC phase-out conversion must be created prior to project completion. Phase-out plans extending beyond the project completion date will be considered on their merits. Smoking is prohibited in all buildings.

Designated smoking areas must be located at least 25 feet away from entries, outdoor air intakes, and operable windows.

Additionally, on-site renewable energy systems are encouraged, including solar roofs on buildings and parking lots.

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CHAPTER 6. IMPLEMENTATION

California State Government Code §65451(a)(4) requires that specific plans include a program for implementation that includes regulations, conditions, programs and additional measures as necessary to implement the plan. This section sets forth the procedures needed to implement the approved Specific Plan and the procedures required for amendment of the Specific Plan.

Section 6.1 General Implementation Provisions

The adoption of this Specific Plan by the March Joint Powers Authority (JPA) is authorized by §65450 et. seq. of the California Government Code and Chapter 9.13 of the March JPA Development Code. The State Government Code authorizes legislative bodies to prepare, adopt and administer Specific Plans for portions of their jurisdictions, as a means of implementing the General Plan. The March JPA Development Code §9.13.010 through 9.13.100 specify the purpose, requirements, regulations, and procedures for preparation of a Specific Plan for use in the March JPA jurisdictional area.

All Specific Plans must be in conformance with the General Plan, as required in the March JPA Development Code Chapter 9.13, Specific Plans. Specific Plans are subject to Major Development Review, and the requirements of the underlying district. All specific plan applications shall be accompanied by a General Plan Amendment and Zone Change application requesting a change from the General Plan and underlying district designation to a specific plan designation.

Specific Plan applications shall be processed by March JPA staff who will review the information and prepare a report and recommendation to the March JPA. If approved, the Specific Plan will be adopted by the March JPA by ordinance. A Specific Plan shall be adopted, amended and repealed by ordinance and may be amended as often as deemed necessary by the March Joint Power Authority.

Section 6.2 Legal Authority and Scope

The Specific Plan has been prepared pursuant to the provisions of California Government Code Section 65450, which grants local government agencies the authority to prepare specific plans of development for any area covered by the General Plan to establish systematic methods of implementing the agency's General Plan. Thus, a Specific Plan is a comprehensive planning document for a defined geographic area designed to address site specific issues and to create a bridge between the jurisdiction's General Plan and site development plans within that area.

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Government Code Section 65451 states that a Specific Plan shall include text and graphics that discuss all of the following subjects:

 The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.

 The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area and needed to support the land uses described in the plan.

 Any and all development and design standards, including criteria for conserving, developing, and utilizing natural resources.

 A program of implementation measures including regulations, programs, public works projects, and financing measures to implement all of the above.

 The relationship of the Specific Plan to the General Plan.

In addition to the California Government Code requirements, the March JPA addresses further requirements and standards that are deemed necessary or desirable for the implementation of the General Plan. Chapter 9.13 of the March JPA Development Code indicates that all Specific Plans shall include a table indicating how development standards contained in the Specific Plan differ from the JPA's zoning districts that most closely resemble the uses proposed in the Specific Plan, including a discussion of how the Specific Plan would result in a higher quality of development than would occur under the existing development standards contained in the March JPA zoning ordinance. This is included in the Specific Plan as Appendix B.

A statement of consistency describing the consistency of the Specific Plan with the March JPA General Plan is presented in Appendix C.

The Adopting Ordinance for this Specific Plan is included in Appendix D-1 and the Adopting Ordinance approving SP-6 is included in Appendix D-2.

Section 6.3 Applicability of Specific Plan

The requirements and guidelines of the Specific Plan apply to all proposed development, subdivisions, and land uses within the Specific Plan area.

6.3.1 Relationship of Specific Plan to Local Ordinance

This Specific Plan applies to all portions of the Specific Plan area. In the event of a conflict between the March JPA Development Code and this Specific Plan, the Specific Plan regulations will take precedence. The March JPA Planning Director or designee is authorized to provide administrative determinations regarding the Specific Plan. Such

administrative determinations must be in writing and may be appealed in accord with the March JPA Development Code.

6.3.2 Definitions

A detailed definition list of terms and phrases used in the Specific Plan that are technical or specialized, or that may not reflect common usage is provided in Appendix I. If a definition contained in the list conflicts with a definition in another provision of the March JPA Development Code, the definitions provided in this Specific Plan control for the purposes of this document. If a word or phrase used in the Specific Plan is not defined in the appendix, or in the March JPA Development Code, the Planning Director will determine the correct definition, giving deference to common usage.

Section 6.4 Specific Plan Administration

The implementation procedures set forth in this section are intended to assure the development of the planning area in accordance with the planning and design intent of this Specific Plan, and other applicable regulations. The processing procedures set forth in this Specific Plan shall govern all development within the Specific Plan area. To the extent that specific provisions of the March JPA's Development Code or other codes are referenced, then those code sections shall also apply to development within the Specific Plan.

6.4.1 Specific Plan Amendments

Amendments to the Specific Plan shall be accomplished pursuant to the applicable provisions of state law and the March JPA Development Code. All proposed modifications and/or revisions to the Specific Plan shall be reviewed by the March Joint Powers Commission. The scope of the Planning Director's authority regarding the Specific Plan shall be limited to the interpretation of the following items:

- Interpretation of the consistency of a proposed use Permitted Land Uses.

- Interpretation of the consistency of a proposed building material with Section 5.9.5, Exterior Materials and Colors, of the Specific Plan.

- Interpretation of the consistency of a proposed alternate plant species with Appendix H, Plant Palette, of the Specific Plan.

Section 6.5 Specific Plan Buildout

Development throughout the Specific Plan area will occur in a comprehensive manner based on the buildout scenario presented in table 6-1.

Table 6-1: Application Process and Decision-Making Bodies

	JPA Planning Director	JPA Commission
Specific Plan Amendments		X
Master Plot Plan and Associated Master Plans		X
Conditional Use Permits		X[1]
Parcel Maps / Tract Maps		X
Variances		X[2]
Plot Plan	X[3]	X[4]
Minor Land Subdivisions	X	
Administrative Variances	X[2]	

Notes

1 -Process shall be completed pursuant to Section 9.02.060 of the MJPA Development Code. Conditional Use Permits shall be required for the sale of alcoholic beverages.

2 - Process shall be completed pursuant to Sections 9.02.090 (Administrative Variances) or 9.02.100 (Variances) of the MJPA Development Code.

3 - If, after completion of an initial study, the March JPA Planning Director determines that (a) the plot plan approval is exempt from the provisions of CEQA or (b) the environmental impacts of the proposed development are within the scope of the analysis in a previously certified CEQA document prepared for the Specific Plan and/or the Master Plot Plan or (c) any changes in the proposed development from the project analyzed in the Specific Plan EIR and/or the CEQA document prepared for the Master Plot Plan can be addressed through the use of an addendum, the March JPA Planning Director shall be the decision-making body; otherwise, the Commission shall be the authorized decision-making body.

4 - Only required if the plot plan does not qualify for March JPA Planning Director approval pursuant to this Chapter.

Section 6.6 Financing of Public Infrastructure

The master-planned infrastructure and improvements necessary to serve the Specific Plan area may be financed through one or a combination of several of the following financing mechanisms, which are subject to the review and final consideration of the March JPA:

- Developer improvement with reimbursement agreement;

- Developer improvement with credits against fees;

- Special Assessment Districts;
- Landscape and Maintenance District (LMD);
- Public Enterprise Revenue bonds;
- General obligation bonds;
- Impact Fees and Exactions.

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Appendix A - Legal Description Specific Plan Boundary

Real property in the City of Moreno Valley, County of Riverside, State of California, described as
follows:
Parcel 1: (Parcel K-5D-B940)
That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South, Range 4 Wet, San Bernardino Meridian described as follows:
Commencing at a brass disk set in the top of a 2" iron pipe and stamped "MAR-4" as shown on plan entitled "SURVEY CONTROL POINT LOCATION PLAN", prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-5" as shown on said plan, bears North 46º53'34" West a distance of 2188.84 feet; thence South 44º59'42" West a distance of 523.96 feet to the True Point of Beginning.
Thence North 00º23'59" East a distance of 427.00 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 20.00 feet; thence along said curve an arc distance of 31.40 feet through a central angle of 89º58'12"; thence South 89º37'49" East a distance of 320.88 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 20.00 fee; thence along said curve an arc distance of 31.45 feet through a central angle of 90º06'16"; thence South 0º28'27 West a distance of 415.34 feet; thence South 88º31'28" West a distance of 360.54 feet to the True Point of Beginning. Said parcel contains 3.65 net acres more or less.

Parcel 2: (Parcel K-5D - B942a)
That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:
Commencing at a brass disk set in the top of a 2. iron pipe and stamped .MAR-4. as shown on a plan entitled .SURVEY CONTROL POINT LOCATION PLAN., prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped .224-5. as shown on said plan, bears North 46°53.34. West a distance of 2188.84 feet; thence North 81°59.53. West a distance of 557.63 feet to the True Point of Beginning;
Thence North 89°38.09. West a distance of 194.60 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 20.00 feet; thence along said curve an arc distance of 31.38 feet through a central angle of 89°53.39.; thence South 0°28.12. West a distance of 348.22 feet; thence South 89°45.16. East a distance of 214.60 feet; thence North 00°27.48. East a distance of 367.73, to the True Point of Beginning. Said parcel contains 1 .81 Net acres more or less.

Parcel 3: (Parcel K-5D - B942b - vacant)
That certain parcel of land located in the County of Riverside, State of California, and lying in Section 24, Township 3 South, Range 4 West, San Bernardino Meridian,

described as follows: Commencing at a brass disk set in the top of a 2. iron pipe and stamped .MAR-4. as shown on a plan entitled .SURVEY CONTROL POINT LOCATION PLAN., prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped .224-5. as shown on said plan, bears North 46°53.34. West a distance of 2188.84 feet; thence North 81º 59’53. West a distance of 557.63 feet to the True Point of Beginning; Thence South 89°38.09. East a distance of 124.85 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 20.00 feet; thence along said curve an arc distance of 31.43 feet through a central angle of 90º02’08"; thence South 0°23.59. West a distance of 427.61 feet; thence North 89°33.16. West a distance of 359.97 feet; thence North 0º28’12" West a distance of 78.93, feet; thence South 89°45.16. East a distance of 214.60 feet; thence North 00°27.48. East a distance of 367.73 to the True Point of Beginning. Said parcel contains 1.88 Net acres more or less.

Note: Distance shown hereon are grid distances. Ground distances may be obtained by multiplying grid distances by the combination factor of 1 .00006433 APN: Portions of 294-080-002-7

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Appendix B – Zoning Consistency Chart

Chapter 9.13 of the March Joint Powers Authority (JPA) Development Code requires that all Specific Plans shall include a table indicating how development standards contained in the Specific Plan differ from adopted zoning districts that most closely resemble the uses proposed in the Specific Plan, including a discussion of how the Specific Plan would result in a higher quality of development than would occur under the existing development standards contained in the March JPA zoning ordinance.
Parcels within the Specific Plan site are former military properties that were transferred to the JPA for redevelopment and reuse. As part of the transfer process, the parcels were not zoned. In 2009 the March LifeCare Campus Specific Plan zoned 236 acres within the JPA's Northeast corner and designated the Project site with the designation of SP-7 ~~(Medical Campus)~~. The proposed U.S. Vets Transitional Housing Program Specific Plan will amend the designation to SP-6 on the Project site and refine design standards that will apply specifically to the 7.75 acre Project site.

The Specific Plan area currently falls into the Mixed Use (MU) district for the March LifeCare Campus (SP-7). The primary purpose of the MU District, as it relates to the proposed Project is "…to accommodate any relocated existing uses currently located on the campus (p. 15)."

The Specific Plan will foster an innovative campus that will remain consistent with standards under the March LifeCare Campus SP. Table B-1 illustrates the consistency of the proposed use to the previously adopted March LifeCare Campus Specific Plan Amendment (SP-7). However, a zoning designation of SP-6 is assigned to the Project in order to apply standards within this Specific Plan to the U.S. Vets Project only and not the whole of the March LifeCare Campus SP. This change has no impact to provisions within SP-7.

Table B-1: Zoning Consistency		
	Proposed Zoning	MLC SPA Zoning
	SP-6	SP–7
Relocation of Existing Institutional Residential Program	Allowed	Allowed

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Appendix C – General Plan Consistency Statement

Purpose of this Appendix

The U.S. Vets Transitional Housing Program Specific Plan is in compliance with the California Government Code and is consistent with and furthers the objectives of the March JPA General Plan. The purpose of this appendix is to identify consistency between the policies included in the U.S. Vets Transitional Housing Program Specific Plan and the goals provided in the March JPA General Plan.

Legal Framework for Consistency

A Specific Plan is a detailed land use plan that covers a selected area of a jurisdiction for the purpose of implementing a General Plan. State and local regulations require consistency between these two planning documents. Consistency is defined by the Governor's Office of Planning and Research as follows. "An action, program or project is consistent with the General Plan if, considering all its aspects; it will further the objectives and policies of the General Plan and not obstruct their attainment".

California State law authorizes cities and other jurisdictions with General Plans to prepare and adopt Specific Plans (Government Code § 65450 – § 65457). The California Government Code states, "after the legislative body has adopted a General Plan, the planning agency may, or if so directed by the legislative body, shall, prepare Specific Plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan" (§ 65450) and that "no Specific Plan may be adopted or amended unless the proposed plan or amendment is consistent with the General Plan" (§ 65454). A statement of consistency between an area's General Plan and the policies in the proposed Specific Plan is required by section 65451.(b) of the California Government Code which states, "the specific plan shall include a statement of the relationship of the Specific Plan to the General Plan".

The March JPA Development Code chapter 9.13, specify the purpose, requirements, regulations, and procedures for preparation of a Specific Plan in the March JPA planning area. Section 9.13.090 states, "No specific plan may be adopted or amended unless the proposed plan or amendment is consistent with the General Plan or any General Plan Amendment approved concurrently with the Specific Plan".

In response to government requirements, the U.S. Vets Transitional Program Specific Plan has been prepared to provide the essential link between March JPA General Plan policies and actual development in the Specific Plan area. The Specific Plan has been prepared in accordance with the provisions of California Government Code §65450 – § 65457 and the March JPA General Plan Chapter 9.13.

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APPENDIX ORGANIZATION

The following section, organized by planning element, states the goals outlined in the March JPA General Plan. Each General Plan goal is followed by a consistency statement highlighting the provisions included in the Specific Plan that support each goal in the General Plan. The Specific Plan is referred to hereafter as the "Specific Plan" or "Project".

LAND USE ELEMENT

Goal #1: The Land Use Plan provides for a balanced mix of land uses that contribute to the regional setting, and capitalizes on the assets of the Planning Area, while insuring compatibility throughout the Planning Area and with regional plans.

Consistency Statement: The Specific Plan supports logical, balanced growth by providing a state-of-the art, integrated support campus for homeless U.S. vets. This Specific Plan is consistent with the General Plan by adding service and facility diversity throughout the Project area. This Specific Plan facilitates vital community development while being sensitive to regional transportation and land use planning.

Goal #2: Locate land uses to minimize land use conflict or creating competing land uses, and achieve maximum land use compatibility while improving or maintaining the desired integrity of the Planning Area and subregion.

Consistency Statement: The Specific Plan area formerly served as a housing site for active military personnel. The existing barracks will be demolished to accommodate a more modern transitional housing facility for U.S. veterans. The Project is surrounded by former military housing to the east that will be occupied by the Path of Life Homeless Ministry, a recreational facility to the south and east, and a military Base Exchange to the north. The Project will not conflict with existing or future land uses but will improve the integrity of the Planning Area through the redevelopment and reuse of a former military site.

Goal #3: Manage growth and development to avoid adverse and fiscal effects.

Consistency Statement: The development of the Specific Plan will occur in a comprehensive manner based on square footage thresholds, not geographic or spatial limits. It is the intent of the Specific Plan to provide flexibility in the order of development to respond to market conditions. To ensure adequate infrastructure and parking is available for each increment of development, performance standards have been incorporated into the Specific Plan to ensure concurrency between the development of on site uses, infrastructure, streetscapes, pedestrian paths, and other amenities throughout the site.

Goal #4: Develop an identity and foster quality development within the planning area.

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Consistency Statement: The Specific Plan promotes a Project design that is unique to the U.S. Vets Initiative's Program and identity, it provides building and recreational features that are not only attractive but functional. More importantly, the Project boasts sustainable measures that will ensure that it exceeds incumbent Green California Building codes.

Goal #5: Maximize and enhance the tax base and generation of jobs through new, reuse and joint use opportunities.

Consistency Statement: The implementation of this Specific Plan will greatly benefit the local community and region by providing job training opportunities and health related services to homeless veterans, who can then become a healthy and productive member of their communities and workforce.

Goal #6: Support the continued Military Mission of March Air Reserve Base, and preservation of the airfield from incompatible use encroachment.

Consistency Statement: This Specific Plan has been developed under the guidance of the March JPA. The March JPA was created to guide the transition of the base from a military operation to one with more general land uses open to both military and civilian populations. A key goal of the Specific Plan is to provide for the reuse of lands within the former Air Force Base that have been declared surplus and returned to civilian use. Careful planning has resulted in the proposed Project to sensitively redevelop abandoned military facilities, and promote services that will benefit former military personnel.

Goal #7: Maximize the development potential as a regional Intermodal Transportation facility to support both passenger and freight-related air uses.

Consistency Statement: While this plan focuses on the development of a Transitional Housing facility for U.S. veterans, the use is planned in coordination with the March LifeCare Campus Project. The overall employment opportunities provided by both specific plans will help to further the goal of the area to serve as an Intermodal Transportation facility.

Goal #8: Preserve the natural beauty, minimize degradation of the March JPA Planning Area, and provide enhancement of environmental resources, and scenic vistas.

Consistency Statement: This Specific Plan promotes a sustainable development strategy toward future implementation and construction of the proposed development. The Specific Plan incorporates performance standards and sustainable design criteria that will exceed incumbent Green Code for California by a minimum of 20 percent. The Specific Plan integrates campus-specific sustainable practices into the initial development and requires subsequent development to be consistent with such criteria. The vision of the Specific Plan includes attractive streetscapes and landscaping,

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aesthetic treatments, and architectural details that will enhance the planning area and become a community asset.

Goal #9: Preserve the integrity of the historic and cultural resources of the planning area and provide for their enhancement.

Consistency Statement: An inventory of historical and archaeological resources in the Specific Plan area has been conducted. No indications of cultural resources were found. The U.S. Vets Transitional Project will be constructed in accordance with the laws designed to protect potentially significant archaeological resources discovered during its implementation. If buried cultural resources are inadvertently discovered, mitigation measures have been outlined which requires work to stop in the area within 100 feet of the find until a qualified archaeologist can arrive on site and conduct an assessment. The Specific Plan area is occupied with 2 existing structures, which are vacant. The Specific Plan will enhance the site, and rehabilitate a former developed portion of the March Air Force Base.

Goal #10: Avoid undue burdening of infrastructure, public facilities, and services by requiring new development to contribute to the improvement and development of the March JPA Planning Area.

Consistency Statement: Significant investment in infrastructure improvements will be required, as the area is currently lacking adequate facilities. Implementation of the Specific Plan will require construction of new (and/or improvement) of existing utility infrastructure, including electrical and natural gas facilities, as well as an internal roadway system to serve the Project. Further improvements to public roadways will also be necessary. All planned development is anticipated to occur incrementally. All backbone infrastructures, including internal roadway, water, sewer, and drainage facilities will be constructed and operational prior to the construction of vertical improvements.

Goal #11: Plan for the location of convenient and adequate public services to serve the existing and future development of March JPA Planning Area.

Consistency Statement: This plan specifies that adequate levels of service must be established in the Planning Area which meet performance standards, and protect public health, safety and welfare of the region. At build out, the Specific Plan will include all public and private infrastructure, public facilities and services necessary to support the development, including: water, sewer, electricity, gas, telephone, cable, solid waste, storm drainage facilities, circulation improvements, and the provision of adequate police and fire service for the Specific Plan site.

Goal #12: Ensure, plan, and provide adequate infrastructure for all facility reuse and new development, including but not limited to, integrated infrastructure planning, financing and implementation.

Consistency Statement: The development of the Specific Plan will require the extension of existing infrastructure and services into this new district as required by the California Government Code and the March JPA. The Specific Plan has developed a logical, cost-effective phasing plan which includes new and/or improvement of existing utility infrastructure with sufficient capacity to service the ultimate buildout of the ~~medical~~ campus.

Goal #13: Secure adequate water supply system capable of meeting normal and emergency demands for existing and future land uses.

Consistency Statement: The Specific Plan will include securing all infrastructure needs including water supply, necessary to support the normal and emergency activities of the campus. The Specific Plan assumes installation by the development of water main lines and distribution systems capable of providing service levels needed for full buildout of the Specific Plan The developers of the Specific Plan will work with the March JPA to guarantee adequate capacity as the Specific Plan moves forward.

Goal #14: Establish, extend, maintain and finance a safe and efficient wastewater collection, treatment and disposal system which maximizes water use, and prevents groundwater contamination.

Consistency Statement: As stated in the Specific Plan, necessary infrastructure including wastewater collection will be installed or upgraded to meet ultimate buildout needs of the facilities. As phases of the Specific Plan are constructed, wastewater needs will be reassessed and adequate capacity for treatment and disposal confirmed. All facilities will be constructed and maintained in accordance with applicable laws and standards in effect at the time of installation. The developers of the Specific Plan will work with the March JPA to guarantee adequate capacity as the Specific Plan moves forward. The Specific Plan area is not currently supplied with reclaimed water. To facilitate future use of reclaimed water, reclaimed water lines will be installed within the Specific Plan area. Once supplies become available, the intent is to use reclaimed water throughout the site.

Goal #15: In compliance with State law, ensure solid waste collection, siting and construction of transfer and/or disposal facilities, operation of waste reduction and recycling programs, and household hazardous waste disposal programs and education are consistent with the County Solid Waste Management Plan.

Consistency Statement: The Specific Plan will be supported by a comprehensive solid waste collection, recycling program, and hazardous waste disposal program that are in compliance the County Solid Waste Management Plan. Solid waste will be disposed of through contracts with Waste Management of the Inland Empire. In an effort to reduce the amount of material generated by the Specific Plan area, the Specific Plan includes provisions for compliance with the County of Riverside Source Reduction and Recycling Element.

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Goal #16: Adequate supplies of natural gas and electricity from utility purveyors and the availability of communications services shall be provided within the March JPA Planning Area.

Consistency Statement: As described in the Specific Plan, natural gas and electricity purveyors will provide service to the project site. Communication services will utilize the latest in emergency management systems in order to provide a dependable network that is critical during crisis situations. The developers of the Specific Plan will work with the March JPA and the utility purveyors to guarantee adequate capacity as development moves forward.

Goal #17: Adequate flood control facilities shall be provided prior to, or concurrent with, development in order to protect the lives and property within the Specific Plan Area.

Consistency Statement: The U.S. Vets Initiative is committed to effectively controlling flooding on the campus through the installation of appropriate facilities for both interim and ultimate conditions, and has worked with the March Joint Powers Authority to determine which facilities to use based on effectiveness.

TRANSPORTATION ELEMENT

Goal #1: Establish and provide for a comprehensive transportation system that captures the assets and opportunities of the planning area, existing transportation facilities, and planned transportation facilities for the future growth and development of the planning area and sub-region.

Consistency Statement: The Planning Area is already served by major regional freeways and surrounded by developed local streets. The Specific Plan contains features inherent within the development plan to facilitate the use of alternative modes of transportation while supporting efficient and safe vehicular and non-vehicular access to and from individual uses throughout the plan area. With the Specific Plan being constructed in sequential phases, the support facilities such as a bus stop and new roads will be constructed and operational before the facilities requiring the new infrastructure are open and operational. Infrastructure installed during each phase may be sized to accommodate future phases.

Goal #2: Build and maintain a transportation system which capitalizes on the multi-faceted elements of transportation planning and systems, designed to meet the needs of the planning area, while minimizing negative effects on air quality, the environment and adjacent land uses and jurisdictions.

Consistency Statement: The campus will facilitate the use alternative modes of transportation to reduce pollution and land development impacts associated with the use of automobiles. Sustainable transportation features within the Specific Plan include: pedestrian pathways and linkages, carpool and vanpool opportunities, and the provision of a bus stop. The Specific Plan will provide services and facilities intended for use by

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homeless and recovering U.S. veterans within the western Riverside County region. The transportation system within and around the development will benefit from and complement the alternative transportation solutions developed to service the March LifeCare Campus facility to the north.

Goal #3: Develop a transportation system that is safe, convenient, efficient, and provides adequate capacity to meet local and regional demands.

Consistency Statement: The Specific Plan circulation system provides for safe, convenient, and efficient vehicular and pedestrian access throughout the site while ensuring adequate capacity to meet the daily needs of the surrounding community and emergency services that will be on site. Each public roadway improvement will be constructed to ensure there is sufficient capacity to accommodate future traffic conditions.

Goal #4: Provide a balanced transportation system that ensures the safe and efficient movement of people and goods throughout the planning area, while minimizing the use of land for transportation facilities.

Consistency Statement: The perimeter road system around the campus already exists. As land uses and tenants are identified in each Building Zone, additional upgrades to the road system, primary access points, and driveway locations will need to be implemented as stated in the Traffic impact Analysis Report and the EIR. Efficient circulation throughout the entire campus will be provided through the Public Realm; these allow for minimal new roads and the use of land for parking structures.

Goal #5: Plan and encourage land use patterns and designs which enhance opportunities for non-vehicular circulation and improve trip reduction strategies.

Consistency Statement: The Specific Plan will offer ~~counseling, job training, and~~ transitional living facilities ~~located in close proximity to each other,~~ in a manner that successfully creates a walkable and human-scaled campus environment in accordance with the guiding principles and vision of the Specific Plan. On-site circulation will be provided through an interconnected thoroughfare that balances the needs of automobile traffic and pedestrians.

Goal #6: Establish vehicular access control policies in order to maintain and insure the effectiveness and capacity of arterial roadways.

Consistency Statement: The Development Regulations contain policies to maintain functionality of the arterial roadway system serving the campus.

Goal #7: Facilitate and develop transportation demand management and transportation systems management programs, and use of alternative transportation modes.

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Consistency Statement: Trip reduction strategies provided within the Specific Plan include: pedestrian pathways and linkages, off-street bike lanes, carpool and vanpool opportunities, and the provision of bus stops and shuttle service to the nearby Moreno/March Air Force Base Metro Station. Each of these strategies will aim to reduce the number of vehicle trips generated by the Project.

Goal #8: Adequate, affordable, equitably distributed and energy efficient public and mass transit services which promote the mobility to, from, and within the planning area shall be provided.

Consistency Statement: The Specific Plan proposes bus stops within ¼ mile of existing transit lines N Street that will include kiosks and benches with specific information for riders (bus routes and schedules).

Goal #9: Develop measures which will reduce the number of vehicle miles traveled during peak travel periods.

Consistency Statement: In addition to the trip reduction strategies described above, employees working at the Project site will be encouraged to coordinate major shift changes and utilize carpool programs with each other in an attempt to minimize the number of vehicles entering and exiting the area during the peak travel periods.

Goal #10: Regulate the travel of trucks on March JPA Planning Area streets.

Consistency Statement: In an effort to regulate the travel of trucks within the Specific Plan area, truck- routes will be identified during site plan review and signage will be posted to identify those streets as being truck friendly. Provisions to identify truck routes on affected circulation plans are included within the Specific Plan. Other measures to minimize truck traffic on interior streets would be to allow delivery trucks only during off - peak hours such as nighttime.

Goal #11: Plan for and seek to establish an area-wide system of bicycling trails, with linkages within the planning area and with adjacent jurisdictions, and in compliance with sub-regional plans.

Consistency Statement: The Project will provide walkways and multi-use trails along the enhanced parkways, public roads, and throughout the site to facilitate linkages throughout the planning area.

Goal #12: Promote, preserve and protect the joint use of the aviation field by the Air Force Reserves and civilian aviation.

Consistency Statement: The March JPA was established to guide the redevelopment and transition from military to general land uses. They are sensitive to both the need to preserve and protect the military Reserve Base as well as capitalize on the opportunity to use the airfield for general, civilian use. The goal of the JPA is to continue

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joint use of the airfield facilities. The implementation and development of the Specific Plan will further promote joint use on the site.

Goal #13: Goods movement through the San Jacinto Rail Branchline shall be capitalized.

Consistency Statement: The movement of goods through the San Jacinto Rail Branchline will be capitalized by increased activities from the development of the Specific Plan. In order for the development of the Specific Plan to be successful, appropriate goods and services that are readily available must be necessary. The San Jacinto Rail Branchline should help to provide the goods necessary for the Specific Plan.

Goal #14: In accordance with state and federal law, promote and provide mobility for the disabled.

Consistency Statement: The Specific Plan site is designed to meet state and federal mandates to promote and provide mobility for persons with disabilities.

NOISE/AIR QUALITY ELEMENT

Noise

Goal #1: Ensure that land uses are protected from excessive and unwanted noise.

Consistency Statement: Strategic site planning and building design is incorporated into the Specific Plan. Buildings will be oriented to minimize noise levels derived from building equipment, and place loading areas away from sensitive land uses to minimize unwanted noise. Standard building construction standards will further ensure that interior noise levels will not exceed the maximum acceptable condition of 45 dBA CNEL.

Goal #2: Minimize incompatible noise level exposures throughout the Planning Area, and where possible, mitigate the effect of noise incompatibilities to provide a safe and healthy environment.

Consistency Statement: Adequate amounts of landscaping including shrubs, trees, and other landscape elements will be provided to create a buffer to screen noise levels between adjacent uses. Appropriate screen walls will also be utilized to achieve a barrier to noise level exposure. Standard building construction standards will further ensure that interior noise levels will not exceed the maximum acceptable condition of 45 dBA CNEL.

Goal #3: Work toward the reduction of noise impacts from vehicular traffic, and aviation and rail operations.

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Consistency Statement: The Project site is not located near any major arterials or rail operations. The Specific Plan would have a less than significant impact on existing uses because of the buffering effects of distance, intervening structures, and elevated non background levels, such as the use of the military airstrip. Additional sound attenuation will be provided by a combination of building setbacks, building location, landscaping throughout the site and building construction standards. Stationary equipment such as emergency generators will be screened from view which will also reduce off site noise. Short-term construction noise intrusion will be limited by compliance with the JPA noise ordinance. To operate outside of these hours requires a permit from the JPA. Compliance with conditions of such a permit will regulate noise impacts to less-than-significant.

Air Quality

Goal #2: Reduce emissions associated with vehicle miles traveled by enhancing the jobs/housing balance of the sub-region of western Riverside County.

Consistency Statement: The development of this transitional housing facility will be in close proximity to the residents of southwestern Riverside County, where there has traditionally been an underserved population of veterans. This minimizes long drives and commutes to obtain counseling and other nonresident client services while generating new employment opportunities in professional and service jobs close to residential areas in the Moreno Valley area.

Goal #3: Reduce air pollution through proper land use, transportation and energy use planning.

Consistency Statement: The Specific Plan will develop a transitional veterans housing facility that is noteworthy for technological innovation in building design with regard to lighting, heating and cooling, material use, and water and energy conservation. In addition to incorporating performance standards from the LEED rating system into the Specific Plan, specific land use patterns of the campus design will further enhance opportunities for multi-modal circulation and provide for trip reduction strategies.

Goal #4: Pursue reduced emissions for stationary and mobile sources through the use and implementation of new and advancing technologies.

Consistency Statement: Buildings within the Specific Plan are designed to be 20 percent more efficient than incumbent Title 24 – CALGREEN standards.

Goal #5: Maximize the effectiveness of air quality control programs through coordination with other governmental agencies.

Consistency Statement: All required permits from the South Coast Air Quality Management District will be obtained for the development and implementation of the Specific Plan. The Specific Plan will be in compliance with the adopted clean air

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provisions of the March JPA. The Specific Plan will be developed in accordance with any mitigation requirements for the Specific Plan placed by any other governmental agency.

Goal #6: Reduce emissions associated with vehicle/engine use.

The development of this transitional housing facility will be in close proximity to the residents of southwestern Riverside County, where there has traditionally been an underserved population of veterans. This will help minimize long drives and commutes to obtain counseling and other nonresident client services.

Goal #7: Reduce emissions associated with energy consumption.

Consistency Statement: The Specific Plan incorporates performance standards and sustainable design criteria from the LEED for New Construction rating system to promote energy conservation and reduce energy consumption derived from buildings and building systems. Additionally, all buildings are required to exceed CALGREEN standards by 20 percent. The Specific Plan is consistent with this General Plan goal.

Goal #8: Reduce air pollution emissions and impacts through siting and building design.

Consistency Statement: The Project is designed to promote walkability and connectivity throughout the site and provides for multi-modal transportation options in and out of the site.

Goal #9: Reduce fugitive dust and particulate matter emissions.

Consistency Statement: The Specific Plan will comply with the South Coast Air Quality Management District policies, permits, and regulations. Further, performance standards for high efficiency ventilation and filtration systems are required within the development in order to exceed CALGREEN standards by 20 percent.

HOUSING ELEMENT

Goal #1: Promote and maintain a balance of housing types and corresponding affordability levels to provide for the community's demands for housing within all economic segments of the population, with an emphasis on lower income, senior and special needs households.

Consistency Statement: The Specific Plan will provide for Institutional Residential facilities to accommodate a full range of assistance and programs for homeless U.S. veterans.

Goal #2: Promote and preserve suitable and affordable housing for persons with special needs, including lower income households, large families, single parent households, the disabled, senior citizens and shelter for the homeless.

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Consistency Statement: The Specific Plan is for the relocation and expansion of an existing transitional home program for veterans. The Project will meet this goal by providing suitable and affordable housing for individuals who currently do not have homes.

Goal #3: Remove or mitigate constraints to the maintenance, improvement and development of affordable housing, where appropriate and legally possible.

Consistency Statement: The Specific Plan does not pose any constraints to the maintenance, improvement, or development of affordable housing. On the contrary, the Project will provide short and long-term affordable housing for U.S. veterans.

Goal #4: Provide increased opportunities for home ownership.

Consistency Statement: The General Plan designations for the Specific Plan site do not include any residential land use designations; therefore the development is in accordance with the goals and vision of the General Plan. Institutional Residential land uses are the only permitted residential facilities provided throughout the Specific Plan. The residential care facilities will not be subdivided or sold as individual properties for residential uses; the entirety of the units will be under the ownership of the residential care facility.

Goal #5: Enhance the quality of existing residential neighborhoods through maintenance and preservation, while minimizing displacement impacts.

Consistency Statement: No residential neighborhoods exist within close proximity to the Specific Plan area; as such, the Project will not cause any displacement impacts to residential tenants within or surrounding the Specific Plan site.

Goal #6: Provide equal housing opportunity for all residents regardless of race, religion, sex, sexual orientation, marital status, ancestry, national origin, color or handicap.

Consistency Statement: Development activities included in this specific plan will not discriminate in any aspects that affect the sale, rental, or occupancy of housing based on status or other arbitrary classification. This plan supports the enforcement of fair housing laws prohibiting arbitrary discrimination in the building, financing, selling and renting of housing on the basis of race, religion, family status, national origin, physical handicap, or other such circumstances.

Goal #7: Encourage energy conservation activities in all neighborhoods.
Consistency Statement: The Specific Plan incorporates performance standards and sustainable design criteria from the LEED for New Construction rating system that will assist in energy conservation on-site. In addition to incorporating sustainable green building practices into the design and envelope of the building, the Specific Plan

promotes a variety of other sustainable implementation measures inherent within the plan that will further reduce energy consumption.

Goal #8: Improve and maintain sanitary and affordable housing for very-low income households and seniors.

Consistency Statement: The Specific Plan will provide a variety of sanitary and affordable long-term housing choices for senior citizens in assisted and independent living facilities.

Goal #9: Reduce substandard housing and health and safety violations.

Consistency Statement: The Specific Plan will provide brand new state of the art institutional residential facility. All buildings within the Specific Plan will be built in accordance with the California Building Code and will be free of any health and safety violations at the time of occupancy.

Goal #10: Improve and maintain affordable rental housing and opportunities for home ownership.

Consistency Statement: The proposed transitional veterans housing facility's program is designed to assist homeless and at risk veterans and allow the to transition back into the community at large. As part of the process, clients obtain employment and start paying a below market rent in preparation for what they will encounter as they transition back out into the community. Home ownership opportunities will not be provided within the Specific Plan area.

Goal #11: Provide livable neighborhoods evidenced by well maintained housing, ample public services, and open space which provide a high quality living environment and instill community pride.

Consistency Statement: The vision of this veterans housing facility includes attractive landscape plantings, aesthetic treatments, architectural details, and open spaces that will become a community asset. This area will be provided with social gathering areas to create a beautiful atmosphere for both residents and visitors of the campus.

Goal #12: Encourage economic development and sustainability and promote an inclusive community.

Consistency Statement: The implementation of this Specific Plan will help recapture the economic loss attributed to base realignment by providing an employment-generating sustainable development that will help develop quality employees and strengthen economic opportunities for the region. The Specific Plan will provide pleasant and appealing vehicular and non-vehicular connections from the former March Air Force Base to the neighboring jurisdiction of Moreno Valley.

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Goal #13: Establish adequate planning, administrative and fiscal tools to implement housing policies.

Consistency Statement: This Specific Plan will act as the governing document that is intended to provide for the orderly and efficient development of the proposed Project in accordance with the provisions of the March JPA General Plan. This Specific Plan establishes the Campus Vision (Chapter 2), Development Plan (Chapter 3), Development Regulations and Design Guidelines (Chapter 4), and Administrative Procedures and Implementation (Chapter 5) necessary to achieve a high quality healthcare campus in southwest Riverside County that helps create a balanced community, strengthens the economic opportunities in the area, and implements the policies set forth in the General Plan.

RESOURCE MANAGEMENT ELEMENT

Goal #1: Conserve and protect surface water, ground water, and imported water resources.

Consistency Statement: The Specific Plan will be constructed to minimize impacts to the existing surface water, ground water and imported water resources. The use of drought-tolerate landscaping and water-efficient irrigation systems will be implemented wherever possible. Irrigation will be sensitive to changing climatic conditions so that irrigation will be limited during times of heavy rain. Additionally, the Project will use water-efficient technologies and fixtures to the extent practicable.

Goal #2: Control flooding to reduce major losses of life and property.

Consistency Statement: The Specific Plan has incorporated adequate flood mitigation measures and drainage improvements for both the interim and ultimate conditions for the site.

Goal #3: Conserve and protect significant land forms, important watershed areas, mineral resources and soil conditions.

Consistency Statement: The Specific Plan will preserve the integrity of existing cultural and historic resources,
hillsides, open space and neighborhoods, and provide for their enhancement. The existing drainage easements along the boundary of the site will be utilized for pedestrian trails and enhanced parkways along the streetscapes.

Goal #4: Conserve energy resources through use of available energy technology and conservation practices.

Consistency Statement: The Specific Plan is dedicated to creating a positive community image through environmental performance standards and sustainable development. The Specific Plan incorporates performance standards and sustainable design criteria

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from the LEED for New Construction rating system that promotes energy technology and conservation practices. By incorporating LEED standards into the development plan, both water and energy consumption will be minimized.

Goal #5: Conserve and protect significant stands of mature trees, native vegetation, and habitat within the planning area.

Consistency Statement: One of the environmental goals of the Specific Plan is to preserve the natural beauty, minimize degradation of the March JPA Planning Area, and provide enhancement of environmental resources, and scenic vistas. Development regulations have been formulated to preserve existing mature trees and vegetation wherever possible.

Goal #6: Provide an effective and efficient waste management system for solid and hazardous wastes that is financially and environmentally responsible.

Consistency Statement: The Specific Plan will be supported by a comprehensive solid waste collection, recycling program, and hazardous waste disposal program that are in compliance with the County Solid Waste Management Plan. Solid waste will be disposed of through contracts with Waste Management of the Inland Empire. In an effort to reduce the amount of material generated, the Specific Plan includes provisions for compliance with the County of Riverside Source Reduction and Recycling Element.

Goal #7: Promote cultural awareness through preservation of the planning area's historic, archeological and paleontological resources.

Consistency Statement: The Specific Plan developer understands the importance of documenting, maintaining, preserving and conserving any archeological, historical and paleontological sites or artifacts that are discovered during construction of this new healthcare campus. The Specific Plan will follow all required mitigation measures to ensure that any archeological, historical and paleontological artifacts are recovered and cared for properly.

Goal #8: Develop and maintain recreational facilities as economically feasible, and that meet the needs of the community for recreational activities, relaxation and social interaction.

Consistency Statement: The Specific Plan will provide for recreational and other open space areas throughout the Specific Plan. The open space areas provided will create a pleasant and appealing atmosphere for walking and jogging, with relaxation and social interaction nodes within and around the campus.

Goal #9: Create a network of open space areas and linkages throughout the Planning Area that serves to preserve natural resources, protect health and safety, contributes to the character of the community; provide active and passive recreational use, as well as visual and physical relief from urban development.

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Consistency Statement: The Project design includes a network of open spaces that will provide distinct opportunities for community gathering, active and passive recreation and reflection. These linkages will provide passive open space areas that offer community recreation and support existing recreation facilities south of the Project site, and The paths and trails will be clearly designated for pedestrian safety and will serve as buffers between the buildings and parking areas. Furthermore, the Landscape Plan includes cutting edge innovative design and an attractive water efficient landscape palette that will be utilized throughout the campus.

Goal #10: Establish standards for scenic corridors, trails and vistas that contribute to the quality of the planning area.

Consistency Statement: Development Regulations and Guidelines are included in the Specific Plan to promote a high standard of design for each different aspect or location of the site. The Specific Plan includes development standards and landscape architecture design standards that create a unifying theme throughout the campus while providing for flexibility for individual settings within the community to display their distinct character that contributes to the quality of the planning area.

SAFETY/ RISK MANAGEMENT ELEMENT

Goal #1: Minimize injury and loss of life, property damage, and other impacts caused by seismic shaking, fault rupture, ground failure, and landslides.

Goal #2: Minimize grading and otherwise changing the natural topography, while protecting the public safety and property from geologic hazards.

Goal #3: Minimize injury, loss of life, property damage, and economic and social disruption caused by flood hazards.

Goal #4: Reduce threats to public safety and protect property from wildland and urban fire hazards.

Goal #5: Reduce the potential for hazardous material exposure or contamination in the Planning Area.

Goal #6: Ensure to the fullest extent practical that, in the event of a major disaster, critical structures and facilities remain safe and functional.

Goal #7: Reduce the possible risk of upset, injury and loss of life, property damage, and other impacts associated with an aviation facility.

Goal #8: Plan for emergency response and recovery from natural and urban disasters.

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Consistency Statement for Safety and Risk Management goals 1-8: The Specific Plan will incorporate appropriate grading and development design standards to protect the community from seismic, flood and geological hazards by minimizing impacts to the existing topography. The Specific Plan will be developed in accordance with the Uniform Fire Code for new construction in fire hazard areas. The circulation system for the Specific Plan has been designed to facilitate emergency access consistent with the JPA Public Services requirements. Adequate police and fire protection will be available to the site, consistent with JPA requirements. Also buildings will be equipped with emergency sprinkler systems. The Project will be developed in accordance with JPA regulations and guidelines related to hazardous contamination prevention.

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Appendix D – Specific Plan Ordinance

ORDINANCE #JPA 11-05

AN ORDINANCE OF THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN AND CONDITIONS OF APPROVAL

WHEREAS, the March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement dated September 7, 1993 pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code; and

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

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

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

WHEREAS, the U.S. Vets Transitional Housing Program Specific Plan ("Specific Plan") proposes a comprehensive approach to the planning development of a sustainable and integrated transitional housing campus (approximately 269,000 square feet of buildings to include occupiable buildings and support facilities, 246 on-street parking, and about 97,200 square feet of landscaped open space) on a 7.75-acre portion of the MJPA Planning Area within a site situated east of Interstate 215 (I-215) in the northeast portion of the MJPA Planning Area, adjacent to the City of Moreno Valley to the south, and March LifeCare Campus SP-7 to the north, and generally bounded by N Street to the north, 4th Street to the west and 6th Street to the east ("Specific Plan Area"). A legal description of the Specific Plan Area boundaries is attached hereto as Exhibit "A" to this Ordinance; and

WHEREAS, the Specific Plan was reviewed, studied, and found to comply with the California Environmental Quality Act ("CEQA") as more fully described below; and

WHEREAS, an Addendum to the Certified Program Environmental Impact Report SCH#2008071021 ("Addendum") was prepared to analyze the potential adverse environmental impacts of implementation of the Specific Plan in compliance with CEQA and was approved, along with the adoption of Findings of Fact by the Joint Powers Commission of the March Joint Powers Authority through Resolution No. 09-32; and

WHEREAS, on October 19, 2011, the Planning Commission of the March JPA ("Planning Commission") conducted a duly noticed public hearing on the Specific Plan at which time all persons wishing to testify in connection with the Specific Plan were heard and the Specific Plan was comprehensively reviewed; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance and the Specific Plan have occurred.

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

SECTION 1. The U.S. Vets Transitional Housing Program Specific Plan, hereinafter referred to as "SP-6", is hereby adopted as set forth in the attached Exhibit "B," which is incorporated by this reference, subject to the conditions of approval in the attached Exhibit "C," which is incorporated by this reference and which is hereby made a part of SP-6 as though fully set forth therein.

SECTION 2. SP-6 shall govern and control the planning, zoning, land use, development, and development approval process for improvements for all real property delineated in the legal description set forth in the attached Exhibit "A" ("Specific Plan Area"). To the extent other planning, zoning, land use, development, and development approval process regulations adopted by the March JPA are applicable and not inconsistent or in conflict with the provisions of SP-6, such regulations shall apply to the Specific Plan Area and shall not be deemed pre-empted by the adoption of SP-6. The governance and control of planning, zoning, land use, development and development approval process for improvements of real property shall be further defined as identified by the attached Exhibit "C" (Project Conditions of Approval). All prior zoning and land use restrictions for the Specific Plan Area in conflict or inconsistent with the provisions of SP-6 are hereby repealed as of the effective date of this Ordinance, and the Planning Director of the March JPA is hereby delegated the authority to modify the Official Zoning Map of the March JPA in accordance with this Ordinance to indicate the Specific Plan Area is governed by SP-6.

SECTION 3. All provisions of SP-6 are deemed separate, distinct, and severable. In the event any one or more provisions of SP-6 are rendered invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected and shall remain valid and enforceable.

SECTION 4. Based on the entire record before the Joint Powers Commission of the March Joint Powers Authority ("Commission") and all written and oral evidence presented to the Commission, the Commission finds that SP-6 was prepared, and its contents are, in accordance with Chapter 9.13 of the March JPA Development Code and California Government Code Sections 65450 et seq.

SECTION 5. Pursuant to Section 9.13.090 of the March JPA Development Code and Section 65454 of the California Government Code, and based on the entire record before the Commission and all written and oral evidence presented to the Commission, the Joint Powers Commission hereby finds that SP-6 is consistent with the General Plan of the March JPA ("General Plan") and systematically implements the goals and objectives of the General Plan for the reasons set forth in Appendix C (pp. 127) of the Specific Plan. Said reasons are hereby adopted as the findings of the Joint Powers Commission as though fully set forth in this Ordinance.

Appendix E – Current Buildings on Specific Plan Area

2009 Use	Former Air Force Use	Building Number	Year of Construction	Square Footage	2011 Status
Vacant	Three-Story Dormitory	940	1989	25,608	No Change
Vacant	Burger King / AAFES	942	1976	3,523	Vacant

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Appendix F – LEED Checklist

Sustainable Sites	Yes/No/Optional	Intent/Comments	Credit Name	Possible Points	Credit Language	Submittal Documentation	Specific Plan Location	Actual Points
Prereq 1	Y	Create an Erosion and Sedimentation Control Plan during the design phase of the project. Consider employing strategies such as temporary and permanent seeding, mulching, earth dikes, silt fencing, sediment traps and sediment basins.	**Construction Activity Pollution Prevention**	Required	Use most stringent erosion and sedimentation control requirements to create and implement an Erosion and Sedimentation Control Plan(ECP). Prevent loss of soil during construction by wind or rain, prevent sedimentation of storm sewer or receiving waters, prevent dust and particulate matter from entering the air.	A construction submittal, project drawings of ECP, proof of NPDES compliance or local reviewed SWPPP, ECP narrative.	3.13	1
Credit 1	Y	An individual building is eligible for this credit if it can be demonstrated that the area disturbed by the building's construction activity complies with credit requirements and this is demonstrated within the LEED application submittal. This approach is expected to be most useful when buildings are being constructed at different times	**Site Selection**	1	Avoid developing on portions of sites that meet any of the following criteria: Farmland. Land within 5 feet of 100-year flood level as defined by FEMA. Specifically defined Habitat for threatened or endangered species. Land within 100 feet of any wetland as defined by the most stringent federal, state, or local agency. Greenfield within 50 feet of a defined water body. Parkland	A Design submittal, provide conformation that the site does not meet any of the prohibited requirements. For special circumstances a narrative can included.	EIR / Appendix H	1
Credit 2	Y	"Channel development to urban areas with existing infrastructure and preserve habitat and natural resources." March Lifecare Campus is designed to be a pedestrian oriented campus. Existing infrastructure will be upgraded as part of the development, and neighboring habitat directly north of the site would be preserved as part of the project.	**Development Density & Community Connectivity**	1	**Option 1**. Construct on previously developed site **AND** in a community with a minimum density of 60,000 sq. ft. per acre net.(see reference guide pages 35-42 for specific form of calculations) **OR Option 2**. Construct on previously developed site **AND** within ½ mile of a residential zone or neighborhood with an average destiny of 10 units per acre net **AND** within 1/2 mile of 10 basic services.	A Design submittal, provide data and calculations to document credit compliance. Submittal varies per compliance route review reference guide.	1.3.2	1
Credit 3	N		**Brownfield Redevelopment**		n/a	n/a	n/a	0
Credit 4.1	Y	"Reduce pollution and land development impacts from automobile use." The project is designed to be a	**Alternative Transportation**, Public Transportation	1	Locate project within 1/2 mile of existing or planned & funded commuter rail, light rail	A Design submittal. For rail provide a vicinity drawing showing the project site and the	3.4.5	1

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		pedestrian oriented campus with an emphasis on public transportation. RTA provides two bus stops in the project area and would increase services to the campus project at build-out. Additionally, a shuttle service is planned to connect to a future metrolink station west of the 215 freeway within the MJPA.	Access		or subway station **OR** Locate project within 1/4 mile of one or more stops for 2 or more public or campus bus lines	location of all (existing and propose) fixed rail station within ½ mile. A listing of each fixed rail station and the distance form the station to the project site in miles. For bus provide a vicinity drawing showing the project site and the location of all bus stops within 1/4 mile. A listing of each bus line and the distance form the station to the project site in mile		
Credit 4.2		For institutional buildings, provide secure bicycle racks and/or storage, AND provide shower and changing facilities in the building or nearby.	**Alternative Transportation**, Bicycle Storage & Changing Rooms		For commercial or institutional buildings, provide secure bicycle racks and or storage within 200 yards of building entrance for 5% or more of all building users measured at peak period. **AND** provide shower and changing facilities in the building or within 200 yards of a building entrance for 0.5% of Full-Time Equivalent occupants. (see reference guide pages 55-58 for specific form of calculations)	A Design submittal. Provide FTE occupancy and transient occupancy for the project. Provide project drawings to show the locations of the secure bicycle storage areas and shower/changing facilities.	3.4.6	1
Credit 4.3		Where the campus has a central fleet operation or motor pool, at least 50% of the vehicles available must be alternative fuel vehicles (as defined above). Bi-fuel vehicles must utilize the alternative fuel option. In the case of centralized parking, accommodations for alternative-fuel vehicles may be made at the central facilities, providing that those accommodations are credited cumulatively to each building's need based on the preceding criteria. The centralized parking must be within ¼ mile of the building(s) or serviced by a campus shuttle.	**Alternative Transportation**, Low-Emitting and Fuel-Efficient Vehicles	**1**	**Option 1**. Provide low-emitting and fuel-efficient vehicles for 3% of FTE occupants AND provide preferred parking for these vehicles. **OR Option 2**. Provide preferred parking for low-emitting and fuel-efficient vehicles for 5% of the parking provided on the site.	A Design submittal. Provide FTE occupancy for the project. Provide the total parking capacity of the site. **Option 1** provide project drawings to show the location of the preferred parking spaces for the low-emitting and fuel-efficient vehicles. Confirm quantity of low-emitting and fuel-efficient vehicles provided and their make, model and manufacturer. Confirm whether each vehicle is a zero-emission vehicle or enter each vehicle's ACEEE score. **Option 2** provide project drawings to show the location of the preferred parking spaces for the low-emitting and fuel-efficient vehicles. Confirm the number of preferred parking spaces provided.	3.4.4	1
Credit	Y	"Reduce pollution and land	**Alternative**	**1**	**Option 1**. Size parking	Design Submittal.	4.8.3	1

4.4		development impacts from single occupancy vehicle use." Size parking capacity to not exceed minimum local zoning requirements, AND, provide preferred parking for carpools or vanpools.	**Transportation**, Parking Capacity		to not exceed minimum local zoning AND provide preferred parking for carpools or vanpools for 5% of the total provided parking.**OR Option 2**. Provide parking for less than 5% of FTE building occupants, parking that is provided is for carpool or vanpool **OR Option 4** Provide no new parking.	Provide FTE occupancy for the project. Provide total parking capacity of the site. Confirm the appropriate project compliance path.		
Credit 5.1	N		**Site Development,** Protect of Restore Habitat	**1**	**N/A**	N/A	N/A	0
Credit 5.2	N		**Site Development,** Maximize Open Space	**1**	**N/A**	N/A	N/A	0
Credit 6.1	Y	The Project will limit disruption of natural hydrology by reducing impervious cover, increasing on-site infiltration, and managing Stormwater runoff	**Stormwater Design,** Quantity Control	**1**	**Option 1.** (existing impervious is ≤50%) Implement a stormwater management plan that prevents the post-development peak discharge rate and quantity from exceeding the pre-development peak discharge rate and quantity for the one- and two-year, 24-hour design storms. **OR** Implement a stormwater management plan that protects receiving stream channels from excessive erosion by implementing a stream channel protection strategy and quantity controls strategies.**OR Option 2.** (existing impervious is ≥50%) Implement a stormwater management plan that results in a 25% decrease in the volume of stormwater runoff from the two-year, 24-hour design storm.	Design Submittal. Provide the pre-development site run-off rate (cfs). Provide the pre-development site run-off quantity (qf). Provide the post-development site run-off rate (cfs). Provide the post-development site run-off quantity (qf). **OR** Provide a narrative describing the project site conditions, measure taken, and controls implemented to prevent excessive stream velocities and associated erosion.	3.8.2	1
Credit 6.2	Y	The Project will reduce or eliminate water pollution by reducing impervious cover, increasing on-site infiltration, eliminating sources of contaminants, and removing pollutants	impervious cover, increasing on-site infiltration, eliminating sources of contaminants, and removing	**1**	Implement a stormwater management plan that reduces impervious cover, promotes infiltration, and captures and treats the	Design Submittal. For Non-structural BMP's- Provide a list of BMP's including a description of the function of each BMP and the percent annual rainfall treated.	3.8.3	1

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		from Stormwater runoff.	pollutants from Stormwater runoff. **Stormwater Design,** Quality Control		stormwater runoff from 90% of the average annual rainfall using acceptable BMP's. BMP's used must be capable of removing 80% of the average annual post development TSS load based on existing monitoring reports.	Fro Structural Controls- Provide a list of structural controls, including a description of the pollutant removal of each control and the percent of annual rainfall treated. **AND** Provide an optional narrative.		
Credit 7.1	Y	The Project will provide any combination of the following strategies for 50% of the site hardscape (roads, sidewalks, courtyards and parking lots) - Use paving materials with a Solar Refectance Index (SRI) of at least 29. Place a minimum of 50% of parking spaces under cover. Any roof used to shade or cover parking must have an SRI of at least 29.	**Heat Island Effect,** Non-Roof	**1**	**Option 1.** Provide any combination of the following strategies for 50% of the site hardscape (including roads, sidewalks, courtyards and parking lots) Shade within 5 years of occupancy, Paving materials with a Solar Reflectance Index (SRI) of at least 29, Open grid pavement system **OR Option 2**. Place a minimum of 50% of parking spaces under cover (defined as underground, under deck, under roof or under a building) Any roof used to shade or cover parking must have an SRI of at least 29.	Construction Submittal. Provide project site drawings high-lighting the location of specific paving materials, landscape shading, and/or underground or covered parking. **AND Option 1**. Provide the measured reflectance and emittance of each paving material installed on site, the total area of hardscape, total area of hardscape to be shaded within 5 years, total area of installed SRI compliant hardscape materials. **OR Option 2**. Total number of parking spaces provided on-site, total number of covered parking spaces provided on-site, **AND** (for either compliance option) Provide an optional narrative, confirm that the roof material covering or shading the parking has an SRI of at least 29.	4.4.7	1
Credit 7.2	O	An average of compliance for building roof areas may be used to meet these requirements when more than one building is on the site. For each building or for the group of buildings, combinations of high albedo and vegetated roof must collectively cover 75% of the roof area.	**Heat Island Effect,** Roof	**1**	**Option 1**. Use roofing materials having a SRI ≥78 for low sloped roof, SRI ≥29 for steep-sloped roof **OR Option 2**. Install a vegetated roof for at least 50% of the roof area. **OR Option 3**. Install a combination of the two (see reference guide)	Design Submittal. **Option 1** Provide total area of installed SRI compliant roofing materials, Provide a listing of installed roofing materials and their SRI values. **OR** Option 2 Provide total area of installed green roof systems. **OR Option 3**. Provide total area of installed green roof system, total area of installed SRI compliant roofing materials, provide a listing of installed roofing materials and their SRI values. **AND** Optional narrative.	Optional	0
Credit 8	Y	"Minimize light trespass from the building and the site, reduce sky-glow to	**Light Pollution Reduction**	**1**	For exterior lighting: Only light as required for safety and comfort.	Design Submittal. Provide copies of the project lighting	4.9.9	1

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		increase night sky access, improve nighttime visibility through glare reduction, and reduce development impact nocturnal environments."			Do not exceed 80% of the lighting power densities for exterior areas and 50% for building facades and landscape features as defined in ASHRAE / IESNA Standard 90.1-2004, Exterior Lighting Section, without amendments. All projects shall be classified under one of the following zones, as defined in IESNA RP-33, and shall follow all of the requirements for that specific zone: LZ1-Dark (park and rural settings), LZ2-Low (Residential Areas), LZ3-Medium (Commercial/Industrial, High-Density Residential), LZ4-High (Major City Centers, Entertainment Districts)	drawings to document the location and type of fixtures installed. **AND** Complete the lighting power density tables on the submittal template; location and ID of each installed exterior luminaire; site area to be illuminated by the luminaire; installed LPD and ASHRAE-allowable LPD. Confirm the site zone classification for the project. Complete the site Lumen Calculation on the submittal template, type, ID, quantity installed, initial lamp lumens above 90 degrees from nadir. **AND** Provide a narrative that includes specific information regarding the light trespass analysis conducted to determined compliance.		
Credit 1.1	Y	Limit or eliminate the use of potable water, or other natural surface or subsurface water recourses available on or near the project site, for landscape irrigation.	**Water Efficient Landscaping**, Reduce by 50%	**1**	Reduce Potable water consumption for irrigation by 50% from a calculated mid-summer baseline case. Reductions shall be attributed to any combination of the following items: Plant species factor, Irrigation efficiency, use of captured rainwater, use of recycled rainwater, use of recycled wastewater, use of water treated and conveyed by a public agency specifically for non-potable uses.	Design Submittal. Provide the project's calculated baseline Total Water Applied (TWA)(gal), The project's calculated design case TWA, total non-potable water supply available for irrigation purposes, narrative	4.9.1	1
Credit 1.2	N	Eliminate the use of potable water, or other natural surface or subsurface water resources available on or near the project site, for landscape irrigation.	**Water Efficient Landscaping**, No Potable Use or No Irrigation	**1**	Achieve Credit 1.1 **AND** Use only captured rainwater, recycled wastewater, recycled greywater, or water treated and conveyed by a public agency specifically for non-potable uses for irrigation.		4.9.1	1
Credit 2	N	Reduce generation of wastewater and potable water demand, while increasing the local aquifer recharge.	**Innovative Wastewater Technologies**	**1**	N/A	N/A	N/A	0
Credit 3.1	O	Incorporate Savings By Design Measures. Because of the varying occupant numbers in some types of	**Water Use Reduction**, 20% Reduction	**1**	Employ strategies that in aggregate use 20% less water than the water use baseline	Design Submittal. Provide the project's calculated occupants, the project's calculated	Optional	0

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		campus buildings (including students, staff, and visitors) an alternative method of calculating this credit may be used. Rather than basing the calculations on the number of occupants, the water use may be based on the total number of each type of applicable fixtures in the building and the estimated number of uses for each of these. For example, for public water closets a sample calculation is as follows: Total Daily Water Use (Public WC) = Total Number Of Fixtures x Estimated Daily Uses x Flow Rate(GPF) x Duration. The calculations should use the same fixture count and daily use numbers for the base and proposed case. This provides a reasonable representation of base and proposed case water use. Calculations should include all flush fixtures and the following flow fixtures: public and private lavatories, public and private showers, kitchen faucets, and laboratory and service lavatories. The following as process loads may be excluded: eyewash fountains, emergency showers, water coolers, and water fountains.			calculated for the building (not including irrigation) after meeting the Energy Policy Act of 1992 fixture performance requirements. Calculations are based on estimated occupant usage and shall include only the following fixtures: water closets, urinals, lavatory faucets, showers and kitchen sinks.	design case water usage, the project's calculated baseline water usage, for projects using non-potable water for sewage conveyance, provide total non-potable water supply (gal) available for sewage conveyance, narrative		
Credit 3.2	O	Individual users may attempt to achieve this requirement on their own but it will not be required as part of the Specific Plan.	**Water Use Reduction**, 30% Reduction	**1**	Employ strategies that in aggregate use 30% less water than the water use baseline calculated for the building (not including irrigation) after meeting the Energy Policy Act of 1992 fixture performance requirements. Calculations are based on estimated occupant usage and shall include only the following fixtures: water closets, urinals, lavatory faucets, showers and kitchen sinks.	Design Submittal. Provide the project's calculated occupants, the project's calculated design case water usage, the project's calculated baseline water usage, for projects using non-potable water for sewage conveyance, provide total non-potable water supply (gal) available for sewage conveyance, narrative	Optional	0
Prereq 1	y	Verify that the building's energy related systems are installed, calibrated and perform according to the owner's project requirements(OPR), basis of design(BOD), and	**Fundamental Commissioning of the Building Energy Systems**	Required	1) Designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the commissioning	Construction Submittal. Provide name and company information for the CxA. Confirm that the 6 tasks have been completed. Provide a narrative.	4.10.8	1

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		construction documents. Systems to be commissioned: Heating, ventilating, air conditioning, and refrigeration systems (HVAC&R) and associated controls, lighting and daylighting controls and domestic hot water systems			process activities. a) The CxA shall have documented commissioning authority experience in at least two building projects. b) The individual serving as the CxA shall be independent of the project's design and construction management, though they may be employees of the firms providing those services. The CxA may be a qualified employee or consultant of the owner. c) The CxA shall report results, findings and recommendations directly to the owner. d) For projects smaller than 50,000 gross sq. ft., the CxA may include qualified persons on the design or construction teams who have the required experience. 2) The owner shall document the OPR. The design team shall develop the BOD. The CxA shall review these documents for clarity and completeness. 3) Develop and incorporate commissioning requirements into the construction documents. 4) Develop and implement a commissioning plan. 5) Verify the installation and performance of the systems to be commissioned. 6) Complete a summary commissioning report. (review reference guide)			
Prereq 2	y	Design the building envelope, HVAC, lighting, and other systems to maximize energy performance. The ASHRAE 90.1-2004 User's Manual contains worksheets that can be used to document compliance with this prerequisite. For projects pursuing points under EA Credit 1, the computer	**Minimum Energy Performance**	Required	Design building to comply with mandatory provisions of ASHRAE/IESNA Standard 90.1-2004; **and** the prescriptive requirements or performance requirements of ASHRAE/IESNA Standard 90.1-2004.	Design Submittal. Confirm that the project meets The requirements of the ASHRAE 90.1-2004, Provide an optional narrative	4.10.8	1

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		simulation model may be used to confirm satisfaction of this prerequisite. If a local code has demonstrated quantitative and textual equivalence following, at a minimum, the U.S. Department of Energy standard process for commercial energy code determination, then it may be used to satisfy this prerequisite in lieu of ASHRAE 90.1-2004. Details on the DOE process for commercial energy code determination can be found at www.energycodes.gov/implement/determinations_com.stm.						
Prereq 3	y	Reduce ozone depletion.	**Fundamental Refrigerant Management**	Required	Zero use of CFC-based refrigerants in new base building HVAC&R systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion prior to project completion. Phase-out plans extending beyond the project completion date will be considered on their merits.	Design Submittal. Confirm that the project does not use CFC refrigerants.**OR** Confirm that the project has a phase out plan for any existing CFC-based equipment. Provide a narrative.	4.10.8	1
Credit 1		Achieve increasing levels of energy performance above the baseline in the prerequisite standard to reduce environmental and economic impacts associated with excessive energy use. Requirements for 20% more efficiency thanTitle 24 in the Specific Plan will allow buildings in to qualifiy for 4 LEED points under this section. Taking advantage of Savings By Design with Edison could also increase users' potential to qualify for additional points.	**Optimize Energy Performance**	1 to 10	Option 1 Whole Building Energy Simulation (for options 2 & 3 (4 points, 2-5 points) see reference manual). 2 points on this scale are required as of June, 2007. Demonstrate a percentage improvement in the proposed building performance rating compared to the baseline building performance rating per ASHRAE/IESNA Standard 90.1-2004. Proposed design must comply with the mandatory provisions in Standard 90.1-2004; must include all the energy costs within and associated with the building project; **AND** project must be compared against a	Design Submittal. The EA Credit 1 Submittal Template (on USGBC website) provides detailed tables and calculations to assist with the completion of this credit	Title 24 Requirements, 2007 Savings by Design Healthcare modeling Procedures	4

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					baseline building that complies with Appendix G, Standard 90.1-2004.			
Credit 2	y	Encourage and recognize increasing levels of on-site renewable energy self-supply in order. Implementing a solar roof program for proposed buildings and parking lots would allow the project to qualify for these points.	**On-Site Renewable Energy**	1 to 3	Calculate project performance by expressing the energy produced by the renewable systems as a percentage of the building annual energy cost. Use the building annual energy cost calculated in EA Credit 1 or use the Department of Energy (DOE) Commercial Buildings Energy Consumption Survey (CBECS) database to determine the estimated electricity use.	Design Submittal. The EA Credit 2 Submittal Template (on USGBC website) provides detailed tables and calculations to assist with the completion of this credit. Provide on-site renewable energy source, annual energy generated for each source, backup fuel for each source, Describe the source of annual energy cost information	4.10.8	1
Credit 3	O	Begin the commissioning process early during the design process and execute additional activities after systems performance verification is completed	**Enhanced Commissioning**	**1**	1. Prior to the start of the construction documents phase, designate an independent Commissioning Authority (CxA) to lead, review, and oversee the completion of all Cx process activities. The CxA shall, at a minimum, perform Tasks 2, 3 and 6. Other team members may perform Tasks 4 and 5.a. The CxA shall have documented CxA experience in at least two building projects. b. The individual serving as the CxA shall be- i. independent of the work of design and construction; ii. not an employee of the design firm, though they may be contracted through them; iii. not an employee of, or contracted through, a contractor or construction manager holding construction contracts; iv. (can be) a qualified employee or consultant of the owner. c. The CxA shall report results, findings and recommendations directly to the owner. d. This requirement	Construction Submittal. The following project data and calculation information is required to document credit compliance. Provide the name, firm and experience information for the CxA, confirm that the 6 required tasks have been completed, provide a narrative description of the results of the commissioning design review, implementation of the systems manual and training, and the plan for the review of building operation at 8 to 10 months.	Optional	0

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					has no deviation for project size. 2. The CxA shall conduct, at a minimum, one Cx design review of the OPR, BOD, and design documents prior to mid-construction documents phase and back-check the review comments in the subsequent design submission. 3. The CxA shall review contractor submittals applicable to systems being commissioned for compliance with the OPR and BOD. This review shall be concurrent with A/E reviews and submitted to the design team and the owner. 4. Develop a systems manual that provides future operating staff the information needed to understand and optimally operate the commissioned systems. 5. Verify that the requirements for training operating personnel and building occupants are completed. 6. Assure the involvement by the CxA in reviewing building operation within 10 months after substantial completion with O&M staff and occupants. Include a plan for resolution of outstanding commissioning-related issues.			
Credit 4	Y	Reduce ozone depletion and support early compliance with the Montreal Protocol while minimizing direct contributions to global warming.	**Enhanced Refrigerant Management**	**1**	**OPTION 1** Do not use refrigerants. **OR OPTION 2** Select refrigerants and HVAC&R that minimize or eliminate the emission of compounds that contribute to ozone depletion and global warming. The base building HVAC&R equipment shall comply with the following formula, which sets a maximum threshold for the	Design Submittal. Using the online Submittal Templates: provide the HVAC&R equipment types, including number, size (tons), refrigerant, and refrigerant charge, provide a narrative describing any special circumstances or calculation explanations.	4.10.8	1

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					combined contributions to ozone depletion and global warming potential **AND** Do not install fire suppression systems that contain ozone-depleting substances (CFCs, HCFCs or Halons).			
Credit 5	O	Provide for the ongoing accountability of building energy consumption over time	**Measurement & Verification**	**1**	Develop and implement a Measurement & Verification (M&V) Plan consistent with Option D or Option B, (see reference guide), The M&V period shall cover a period of no less than one year of post-construction occupancy.	Construction Submittal. Confirm IPMVP Option pursued by the project, Upload copy of M&B plan, provide a narrative for special circumstances	Optional	0
Credit 6	O	Encourage the development and use of grid-source, renewable energy technologies on a net zero pollution basis.	**Green Power**	**1**	Provide at least 35% of the building's electricity from renewable sources by engaging in at least a two-year renewable energy contract. Renewable sources are as defined by the Center for Resource Solutions (CRS) Green-e products certification requirements. Determine baseline electricity use: Use the annual electricity consumption from the results of EA Credit 1. **OR** Use the Department of Energy (DOE) Commercial Buildings Energy Consumption Survey (CBECS) database to determine the estimated electricity use.	Construction Submittal. OPTION 1 Provide the name of the green power provider and contract term. Provide total annual electricity consumption (kWh) and total annual green power purchase (kWh). OPTION 2 Provide the name of the renewable energy certificate vendor. Provide total annual electricity consumption (kWh). Provide the value of the green tags purchased (kWh).	Optional	0
Atmosphere & Energy Totals			**9 (yes) - 0 (no) - 2 (optional)**					

Materials & Resources	**Yes/No/ Optional**	**Intent / Comments**	**Credit Name**	**Possible Points**	**Credit Language**	**Submittal Documentation**	**Specific Plan Location**	**Actual Points**
Prereq 1	Y	Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills.	**Storage & Collection of Recyclables**	Required	Provide an easily accessible area that serves the entire building and is dedicated to the collection and storage of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics and metals. *A guide for the recycle area size is provided on Page 240,*	Design Submittal. Confirm that recycling collection areas have been provided, per requirements, to meet the needs of the project. Confirm the types of materials that are being collected for recycling. Provide an optional narrative describing any special circumstances or considerations regarding the	3.8, 4.4.5, and 4.4.6	1

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					table 1 Recycling Area Guidelines of the Reference Guide.	project's prerequisite approach.		
Credit 1.1	N	Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.	**Building Reuse**, Maintain 75% of Existing Walls, Floors & Roof	**1**	N/A	N/A	N/A	0
Credit 1.2	N	Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.	**Building Reuse**, Maintain 100% of Existing Walls, Floors & Roof	**1**	N/A	N/A	N/A	0
Credit 1.3	N	Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.	**Building Reuse**, Maintain 50% of Interior Non-Structural Elements	**1**	N/A	N/A	N/A	0
Credit 2.1	O	Divert construction and demolition debris from disposal in landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.	**Construction Waste Management**, Divert 50% from Disposal	**1**	Recycle and/or salvage at least 50% of non-hazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or co-mingled. Excavated soil and land-clearing debris do not	Construction Submittal. Complete the construction waste calculation tables in the Submittal Template. The following information will be required to fill in these tables: general description of each type/category of waste generated; location of receiving agent (recycler/landfill) for waste; quantity of waste diverted (by category) in tons, or cubic yards, Provide a narrative describing the	3.8	1

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					contribute to this credit. Calculations can be done by weight or volume, but must be consistent throughout.	project's construction waste management approach. The narrative should include the project's Construction Waste Management Plan.		
Credit 2.2	O	Divert construction and demolition debris from disposal in landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.	**Construction Waste Management**, Divert 75% from Disposal	**1**	Recycle and/or salvage an additional 25% beyond MR Credit 2.1 (75% total) of nonhazardous construction and demolition debris. Excavated soil and land-clearing debris does not contribute to this credit. Calculations can be done by weight or volume, but must be consistent throughout.		Optional	0
Credit 3.1	O	Reuse building materials and products in order to reduce demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources. Identify opportunities to incorporate salvaged materials into building design and research potential material suppliers. Consider salvaged materials such as beams and posts, flooring, paneling, doors and frames, cabinetry and furniture, brick and decorative items.	**Materials Reuse**, 5%	**1**	Use salvaged, refurbished or reused materials such that the sum of these materials constitutes at least **5%**, based on cost, of the total value of materials on the project. *Mechanical, electrical and plumbing components and specialty items such as elevators and equipment shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7*	Construction Submittal. Provide the total project materials cost (Divisions 2–10) or provide the total project cost for Divisions 2–10 to apply the 45% default materials value. Provide a tabulation of each salvaged/ reused material used on the project. The tabulation must include a description of the material, the source/vendor for the material and the product cost. Provide a narrative describing the materials reuse strategy implemented by the project. Include specific information about reused/salvaged materials used on the project.	Optional	0
Credit 3.2	O	Reuse building materials and products in order to reduce demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.	**Materials Reuse**,10%	**1**	Use salvaged, refurbished or reused materials such that the sum of these materials constitutes at least **10%**, based on cost, of the total value of materials on the project. *Mechanical, electrical and plumbing components and specialty items such as elevators and equipment shall not be*		Optional	0

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					included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7			
Credit 4.1	Y	Increase demand for building products that incorporate recycled content materials, thereby reducing impacts resulting from extraction and processing of virgin materials.	**Recycled Content**, 10% (post-consumer + ½ pre-consumer)	**1**	Use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the pre-consumer content constitutes at least **10%** *(based on cost)* of the total value of the materials in the project. The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value. *Mechanical, electrical and plumbing components and specialty items such as elevators shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7.* (See reference guide pages 265-271 for specific definitions of post-consumer content and pre-consumer content)	Construction Submittal. Provide the total project materials cost (Divisions 2–10) or provide the total project cost for Divisions 2–10 to apply the 45% default materials value, Provide a tabulation of each material used on the project that is being tracked for recycled content, The tabulation must include a description of the material, the manufacturer of the material, the product cost, the pre-consumer and/or post-consumer recycled content percentage, and the source of the recycled content data, Provide an optional narrative	4.10.5	1
Credit 4.2	O	Increase demand for building products that incorporate recycled content materials, thereby reducing impacts resulting from extraction and processing of virgin materials.	**Recycled Content**, 20% (post-consumer + ½ pre-consumer)	**1**	Use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the pre-consumer content constitutes at least **20%** *(based on cost)* of the total value of the materials in the project. The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then	Construction Submittal. Provide the total project materials cost (Divisions 2–10) or provide the total project cost for Divisions 2–10 to apply the 45% default materials value, Provide a tabulation of each material used on the project that is being tracked for recycled content, The tabulation must include a description of the material, the manufacturer	Optional	0

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					multiplied by the cost of assembly to determine the recycled content value. *Mechanical, electrical and plumbing components and specialty items such as elevators shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7*. (See reference guide pages 265-271 for specific definitions of post-consumer content and pre-consumer content)	of the material, the product cost, the pre-consumer and/or post-consumer recycled content percentage, and the source of the recycled content data, Provide an optional narrative		
Credit 5.1	Y	Increase demand for building materials and products that are extracted and manufactured within the region, thereby supporting the use of indigenous resources and reducing the environmental impacts resulting from transportation.	**Regional Materials**, 10% Extracted, Processed & Manufactured Regionally	**1**	Use building materials or products that have been extracted, harvested or recovered, as well as manufactured, within 500 miles of the project site for a minimum of **10%** *(based on cost)* of the total materials value. If only a fraction of a product or material is extracted / harvested / recovered and manufactured locally, then only that percentage *(by weight)* shall contribute to the regional value. *Mechanical, electrical and plumbing components and specialty items such as elevators and equipment shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7.*	Construction Submittal. Provide the project's total project cost (for application of 45% default factor) or total materials cost. Note this reported value must be consistent across all MR credits. Complete the regional materials calculation table in the Submittal Template. The following information will be required to fill in this table: product name for each tracked material; material manufacturer; total product cost for each tracked material; percentage of product, by weight, that meets both the extraction and manufacture criteria; distance between the project site and extraction / harvest / recovery site; distance between the project site and the final manufacturing location. Provide an optional narrative.	4.10.5	1
Credit 5.2	O	Increase demand for building materials and products that are extracted And manufactured within the region, thereby supporting the use of indigenous	**Regional Materials**, 20% Extracted, Processed & Manufactured Regionally	**1**	Use building materials or products that have been extracted, harvested or recovered, as well as manufactured, within 500 miles of the project site for an additional 10% beyond MR Credit 5.1 (total of **20%**, *based on cost*)		Optional	0

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		resources and reducing the environmental impacts resulting from transportation.			of the total materials value. If only a fraction of the material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.			
Credit 6	Y	Reduce the use and depletion of finite raw materials and long-cycle renewable materials by replacing them with rapidly renewable materials. *Establish a project goal for rapidly renewable materials and identify products and suppliers that can support achievement of this goal. Consider materials such as bamboo, wool, cotton insulation, agrifiber, linoleum, wheatboard, strawboard and cork. During construction, ensure that the specified renewable materials are installed.*	**Rapidly Renewable Materials**	**1**	Use rapidly renewable building materials and products (made from plants that are typically harvested within a ten-year cycle or shorter) for 2.5% of the total value of all building materials and products used in the project, based on cost.	Construction Submittal. Provide the project's total project cost (for application of 45% default factor) or total materials cost. Note this reported value must be consistent across all MR credits. Complete the rapidly renewable materials calculation table in the Submittal Template. The following information will be required to fill in this table: product name for each tracked material; material manufacturer; total product cost for each tracked material; percentage of product, by weight, for each material that meets the rapidly renewable criteria. Provide an optional narrative.	4.10.5	1
Credit 7	N	Use a minimum of 50% of wood-based materials and products, which are certified in accordance with the Forest Stewardship Council's (FSC) Principles and Criteria, for wood building components. These components include, but are not limited to, structural framing and general dimensional framing, flooring, sub-flooring, wood doors and finishes. Only	**Certified Wood**	**1**	N/A	N/A	N/A	0

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		include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7.						
Indoor Environmental Quality	**Yes/No/ Optional**	**Intent / Comments**	**Credit Name**	**Possible Points**	**Credit Language**	**Submittal Documentation**	**Specific Plan Location**	**Actual Points**

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Appendix G – Plant Palette

TREES:

Botanical name (Common name)

Acacia species (Acacia)
Agonis flexuosa (Peppermint Tree)
Albizia julibrissin (Silk Tree)
Arbutus unedo (Strawberry Tree)
Bauhinia variegata –purpurea (Purple Orchid Tree)
Bauhinia X blakeana (Hong Kong Orchid Tree)
Brachychiton populneus (Bottle Tree)
Brahea armata (Blue Hesper Palm)
Callistemon citrinus (Lemon Bottlebrush)
Calocedrus decurrens (Incense Cedar)
Cedrus deodara (Deodar Cedar)
Cercidium floridum (Blue Palo Verde)
Cercis occidentalis (Western Redbud)
Chilopsis linearis (Desert Willow)
Chitalpa tashkentensis (Chitalpa)
Chorisia speciosa (Floss Silk Tree)
Cinnamomum camphora (Camphor Tree)
Cupaniopsis anacardioides (Carrot Wood)
Cupressus sempervirens (Italian Cypress)
Dracaena draco (Dragon Tree)
Elaeocarpus decipiens (Japanese Blueberry Tree)
Eriobotrya deflexa (Bronze Loquat)
Erythrina americana (Naked Coral Tree)
Ficus microcarpa (Indian Laurel Fig)
Fraxinus uhdei (Shamel Ash)
Geijera parviflora (Australian Willow)
Jacaranda mimosifolia (Jacaranda)
Juglans californica (S. Califonia Black Walnut)
Koelreuteria bipinatta (Chinese Flame Tree)
Koelreuteria paniculata (Golden Rain Tree)
Lagerstroemia indica (Crape Myrtle)
Laurus nobilis 'Saratoga' (Sweet Bay)
Lophostemon conferta (Brisbane Box)
Magnolia grandiflora (Magnolia Species)
Melaleuca nesophila (Pink Melaleuca)
Olea europaea 'Swan Hill' (Fruitless Olive)
Phoenix canariensis (Canary Island Date Palm)
Phoenix dactylifera (Date Palm)
Pinus canariensis (Canary Island Pine)
Pinus halepensis (Aleppo Pine)
Pistacia chinensis (Chinese Pistache)

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Platanus acerifolia (London Plane Tree)
Platanus racemosa (California Sycamore)
Podocarpus gracilior (Fern Pine)
Podocarpus henkelii (Long Leafed Yellow Wood)
Podocarpus macrophyllus (Yew Pine)
Populus fremontii (Fremont Cottonwood)
Prosopis Species (Mesquite)
Prunus caroliana (Carolina Laurel Cherry)
Prunus cerasifera 'Krauter Vesuvius' (Purple Leaf Plum)
Pyrus C. 'Bradford' (Bradford Pear)
Quercus agrifolia (Coast Live Oak)
Quercus engelmanii (Mesa Oak)
Quercus ilex (Holly Oak)
Quercus virginiana (Southern Live Oak)
Rhus lancea (African Sumac)
Schinus molle (California Pepper Tree)
Washingtonia robusta (Mexican Fan Palm)

SHRUBS:

Botanical name (Common name)
Abelia 'Edward Goucher' (Glossy Abelia)
Acacia craspedocarpa (Leather Leaf Acacia)
Agapanthus species (Lily of the Nile)
Agave Americana (Century Plant)
Agave desmettiana (Desmettiana Agave)
Aloe species (Aloe)
Anigozanthos cultivars (Kangaroo Paw)
Anisacanthus spp. (Desert Honeysuckle)
Artemisia californica (California Sagebrush)
Baccharis pilularis (Coyote Brush)
Berberis thunbergii (Japanese Barberry)
Bougainvillea spp. (Bougainvillea)
Buxus microphylla japonica (Japanese Boxwood)
Carissa macrocarpa 'Boxwood Beauty' (Boxwood Beauty Natal Plum)
Ceanothus spp. (California Wild Lilac)
Cistus spp. (Rockrose)
Convolvulus cneorum (Bush Morning Glory)
Correa spp. (Austrailian Fuchsia)
Cotoneaster apiculatus (Cranberry Cotoneaster)
Cycas revoluta (Sago Palm)
Dietes bicolor (Fortnight Lily)
Dodonaea viscosa 'Purpurea' (Purple Hopbush)
Echeveria elegans (Hens and Chickens)
Echium fastuosum (Pride of Madeira)
Elaeagnus pungens (Silverberry)
Eriogonum fasciculatum (California Buckwheat)
Escallonia 'fradesii' (Escallonia)

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Euonymus japonicus spp. (Euonymous)
Feijoa sellowiana (Pineapple Guava)
Festuca glauca (Blue Fescue)
Grevellia 'Noellii' (Noel's Grevellia)
Hemerocallis hybrids (Day Lily)
Heuchera sanguinea (Coral Bells)
Ilex cornuta 'Burfordii' (Burford Holly)
Juniperus chinensis spp (Juniper)
Justicia spicigera (Mexican Honeysuckle)
Lantana camara (Bush Lantana)
Leptospermum laevigatum (Australian Tea Tree)
Ligustrum japonicum 'Texanum' (Texas Privet)
Liriope muscari (Big Blue Lilyturf)
Lonicera nitida (Box Honeysuckle)
Mimulus aurantiacus (Sticky Monkey Flower)
Muhlenbergia rigens (Deer Grass)
Myrsine Africana (African Boxwood)
Nandina domestica species (Heavenly Bamboo)
Phormium tenax (New Zealand Flax)
Photinia x fraseri (Fraser's Photinia)
Prunus caroliniana 'Bright 'n Tight' (Dwarf Caroliana Laurel Cherry)
Pyracantha species (Firethorn)
Rhaphiolepis indica species (Indian Hawthorn)
Rhus integrifolia (Lemonade Berry)
Ribes speciousum (Fuchsia Flowering Gooseberry)
Rosa banksiae (Lady Bank's Rose)
Salvia greggii & hybrids (Autumn Sage)
Salvia leucantha (Mexican Bush Sage)
Tecoma stans (Yellow Trumpet Flower)
Viburnum suspensum (Sandankwa Viburnum)

GROUNDCOVER
Botanical name (Common name)
Aptenia 'Red Apple' (Red Apple)
Baccharis pilularis 'Pigeon Point' (Dwarf Coyote Bush)
Carissa macrocarpa 'Prostrata' (Prostrate Natal Plum)
Drosanthemum floribundum (Rosea Ice Plant)
Lonicera japonica 'Halliana' (Hall's Japanese Honeysuckle)
Myoporum 'Pacificum' (Pacific Myoporum)
Trachelospermum jasminoides (Star Jasmine)

VINES:
Botanical name (Common name)
Bougainvillea species (Bougainvillea)
Distictis buccinatoria (Blood Red Trumpet Vine)
Rosa banksiae (Lady Bank's Rose)
Wisteria sinensis (Chinese Wisteria)

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Appendix H – List of Definitions

Purpose

The purpose of this section is to promote consistency and precision in the application and interpretation of development and zoning terms and definitions. The meaning and construction of words and phrases defined in this section shall apply in regards to all development within the Specific Plan area, except where the context and usage of such words or phrases clearly indicates a different meaning or construction intended in that particular case.

Definitions

The following definitions shall apply to the U.S. Vets Transitional Housing Program Specific Plan.

Abutting - having lot lines or zone boundaries in common.

Access road - a graded road with such improvements and of such width, as required in this Specific Plan, which provides access from a division of land to an existing maintained street or highway.

Addition - any construction that is attached to an existing building and which increases the size of a building or facility in terms of site coverage, height, length, width, or gross floor area.

Adjoining - means district boundaries or lot lines in common.

Advertising Sign – Those which direct attention to the goods and services sold, leased, or otherwise provided and made available, which shall include the name of the leasehold premises and may include names or sub-tenancies located thereon.

Airport - any area which is used or intended to be used for the taking off and landing of aircraft, including helicopters, and any appurtenant areas which are used or are intended go be used for airport buildings or facilities, including open spaces, taxiways and tie-down areas.

Ancillary Use - a use that is in addition and subordinate to the primary use.

Antenna – means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally based structures.

Antenna, Noncommercial - “Noncommercial antenna” means an antenna or satellite dish not used in conjunction with a business, or commercial enterprise.

Antenna, Satellite Dish - “Satellite dish antenna” means a transmitting and receiving antenna, typically parabolic, disc or double convex shaped with an active element

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external to the disc that communicates by line of sight with another similar antenna or an orbiting satellite.

Antenna (transmission) - any system of wires, poles, pods, towers, whips, reflecting discs, or similar devices for transmission of electromagnetic waves.

Architectural features - any portion of the outer surface of a structure, including, but not limited to, the kind, color and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, awnings and canopies, screens, sculptures, decoration, roof shape and materials, and other fixtures appurtenant to a structure.

Architectural control - public regulation of the design of private buildings to develop, preserve, or enhance the attractiveness or character of a particular area or individual building.

Awning Sign – a message integrated into the surface of an architectural awning structure mounted parallel to the building façade.

Berm - a mound of earth of varying height.

Blade Sign – a wall-mounted projecting or canopy-suspended sign at the pedestrian level adjacent to a building entry.

Block - a unit of land bounded by streets or by a combination of streets and public land, railroad rights-of-way, waterways or any other barrier to the continuity to development.

Buffer areas - an area of land used to visibly separate one use from another or to shield noise, lights or other possible nuisances.

Building - any structure built for the support, shelter, or enclosure of persons or personal property of any kind.

Building coverage - the relationship between the ground floor area (footprint) of the building(s) and the net lot area.

Building height - the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof, but exclusive of vents, air conditioners, chimneys or other such incidental appurtenances.

Building, main - a building within which is conducted the principal use permitted on the lot as provided by this chapter.

Building, public - an institution such as a library, public school, hospital, or public owned or operated building, structure or land used for public purpose.

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Building site - a lot, or contiguous lots of land in single, multiple, or joint ownership (exclusive of all rights-of way and all easements, except open space easements, that prohibit the surface use of the property by its owner), which provides the area and open spaces required by this chapter for construction of a building or buildings, and which abuts a public or private street or alley, or easement.

Centerline - the centerline of a street as referred to in this code shall mean the right-of-way centerline as established by the county engineer of the county, by the city engineer of any city within the county, by the Division of Highways of the State of California, or if no such centerline has been established and in any base in which foregoing definition is not applicable.

Certificate of occupancy - a document issued by the March JPA allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all the applicable municipal codes and ordinances.

Chemical/substance abuse facility - any facility which provides medical or non-medical care and supervision in a group setting to adults recovering from the effects of controlled substances or chemicals.

Clinic - an establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists or social workers and where patients are not lodged overnight.

Comfort Home - An individual dwelling unit, approximately 500 sq.ft., that includes a bedroom, bathroom, kitchen and living area.

Common area - land in a residential development held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenants or owner.

Community care facilities - any facility, place or building where non-medical care and supervision are provided for seven or more persons (does not include the licensee or members of the licensee's family or persons employed as facility staff). Term does not include recovery houses or other similar facilities providing group living arrangements for persons recently released from a penal or corrective institution.

Community center - a facility operated in the Senior Continuum which provides recreational, cultural or other similar activities.

Community noise equivalent level - a cumulative measure of noise for a 24-hour day, weighted to noise occurring during the evening and nighttime periods.

Decibel or db - a unit of sound pressure level.

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Defensible space - a physical space which is made usable and safe by a design encouraging pedestrian circulation, visual access and the elimination of visually obstructed areas.

Density - the number of dwelling units, or housing structures per net acre of land.

Detention basin - a storage facility for the temporary storage of storm water runoff .

Developer - the person or firm who prepares acreage for development and installs sufficient improvements to facilitate further subdivision of the property and construction of authorized uses. In the case of larger acreage there may be a master developer who sells property to several builders. With smaller acreage, the developer may be the original land owner or an individual builder.

Development - the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, landfill or land disturbance, and any use or extension of the use of land.

Development agreement - a legally binding instrument executed between two or more parties which sets forth the specific criteria under which a certain development project may proceed. Modifications to the terms and conditions of the agreement require the mutual written consent of all parties entering into the agreement.

Development plan - a map or maps, along with supporting text and data, statistics or tables which describe the entitlement to use and associated conditions thereto authorized for a described parcel of land, approved in accordance with the requirements of this Specific Plan.

Drive approach - the portion of a driveway, typically within the public right-of-way, which fl airs out for vehicle maneuvering.

Driveway - an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area.

Driveway corner cut-off shall mean a safety area, clear of any visual obstructions measuring over 30 inches from street level and which would constitute a traffic or pedestrian hazard, as the triangular area created by a line between two points measured ten feet from, and along the axis of, the intersecting point of a street property line and the edge of a driveway nearest a side property line.

Dwelling - a structure or portion thereof which is used exclusively for permanent human habitation.

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Dwelling group - a group of two or more detached buildings used as dwelling units located on a single lot, together with all of the open spaces required by this Specific Plan but not including tourist courts, motor courts, or motels or any other commercial uses.

Dwelling unit - one or more rooms designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single person or persons within the Senior Continuum.

Easement - a grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Employees' quarters - quarters for the housing of domestic employees when such quarters are located upon the same land occupied by their employer.

Environmental impact report (EIR) - a detailed statement setting forth the environmental effects and considerations pertaining to a project as specified in Section 21100 of the California Public Resources Code (California Environmental Quality Act), and may mean either a draft or a final EIR.

Existing use - the use of a lot or structure at the time of the enactment of this Specific Plan.

Façade – The exterior wall of a building exclusive of projecting signs, columns, pilasters, canopies, marquees, decorations, or the like.

Fence - a solid or open barrier intended to enclose or mark an area.

Fence, Perimeter Security - a barrier located at or adjacent to the site perimeter and enclosing buildings and open areas within intended to restrict access to residents, staff, program participants, and authorized guests.

Fire access road - a minimum 20-foot wide access road paved with asphalt or concrete for emergency use approved by the local fire agency.

Floor area, gross – the area within the perimeter of the outside walls of a building as measured from the inside surface of the exterior walls.

Floor Area, net - the total building floor area excluding garages, hallways, lobbies, elevators and other common spaces.

Floor Area Ratio this calculation determines the maximum square footage of a building on an individual parcel. A .50 FAR for a 10,000 square foot lot would allow a 5,000 square foot building. This total could be a single story building that is 5,000 square feet or a two story building with each floor being 2,500 square feet.

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Frontage - the length of that portion of a lot abutting a street.

General plan - the adopted general plan of the March JPA which is the official statement of policy relative to physical development within the jurisdiction.

Grade (adjacent ground elevation) - the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, finished - the final elevation of the ground surface after development.

Grade, natural - the elevation of the ground surface in its natural state, before man-made alterations.

Grading, contour - a grading concept designed to result in earth forms and contours which resemble natural terrain characteristics, with generally curving, nonlinear slope banks having variations in the slope ratios of the horizontal and vertical curves.

Greenbelt - an open area which may be cultivated or maintained in a natural state surrounding development or used as a buffer between land use or to mark the edge of an urban or developed area.

Hazardous substance - any of the following or combinations thereof as noted in the Riverside County Hazardous Waste Management Plan:
(1) Any substance designated pursuant to Section 1321(b)(2)(A) of Title 33 of the United States Code.
(2) Any element, compound, mixture, solution, or substance designated pursuant to Section 102 of the Federal Act, 42 U.S.C. 9602.
(3) Any hazardous waste having the characteristics identified under or listed pursuant to section 6921 of Title 42 of the United States Code, but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by act of Congress.
(4) Any toxic pollutant listed under Section 1317(a) of Title 33 of the United States Code.
(5) Any hazardous air pollutant listed under Section 7412 of Title 42 of the United States Code.
(6) Any imminently hazardous chemical substance or mixture with respect to which the Administrator of the United States Environmental Protection Agency has taken action pursuant to Section 2606 of Title 15 of the United States Code.
(7) Any hazardous waste or extremely hazardous waste as defined by Sections 25-117 and 25-115, respectively, unless expressly excluded (California Health and Safety Code Section 25316).

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Improvement - any street work surveys and monuments and utilities to be installed, or agreed to be installed, by the developer for public or private streets, highways, and easements as are necessary for the general use of the lot owners in the Specific Plan and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvement also means such other specific improvements or types of improvements, the installation of which, either by the land divider, public agencies, private utilities, by any other entity approved by the March JPA or its designated officer or entity, or by any combination thereof, is necessary to insure consistency with, or implementation of, the Specific Plan.

Housing, Permanent Supportive - permanent housing in which housing assistance (e.g., long-term leasing or rental assistance) and support services are provided to assist households achieving housing stability. Veterans who are economically self-sufficient and enjoy living in a community with fellow veterans can lease housing on U.S.VETS campuses. Supports and amenities may include rental assistance, sobriety support, individual and group counseling, peer support and job assistance.

Housing, Transitional - a social service program where housing is provided as a component of participation in the social service program. Typically a resident is enrolled in the program for approximately 12 months. Maximum allowed residence in transitional housing is two years.

Improvement standards - the standards set forth in this Specific Plan as it relates to the development of land within the Specific Plan.

Incidental Storage - a maximum of 10percent of the site can be used for incidental material storage associated with the primary use of the business.

Infrastructure - basic facilities and services needed to sustain development activities.

Institutional Residential – institutional housing associated with independent living facilities, where a resident is self-sufficient but requires help with services such as laundry, meals, job training and transportation. The other end of the spectrum would offer hospice care to residents that are in the last phases of incurable disease so that they may live as fully and comfortably as possible. This term may also apply to transitional housing programs for the homeless that currently exist within the March JPA.

Institutional use - a nonprofit or quasi-public use institution such as a church, library, public, or private school, hospital, or municipally owned or operated building, structure or land, used for public purpose.

Land use plan - a plan showing the existing and proposed location, extent and intensity of development of land.

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Landscaping plans - a plan designed and prepared by a landscape designer or a landscape architect, who indicates the type, size and location of vegetative and accent material proposed for the landscaping of a site including all irrigation and other devices necessary to maintain such landscaping.

Landscaping - an area devoted to or developed and maintained predominately with native or exotic plant materials including lawn, ground cover, trees, shrubs, and other plant materials; and also including accessory decorative outdoor landscape elements such as pools, fountains, paved or decorated surfaces (excluding driveways, parking, loading, or storage areas).

Landscape setback - the required distance between a property line and a building, structure or parking lot.

Line of sight - point of visibility from one point to another.

Loading space - an accessible "off -street" space or berth on the same site as a structure, or within a structure, for the exclusive use of the loading or unloading of goods or materials.

Loading zone - an approved off -street space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of vehicles while loading or unloading merchandise or materials and which abuts upon a street, alley, or other appropriate access point.

Lot has the following meanings:

(1) A parcel of land with a separate and distinct number or other designation shown on a plat recorded in the office of the county recorder; or

(2) A parcel of land delineated on an approved record of survey, lot split or sub-parceling map as filed in the office of the county recorder, which abuts at least one public street or right-of-way, or easement determined by the March JPA to be adequate for the purpose of access; or

(3) A parcel of land containing not less than the area required by the zone in which it is located, abutting at least one public street or right-of-way, and held under separate ownership from adjacent property.

Lot area, net – the area within the lot lines after dedication. See “Acreage (adjusted net).”

Lot coverage – the ratio between the ground floor area of the building or buildings and the lot area. Lot coverage shall be exclusive of steps, chimneys, unenclosed and unroofed terraces and patios.

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Lot depth – the horizontal distance between the midpoint of the front lot line and midpoint of the rear lot line.

Lot frontage - the length of the defined front lot line measured at the street right-of-way line.

Lot line - the lines bounding a lot as defined herein.

Lot line, front - the line separating the narrowest street frontage of the lot from the street right-of-way.

Lot line, rear – any lot line that is not a front lot line or a side lot line.

Lot line, side - any lot lines other than the front or rear lot lines.

Lot width - the average linear distance between side lot lines when measured at a 90 degree angle to the front lot line.

Lot, corner - a lot or parcel of land abutting upon two or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees.

Lot, interior - a lot other than a corner lot.

Lot, reversed corner - a corner lot in which the side lot line is substantially a continuation of the front lot line of the nearest lot to its rear.

Lot, substandard - any lot which does not meet the minimum dimensions, the area of any easement which restricts the normal usage of the lot may be excluded.

Lot, through - a lot which fronts upon two streets which do not intersect at the boundaries of the lot.

Marquee – a rigid canopy extending outwards from the building façade, generally over the main entrance or along a principal façade.

Maximum lot (building) coverage - the maximum area of the lot that may be covered by buildings and roofed structures. This may be expressed in square footage or as a percentage of the minimum lot area.

Minimum lot area - the amount of land that must be contained in a lot for each building to be built on that lot.

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Minor modification - a method whereby minor changes may be made to preexisting or previously approved use or structure without any additional impact or expansion of the use or structure.

Monument Sign – signs which are horizontally freestanding, integrated into the landscape, providing primary or secondary identification of single tenants.

Multi-Face Sign – signs having more than one face, each of which fronts on a different direction.

Natural grade - the elevation of the ground surface in its natural state before man-made alterations.

Noise, ambient - the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

Noise, basic level - the acceptable noise level within a given district.

Noise, level - the "A" weighted sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of 20 micropascals. The unit of measurement shall be designated as dBA.

Noise, mobile source - any noise source other than a fixed noise source.

Noise, zone - any defined area or region of a generally consistent land use.

Nonconforming lot - a lot, the area, dimensions or location of which was lawful prior to the adoption, revision or amendment of this Specific Plan, but which fails by reason of such adoption, revision or amendment to conform to the present requirements of the Specific Plan.

Nonconforming structure - a structure or building size, dimensions or location of which was lawful prior to the adoption, revision or amendment to this Specific Plan, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of the current zoning district.

Nonconforming use - a use or activity which was lawful prior to the adoption, revision or amendment to this Specific Plan, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the current zoning district.

Off -street loading facilities - a site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives and landscaped areas.

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Off -street parking facilities - site or portion of a site devoted to the off -street parking of motor vehicles, including parking spaces, aisles, access drives and landscaped areas.

Open space, active - any parcel or area of land or water designated or reserved for public or private use or enjoyment. An active open space contains recreational facilities such as pools and swimming areas, court and other game areas, playing fields and equipment required for recreational activities. Active open space shall not include any curb side parking.

Open space, common – “common open space” means usable open space within the Senior Continuum reserved for the exclusive use of residents of the development.

Open space, passive - any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space which is established in order to preserve the natural and aesthetic qualities of the area and may be used for non-structured recreational activities. Passive open space shall not include any curb side parking.

Open space, private – “private open space” means a usable open space adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of Project residents.

Open space, public - open space owned by a public agency and maintained by it for the use and enjoyment of the general public. Public open space shall not include any curb side parking.

Outdoor advertising structure - a sign that directs attention to a business, profession, product, commodity, or service that is not the primary business, profession, product, commodity, or service sold, manufactured, or conducted, is offered on the site on which the sign is located.

Parapet – That portion of the exterior wall of a building occurring above the roof.

Parking area, private - an area, other than a street, designed or used primarily for the parking of vehicles and not open to general public use.

Parking area, public - an area, other than a private parking area or street, used for the parking of vehicles and available for general public use.

Parking space - an area with minimum dimensions as established in the parking standards for a district, which is accessible and available for the parking of one vehicle.

Parking structure - a structure used for the parking of vehicles where parking is accommodated on two or more levels.

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Parkway - the area adjoining the outer edge of the roadbed, extending to the right-of-way line in which sidewalks, plantings, utilities, bank slopes and related facilities may be located.

Paseo - a public or private walk or boulevard designed primarily to provide pedestrian connectivity within the Specific Plan or as access to adjacent communities while providing for the following: enhanced and/or decorative hardscape, water features, enhanced landscape (including trees, shrubs and ground cover), pedestrian amenities such as benches and low level lighting and similar features designed specifically to enhance the pedestrian experience. Generally, paseos are to be considered an amenity over and above sidewalks and parkways required as part of a public right-of-way cross section.

Pedestrian traffic sign - a sign other than the main business identification sign and which is oriented to pedestrian traffic. Such sign shall not include any business related advertising information.

Pedestrian way or sidewalk - a right-of-way designed for use by pedestrians and not intended for use by motor vehicles. A pedestrian way or sidewalk may be located within or outside a street right-of-way, at grade, or grade separated from vehicular traffic.

Performance standards - a set of minimum criteria or minimum limits for a particular use or process.

Permanent sign – signs of substantial, durable materials and finishes intended for long-term use.

~~Permanent Supportive Housing - quality affordable housing with permanent supportive services specially designed to accommodate and best serve those who are formerly homeless or living with mental illness including veterans~~

Permitted use - any use allowed in a zoning district by right and subject to the restrictions applicable to that zoning district.

Phase - any contiguous part or portion of a project which is developed as a part of a total project.

Pilaster - an upright architectural member that is structurally a pier, but architecturally is treated as a column.

Plot plan - a diagram of a lot, as seen from above, showing the outline of all structures and other significant features on the lot and indicating the distance of the structures and other significant features from the borders of the lot and from each other.

Plot - a single unit parcel of land.

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Preliminary site plan - a preliminary plan developed to identify the location and general relationships between: land uses, improvements, structures, circulation systems, landscaping and design elements.

Primary/Principal Use - a use which acts as the main function of a site as it relates to intensity, square footage, activity and/or traffic generation.

Project - the total development within the boundaries of the Specific Plan.

Public facility - a use established primarily for the benefit and enjoyment of the community in which it is located,
including a library, post office, neighborhood center, and similar facilities.

Public use - a use operated or maintained exclusively by a public body for the benefit of the public, such use having the purpose of serving the public health, safety or general welfare; this term includes uses by or for the benefit of the public such as (but not limited to) public schools, open spaces, streets and ways, playgrounds, hospitals, and administrative and service facilities.

Public utility structures - a structure that provides a service (such as light, power, or water) to the general public. Included in this term are electric substations, water reservoirs, etc. Waste-to-energy facilities are not considered as public utility structures for these purposes.

Pylon sign – signs which are vertically freestanding. Providing site and major tenant identification oriented to principal vehicle thoroughfares and entries.

Quasi-public - a use owned or operated by a nonprofit, religious or charitable institution and providing education, cultural, recreational, religious or similar types of public programs.

Ramp - an access driveway from one parking level to another.

Recorder - means the recorder of Riverside County.

Screen check plan - a draft development plan prepared with sufficient scope and detail (1) to enable City staff to review the plan, and (2) to provide direction to guide the preparation of a development plan complete and accurate enough to schedule it for required public hearings.

Screening - a method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms or densely planted vegetation.

Secondary Use - a use that is secondary to the primary/principal use and located on the same lot with such principal use. A secondary use shall generally be considered less intense as it relates to intensity, square footage, activity and traffic generation.

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Senior citizen - any person age 55 or older pursuant to the guidelines of the United States Social Security Administration.

Senior citizen housing - senior citizen housing for persons 55 years of age or older or otherwise provided in the Development Standards.

Senior citizen housing, congregate care - senior citizen housing which provides meal service at a central dining facility but does not provide 24-hour services or supervision.

Setback area - the minimum distance required by zoning to be maintained between two structures or between a structure and a property line.

Setback line - a line within a lot parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of structures and uses on the lot.

Sewer treatment plant - a facility for the treatment and disposal of sewage matter.

Shared parking - a situation where the same parking spaces can be utilized by two or more different uses.

Shed - an accessory structure or building used primarily for storage purposes which is less than 120 square feet and does not require a building permit.

Tower – a tall architectural element giving prominence to an entry, doorway, or portal.

Sign – a device, fixture, surface or structure of any kind or character, made of any material whatsoever, displaying letters, numbers, words, text, illustrations, symbols, forms, patterns, colors, textures, shadows or lights; or any other illustrative or graphic display designed, constructed or placed on the ground, on a building, canopy, wall, post or structure of any kind, in a window, or on any other object for the purpose of advertising, identifying or calling visual attention to any place, structure, firm, enterprise, profession, business, service, product, commodity, person, idea, activity or other message. “Sign” shall include any portable sign. The term does not include a religious symbol on a church or other place of worship.

Sign Area – The area of a sign shall be the entire area that encloses the outside limits of the sign, including the sign copy area and any frame, border, background area, structural trim, or other material forming an integral part of the sign.

Sign Copy Area – The area that encloses the extreme limits of the area available for displaying the desired message. The sign copy area includes both the written message and the background against which the message can be displayed.

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Site – a lot or group of contiguous lots not divided by an alley, street, other right-of-way or city boundary line that is proposed for development in accordance with the provisions of this Specific Plan, and is in a single ownership or has multiple owners, all of whom join in an application for development.

Site plan - a plan drawn to scale showing uses and structures proposed for a parcel of land as required by the applicable regulations including lot lines, streets, building sites, reserved open space and other specific development proposals.

Slope - the degree of deviation of a surface from the horizontal, usually expressed in percent or degrees.

Slope bank - a slope steeper than 15 percent.

Solar access - a property owner's right to have the sunlight shine on his land.

Solar energy systems - a complete design or assembly consisting of a solar energy collector, and energy storage facility, and components for the distribution of transformed energy.

Specific plan - a fully planned development, with all design controls, servicing requirements and financing techniques incorporated into the plan, which is adopted with a self-contained regulatory text and serves to implement the general plan in more detail. References in this document refer to the U.S. Vets Transitional Housing Program Specific Plan.

Standards, development - the physical design and development portion of the development code controlling such items as building coverage, setback areas, and height of structures or floor area ratios.

Street corner cut-off shall mean a safety area, clear of any visual obstructions measuring 30 inches above ground level and which would constitute a traffic or pedestrian hazard, as the area defined by a 45 degree cut-off line between two points each measured thirty feet along the property lines from the intersecting point at the street corner.

Structure - anything constructed or built. An edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Temporary Sign – signs intended for short duration, normally during the planning and construction phase of development.

Temporary structure - a structure without any foundation or footings and which is removed within a designated time period, or when the activity or use for which the temporary structure was erected has ceased.

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Temporary use - a use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Terracing - an erosion control method that uses small hills and contours on the land surface to control flooding and runoff .

Topography - the configuration of a surface area showing relative elevations.

Trail - a trail generally 10-15 feet in width, which is a segment of a pedestrian walkway, intended to link local feeder trails with the regional trail system, designed and improved for bicycle, walking, and jogging use.

Trailer, construction - a trailer, the use of which is incidental to new construction on a site, including but not limited to temporary office space for the direction of on-site construction activities.

Transitional area - an area which acts as a buffer between two land uses of different intensity.

~~Transitional Housing - a temporary housing option that offers a stable living environment before moving into more permanent housing~~

Transitional use - a land use between a more or less intensive uses.

Use - the purpose for which land or a building is occupied, arranged, designed or intended, or for which either land or building is, or may be, occupied or maintained.

Vacant parcel - a parcel void of any structures (including footings and/or foundations).

Vested right - a right which has been legally established and cannot be revoked by subsequent conditions or changes in law without due process of the law.

Visible - means likely to be noticed by a person of average height walking on an adjacent street or sidewalk or traveling in a vehicle on an adjacent street or highway two years after installation of any planting screening material intended to screen a view.

Wall - a substantial solid barrier intended to enclose, separate or surround.

Wall, community theme - a solid wall used to establish a community architectural identity or theme, often used to link diverse project neighborhoods and facilities together into an identifiable community.

Wholesaling - a use engaged primarily in the selling of any type of goods for purpose of resale, including incidental storage and distribution.

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Window Sign - any sign, exposed to public view, which is attached, painted, or pasted, or is located within three feet, either permanently or temporarily, on or of the interior or exterior of a window.

Wing wall - an extension of a wall of a building beyond that enclosing the space within the building.

Xeriscape - landscaping characterized by the use of vegetation which is drought resistant or low water use in character.

Yard area - as defined in the UBC, yard is an open, unoccupied space, other than a court, unobstructed from the ground to the sky, except where specifically provided by this Specific Plan, on the lot on which a building is situated.

Yard, corner - a side yard which faces a public street on a corner lot and extending from the front yard to the rear yard.

Yard, front - a yard extending the full width of the lot between the front lot line and a line parallel thereto and passing through the nearest point of the building; provided that, if a future street right-of-way has been established, such measurement shall be from the future street right-of-way line.

Yard, rear - a yard extending the full width of the lot between the rear lot line and a line parallel thereto. For through lots, if a future street right-of-way has been established, such measurement shall be from the future street right-of-way line.

Yard, side - a yard between the side lot line and a line parallel thereto and extending from the front yard to the rear yard.

Zero lot line - the location of a building on a lot in such a manned that one or more of the building's sides rest directly on a lot line.

Zoning district - a specifically delineated area within the Specific Plan which regulations and requirements uniformly govern the use, placement, spacing and size of land and buildings.

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Appendix I – California Environmental Quality Act (CEQA) Compliance

Addendum to the Program Environmental Impact Report

Overview: Under CEQA, the Lead Agency is required to prepare an Addendum to a previously-certified EIR if minor changes or additions are necessary to a prior certified EIR, but none of the conditions calling for preparation of a subsequent or supplemental EIR have occurred (*CEQA Guidelines* Section 15164). CEQA recommends that a brief explanation of the decision to prepare an Addendum rather than a subsequent or supplemental EIR be included in the record for a proposed project (*CEQA Guidelines* Section 15164(e)). Once an EIR has been certified, a subsequent or supplemental EIR is only required when the Lead Agency determines that one of the following conditions has been met (*CEQA Guidelines* Section 15162(a)):

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

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

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

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

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

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

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

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This Addendum has been prepared because the proposed Project is consistent with the overall Project evaluated in the Final EIR, and major changes to that Project are not proposed. The Addendum finds that the proposed Project does not require major revisions to the Final EIR due to new significant impacts or substantial increases in the severity of previously identified significant impacts. The anticipated environmental impacts of the proposed Project, as explained in detail in the attached initial study, have been analyzed and mitigated accordingly in the Final EIR, and there have been no new circumstances since that time that would result in new or more severe significant environmental impacts. Lastly, as evaluated in the supporting analysis of this Addendum, mitigation measures that have been previously identified would adequately reduce impacts to less than significant levels. Those mitigation measures that have been identified in the Final EIR and are applicable to the proposed Project are identified within this analysis.

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Appendix J – Project Preparation Team

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Irvine, CA. 92612-1520
949.253.0455
Attn: Jim Ivory

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Consulting Civil Engineers
23 Mauchly, Suite 110
Irvine, CA 92618
949.727.9095
Attn: Jay Ruby

March Joint Powers Authority
14205 Meridian Parkway, Suite 140~~23555 Meyer Drive~~
Riverside, CA. 92518
951.656.7000
Attn:~~–~~ Grace I. Williams
Jeffrey M. Smith, AICP (Amendment 1)

Gensler
500 South Figueroa Street
Los Angeles, CA 90071
213.327.3600
Attn: James Kelly

DRAFT

Appendix K - References

March Joint Powers Authority. 1999. General Plan of the March Joint Powers Authority. Prepared for and by the March Joint Powers Authority. Riverside County, California.

March Joint Powers Authority. 1997. Development Code. Adopted by March Joint Powers Authority Ordinance Number 97-07.

March Healthcare Development. 2011. March LifeCare Campus Specific Plan (SP-7). Prepared by Albert A. Webb & Associates in August of 2011.

Geotechnical Investigation, March Air Force Base Development, 4th Street and N Street, Riverside County, California, prepared by Southern California Soil and Testing, Inc. dated September 17, 2010, SCS&T 1031003F-1.

Infiltration Rate, March Air Force Base Development, 4th Street and N Street, Riverside County, California, prepared by Southern California Soil and Testing, Inc., dated November 18, 2010. SCS&T 1031003F-2.

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Appendix L – Phasing Plans

Overall Phasing Plan

Phase 1 Improvements
Includes Building 2 (Four story 116 studio apartments) and Building 3 (Three story, 6-one bedroom and 16-two bedroom units, administrative offices)

Phase 2 Improvements
Includes Building 1 (Three story, 15-two bedroom units, 1-one bedroom managers unit, administrative offices, and multipurpose space)

Phase 3 Improvements
Includes Building 4 (Two story, 24 studio apartments, administrative offices, computer room, laundry facility, and community space) and Building 5 (44 individual 1 Story comfort homes, each one bedroom units that include a bedroom, bathroom, kitchen, and living area)

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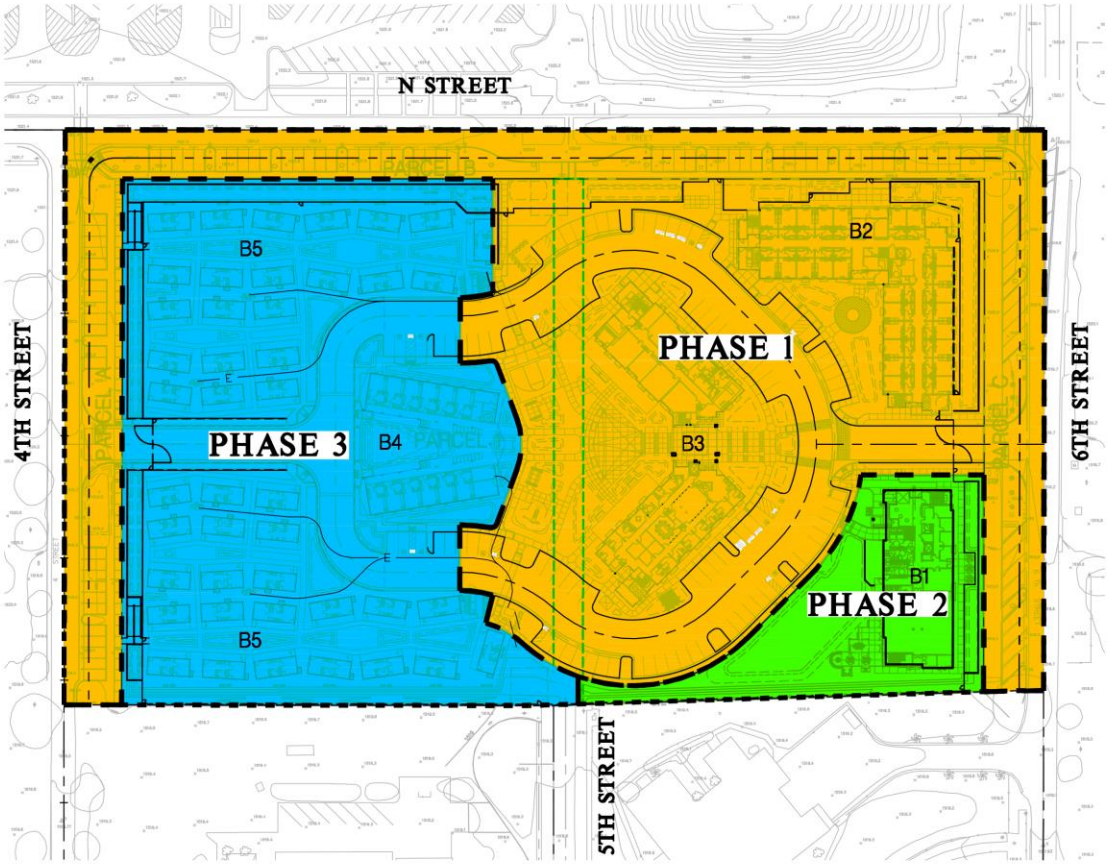


OVERALL PHASING PLAN

NORTH

GRAPHIC SCALE

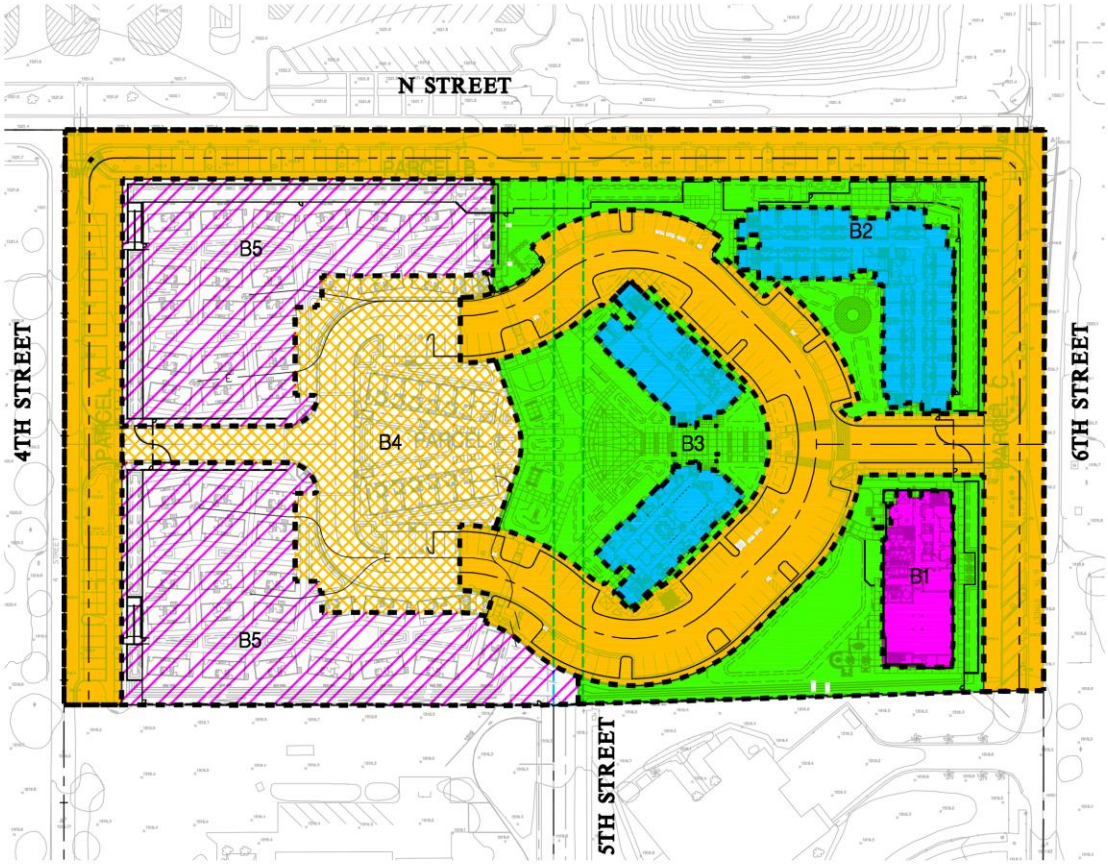
60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

PHASE BOUNDARY



PHASE 1 IMPROVEMENTS

NORTH

GRAPHIC SCALE

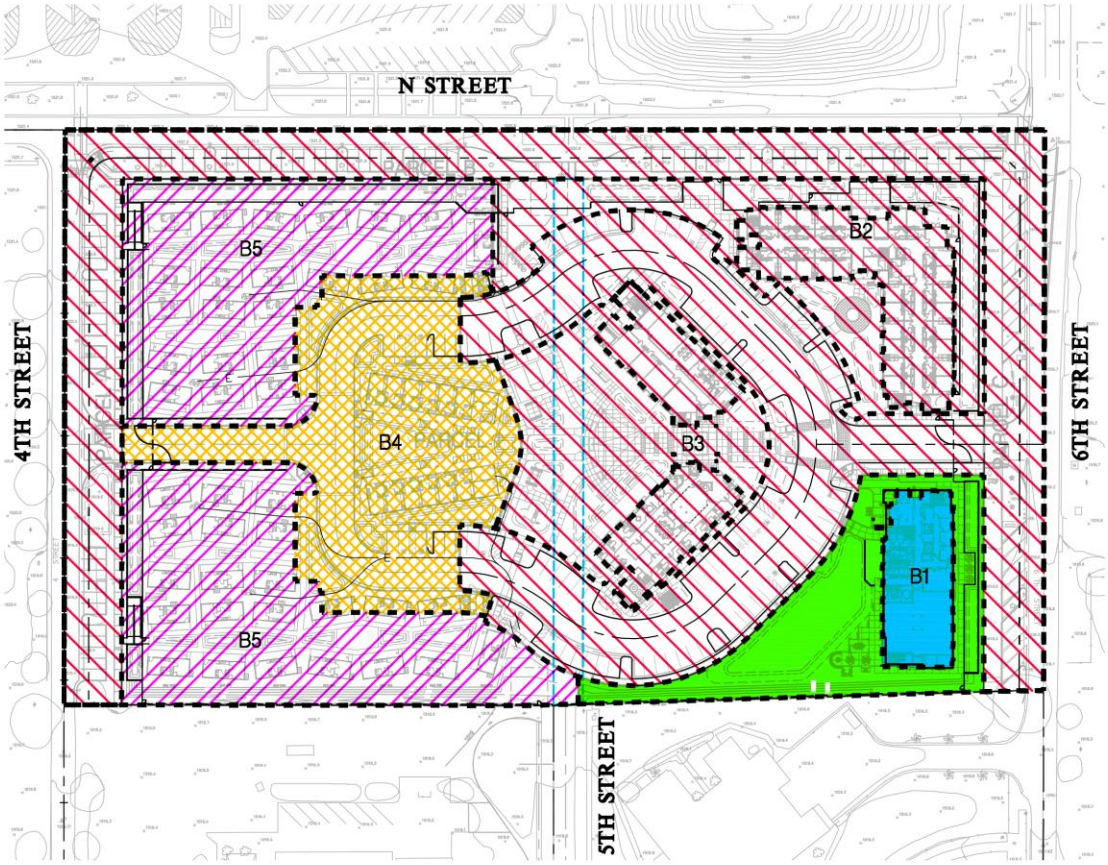
60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

- IMPROVEMENTS BOUNDARY
- STREET IMPROVEMENTS
- BUILDING IMPROVEMENTS
- LANDSCAPE IMPROVEMENTS
- BUILDING PAD
- UNDEVELOPED / MASS GRADED PAD
- TEMPORARY / INTERIM STREET IMPROVEMENTS



PHASE 2 IMPROVEMENTS

NORTH

GRAPHIC SCALE

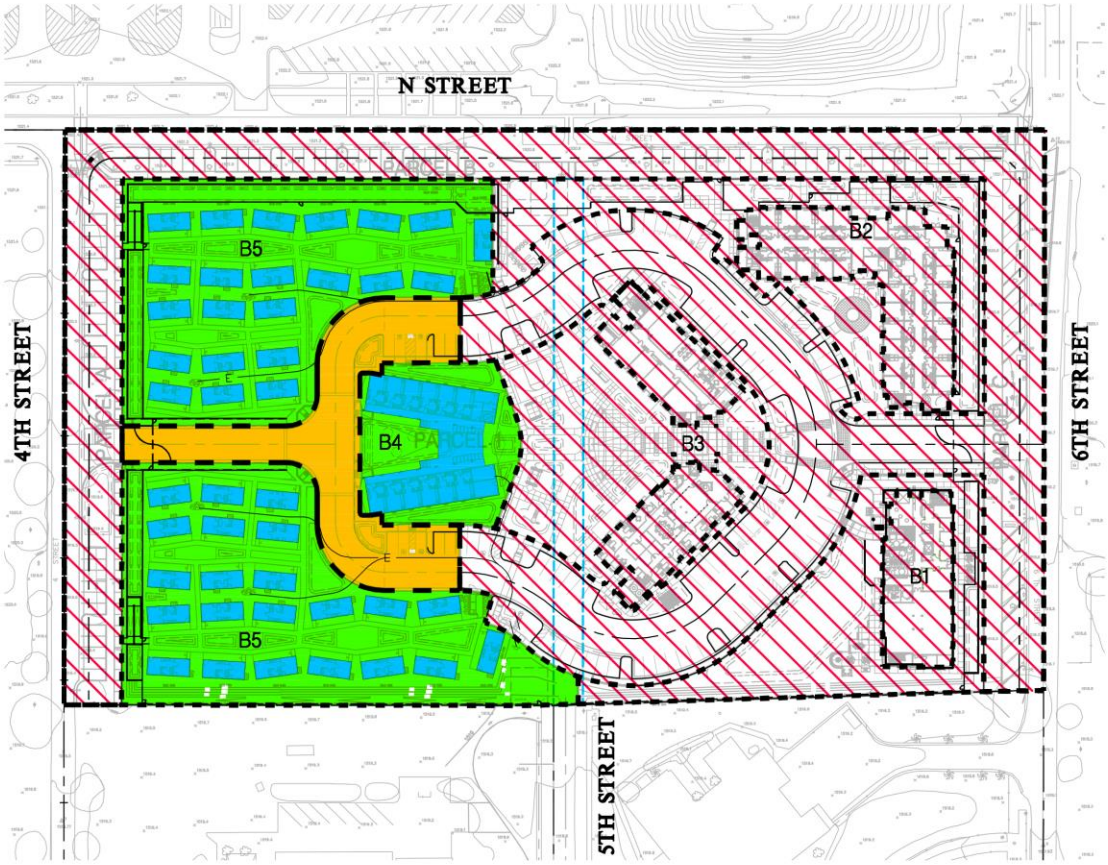
60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

- IMPROVEMENTS BOUNDARY
- STREET IMPROVEMENTS
- BUILDING IMPROVEMENTS
- LANDSCAPE IMPROVEMENTS
- BUILDING PAD
- TEMPORARY / INTERIM STREET IMPROVEMENTS
- DEVELOPED SITE
- UNDEVELOPED / MASS GRADED PAD



PHASE 3 IMPROVEMENTS

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

1 inch = 120 feet

LEGEND

- IMPROVEMENTS BOUNDARY
- STREET IMPROVEMENTS
- BUILDING IMPROVEMENTS
- LANDSCAPE IMPROVEMENTS
- DEVELOPED SITE

EXHIBIT "B"

U.S. Vets Transitional Program Specific Plan
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1, (PP10-01, A1)

Conditions of Approvals

EXHIBIT B

U.S Vets Transitional Program Specific Plan (SP-6)
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1 (PP 10-02, A1)

Conditions of Approval

MARCH JOINT POWERS AUTHORITY PLANNING DEPARTMENT
General Planning Conditions:

1. Acceptance of Conditions of Approval: This project is not deemed approved until these Conditions of Approval are accepted by the Applicant. The Applicant must sign the attached, Acceptance of Conditions of Approval Form (Attachment "B") and return it to the March JPA Planning Department Office for filing. Furthermore, the effectiveness of these approvals is conditioned upon the subsequent approval of Specific Plan Amendment #1 (SP-6, A1) through Ordinance #JPA 24-01.

2. If the Applicant does not accept the Conditions of Approval, the Applicant has up to ninety (90) days from the date of the approval of these Conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations, and/or exactions imposed on this project as a result of the approval or conditional approval of this project.

3. The site shall be developed in accordance with the approved Plot Plan 10-02, A1, on file in the Planning Department, the Amended US Vets Transitional Program Specific Plan (SP-6, A1), the~~,~~ March JPA Development Code, the General Plan, and the conditions contained herein. Prior to any use of the site or business activity being commenced thereon, all Conditions of Approval and Environmental Mitigation Measures shall be completed to the satisfaction of the Planning Director or designee. Building elevations shall comply with the color scheme and materials approved with Plot Plan 10-02, A1. (MJPA 9.14.020)

~~4.~~ Within thirty (30) days of Project adoption, four (4) copies and one (1) electronic copy of the final Specific Plan Amendment #1 (SP-6, A1) document shall be submitted to the Planning Department for distribution.

5. The Applicant shall indemnify, protect, defend, and hold harmless March JPA and its constituent public agency members, officers, employees, attorneys, and agents from any and all actual or alleged claims, actions, proceedings, against March JPA to attack, set aside, void, annul, or seek monetary damages arising out of the approval of the Applicant's proposed development or related approvals, including but not limited to CEQA approvals, permits, variances, design plans, plot plans, maps, licenses and amendments. March JPA shall promptly notify the Applicant of any and all claims, actions, and proceedings, covered

by this Agreement. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against March JPA, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by Applicant, March JPA, and/or any parties bringing such forth.

6. Plot Plan 10-02, A1 approval shall expire three years after the date of approval unless substantial construction contemplated by this approval for at least one approved building has occurred within the three-year period, which is thereafter pursued to completion, or the March Joint Powers Authority has extended approval, otherwise the approval shall become null and void. (MJPA 9.02.230)

7. This development is located within SP-6, A1. The requirements of the U.S. Vets Transitional Program Specific Plan, including the permitted uses, development standards, parking, setback and other development provisions, along with the Conditions of Approval shall govern the property.

8. Any increase to the approved building heights and or increase in the building pad elevation will necessitate a revised submittal and review by the FAA through the 7460-1 process.

9. The development shall comply with the requirements of the Americans with Disabilities Act. All disabled parking spaces shall measure 14' wide to include a 9' stall and 5'loading area, by 18' length. One in every 8 disabled spaces, but in no case less than one, shall be van accessible with a minimum 9' wide space and 8' wide loading area. All signage, striping, ramps and slopes shall meet ADA requirements. Overhang of parking shall not encroach upon handicapped access routes.

10. Any signs indicated on the submitted plans are not included with this approval. All signs proposed for this development shall comply with the requirements of the March JPA Development Code. (MJPA 9.12.020)

11. All new and existing utilities located on the site shall be placed underground. (MJPA 9.13.130)

12. The development shall comply with the noise emission criteria identified in the March JPA Development Code. (MJPA 9.10.140)

13. The development shall comply with all mitigation measures as outlined in the Addendum to the March LifeCare Campus Specific Plan Final EIR and Mitigation Monitoring and Reporting Program (SCH# 2008071020). (Resolution #JPA 24-01, Exhibit "A")

14. Prior to the submittal of any plans/permits for plan check review, the Applicant/Developer shall meet with March JPA staff at a Pre Plan Submittal/Construction Meeting to be determined.

15. Prior to the issuance of any Permit, the Developer shall designate one point of contact for all plan/permitting submittals, from grading to the final tenant improvements, to act as the

liaison between the March JPA and the various subcontractors. Individual subcontractors shall not be allowed to submit plans/permit submittals for the project separately but shall use the single-point-of-contact to handle all plan/permit submittals.

16. The Applicant/Developer shall also comply with March JPA Building and Engineering Departments and outside Agency conditions to be performed prior to issuance of Grading and Building Permits and Certificate of Occupancy

Planning Conditions to be Performed Prior to Issuance of Grading Permits:

17. Prior to issuance of grading permits, the Project applicant shall prepare a traffic control plan that specifically addresses construction traffic and possible lane closures within the public rights-of-way. The traffic control plan shall be reviewed and approved by March Joint Powers Authority (JPA) prior to Project construction.

18. Prior to issuance of precise grading permits, all site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

19. Prior to grading permit issuance, an FAA Form 7460-2 would be required for any temporary construction equipment used during construction activities exceeding 38 feet in height.

Planning Conditions to be Performed Prior to Issuance of Building Permits:

20. Prior to issuance of building permits, final landscaping and irrigation plans shall be approved as a component of the construction plan review. (MJPA 9.02.030)

21. Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay the applicable March JPA Development Impact Fee (DIF). These fees shall include, but are not limited, to the Criminal Justice Public Facilities, Fire Protection and Parks Development impact fees.

22. Prior to issuance of building permits, the developer shall provide to the Planning Department written certification by the affected school district that either: (1) the development has complied with the fee levied by the governing board of the District, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the development.

23. Prior to issuance of building permits, the Planning Division shall review and approve a computer-generated, point-by-point exterior lighting analysis plan as a component of the construction plan review. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for fully shielded light fixtures and shall include fixture catalog cuts, light cut-off shielding details, wattage, illumination type (high or low pressure sodium or LED below 2,700 Kelvin only), location, and height. The lighting shall not exceed a 750-watt maximum and shall not be mounted more than 25' above finished grade. The lighting shall be designed

in such a manner so that it does not exceed 0.5 candle/foot^2 illumination beyond the property line. (MJPA 9.08.100)

24. Prior to issuance of building permits, the applicant shall complete a Construction Waste Recycling Plan and submit the plan to the Riverside County Waste Management Department (RCWMD) for approval. The plan will identify and estimate the materials to be recycled during construction activities and will specify where and how the recyclable materials will be stored on the site. Compliance with the plan will be a requirement in all construction contracts

25. Prior to issuance of building permits, the applicant shall submit building plans to the RCWMD and obtain approval from the RCWMD for compliance with the Riverside County Design Guidelines for Refuse and Recyclables Collection and Loading Areas, which include specifications for recyclable storage space, location and access, signage, protection and security, compatibility, and overall compliance with federal, state, and local laws.

Planning Conditions to be Performed Prior to Issuance of Certificate of Occupancy:

26. Prior to issuance of a Certificate of Occupancy, the developer or developer's successor in interest shall pay the applicable Transportation Uniform Mitigation Fee (TUMF). This provision does not prohibit paying the TUMF earlier at the time of building permit issuance.

27. Prior to Certificate of Occupancy, the Planning Division shall review and approve the location and method of screening of transformer cabinets, commercial gas meters and back flow preventers as components of the construction plan review. Location and screening shall comply with the following criteria: All transformer cabinets, commercial gas meters and backflow devices shall not be located within driveway/street view triangles in such a way that they obscure traffic visibility. Service Electrical Systems shall be fully enclosed and incorporated into the overall architectural design of the building(s). Back-flow preventers and gas meters shall be screened by landscaping that will provide appropriate landscape screening upon maturity. (MJPA Design Guidelines)

28. Prior to the issuance of the Certificate of Occupancy, the applicant shall provide a letter from the landscape architect identifying that all landscape has been installed consistent with the approved landscape plan and that the landscape complies with the provisions of the March JPA Landscape Irrigation Efficiency Ordinance (JPA ORD.#16-03).

29. A completed LEED Checklist shall be submitted to the Planning Department for review and shall identify those LEED standards met by the project as required under the Program EIR. The checklist also includes "optional" criteria that are above and beyond standards established under the PEIR and Specific Plan. Those "optional" criteria are considered voluntary as identified within the Specific Plan. This condition shall be considered MET if the relevant checklist has been approved by the Planning Department. This condition may not be deferred.

Planning Department Landscape Provisions (Timing Varies):

30. All landscape located adjacent to parking areas shall be protected by a raised 6" curb. (MJPA Design Guidelines)

31. The landscape irrigation schedule which identifies appropriate watering times, duration and quantities, for 1) initial landscaping and 2) established landscape, shall be continually available at the site in perpetuity, in a convenient location near the irrigation controlling unit. (JPA ORD #09-05).

32. All on-site parking shall be screened by one of the following methods: 1) 30" parking screen wall; 2) continuous landscape shrub; or 3) combination of shrub, wall and earthen berm. (MJPA Design Guidelines).

33. All irrigation and plant material damaged by construction or operational activities shall be replaced with like sized material within three (3) business days.

34. At no time shall any contractor store or place equipment, signs, temporary utilities or any other items within the public right-of-way or landscape areas.

35. Prior to certificate of occupancy, the Applicant/Developer shall demonstrate the proposed Project complies with all provisions within the March Joint Powers Authority Ordinance No. #16-03 (Water Efficient Landscape Ordinance) including but not limited to:

    (a) Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.5.

    (b) All irrigation systems shall be designed to prevent runoff, over-spray, low head drainage, and other similar conditions where water flows off-site on to adjacent property, non-irrigated areas, walk, roadways, or structures. Irrigation systems shall be designed, constructed, installed, managed, and maintained to achieve as high an overall efficiency as possible.

    (c) Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions unless the use of the property would otherwise prohibit use of a timer.

36. Landscaping shall conform to the standards and requirements of the March JPA. (MJPA 9.13.010)

37. If any existing landscape (including existing or new plantings, hardscape, landscape features, etc.) is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved plans within 30 days of completion of

construction by the tenant, unless prior agreement is obtained with the District. (MJPA Design Guidelines, 9.2.1)

Interwest: Additional Landscape Conditions of Approval
Interwest provided the following additional Landscape Conditions of Approval for Plot Plan 10-02, A1:

38. Specify the warm season lawn/turf genius and species that is proposed. All warm season turf species are acceptable, except for St Augustine.

39. Remove and replace Salvia greggi 'Furman's Red'- Furman's Autumn Sage, from the plant palette as the old growth is woody, brittle, unattractive and high maintenance.

40. All trees shall be irrigated with a dedicated deep root stream bubbler system.

41. On-site trees must be 24" box size and larger. No 15-gallon trees will be allowed.

NPDES Provisions (Timing Varies):

42. The development shall be subject to all provisions of March Joint Powers Authority General Plan Land Use Policy 8.4, which establishes requirements to meet all local, state and federal environmental requirements. This includes the implementation of stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto

43. The Applicant shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the required Low Impact Development best management practices, roof drains to vegetation and trash enclosure. The project proponent should request a Final WQMP Pre-submittal letter before beginning this process. The MJPA Engineering Department shall review and approve the final WQMP text, plans and details.

Clean Air Provisions (Timing Varies):

44. The operator shall cooperate with March JPA in the pursuit of Carl Moyer clean air grants. Grants shall be used to pursue clean air technology inclusive of clean burning engines, alternate fuel vehicles, diesel particulate traps, alternate fuel refrigeration units, and electrification of dock ramp positions.

45. The Project shall provide a parking lot design that includes clearly marked pedestrian pathways between truck parking and loading areas and building entrances.

46. The Developer is encouraged to use materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.

47. All construction activities shall be limited to between 7:00 am and 7:00 pm.

MJPA ARCHEOLOGY/PALEONTOLOGY:

48. Human Remains: If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to consultation between appropriate representatives from that group and the Planning Director.

49. Inadvertent Archeological Finds: If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition only, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Consulting Native American Tribe(s).

    (a) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the tribal representative(s) and the Planning Director to discuss the significance of the find.

    (b) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

    (c) Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

    (d) Treatment and Disposition of the inadvertently discovered resources shall be carried out in one or more of the following methods:

    (e) Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources; leaving them in the place they were found with no development affecting the integrity of the resources.

(f) Onsite reburial of the discovered items. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in COA #50.

(g) Pursuant to Calif. Pub. Res. Code § 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the Tribe(s) cannot come to a consensus on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the March Joint Powers Authority Planning Director (Director) for decision. The Director shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources, recommendations of the project archeologist and shall consider the cultural and religious principles and practices of the Tribe. Notwithstanding any other rights available under the law, the decision of the Director shall be appealable to the March Joint Powers Authority Council."

50. Archeologist Retained: Prior to issuance of a grading permit the project applicant shall retain a Riverside County qualified archaeologist to monitor all ground disturbing activities to identify any unknown archaeological resources.

The Project Archaeologist and the representative(s) from the Native American Tribe (s) shall be included in the pre-grade meetings to provide cultural/historical sensitivity training including the establishment of set guidelines for ground disturbance in sensitive areas with the grading contractors. The Project Archaeologist and the Tribal representative(s) shall manage and oversee monitoring for all initial ground disturbing activities and excavation of each portion of the project site including clearing, grubbing, tree removals, mass or rough grading, trenching, stockpiling of materials, rock crushing, structure demolition and etc. The Project Archaeologist and the Tribal representative(s), shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources in coordination with any required special interest or tribal monitors.

The developer/permit holder shall submit a fully executed copy of the contract to the Planning Department to ensure compliance with this condition of approval. Upon verification, the Planning Department shall clear this condition.

Any newly discovered cultural resources shall be subject to an evaluation, in consultation with the Native American Tribe(s) and which will require the development of a treatment plan and monitoring agreement for the newly discovered resources.

51. Paleontologist Required: This site is mapped as having a high potential for paleontological resources (fossils) at shallow depth. Therefore, PRIOR TO ISSUANCE OF GRADING PERMITS:

The permittee shall retain a qualified paleontologist approved by the March Joint Powers

Authority Planning Director to create and implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

The project paleontologist retained shall review the approved development plan and shall conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the Planning Department for review and approval prior to issuance of a Grading Permit.

Information to be contained in the PRIMP, at a minimum and in addition to other industry standard and Society of Vertebrate Paleontology standards, are as follows:

a) The project paleontologist shall participate in a pre-construction project meeting with development staff and construction operations to ensure an understanding of any mitigation measures required during construction, as applicable.

b) Paleontological monitoring of earthmoving activities will be conducted on an as-needed basis by the project paleontologist during all earthmoving activities that may expose sensitive strata. Earthmoving activities in areas of the project area where previously undisturbed strata will be buried but not otherwise disturbed will not be monitored. The project paleontologist or his/her assign will have the authority to reduce monitoring once he/she determines the probability of encountering fossils has dropped below an acceptable level.

c) If the project paleontologist finds fossil remains, earthmoving activities will be diverted temporarily around the fossil site until the remains have been evaluated and recovered. Earthmoving will be allowed to proceed through the site when the project paleontologist determines the fossils have been recovered and/or the site mitigated to the extent necessary.

d) If fossil remains are encountered by earthmoving activities when the project paleontologist is not onsite, these activities will be diverted around the fossil site and the project paleontologist called to the site immediately to inspect the remains.

e) If fossil remains are encountered, fossiliferous rock will be recovered from the fossil site and processed to allow for the recovery of smaller fossil remains. Test samples may be recovered from other sampling sites in the rock unit if appropriate.

f) Any recovered fossil remains will be prepared to the point of identification and identified to the lowest taxonomic level possible by knowledgeable paleontologists. The remains then will be reburied on-site in a pre-determined location, typically within the landscape areas and away from any drainage basins to the best possible extent.

g) A qualified paleontologist shall prepare a report of findings made during all site grading activity with an appended itemized list of fossil specimens recovered during grading (if

any). This report shall be submitted to the Planning Department for review and approval prior to building final inspection as described elsewhere in these conditions.

h) All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (e.g. Professional Geologist, Professional Engineer, etc.), as appropriate. Two wet-signed original copies of the report shall be submitted directly to the Planning Department along with a copy of this condition, deposit-based fee and the grading plan for appropriate case processing and tracking.

MJPA BUILDING AND SAFETY:

Regarding the U.S. Vets Transitional Housing Program Specific Plan, PP 10-02, A1, please contact March JPA Building and Safety at 951-656-7000 for direction on how to submit your building application as well as how to submit plans for electronic plan review. Please visit www.marchjpa.com to download the appropriate form(s) for building permit application. Please provide the following sets of plans and documents:

Building and Safety electronic submittals required at first plan review.

(1) Architectural Plans
(1) Structural Plans
(1) Structural Calculations
(1) Plot/Site Plans
(1) Electrical Plans
(1) Electrical Load Calculations
(1) Plumbing Plans/Isometrics, Water, Sewer and Gas
(1) Mechanical Plans
(1) Roof and Floor Truss Plans
(1) Title 24 Energy Calculations
(1) Typical Modular Plans and HCD Approvals

Building & Safety General Information

52. All structures shall be designed in accordance with the 2022 California Building Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Electrical Code, and the California Green Buildings Standards adopted by the State of California. Modular buildings shall be approved by California Department of Housing and Community Development, (HCD).

53. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Building & Safety Job Card.

54. Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection.

55. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

56. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI requirements.

57. Construction projects which require temporary electrical power shall obtain an electrical permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Department:

    a) Installation of a construction trailer, or,
    b) Security fenced area where the electrical power will be located.

58. Installation of construction trailers must be located on private property. No trailers can be located in the public right of way.

59. Site development and grading shall be designed to provide disabled access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sections, 11A and 11B.

60. March JPA enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore it is the building owner's responsibility to be aware of those differences and comply accordingly.

61. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.

62. Separate plan submittals and permits are required for all accessory structures; example would be trash enclosures, patios, block walls, play equipment and storage buildings.

63. Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.

64. Building & Safety, (Willdan Engineering) will inspect all structural foundation work, structural work on the building to include plumbing, electrical, mechanical, title 24, green

building code items. Building & Safety will also inspect the electrical conduit and wiring in the common areas for light standards as well as disabled accessibility requirements from the public right of way to the building and the disabled parking stalls. Signage will be inspected by Building & Safety as well as trash enclosures and other ornamental structures on the site.

65. Engineering will review rough and precise grading plans on site as well as all improvements in the public right of way. Engineering will inspect on site utilities starting 5 foot outside of the building as well as all the curb, gutter and sidewalk construction.

66. Storm Water Retention, (CG Resource Management) will inspect the NPDES and storm water requirements on and off site.

67. Western Municipal Water District inspects all water service installations on site and off site as well as any sewer connections to grease interceptors on site

Building & Safety Conditions

68. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's; this includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.

69. All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or March JPA.

70. Prior to issuance of building permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants, shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.

71. Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.

72. Prior to issuance of building permits, provide Building & Safety with a will serve letter from Western Municipal Water District.

73. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES).

74. Special inspectors and structural observation inspectors that are required by the building code shall register with Building & Safety. The special inspectors shall provide a copy of

their certifications as well as a copy of their driver's license before they start work as an inspector on the project. Special inspectors are required to provide a hard copy of the reports in the construction office daily for the inspectors' use. The special inspectors shall make all necessary and required inspections before March JPA inspectors provide periodic inspections.

75. A Certificate of Occupancy will be granted to the Developer/Owner when the building is 100 percent complete, and all agencies have signed for permanent occupancy.

MARCH JPA ENGINEERING – HM CONSULTING

With respect to the Conditions of Approval for the above referenced project, the March Joint Powers Authority (March JPA) requires that the applicant provide the following improvements and/or dedications in accordance with the March JPA requirements and standards and pursuant to exhibits identified and shown on site plan. It is understood that the site plan exhibits correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require revisions to the plan to be resubmitted for further consideration.

The following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary to the specific plan and the design and traffic reports and specific plan and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the MJPA Public Works Engineer.

An Encroachment permit shall be obtained from all affected agencies prior to start of any work. MJPA will require construction of new and/or rehabilitation of existing infrastructure including roads, drainage, water and sewer to provide adequate service and minimum of 2 paved access to the site within any phase. All on and offsite improvements shall be designed and constructed to Riverside County Transportation, Riverside County Flood Control, Western Municipal Water District Standards and as approved by March JPA. The following improvements shall be installed as appropriate prior to issuance of Building Permit:

76. Drainage and flood control facilities and improvements shall be provided in accordance with the MJPA and Riverside County Flood Control requirements and standards. The following drainage related conditions are the minimum requirements of this project:

    a. Onsite private drainage facilities located outside road right-of-way shall be installed as approved by MJPA and privately maintained. Existing and proposed drainage easements shall be kept free of any building, structures, and obstructions.

    b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year on and offsite storm flows. Additional emergency escape shall also be provided pursuant to Flood Control requirements.

    c. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No

ponding or concentration of water to upstream and downstream properties shall be permitted.

d. Final hydrology report and hydraulic calculation shall be submitted to the MJPA Public Works Engineer. The report shall address the offsite flow, accumulative onsite runoff, and the impact to adjacent downstream properties.

e. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the MJPA Public Works Engineer.

f. All building pads shall be elevated a minimum of 1' above calculated 100-year water surface elevation with finished floor minimum of 8" above the pad. In case of medical facilities such as hospital, urgent care and other similar uses, the building pads shall be elevated 1' above 500-year flood plain.

g. Prior to issuance of building permits, the applicant shall pay MJPA the drainage fees established by the Sunnymead area drainage plan. These fees will be utilized by JPA to assist with implementation of drainage facilities such as Cactus Channel.

77. Streetlights, if required shall be installed along all perimeter streets adjacent to the site. The streetlight standards shall be pursuant to requirements of the March Healthcare Development specific plan. All lights shall be annexed to the Maintenance District.

78. The proposed development is in the service area of Western Water District for water and sewer services and comply with Western and Fire Department requirements. On and offsite sewer and water plans shall be submitted to WMWD and JPA for review and approval. All existing utilities shall be identified and relocated/abandoned as determined by utility purveyor prior to issuance of building permit. If utilities are to remain in place appropriate easements shall be dedicated and recorded.

79. This project shall annex to existing landscape, lighting, and drainage maintenance districts established by MJPA. The owner shall be responsible to pay towards maintenance of all offsite facilities including drainage improvements as determined by the Districts. Onsite underground basin(s), pipes, lights, and landscaped "rain guards" shall be maintained by the owner.

80. On and offsite improvements including grading and paving plans along with hydrology shall be submitted to MJPA for review and approval.

81. On and offsite drive and parking layout, lighting, landscaping and offsite landscaping and lighting shall be reviewed and approved by the Planning Department.

82. The intersection of "N" and Riverside Drive shall be improved to provide for dedicated right and left turn lanes (all legs and directions). In lieu fee may be an acceptable alternative to

actual construction.

MARCH JPA RESOURCE ENGINEERING - CGRME

In a letter dated January 15, 2024, the March JPA Resource Management Engineer, CGRME, provided the following Conditions of Approval for Plot Plan 10-02, A1:

83. The development shall be subject to all provisions of March Joint Powers Authority General Plan Section 1.8, which establishes requirements to meet all local, state and federal environmental requirements. This includes the implementation of stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.

84. The structural BMPs selected for this project have been approved in concept only. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the five bioretention basins, self-treating/retaining landscaping, and roof drains to BMP. The Engineering Department shall review and approve the final WQMP text, plans and details.

85. A Final WQMP will be required before grading plan approval.

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

On July 13, 2023, the Riverside County Airport Land Use Commission (ALUC) found March Joint Powers Authority Case No. SP_6, A1 (Specific Plan Amendment #1) and Plot Plan 10-02, A1 (Plot Plan Amendment #1), a proposal to construct a two-story 24-unit transitional housing building with office space totaling 11,850 square feet and 44 permanent supportive housing units totaling 22,150 square feet, located southerly of N street, easterly of 4th street, and westerly of 6th street. The applicant also proposes to amend the U.S. Vets Transitional Program Specific Plan to reduce the number of housing units from 323 to 222 and eliminate buildings 4 through 8, CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions:

86. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

87. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

    (a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.

(b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

(c) Any use or activity which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.).

(d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

(e) Hazards to flight.

88. The attached notice below shall be given to all prospective purchasers of the property and/or tenants of the building and shall be recorded as a deed notice.

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business and Professional Code Section 11010 (b) (13) (A)

89. Any other proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the stormwater basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the stormwater basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at

RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

90. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

91. The project has been evaluated to construct a proposal to construct a two-story 24-unit transitional housing building with office space totaling 11,850 square feet and 44 permanent supportive housing units totaling 22,150 square feet. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

92. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

93. Any questions pertaining to the project, please contact Paul Rull, ALUC Director, at (951) 955-6893.

RIVERSIDE COUNTY FIRE DEPARTMENT

In a letter dated March 22, 2023, the Riverside County Fire Department has reviewed the Site Development plans and find them acceptable with the conditions below. These conditions are preliminary, and further review will be conducted upon receipt of additional entitlement and/or construction submittals. Additional requirements may be required based upon the adopted codes at the time of submittal.

94. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans.

95. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on the information provided. Fire sprinkler plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 903).

96. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a monitored manual/automatic fire alarm system in accordance with CFC Section 907. Plans shall be submitted and approved by the Office of the Fire Marshal prior to installation. (CFC Section 907).

97. Minimum fire flow for the construction of all residential dwellings is required per CFC Appendix B and Table B105.1. Prior to building permit issuance, the applicant/developer shall provide documentation to show there exists a water system capable of delivering the required fire flow.

98. Prior to building construction, fire apparatus access roads extending beyond 150 feet which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5).

99. The Fire Apparatus Access Road shall be (all weather surface) capable of sustaining an imposed load of 75,000 lbs. GVW. The fire apparatus access road or temporary access road shall be reviewed and approved by the Office of the Fire Marshal and in place during the time of construction. (CFC 501.4).

100. Fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Office of the Fire Marshal and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches.

101. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access by emergency personnel. (CFC 506.1)

102. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet from a building. A fire hydrant shall be located within 50 feet of the fire

department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 ½" x 2 ½") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3)

103. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1).

104. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Office of the Fire Marshal for review and approval.

105. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Office of the Fire Marshal prior to beginning construction. They shall be maintained accessible.

106. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3).

107. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required to facilitate emergency response. The numerals shall be a minimum of twelve inches in height. (CFC 505.1).

108. Fire safety during construction shall comply with the requirements of Chapter 33. (CFC Chapter 33 & CBC Chapter 33)

109. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal.

110. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. Reference CFC 506.1

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

In a letter dated December 28, 2023, the Riverside County Flood Control and Water Conservation District provided the following for SP-6, A1, Plot Plan 10-02, A1, APN 294-080-016,

112. This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted. If the project is proposing to create additional impervious surface area, applicable fees should be paid (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) to the Flood Control District or City prior to issuance of grading or building permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

General Information:

113. This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation, or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

114. If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, the City should require the applicant to provide all studies, calculations, plans, and other information required to meet FEMA requirements, and should further require the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation, or other final approval of the project and a Letter of Map Revision (LOMR) prior to occupancy.

115. The project proponent shall bear the responsibility for complying with all applicable mitigation measures defined in the California Environmental Quality Act (CEQA) document (i.e., Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report) and/or Mitigation Monitoring and Reporting Program, if a CEQA document was prepared for the project. The project proponent shall also bear the responsibility for complying with all other federal, state, and local environmental rules and regulations that may apply.

116. If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Wildlife and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

UNITED STATES POSTAL SERVICE

117. Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District's (Western Water) Conditions of Approval for the above reference project are as follows:

118. Compliance with water efficient landscape requirements per the March Joint Powers Authority Ordinance.

119. All applicable Added Facilities Charges (for water facilities), Sewer Connection Fees, and Meter Installation Fees must be paid as well as Cross Connection Testing and regulatory compliance approved prior to the installation of any water meter.

120. Proposed facilities for water, sewer, recycled water service as well as onsite irrigation facilities must be designed by a Registered Civil Engineer and reviewed and approved by Western Water. Deposit for Plan Check must be received prior to plan submittal and Deposit for Inspection must be received prior to approval of the plans.

121. Western Water, as a member agency of Metropolitan Water District of Southern California (MWD) will enforce MWD's Plan for Water Use Efficiency Guideline requirements for water conservation.

122. The property is located within the 1695 Pressure Zone. Currently, Western Water has an existing 12" water pipeline located 6th Street for service connection to the proposed project. The available Fire Flow must be determined by a flow test or fire flow modeling.

123. Coordinate with fire protection agency of jurisdiction to determine required fire flow for the proposed project and advise Western Water of the fire flow requirements. Submit request to Western Water for fire flow modeling to determine if existing water systems capacity is available to provide the required fire flow. Depending on the results of the fire flow modeling additional conditions of approval such as upsizing of existing pipes, extension of pipes, installation of parallel piping or installation of pumps, at the developer's cost, may be required. 7. Western Water has an existing 10" sewer pipeline in 5th Street for service connection to the proposed project.

124. Developer to submit a 24" x 36" preliminary onsite and/or offsite plan of water, sewer and/or recycled water plan layout to Western Water before formal submittal of Water, Sewer and/or Recycled Improvement Plans.

125. Preliminary water, sewer and/or recycled water plans shall show the following items:
    a. Delineate all existing utility facilities (i.e.; pipe diameter, pipe material, manholes, water meters, air/vac, blow-off, fire hydrants, valves, sewer, gas, communication, electrical, etc.) within project boundaries.
    b. Delineate all easements within project boundaries.
    c. Delineate all proposed and existing lots, streets, and storm drains.
    d. Delineate all proposed water, sewer and/or recycled water facilities within project boundaries. Include pipeline diameters and type of material.

126. Developer to submit a detailed engineer's construction cost estimate to Western Water for review and approval. Once approved, developer shall make a deposit for plan checking services for Water, Sewer and/or Recycled Water Improvement Plans.

127. Water, Sewer and/or Recycled Water Improvement Plans shall be designed per Western Water's Standard Specifications. Please review Western Water's Developer Handbook for submittal formats and requirements online at: http://www.wmwd.com/162/Developer-Handbook

128. Water, Sewer and Recycled Water Commercial Plans for connections only shall be designed per Western Water's Standards and Specifications. Please review Western Water's Commercial Plan Check Package for submittal formats and requirements online at: http://www.wmwd.com/DocumentCenter/Home/View/237

129. Developer to submit grading plans for Western Water's review and approval before grading permit is issued.

130. Water, Sewer and/or Recycled Water Improvement Plans or Commercial Plans shall not be approved until all items mentioned above are received and approved by Western Water.

131. The developer is responsible for installing, paying all costs and obtaining an encroachment permit from the local jurisdiction having authority over installation of water, sewer and/or recycled water facilities including laterals in the public right-of-way. If the customer chooses to cross private property, then the customer is responsible to obtain private easements from adjacent property owners. Proof of private easement must be provided to Western Water prior to plan approval.

132. Provide and/or pay for all applicable cost and fees including connection facilities, relocation of facilities, and additional facilities that may be necessary to accommodate applicant's proposed water and sewer usage, while maintaining resiliency of pipelines within Western Water's distribution system. This may include the upsizing of pipelines, installation of pressure reduction, and/or pump stations (subject to the application of appropriate credits for additional facilities provided by applicant).

133. For water, sewer and/or recycled water service by Western Water, the developer must comply with the "Standard Conditions," and all applicable Rules, Regulations, and General Policies of Western Water at the time of construction.

134. Contact Western Water's Development Services Department at (951) 571-7100 for further information.

ATTACHMENT A

Standard March JPA Operation Mitigation Measures

To be placed on the cover sheet of all grading and building construction plan submittals

1. Future uses shall comply with all applicable permitting requirements for new or modified emission sources subject to SCAQMD rules and regulations.

2. All internal combustion engine-driven equipment will be properly maintained and tuned according to manufacturer's specifications.

3. Hazardous materials certified handler and disposal service shall conduct the disposal and servicing of any hazardous materials.

4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris by the developer or the developer's successor-in-interest. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust.

5. Green waste generated by the Development shall be kept separate from other waste types in order that it can be recycled for onsite composting or directed to local wood grinding and/or composting facility.

6. Any graffiti located onsite shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.

ATTACHMENT B

UNITED STATES VETERANS HOUSING CORPORATION
ACCEPTANCE OF CONDITIONS OF APPROVAL
FOR THE
U.S VETS TRANSITIONAL PROGRAM SPECIFIC PLAN (SP-6, A1)
PLOT PLAN 10-02, A1

The March Joint Powers Commission considered and **APPROVED** the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project, with **Conditions of Approval**, on _____.

The United States Veterans Housing Corporation, acknowledges and accepts the Conditions of Approvals for the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project, as approved by the March Joint Powers Commission. Upon signature and return of this Acceptance to the March Joint Powers Authority, the United States Veterans Housing Corporation, will be allowed/authorized to submit construction plans for the U.S. Vets Transitional Program Specific Plan (SP-6, A1), Plot Plan 10-02, A1 Project.

UNITED STATES
VETERANS HOUSING CORPORATION

_____ _____
Owner/Applicant Signature **Date**

_____ _____
Owner/Applicant Printed Name **Owner/Applicant Title/Position**

ATTACHMENT 3

GROUND LEASE AGREEMENT
between the
March Joint Powers Authority
and the
United States. Veterans Housing Corporation

GROUND LEASE AGREEMENT

Between

THE MARCH JOINT POWERS AUTHORITY,

a joint powers authority established under the laws of the State of California

(Lessor)

and

U.S. VETS HOUSING CORPORATION,

a California nonprofit public benefit corporation

(Lessee)

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GROUND LEASE AGREEMENT
(U.S. VETS Housing Corporation)

THIS GROUND LEASE AGREEMENT (this "Lease" or "Agreement") is entered into as of _____, 2024 (the "Commencement Date"), by and between THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("Lessor"), and U.S. VETS Housing Corporation, a California nonprofit public benefit corporation ("Lessee"). Lessor and Lessee are also referred to as "Party" or jointly as "Parties."

RECITALS

A. Lessor owns certain real property of approximately 3.038 acres, more or less, situated in the County of Riverside and within the jurisdiction of the March Joint Powers Authority, Riverside County, California, as more specifically described on Exhibit A attached hereto (the "Property", also referred to as the "Leased Premises").

B. In 2010, the United States Veterans Initiative ("USVI") applied for entitlements to develop 3.2 acres of property owned by Lessor ("Primary Parcel") to serve as a new and expanded campus for USVI's nearby transitional housing facility. In partnership with the Coachella Valley Housing Coalition ("CVHC"), USVI sought to develop the Primary Parcel for use as 401-bed transitional housing facility, job training facility, and rehabilitation center for homeless U.S. veterans ("Project").

C. On November 2, 2011, the Commission amended the land use regulations governing the Primary Parcel to make way for expanding USVI's Transitional Housing Program. Subsequently, the March Joint Powers Commission approved the California Environmental Quality Act ("CEQA") Addendum to the March LifeCare Campus Specific Plan Final Program Environmental Impact Report ("EIR"), General Plan Amendment 11-01, U.S.Vets Transitional Housing Program Specific Plan SP-6 and amendment of the March JPA Zoning Map Amendment SP-6, and Plot Plan PP 10-02.

D. On April 1, 2015, the March Joint Powers Authority executed an option agreement with USVI and CVHC (the "2015 Option Agreement") granting USVI and CVHC an exclusive option to enter a ground lease agreement for the Primary Parcel before March 31, 2016, subject to specified terms.

E. USVI and CVHC joined with their lenders to form March Veterans Village, L.P., ("MVV") a California limited partnership, to serve as lessee for the ground lease agreement.

F. On November 4, 2015, the March Joint Powers Commission determined that the location, purpose, and extent of the disposition would conform with the General Plan, the Specific Plan, and all other applicable zoning regulations.

G. Also, on November 4, 2015, Lessor executed a ground lease agreement with MVV to lease the Primary Parcel for a period of seventy-five (75) years pursuant to the terms of said lease ("Phase 1 Lease").

F. At the time Lessor and MVV executed the Phase 1 Lease, MVV and Lessor

anticipated a later lease agreement for the Property, which is contiguous to the Primary Parcel and needed to complete the Project.

G. On June 26, 2019, United State Veterans Initiative, Lessor and Lessee entered into a lease outlining the construction of a building ("Building B1") on the Property for the purpose of housing the USVI "Veterans in Progress" program.

H. Lessee is now ready to enter into Phase 2 of the Project and seeks to enter a lease agreement for Phase 2 to build 44 permanent supportive housing units and 24 transitional housing units, in place of Buildings 4 – 8, at March Veterans Village Campus.

NOW, THEREFORE, for and in consideration of the foregoing Property, the covenants, representations, warranties and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Lease, the following defined terms shall have the meanings:

(a) Approved Financing: "Approved Financing" shall include all grant funding obtained by Lessee for purposes of constructing and/or operating the Improvements and/or transferring and/or refinancing the Leased Premises and Improvements

(b) Casualty: As defined in Article 11 hereof.

(c) Closing: The date on which one or more deeds of trust securing one or more construction loans for the Improvements are recorded against the Leased Premises.

(d) Commencement Date: The date first written above.

(e) Development: The Improvements and Lessee's Estate.

(f) Event of Default: As described in Article 12 hereof.

(g) Governmental Authorities: Any applicable federal, state or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Leased Premises, the Improvements, Lessor or Lessee. Lessor, for purposes of the Lease, shall not be regarded as a Governmental Authority, as this Lease does not exercise, limit, or abrogate any governmental powers other than Lessor's power to lease real property owned by the Lessor.

(h) Hazardous Materials or Hazardous Substances: Any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42

U.S.C. Section 9601(14) or Section 25281(h) or 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) at such time; and any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Leased Premises, but excluding any substances or materials used in the construction, development, maintenance or operation of the Improvements, so long as the same are used in accordance with all applicable laws.

(i) Hazardous Materials Law: All federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Leased Premises or any portion thereof.

(j) HUD: United States Department of Housing and Urban Development.

(k) Impositions: All taxes including property taxes, possessory interest taxes, assessments, community facilities district payments, water and sewer charges, charges for public utilities, excises, mitigation fees, park fees, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any Governmental Authorities upon the Leased Premises or any part thereof, including the buildings or improvements now or hereafter located thereon; provided, however, that the term "Impositions" shall not include any income tax, capital levy, estate, succession, inheritance, transfer or similar taxes of Lessor, or any franchise tax imposed upon any owner of the fee of the Leased Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Lessor under this Lease by any Governmental Authorities.

(l) Improvements: The rental housing complex, program facilities, community space, parking, and related amenities to be developed as part of the Project on the Leased Premises.

(m) Indexed: Means adjustment by multiplying the applicable dollar amount by a fraction, the numerator of which shall be the Construction Cost Index for Los Angeles, California (the "CCI") published by the Engineering News Record immediately prior to the month in which the relevant calculation is to be made, and the denominator of which is the CCI published for December 2023. If at any time during the Term of this Lease said index is terminated, by mutual agreement, Lessor and Lessee shall select a comparable publication as may then exist or that is most nearly equivalent thereto. If no such index is available, the Consumer Price Index published for San Bernardino-Riverside-Ontario, December 2023, shall apply. If at any time during the Term of this Lease said index is terminated, by mutual agreement, Lessor and Lessee shall select a comparable official index that may be published by the Engineering News Record or comparable publication as may then exist or be most nearly equivalent thereto. If no such index is available,

the Consumer Price Index shall be a substitute for the CCI for all purposes hereof unless otherwise agreed by Lessor and Lessee.

(n) Insurance Requirements: The requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization or entity performing the same or similar functions, applicable to the Leased Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(o) Lease Year: A calendar year.

(p) Leased Premises: That certain real property described in Exhibit A attached hereto and made a part hereof and as more particularly depicted on the Site Plan, together with all and singular rights, easements, licenses, privileges, and appurtenances thereunto attaching or in any way belonging thereto.

(q) Leasehold Mortgage: Any mortgage, deed of trust, security agreement or collateral assignment encumbering Lessee's Estate created hereunder as a leasehold mortgage lien.

(r) Leasehold Mortgagee: The holder, mortgagee, beneficiary, grantee or secured party under any Leasehold Mortgage and their successors and assigns.

(s) Legal Requirements: All laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force, applicable to Lessor, Lessee, the Leased Premises, the Improvements, or any portion thereof, to the extent so applicable.

(t) Lessee's Estate: Lessee's leasehold interest in the Leased Premises acquired pursuant to this Lease and any fee or other interest in the Leased Premises acquired by Lessee hereafter.

(u) Lessor's Estate: Lessor's fee estate in the land constituting the Leased Premises.

(v) Management Agent: The Person designated from time to time as "Management Agent" of all or any portion of the Improvements under any management agreement entered into from time to time with Lessee.

(w) Memorandum of Lease: The memorandum of this Lease to be recorded against the Leased Premises in the official records of Riverside County in the form attached hereto as Exhibit C.

(x) Net Condemnation Award: The net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in collecting such award or payment.

(y) Party: Lessor or Lessee, as applicable. Lessor and Lessee shall be referred to collectively as the "Parties."

(z) Person: An individual, partnership, corporation, limited liability company, trust, unincorporated association, or other entity or association.

(aa) Regulatory Agreements: Any recorded restrictions related to the Approved Financing, including the Tax Credit Restrictive Covenant, setting forth certain terms and conditions under which the Development will be operated.

(bb) Rent: As described in Section 4.1 hereof.

(cc) Senior Leasehold Mortgagee. The holder of the Leasehold Mortgage most senior in lien priority.

(dd) Site Plan: That certain Site Plan depicting the Leased Premises, a copy of which is attached hereto as Exhibit B.

(ee) Taking: A taking during the Term hereof of all or any part of the Leased Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain or a change in grade materially affecting the Leased Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking.

(ff) Tenant(s): Any tenant, sublessee, or licensee of Lessee under any Tenant Lease(s).

(gg) Tenant Lease(s): Any lease or license agreement entered into by Lessee with residents of the Units to be developed on the Leased Premises.

(hh) Term: The term of this lease is described in Section 2.2 hereof.

(ii) Transfer: Any sale, assignment, transfer, conveyance, encumbrance, mortgage, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

(jj) Units: The residential units on the Leased Premises, which are to be restricted for use during the "compliance period" and any "extended use period" (as such terms are defined in Section 42 of the Internal Revenue Code.

Section 1.2 Exhibits. The Exhibits referred to in this Agreement and attached hereto are:

Exhibit A: Leased Premises
Exhibit B: Site Plan

Exhibit C: Memorandum of Lease
Exhibit D: Section 3 Requirements
Exhibit E: March Veterans Village Resident Selection Plan
Exhibit F: Occupancy Reporting Format

ARTICLE 2.
LEASE OF THE LEASED PREMISES

Section 2.1 Leased Premises. Subject to the terms hereof and in consideration of the covenants of payment and performance stipulated herein, Lessor has leased, demised and let, and by these presents does hereby lease, demise and let unto Lessee, and Lessee hereby leases and takes from Lessor, the Leased Premises.

Section 2.2 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term commencing on the date hereof and expiring on November 3 , 2090..

Section 2.3 Use. Subject to the provisions of this Lease, Lessee shall, throughout the Term, continuously use the Leased Premises and the Improvements only for the construction, development, operation, marketing for lease and leasing of the Units, and such other uses as are reasonably and customarily attendant to such uses. Further, Lessee agrees:

(a) not to use the Leased Premises for any disorderly or unlawful purpose;

(b) to use its best commercially reasonable efforts to prevent any action by any Tenants from committing or maintaining any nuisance or unlawful conduct on or about the Leased Premises;

(c) to use its best commercially reasonable efforts to prevent any action by any Tenant that would cause Lessee to violate any of the covenants and conditions of this Lease with respect to the Improvements;

(d) upon reasonable notice from Lessor, to take reasonable action, if necessary, to abate any action by any Tenant that would cause Lessee to violate this Lease; and

(e) subject to the rights of Tenants, to permit Lessor and its agents upon not less than 48 hours written notice to inspect the Leased Premises or any part thereof at any reasonable time during the Term.

Section 2.4 Possession. Lessor agrees to and shall provide possession of the Leased Premises to Lessee immediately following the date of this Lease. Lessor shall deliver the Leased Premises to Lessee subject only to those encumbrances listed in the Proforma Leasehold Owner's Policy or equivalent ("Title Report"), and such other encumbrances as may be approved by Lessee and recorded concurrently with the Memorandum of Lease.

Section 2.5 Memorandum of Lease. The Parties shall execute and acknowledge the Memorandum of Lease, in the form attached hereto as Exhibit C, which Lessee shall cause to be recorded at Lessee's expense on behalf of the Parties.

ARTICLE 3.
THE IMPROVEMENTS

Section 3.1 Construction Documents and Future Expansion. Construction documents for the construction or renovation of the Improvements by Lessee, including: (1) the basic concept drawings and (2) the final plans and specifications (the "Final Construction Documents") (collectively the "Construction Documents") shall be prepared by a person registered in and by the State of California to practice architecture and shall be in conformity with this Lease and all applicable laws. Any future expansions of the Project shall be conditioned upon full compliance with all conditions, covenants, restrictions, easements, and protocols expressed in this Agreement, including priority for veteran status, and reciprocal parking requirements applicable to the Leased Premises. Lessee shall take no action to effectuate any material amendments, modifications or alterations to the approved Construction Documents unless Lessor has approved such changes as fee owner of the Property.

(b) Lessee shall first present to Lessor complete plans and specifications therefore, with material amendments highlighted, and obtain Lessor's written consent thereto. Lessor's consent shall not be unreasonably withheld or delayed so long as, in Lessor's judgment such Alterations will not violate the Legal Requirements or this Lease or impair the value of the Improvements. Material amendments to the Construction Documents shall include the following:

(1) Revisions which result in construction costs in excess of One Hundred Thousand Dollars ($100,000) as Indexed;

(2) Changes to the principal use, appurtenant use, or function of a building within the Leased Premises;

(3) Revisions that will terminate a USVI program to be operated on the Leased Premises previously represented to Lessor.

(c) Lessee shall be responsible for all Impositions, fees, and costs arising from physical changes, operational changes, or changes in use to the Leased Premises. To the extent any portion of the Leased Premises are converted for a different type of use, Lessee shall be responsible for paying any applicable Quimby Fees, Traffic Uniform Mitigation Fees ("TUMF"), and other mitigation fees to the appropriate government agencies as conditions precedent to the conversion.

Section 3.2 Termination for failure to obtain permits. Nothing in this Lease shall be construed to exercise or bind March Joint Powers Authority's rights as planning and land use authority for the Project. This Lease shall terminate if Lessee does not meet any one of the following development milestones:

(a) Lessee must receive approval for the necessary grading permits and site development permits for its site plans and building specifications from applicable land use authorities governing the Property, including the March Joint Powers Authority and its planning and building officials no later than **December 31, 2024;**

(b) Lessee must pull building permits no later than **December 31, 2024;**

(c) Lessee must obtain certificates of occupancy for facilities on the Leased Premises no later than **December 31, 2026.**

Section 3.3 Construction. Lessee shall cause the commencement of construction of the Improvements within thirty (30) days following recordation of the Memorandum of Lease. Lessee shall cause the Improvements to be constructed in substantial compliance with the Construction Documents which have been approved by Lessor. Furthermore, the work to be performed under this Lease is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), as outlined in Exhibit D.

Section 3.4 No Liens. Lessee shall not have any right, authority, or power to bind Lessor, Lessor's Estate or any other interest of Lessor in the Leased Premises for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. Lessee shall not have any right to encumber Lessee's Estate without the written consent of Lessor, other than as set forth in the Preliminary Title Report and other than with Leasehold Mortgages for Approved Financing, the Regulatory Agreements, utility easements and other customary easements necessary and incidental to the development, construction and operation of the Improvements, which easements shall be subject to the approval of Lessor, which shall not be unreasonably withheld.

(b) The Lessee shall promptly pay and discharge all claims for work or labor done, supplies furnished, or services rendered at the request of the Lessee, and shall keep the Leased Premises free and clear of all mechanics' and materialmen's liens in connection therewith. If any claim of lien is filed against the Leased Premises or a stop notice is served on the Lessor or other third party in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto, then, within thirty (30) days after such filing or service, Lessee shall either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Lessor a surety bond in sufficient form and amount, or provide the Lessor with other assurance reasonably satisfactory to the Lessor that the claim of lien or stop notice will be paid or discharged, provided that the Lessor provides written notice of such claim of lien or stop notice to the Lessee promptly upon receipt by the Lessor.

(c) If Lessee fails to discharge any lien, encumbrance, charge, or claim in the manner required in Section 3.4(b), then in addition to any other right or remedy, the Lessor may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Lessee's expense and, Lessee shall pay to the Lessor as Additional Rent any such amounts expended by the Lessor within ninety (90) days after written notice is received from the Lessor of the amount expended. Alternatively, the Lessor may require Lessee to immediately deposit with the Lessor

the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The Lessor may use such deposit to satisfy any claim or lien that is adversely determined against Lessee.

(d) Lessee shall file a valid notice of cessation or notice of completion upon cessation of construction on the Improvements for a continuous period of thirty (30) days or more, except in the event such cessation of construction is caused by adverse weather conditions and shall take all other reasonable steps to forestall the assertion of claims of lien against the Leased Premises. The Lessor shall have the right to post or keep posted on the Leased Premises, or in the immediate vicinity thereof any notices of non-responsibility for any construction, alteration or repair of the Leased Premises by Lessee. Lessee authorizes the Lessor, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the Lessor deems necessary or desirable to protect its interest in the Leased Premises.

Section 3.5 Permits, Licenses and Easements. Lessee shall be responsible for obtaining any and all permits, licenses, easements, environmental review, and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises and to grant or cause to be granted all permits, licenses, easements, and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Lessee shall be entitled, without separate payment to Lessor for tap or connection fees, to tap into the existing lines, facilities and systems of applicable electric, gas, cable, water, sewer, sewer treatment and other utilities serving the Leased Premises, provided Lessee remains responsible for payment of such fees therefor as are required by a municipality or other utility provider. Lessee agrees that it shall be solely responsible for all applicable fees and other charges otherwise payable in connection with obtaining any permits, licenses, easements and other authorizations required by any Governmental Authority, including the March Joint Powers Authority, with respect to any construction or other work to be performed on the Leased Premises in connection with the Improvements.

Section 3.6 Title to Improvements During the Term. Lessor hereby grants to Lessee, without warranty express or implied, any right, title, or interest that Lessor has or may have in the Improvements now or hereafter located on the Leased Premises, which improvements are and shall remain real property. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment and fixtures built, made or installed by Lessee in, on, under or to the Leased Premises or Improvements shall be the sole property of Lessee or its successors and/or assigns and Lessee shall hold fee title to all such Improvements until the expiration of the Term or other termination of this Lease; provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. It is the intent of the Parties hereto that this Lease shall serve as notice of severance of the Improvements from the Leased Premises without the necessity of a deed from Lessor after the Improvements have been constructed.

(b) After the Term. Upon the expiration of the Term or other termination of the Lease, the Improvements and all alterations, additions, equipment and fixtures shall be deemed

to be and shall automatically become the property of Lessor, without cost or charge to Lessor. Lessor agrees that Lessee, at any time prior to the expiration or other termination of this Lease, may remove from the Leased Premises any and all movable equipment which Lessee has furnished for maintenance purposes or for the use of the Management Agent, but not the Improvements nor fixtures, provided that Lessee shall repair any physical damage to the Leased Premises caused by the removal of such equipment and property. At the request of Lessor at the end of the Term, Lessee agrees to execute a quitclaim deed of the Improvements to Lessor, to be recorded at Lessor's option and expense, and any other documents that may be reasonably required by Lessor or Lessor's title company to provide Lessor title to the Leased Premises and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by Lessor.

Section 3.7 Benefits of Improvements During Term. Lessor acknowledges and agrees that any and all depreciation, amortization, profits, losses, income and tax credits for federal or state tax purposes relating to the Improvements located on the Leased Premises and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively to Lessee during the Term and for the tax years during which the Term begins and ends.

Section 3.8 Tenant Eligibility.

(a) Throughout the Term and for all units on the Leased Premises, Lessee shall maintain a waiting list pursuant to the March Veterans Village Resident Selection Plan, attached hereto as Exhibit E, for the intake, selection, and leasing of units to tenants. No changes to the Resident Selection Plan shall be made without Lessor's prior written approval. Priority shall be given to eligible tenants on the waiting list who provide adequate proof of U.S. veteran status, in the following order:

(1) Qualified Service Disabled Veteran Households;

(2) Qualified Veteran Households;

(3) If, after a unit remains vacant for 30 days, Lessee shall contact the Lessor, the Loma Linda Veterans Affairs Facility, the County of Riverside Housing Authority, and the Local Continuum of Care to identify a qualified veteran household. If no eligible veteran household is identified, the unit may be leased to an otherwise qualified income-eligible household.

(b) If the Waiting List is composed of less than 50% Veterans or if the Waiting List includes less than 30 Veterans, Lessee shall notify Lessor within 30 days. Lessor shall have the right to inspect the Waiting List upon request during Lessee's regular business hours.

Section 3.9 Occupancy Reporting Requirements. For the remainder of the Term after the issuance of certificates of occupancy for the Leased Premises, Lessee shall provide quarterly and annual reports to Lessor on occupancy rates for each building, including veteran status rates, population, rents, turnover rates, and waiting list composition. Reports shall reflect the most recent

data available, as well as changes to the data from the previous reporting period. Reports shall be in substantial form as depicted in the attached Exhibit F ("Occupancy Reporting Format").

Section 3.10 Restrictions Applicable to Units. At all times throughout the Term, the Lessee shall, comply with all applicable requirements of the Regulatory Agreements that are then encumbering Lessee's Estate. To the extent applicable, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

Section 3.11 Equal Opportunity. During the construction of the Improvements, Lessee shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome ("AIDS") or AIDS-related complex, national origin, or ancestry in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

ARTICLE 4.
RENTS

Section 4.1 Ground Rent. On the Commencement Date of this Lease Lessee shall pay to Lessor capitalized rent for the Term ("Rent") in the amount of Seventy-Five Dollars ($75.00), which shall be equivalent to One Dollar ($1.00) per year.

Section 4.2 Additional Rents. In addition to the Rent specified in Section 4.1 hereof, any and all of the payments that Lessee is required to make hereunder to or for the benefit of Lessor shall be deemed to be "Additional Rents." All such Additional Rents shall be payable in accordance with the provisions of the Sections of this Lease specifying the payment of such Additional Rents. The Rent specified in Section 4.1 hereof and Additional Rents payable hereunder shall be deemed "Rents" reserved by Lessor and any remedies now or hereafter given to Lessor under the laws of the State of California for collection of the Rents shall exist in favor of Lessor, in addition to any and all other remedies specified in this Lease.

Section 4.3 Payments. All Rents or other sums, if any, due Lessor hereunder shall be paid by Lessee to Lessor at the address of Lessor set forth hereinafter for notices, or to such other person and/or at such other address as Lessor may direct by written notice to Lessee, without notice or demand and without abatement, deduction, or set off.

ARTICLE 5.
TAXES AND OTHER IMPOSITIONS; UTILITIES

Section 5.1 Payment of Impositions. Lessee will pay all Impositions prior to delinquency, except that if any Imposition that Lessee is obligated to pay in whole or in part is permitted by law to be paid in installments, Lessee may pay or cause to be paid such Imposition (or its proportionate part thereof) in installments prior to delinquency. Upon the written request of Lessor, Lessee shall exhibit and deliver to Lessor evidence satisfactory to Lessor of payment of all Impositions. During the first and last years of the Term, all Impositions that shall become payable

during each calendar, fiscal, tax or Lease Year, as applicable, shall be ratably adjusted on a per diem basis between Lessor and Lessee in accordance with the respective portions of such calendar, fiscal, tax, assessment or Lease Year during the Term. If any special assessments are payable in installments, Lessee shall pay only those installments that are due and for which the delinquency date occurs during the Term for periods occurring during the Term. The parties acknowledge that the Lessee intends to apply for an exemption for ad valorem taxes under Section 214(g) of California Revenue and Taxation Code.

Section 5.2 Community Facilities District Annexation. The Parties agree that the Leased Premises shall be annexed into Community Facilities District ("CFD") No. 2013-01. Lessee shall be responsible for all CFD payments for the duration of the Term in order to finance supporting infrastructure and other community facilities.

Section 5.3 Contested Taxes and Other Impositions. Lessee, at its sole cost and expense, in its own name or in the name of Lessor, may contest the validity or amount of any Imposition relating to all or any portion of the Leased Premises, in which event the payment thereof may be deferred during the pendency of such contest, if diligently prosecuted.

(a) As may be necessary or desirable, Lessor or Lessee, as applicable, upon the request of the other party, shall use its best reasonable efforts to assist in any such proceeding to contest the validity or amount of any Imposition.

(b) Nothing contained in this Section 5.4, however, shall be construed to allow any such contested Imposition to remain unpaid for a length of time which shall permit the Leased Premises, or any part thereof, to be sold by any Governmental Authorities for the non-payment of such Imposition. Lessee shall promptly furnish Lessor copies of all notices, appeals, pleadings, motions and orders in any proceedings commenced with respect to such contested Imposition. During such contest, Lessee shall (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent any advertisement of tax sale, any foreclosure of, or any divesting thereby of Lessor's title, reversion or other interest in or to the Leased Premises and the Improvements.

Section 5.4 Valuation Assessment. If applicable, Lessee, at its expense, may attempt to obtain a lowering of the assessed valuation of the Leased Premises for any year for the purpose of reducing taxes thereon.

Section 5.5 Failure to Pay Impositions. If Lessee shall fail to pay any Impositions before the same become delinquent, or as otherwise required pursuant to Section 5.2 hereof, Lessor, at its election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Lessor shall be repayable to Lessor by Lessee within forty-five (45) days after Lessor's demand therefor.

Section 5.6 Utilities. Lessee shall pay all utilities used, rendered or supplied upon or in connection with the Improvements and the construction thereof including, but not limited to, all charges for gas, electricity, light, heat or power, all telephone and other communications services, all water rents and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises during the Term. Lessor shall have no responsibility for the payment

of utility costs. Lessee shall be responsible for all utility costs and shall require residential tenants to be responsible for their individual use of utilities in connection with their occupancy of their respective residential units.

ARTICLE 6.
INSURANCE

Section 6.1 Lessee's Insurance. During the Term, Lessee shall keep and maintain in force, at no cost or expense to Lessor, the following insurance, all of which shall be provided by companies and/or agencies approved to do business in the State of California. Every five years following the Commencement Date, all minimum insurance amounts below shall be adjusted with the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the Bureau) "All Items" for All Urban Consumers in the Riverside-San Bernardino-Ontario metropolitan area. Should the Bureau discontinue the publication of the Index, publish the same less frequently, or alter the same in some other manner, then the most nearly comparable index or procedure as determined by Landlord will be substituted.

(a) Leased Premises Insurance. "All risk" insurance covering all risks of physical loss or damage to any of the Improvements, with liability limits of not less than one hundred percent (100%) of the "full replacement value" thereof, which insurance shall be provided by Lessee upon Closing. Such policies shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief and storm. Perils customarily excluded from all risk insurance, e.g., earthquake and flood, may be excluded. The term "full replacement value" shall exclude the cost of excavation, foundations and footings. The amount of such insurance shall be adjusted by reappraisal of the Development by the insurer or its designee not more than once every five (5) years after construction during the Term, if requested in writing by Lessor.

(b) General Liability Insurance. Commercial general liability and automobile liability insurance, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Improvements or any work, matters or things under, or in connection with, or related to this Lease, with personal injury, death and property damage combined single limit liability of not less than Five Million Dollars ($5,000,000) for general liability and One Million Dollars ($1,000,000) for automobile liability for each accident or occurrence and an aggregate limit of not less than Ten Million Dollars ($10,000,000) for general liability and Three Million Dollars ($3,000,000) for automobile liability. Coverage under any such comprehensive policy shall be broad form and shall include, but shall not be limited to, operations, contractual, elevators, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned and hired vehicles.

(c) Workers' Compensation Insurance. Lessee shall carry or cause to be carried Workers' Compensation insurance with limits as required by the State of California and Employer's Liability limits of One Million Dollars ($1,000,000) for bodily injury by accident and One Million Dollars ($1,000,000) per person and in the annual aggregate for bodily injury by disease covering all persons employed by Lessee in connection with the Improvements and with

respect to whom death, bodily injury, or sickness insurance claims could be asserted against Lessor or Lessee.

(d) Builders' Risk Insurance. As of Closing, during the course of any alteration, construction or reconstruction of the Improvements, the cost of which exceeds One Hundred Thousand Dollars ($100,000) (escalating at three percent (3%) per year), Lessee shall provide builders' risk insurance for not less than the value of the construction contract, combined single limit for bodily injury or property damage insuring the interests of Lessor, Lessee and any contractors and subcontractors.

Section 6.2 General Requirements. All insurance policies described in Section 6.1 shall include Lessor and Lessee, together with any Leasehold Mortgagees, as additional insureds, as their respective interests may appear. All policies described in Section 6.1 shall contain (a) the agreement of the insurer to give Lessor and each Leasehold Mortgagee, as applicable, at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies, provided that if such agreement cannot be obtained from the insurer, Lessee will provide such notice to Lessor; (b) an agreement that such policies are primary and non-contributing with any insurance that may be carried by Lessor; (c) a provision that no act or omission of Lessee shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; (d) a waiver by the insurer of all rights of subrogation against Lessor and its authorized parties in connection with any loss or damage thereby insured against; and (e) terms providing that any loss covered by such insurance may be adjusted with Lessor, Lessee and the holder of a Leasehold Mortgage, but shall be payable to the holder of any Leasehold Mortgage, who shall agree to receive and disburse all proceeds of such insurance, subject to the duty of Lessee to repair or restore, as set forth in Sections 11.1, 11.2 and 11.3 hereof.

Section 6.3 Evidence of Insurance. Certificates of insurance for all insurance required to be maintained by Lessee prior to Closing under this Article 6 shall be furnished by Lessee to Lessor on or before the date of this Lease. Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by this Lease at any time.

Section 6.4 Failure to Maintain. If Lessee fails to maintain such insurance, Lessor, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Lessee agrees to repay to Lessor as Additional Rent the cost of such insurance.

Section 6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII.

ARTICLE 7.
MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Leased Premises. During the Term at Lessee's sole cost and expense, Lessee shall keep and maintain the Leased Premises, all Improvements hereafter developed, and all appurtenances thereunto belonging, in good and safe order, condition and repair.

In addition, all maintenance and repair of the Units shall conform and comply with the Legal Requirements affecting the Leased Premises. Lessee shall notify the Management Agent in writing if Lessee discovers or is notified of any water damage to, or mold within, any Unit or common space within the Improvements.

Section 7.2 Alterations to Leased Premises. Following construction of the Improvements, Lessee may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that are likely to impair the structural soundness of the Improvements;

(b) No Alterations of the Leased Premises shall be undertaken which have a cost greater than One Hundred Thousand Dollars ($100,000) as Indexed, or demolition of any portion thereof, without Lessee first presenting to Lessor complete plans and specifications therefor and obtaining Lessor's written consent thereto (which consent shall not be unreasonably withheld or delayed so long as, in Lessor's judgment, such Alterations will not violate the Legal Requirements or this Lease or impair the value of the Improvements);

(c) No Alterations shall be undertaken until Lessee shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities, all required consents of any Leasehold Mortgagee, and the consent of Lessor, if required, pursuant to subsection (b), above. In its sole discretion and at no cost to Lessor, Lessor may join in the application for such permits or authorizations; and

(d) As a condition precedent to pulling building permits for construction on the Leased Premises, Lessee shall prepare covenants, conditions, restrictions, and easements ("CC&Rs") in cooperation with and subject to the approval of Lessor in order to ensure the integrated use and operation of the Leased Premises in accordance with the Project entitlements. Lessor shall have the right to require parking requirements in excess of those previously accounted for in the entitlement documents.

(e) Any Alterations shall be performed in good and worker-like manner using new materials of the same or better quality as the original Improvements and in compliance with all applicable Legal Requirements and all applicable Insurance Requirements.

Section 7.3 Indemnifications. Notwithstanding any other provision of this Lease to the contrary, Lessee hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Lessor) Lessor, its commissioners, officers, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses (collectively "claims"), arising from or relating to Lessee's obligations under this Lease or the construction or operations of the Improvements, except to the extent caused by the gross negligence or willful

misconduct of Lessor, or any of its commissioners, officers, directors, affiliates, agents or employees.

In addition, if any contractor or subcontractor which performed preconstruction work or any construction work for Lessee or Lessee's affiliates on the Improvements shall assert any claim against Lessor on account of any damage alleged to have been caused by reason of acts of negligence of Lessee or Lessee's affiliates, their members, partners, officers, directors, affiliates, agents or employees, or their construction contractors, Lessee shall defend at its own expense any suit based upon such claim; and if any judgment or claim against Lessor shall be allowed, Lessee shall pay or cause to be paid or satisfied such judgment or claim and pay all costs and expenses in connection therewith.

This indemnity shall survive the termination of this Lease.

ARTICLE 8.
PERMITTED MORTGAGES AND INVESTOR RIGHTS

Section 8.1 Right to Encumber. Lessee shall have the right during the Term to encumber, through a Leasehold Mortgage pursuant to the Approved Financing and the Regulatory Agreements, all of Lessee's right, title and interest in the Leased Premises, subject to the provisions of this Lease; provided, however, that any Leasehold Mortgage shall be in all respects subordinate and inferior to Lessor's right, title and interest in the Leased Premises, and such Leasehold Mortgagee shall be subject to all of the rights and obligations of Lessor herein contained in this Lease, except as otherwise provided in this Lease. Notwithstanding the foregoing, Lessee shall not have the right enter into a Leasehold Mortgage on individual Units or any combination of individual Units that is lesser than the total amount of Units anticipated under this Lease. Any such attempts to enter into a Leasehold Mortgage in violation of the previous sentence shall be considered a material breach of this Lease. For purposes of this Lease, Lessor and Lessee acknowledge and agree that Senior Leasehold Mortgagee is a permitted Leasehold Mortgagee and all references to a "Leasehold Mortgagee" shall specifically include Senior Leasehold Mortgagee. For so long as any Leasehold Mortgage is outstanding, Lessor shall not agree to any mutual termination or cancellation of this Lease, or accept any surrender of this Lease, without the prior written consent of each of the holders of Leasehold Mortgages then in effect. Notwithstanding anything to the contrary contained herein, a Leasehold Mortgagee shall be deemed to be a third-party beneficiary of this Lease.

Section 8.2 Notice to Leasehold Mortgagee. During any period in which a Leasehold Mortgage is in place, Lessor shall give any such Leasehold Mortgagee of which Lessor has received notice from Lessee a duplicate copy of all notices of default or other notices that Lessor may give to or serve in writing upon Lessee pursuant to the terms of this Lease (and no such notice to Lessee shall be deemed effective for any purpose unless each Leasehold Mortgagee has concurrently received a written copy of such notice). Each notice required to be given to a Leasehold Mortgagee pursuant to this Lease shall be addressed to such Leasehold Mortgagee at the address for such Leasehold Mortgagee set forth in its Leasehold Mortgage and shall otherwise be given in accordance with Section 12.2, below. The address of each Leasehold Mortgagee

originally designated in its Leasehold Mortgage may be changed upon written notice delivered to Lessor in the manner specified in Section 18.12 below.

Section 8.3 Right of Leasehold Mortgagee to Cure.

(a) Notwithstanding any Event of Default by Lessee under this Lease, Lessor shall have no right to terminate this Lease by reason of any such Event of Default unless Lessor shall have given each Leasehold Mortgagee written notice of such Event of Default and unless each such Leasehold Mortgagee shall have failed to remedy such Event of Default, acquire Lessee's leasehold estate created by this Lease, or commence foreclosure or other appropriate proceedings, all as set forth in, and within the time, specified by, this Section.

(b) Any Leasehold Mortgagee which has an outstanding Leasehold Mortgage shall have the right, but not the obligation, at any time to pay any or all of the rental due pursuant to the terms of this Lease, and do any other possible act or thing required of Lessee by the terms of this Lease, to prevent termination of this Lease. Each Leasehold Mortgagee shall have thirty (30) days after receipt of notice from Lessor describing an Event of Default to cure the Event of Default. All payments so made, and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by Lessee instead of by Leasehold Mortgagees.

(c) In addition to the ninety (90) day cure period provided in this Section 8.3 above, if the Event of Default is such that possession of the Property may be reasonably necessary to remedy the default, each Leasehold Mortgagee shall have a reasonable time after the expiration of such ninety (90) day period within which to remedy such default, provided that (i) such Leasehold Mortgagee shall have fully cured any Event of Default in the payment of any monetary obligations of Lessee under this Lease within such ninety (90) day period and shall continue to pay currently such monetary obligations when the same are due and (ii) such Leasehold Mortgagee shall have acquired Lessee's leasehold estate hereunder, or commenced foreclosure or other appropriate proceedings, prior to or within such period, and shall thereafter diligently prosecute the same.

(d) Any Event of Default under this Lease which by its nature cannot reasonably be remedied by a Leasehold Mortgagee shall be deemed to be remedied if (i) within ninety (90) days after receiving written notice from Lessor describing the Event of Default, or prior thereto, any Leasehold Mortgagee shall have acquired Lessee's leasehold estate or commenced foreclosure or other appropriate proceedings, (ii) Leasehold Mortgagee shall diligently prosecute any such proceedings to completion, (iii) Leasehold Mortgagee shall have fully cured any default in the payment of any monetary obligations of Lessee hereunder which does not require possession of the Property, and (iv) after gaining possession of the Property, the Leasehold Mortgagee shall thereafter cure all non-monetary defaults of Lessee hereunder reasonably capable of cure by Leasehold Mortgagee.

(e) If any Leasehold Mortgagee is prohibited, stayed or enjoined by any bankruptcy, insolvency or other judicial proceedings involving Lessee from commencing, prosecuting, or completing any foreclosure or other appropriate proceedings, the times specified

for commencing, prosecuting, or completing such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that any Leasehold Mortgagee shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease and shall continue to pay currently such monetary obligations when the same fall due; provided, further, that such Leasehold Mortgagee shall not interfere with Lessor's efforts to seek compliance by the Lessee with any non-monetary obligation under this Lease.

Section 8.4 Limitation on Liability of Leasehold Mortgagee. No Leasehold Mortgagee shall be or become liable to Lessor as an assignee of this Lease or otherwise unless it expressly assumes by written instrument executed by Lessor and such Leasehold Mortgagee such liability (in which event the Leasehold Mortgagee's liability shall be limited to the period of time during which it is the owner of the leasehold estate created hereby) and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Leasehold Mortgage or other instrument or from a conveyance from Lessee pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Lessee under the terms of this Lease.

Section 8.5 Estoppel Certificates. Lessor and Lessee agree that at any time and from time to time upon not less than thirty (30) days' prior written notice by the other Party, or upon request from any Leasehold Mortgagee or a permitted assignee or other interested party, Lessor or Lessee will execute, acknowledge and deliver to the other Party or to such Leasehold Mortgagee a statement in writing certifying (a) that this Lease is unmodified and in full force and effect; (b) the date through which the Rents have been paid; and (c) that, to the knowledge of the certifier (if such be the case), there is no default (or any conditions existing which, but for the passage of time or the giving of notice, would constitute a default), set off, defense or other claim against Lessor or Lessee, as applicable, other than those, if any, so specified under the provisions of this Lease. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Lessor, Lessee or any Leasehold Mortgagee, as the case may be, in this Lease or by any prospective Leasehold Mortgagee or permitted assignee of any Leasehold Mortgage.

Section 8.6 Registration of Leasehold Mortgages. Upon written request by Lessor, Lessee shall provide written notice to Lessor of the name and address of each Leasehold Mortgagee under this Lease.

Section 8.7 Foreclosure Transferee. In the event any person or entity ("Foreclosure Transferee") becomes Lessee under this Lease by means of foreclosure or deed in lieu of foreclosure or pursuant to any new lease obtained under Section 8.8 of this Lease, that Foreclosure Transferee may assign this Lease or such new lease subject to approval by Lessor, not to be unreasonably withheld. Any such assignment shall be subject to the new transferee assuming this Lease or entering into a new lease identical in form and substance.

Section 8.8 New Lease. In the event of the termination or cancellation of this Lease prior to the natural expiration of the Term of this Lease, whether due to a default or Event of Default of Lessee or by operation of law or otherwise (including, without limitation, the bankruptcy filing of Lessee or the commencement of any insolvency proceeding or similar proceeding, an act of condemnation or eminent domain against a portion of the Leased Premises

by a government agency or body, the destruction or damage of the Leased Premises, or upon a foreclosure of Lessee's estate by a Leasehold Mortgagee or acceptance of a deed in lieu of foreclosure or a change in the control or management of Lessee in violation of this Lease), Lessor shall give prompt written notice of such termination or cancellation to each Leasehold Mortgagee. No such notice to Lessee shall be effective with respect to termination or cancellation of this Lease unless each Leasehold Mortgagee shall also have been so notified. Lessor, upon written request from any Leasehold Mortgagee, given by the requesting Leasehold Mortgagee to Lessor not later than the sixtieth (60) day after Lessor gives each Leasehold Mortgagee written notice that this Lease has terminated or been cancelled, shall enter into a new lease covering the Leased Premises and Improvements with such Leasehold Mortgagee or its designee upon the same terms and conditions as are set forth herein. In this regard, in the event of the filing of a petition in bankruptcy by the Lessee, and the Lessee's rejection of this Lease under the then applicable provisions of the Bankruptcy Code, Lessor shall, upon the request of any Leasehold Mortgagee, affirm this Lease, and Lessor will enter into a new lease on the same terms and conditions set forth herein with such holder or its designee immediately upon Lessee's rejection of this Lease. In the event of the filing of a petition in bankruptcy by the Lessor, and the Lessor rejects this Lease and the Lessee does not affirm it, a Leasehold Mortgagee will have the authority to affirm this Lease on behalf of the Lessee and to keep the Lease in full force and effect. Until the period for electing to enter into a new lease under this Section 8.8 has expired, Lessor shall refrain from terminating any existing sublease or otherwise encumbering the Leased Premises without the prior written consent of all Leasehold Mortgagees. Any new lease granted to a Leasehold Mortgagee or any Foreclosure Transferee shall be in the form substantially similar to this Lease and shall enjoy the same priority in time and in right as this Lease over any lien, encumbrance or other interest created by Lessor before or after the date of such new lease and shall vest in the Leasehold Mortgagee or Foreclosure Transferee all right, title, interest, power and privileges of Lessee hereunder in and to the Leased Premises, including, without limitation, the assignment of Lessee's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of Lessee in the Leasehold Mortgagee or Foreclosure Transferee. Such new lease shall provide, with respect to each and every permitted sublease which immediately prior to the termination of this Lease was superior to the lien of the Leasehold Mortgagee that the Leasehold Mortgagee or Foreclosure Transferee shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of this Lease, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of this Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee. If more than one (1) Leasehold Mortgagee timely gives Lessor a written request for such a new lease, then Lessor shall enter into such new lease with the Leasehold Mortgagee holding, immediately prior to such termination, the Leasehold Mortgage which is senior, in terms of lien priority (determined by also taking all valid subordination agreements into account), to the Leasehold Mortgages held by the other requesting Leasehold Mortgagees.

(b) After cancellation and termination of this Lease, and upon compliance with the provisions of this Section 8.8 by a Leasehold Mortgagee, or its designee, within the time

provided in this Section 8.8, Lessor shall thereupon execute and deliver such new lease to such Leasehold Mortgagee or its designee, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all the right, title, interest, powers and privileges, obligations and liabilities of Lessee hereunder in and to the Leased Premises and Improvements.

(c) Notwithstanding anything contained in this Lease to the contrary, the new lease described in this Section 8.7 shall be deemed revised to permit all Units to be leased to (i) individuals or households whole annual income does not exceed eighty percent (80%) of the current annual median income ("AMI"), as defined by HUD, for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area, as adjusted and periodically published by HUD. Waiting List Priority for U.S. veterans shall remain in force for the duration of the Term. This provision is set forth for the express benefit of permitted Leasehold Mortgagees and cannot be revised or removed without the prior written consent of any and all permitted Leasehold Mortgagees.

Section 8.9 Insurance/Confirmation.

(a) Notwithstanding anything to the contrary contained elsewhere in this Lease, in the event of any conflict between the terms and provisions of the Senior Leasehold Mortgage with respect to the allocation, application or use of insurance or condemnation proceeds, the terms and provisions of the Senior Leasehold Mortgage shall control.

ARTICLE 9.
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Representations, Warranties and Covenants of Lessee. As an inducement to Lessor to enter into and to proceed under this Lease, Lessee warrants and represents to Lessor as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(a) Lessee has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease;

(b) the entry by Lessee into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessee is a party or by which it is bound;

(c) Lessee (i) shall not cause or knowingly permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements, and (ii) shall not cause or knowingly permit any Hazardous Materials contamination of the Leased Premises or any part thereof; provided, however, that Lessee shall not be in violation of this Subsection 9.1(c) or otherwise be liable or obligated hereunder for any of the foregoing occasioned solely by reason of the existence

of soils, water or materials already located on the Leased Premises as of the Commencement Date; and

(d) At all times during the Term, Lessee or its authorized representative shall use, maintain and operate the Leased Premises and the Improvements thereon in accordance with all Legal Requirements and Regulatory Agreements.

Section 9.2 Representations, Warranties and Covenants of Lessor. As an inducement to Lessee to enter into and to proceed under this Lease, Lessor warrants and represents to Lessee as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(a) Lessor has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease; and

(b) To the best of Lessor's knowledge, the entry by Lessor into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessor is a party or by which it is bound.

Section 9.3 Hazardous Materials; Certain Covenants and Agreements. The Lessee hereby covenants and agrees that:The Lessee shall not permit the Leased Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise permit the presence of Hazardous Materials in, on or under the Leased Premises in violation of any applicable law;

(2) The Lessee shall keep and maintain the Leased Premises and each portion thereof in compliance with, and shall not cause or permit the Leased Premises or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same, the Lessee shall immediately advise the Lessor in writing of:

(A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Lessee or the Leased Premises pursuant to any applicable Hazardous Materials Laws;

(B) any and all claims made or threatened by any third party against the Lessee or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims");

(C) the presence of any Hazardous Materials in, on or under the Leased Premises in such quantities which require reporting to a government agency; or

(D) the Lessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises classified as "border zone property" under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Hazardous Materials Laws.

If the Lessor reasonably determines that the Lessee is not adequately responding to a Hazardous Material Claim or any condition in Sections 9.2(a)(3)(C) or (D), the Lessor shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any such Hazardous Materials Claims and to have its reasonable attorney's fees in connection therewith paid by the Lessee.

(4) Without the Lessor's prior written consent, which shall not be unreasonably withheld or delayed, the Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Leased Premises (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 7.3 above, the Lessee hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Lessor) the Lessor, its board members, commissioners, officers, agents, successors, assigns and employees (the "Indemnitees") from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of:

(1) the failure of the Lessee or any other person or entity on or after the Commencement Date to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Leased Premises;

(2) any release or discharge of any Hazardous Materials into, on, under or from the Leased Premises, arising on or after the Commencement Date, or the presence in, on, or under the Leased Premises of any Hazardous Materials that occurs on the Leased Premises after the Commencement Date; or

(3) any activity or omission of activity carried on or undertaken on or off the Leased Premises, on or after the Commencement Date, and whether by the Lessee or any employees, agents, contractors or subcontractors of the Lessee or any successor in title that is related to the Lessee occupying or present on the Leased Premises, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present on or under the Leased Premises.

The foregoing indemnity shall further apply to any residual contamination on or under the Leased Premises, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials during the Term, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this subsection shall survive expiration of the Term or other termination of this Lease and shall remain in full force and effect. This indemnity obligation shall not extend to any claim arising solely from any Indemnitee's gross negligence or willful misconduct.

(c) No Limitation. The Lessee hereby acknowledges and agrees that the Lessee's duties, obligations and liabilities under this Lease, including, without limitation, under subsection (b) above, are in no way limited or otherwise affected by any information the Lessor may have concerning the Leased Premises and/or the presence on the Leased Premises of any Hazardous Materials, whether the Lessor obtained such information from the Lessee or from its own investigations.

Section 9.4 As-Is Conveyance. This Lease is made "AS IS," with no warranties or representations by the Lessor concerning the condition of the Leased Premises, including the presence or absence of any Hazardous Materials. Lessee hereby agrees and acknowledges that except in the event of any fraud, misrepresentation, or withholding of information by Lessor: (i) neither Lessor, nor anyone acting for or on behalf of Lessor, has made any representation, statement, warranty or promise to Lessee concerning the development potential or condition of the Leased Premises; (ii) in entering into this Lease, Lessee has not relied on any representation, statement or warranty of Lessor, or anyone acting for or on behalf of Lessor, other than as may expressly be contained in writing in this Lease; (iii) all matters concerning the Leased Premises have been or shall be independently verified by Lessee and that Lessee shall purchase or lease the Leased Premises on Lessee's own prior examination thereof; and (iv) THAT LESSEE IS LEASING THE LEASED PREMISES IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR.

Section 9.5 Environmental Work. The Lessee shall be responsible for performing the work of any investigation and remediation on the Leased Premises which may be required in order to develop the Leased Premises. The determination as to whether any such remediation is needed, and as to the scope and methodology thereof, shall be made by mutual agreement of the governmental agency with responsibility for monitoring such remediation, the Lessor and the Lessee. The Lessee shall notify the Lessor promptly upon discovery of any actionable levels of Hazardous Substances, and upon any release thereof, and shall consult with the Lessor in order to establish the extent of remediation to be undertaken and the procedures by which remediation thereof shall take place. Lessor shall notify the Department of the Air Force of any remediation for which the United States Government is responsible. The Lessee shall comply with and shall cause its agents and contractors to comply with, all laws regarding the use, removal, storage, transportation, disposal and remediation of Hazardous Substances. The investigation and remediation work shall be carried out in accordance with all applicable laws (including Hazardous Materials Laws) and such other procedures and processes as may be described in this Lease.

ARTICLE 10.
EMINENT DOMAIN

Section 10.1 Termination of Lease. Lessor and Lessee agree that, in the event of a Taking, such that Lessee reasonably determines that the Leased Premises cannot continue to be operated at reasonable cost for its then current use, then, subject to the rights of Leasehold Mortgagees and at Lessee's sole option, this Lease shall terminate as of the date of such Taking. Notwithstanding anything to the contrary contained elsewhere in this Lease, no election by Lessee to terminate this Lease pursuant to this Article 10 shall be valid or effective unless each Leasehold Mortgagee, in its sole and absolute discretion, has consented to such termination in writing.

Section 10.2 Continuation of Lease and Presumption of Restoration. Lessor and Lessee agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 10.1 above, this Lease shall continue in effect as to the remainder of the Leased Premises and the Net Condemnation Award will be disbursed in accordance with Section 10.4, below, to Lessee and/or any Leasehold Mortgagee, if the terms of the applicable Leasehold Mortgage so require, and shall be used so as to make the same a complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of the Leasehold Mortgagee.

Section 10.3 Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Leased Premises or of Lessee's interest in this Lease, then the Term shall not be reduced and Lessee shall continue to pay all Rents, Impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee shall not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary Taking.

Section 10.4 Award. Prior to the Closing, if there is a Taking, whether whole or partial, Lessor shall be entitled to receive and retain any Net Condemnation Award. After the Closing, subject to the rights of Leasehold Mortgagees, if there is a Taking, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration the fact that Lessor's interest in the Leased Premises is limited to the land (exclusive of the Improvements), as encumbered by this Lease, and a reversionary interest in the Leased Premises upon the expiration of the Term. If the Leased Premises shall be restored as is contemplated in Section 10.2 above, Lessee shall be entitled to recover the costs and expenses incurred in such restoration out of any Net Condemnation Award, subject to the Leasehold Mortgagees' right to elect to have such Net Condemnation Award paid directly to such Leasehold Mortgagee, as set forth in the applicable approved loan documents of such Leasehold Mortgagee. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated on a proportionate basis. If the Parties are unable to agree as to amounts that are to be allocated to the respective interests of each Party, then each Party shall select an independent M.A.I. real estate appraiser (an "Appraiser"). Each Appraiser shall separately determine the amount of the balance of the Net Condemnation Award that is to be allocated to the interests of each Party. If the percentage of the balance of the Net Condemnation Award each Appraiser allocates to Lessor (a) are within ten

percent (10%) of each other, the two allocations shall be averaged and such average shall be the final allocation of the Net Condemnation Award, or (b) are not within ten percent (10%) of each other, the two Appraisers shall then select a third Appraiser, who shall independently allocate the Net Condemnation Award between Lessor and Lessee and the middle of such three allocations shall be the final allocation of the Net Condemnation Award. Notwithstanding anything to the contrary contained herein, any Net Condemnation Award recovered by or allocated to Lessor shall in no event be greater than the value of Lessor's fee interest in the unimproved land that constitutes the Leased Premises, and any Net Condemnation Award recovered by or allocated to Lessee or Leasehold Mortgagee shall in no event be less than the total Net Condemnation Award, minus the value of Lessor's fee interest in the unimproved land.

Section 10.5 Joinder. If a Leasehold Mortgage exists, the Leasehold Mortgagees, to the extent permitted by law, shall be made a party to any Taking proceeding.

ARTICLE 11.
DAMAGE OR DESTRUCTION

Section 11.1 Damage or Destruction to Leased Premises. Lessee shall give prompt written notice to Lessor after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Leased Premises, the Improvements or any portion thereof (hereinafter sometimes referred to as a "Casualty"). Subject to Section 11.2, below, and the rights of any Leasehold Mortgagees, if during the Term the Improvements shall be damaged or destroyed by Casualty, Lessee shall repair or restore the Improvements, so long as Lessee determines, in its sole discretion, that it is feasible to do so and in such event Lessee provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Lessee, promptly and with all due diligence and subject to the rights of the Leasehold Mortgagees, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty and may apply such proceeds to the restoration of the Development. In the event that Lessee shall determine, subject to the rights of the Leasehold Mortgagees, by notice to Lessor given by the later of ninety (90) days after the date of the Casualty or thirty (30) days after receipt by Lessee of any such insurance proceeds, that there are not adequate proceeds to restore the Improvements and/or the Leased Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Lessee may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. If Lessee terminates this Lease pursuant to this Section 11.1, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Leasehold Mortgagee therein, as referenced in Section 11.3 below. Notwithstanding anything to the contrary contained elsewhere in this Lease, no election by Lessee to terminate this Lease pursuant to this Article 11 shall be valid or effective unless each Leasehold Mortgagee, in its sole and absolute discretion, has consented to such termination in writing.

Section 11.2 Damage or Destruction Near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Lessee shall have the option, to be exercised within one hundred twenty (120) days after such Casualty:

(a) to notify Lessor of its election to repair or restore the Improvements as hereinabove provided in this Article 11; or

(b) subject to the rights of Leasehold Mortgagees, to terminate this Lease by notice to Lessor, which termination shall be deemed to be effective as of the date of the Casualty. If Lessee terminates this Lease pursuant to this Section 11.2, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Leasehold Mortgagees, and less (i) any costs, fees, or expenses incurred by Lessee in connection with the adjustment of the loss or collection of the proceeds; (ii) any reasonable costs incurred by Lessee in connection with the Leased Premises after the Casualty, which costs are eligible for reimbursement from such insurance proceeds; and (iii) the proceeds of any rental loss or business interruption insurance applicable prior to the date of surrender of the Leased Premises to Lessor.

Section 11.3 Distribution of Insurance Proceeds. In the event that insurance proceeds are not applied to restoration of the Property and this Lease is terminated pursuant to Sections 11.1 or 11.2 hereof, the insurance proceeds received as the result of such Casualty shall be distributed to the Senior Leasehold Mortgagee in accordance with the Senior Leasehold Mortgagee's Leasehold Mortgage if such Casualty occurs while the Senior Leasehold Mortgagee's Mortgage is in effect and otherwise in accordance with Section 11.1 hereof.

ARTICLE 12.
EVENTS OF DEFAULT

Section 12.1 Events of Default. Each of the following shall be an "Event of Default" by Lessee hereunder:

(a) failure by Lessee to pay any Rent when due or to pay or cause to be paid any Impositions, insurance premiums or other liquidated sums of money herein stipulated to be paid by Lessee, if such failure shall continue for a period of ten (10) days after notice thereof has been given by Lessor to Lessee.

(b) failure by Lessee to perform or observe any of the provisions of this Lease stipulated in this Lease to be observed and performed by Lessee, if such failure shall continue for a period of thirty (30) days after written notice thereof has been given by Lessor to Lessee; provided, however, that if any such failure cannot reasonably be cured within such thirty (30) day period, then Lessor shall not have the right to terminate this Lease or Lessee's right to possession hereunder so long as Lessee promptly commences the curing of any such failure and thereafter proceeds in good faith and with due diligence to remedy and correct such failure within a reasonable period of time; provided, however, that such period shall not extend for more than one hundred twenty (120) days after the date of Lessor's written notice to Lessee;

(c) the subjection of any right or interest of Lessee in this Lease to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days after written notice from Lessor to Lessee; provided that the foreclosure of any Leasehold

Mortgage shall not be construed as an Event of Default within the meaning of this Subsection 12.1(d);

(d) the appointment of a receiver, not including receivership pursuant to any Leasehold Mortgage, to take possession of Lessee's Estate or of Lessee's operations on the Leased Premises for any reason, if such receivership is not terminated, dismissed or vacated within ninety (90) days after the appointment of the receiver;

(e) the filing by Lessee of a petition for voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or Federal, now or hereafter in effect;

(f) the filing against Lessee of any involuntary proceedings under such Bankruptcy Code or similar law, if such proceedings have not been vacated or stayed within sixty (60) days of the date of filing;

(g) the appointment of a trustee or receiver for Lessee or for all or the major part of Lessee's property or the Leased Premises, in any involuntary proceeding, not including pursuant to any Leasehold Mortgage, or taking of jurisdiction by any court over all or the major part of Lessee's property or the Leased Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Lessee, if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days.

(h) a general assignment by Lessee for the benefit of creditors or Lessee's admittance in writing off its insolvency or inability to pay its debts generally as they become due or Lessee's consent to the appointment of a receiver or trustee or liquidator for Lessee, all or the major part of its property, or the Leased Premises.

Section 12.2 Rights and Remedies. At any time after the occurrence of an Event of Default hereunder, Lessor, subject in all respects to the provisions of this Lease with respect to Lessor's rights to cure defaults by Lessee and with respect to the rights of any Leasehold Mortgagees and subject further to the provisions of Section 12.3 of this Lease, may terminate this Lease by giving Lessee written notice thereof (with a copy of such notice being concurrently given to each Leasehold Mortgagee), setting forth in such notice an effective date for termination that is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's Estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Lessor, its agents or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Leased Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of or liable for any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants; provided that Lessor shall not be entitled to

disturb possession of any Tenants or others in possession pursuant to Tenant Leases with Lessee so long as such Tenants or others are not in default thereunder and attorn to Lessor as their lessor.

(b) Upon the exercise of Lessor's remedies pursuant to this Section 12.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's Estate and Lessee's rights hereunder.

Section 12.3 Deficiency Judgments. Lessee agrees that upon any Event of Default hereunder, Lessor shall be entitled to enforce the obligations of Lessee, its successors or assigns, and to collect any judgment from Lessee, and their successors and assigns, in addition to damages related to the termination of this Lease and of Lessee's Estate and the enforcement of any other rights and remedies specifically granted to Lessor hereunder.

Section 12.4 Default by Lessor; Events of Default. Lessor shall be in default of this Lease if Lessor fails to perform any provision of this Lease that it is obligated to perform or if any of Lessor's representations or warranties is untrue or becomes untrue in any material respect, and if the failure to perform or the failure of such representation or warranty is not cured within thirty (30) days after written notice of the default has been given to Lessor. If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such thirty-day period and diligently and in good faith continues to cure the default until completion; provided, however, that such period shall not extend for more than one hundred twenty (120) days after Lessee's written notice to Lessor.

(a) Right to Cure; Lessee's Remedies. If Lessor shall have failed to cure a default by Lessor after expiration of the applicable time for cure of a particular default, Lessee, at its election, but without obligation therefor, with a second notice to Lessor and Lessor's failure to cure such default within thirty (30) days after Lessor's receipt of such second notice (i) may seek specific performance of any obligation of Lessor, after which Lessee shall retain and may exercise and enforce any and all rights that Lessee may have against Lessor as a result of such default, or (ii) from time to time without releasing Lessor in whole or in part from the obligations to be performed by Lessor hereunder, may cure the default at Lessor's cost. Any actual, reasonable third-party costs incurred by Lessee in order to cure such a default by Lessor shall be due within ninety (90) days of invoice from Lessee.

ARTICLE 13.
QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 13.1 Quiet Enjoyment. Lessor covenants and warrants that Lessee, upon payment of all sums herein provided and upon performance and observance of all of Lessee's covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of all of the Leased Premises during the Term, subject only to the provisions of this Lease and all applicable Legal Requirements.

Section 13.2 Lessor's Right of Inspection. Notwithstanding Section 13.1 above, Lessor, in person or through its agents, upon twenty-four (24) hours' prior notice to Lessee, shall have the right, subject to the rights of Tenants, to enter upon the Leased Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Lessee with its obligations under this Lease. In addition to the aforementioned inspection rights, Lessee grants a right of access to the Lessor or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

ARTICLE 14.
VACATION OF LEASED PREMISES

Lessee covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Lessee will peaceably and quietly yield and surrender possession of the Leased Premises to Lessor. The foregoing, however, will be subject to the rights of Tenants or others in possession pursuant to Tenant Leases with Lessee, provided that such Tenants are not in default thereunder and attorn to Lessor as their lessor. An action of forcible detainer shall lie if Lessee holds over after a demand for possession is made by Lessor. Notwithstanding anything to the contrary herein, Lessee shall not voluntarily vacate or surrender the Leased Premises, and Lessor shall not accept any voluntary vacating or surrendering of the Leased Premises by Lessee while a Leasehold Mortgage remains outstanding.

ARTICLE 15.
NON-MERGER

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Lessee's Estate created hereunder with the fee estate of the Leased Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Lessee's Estate created hereunder or any interest in this Lease or Lessee's Estate (including the Improvements), and (b) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Lessor, having an interest in (i) this Lease or Lessee's Estate created hereunder, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same, and shall have obtained the prior written consent of each Leasehold Mortgagee.

ARTICLE 16.
ASSIGNMENTS AND TRANSFERS

Section 16.1 Consent Required. Except as expressly provided herein, Lessee shall not, without the prior written consent of Lessor (not to be unreasonably withheld), assign this Lease or any interest therein, including the operation and management of the Leased Premises ("Transfer"). Lessor may withhold consent in its sole discretion for proposed Transfers of Lessee's interest in individual Units or any combination of individual Units that is less than the total amount of Units

anticipated by this Lease. Any Transfer without such consent shall be null and void. A Transfer shall be deemed to include any attempt by Lessee to

(a) demolish all or any portion of the Leased Premises after construction of the Improvements;

(b) make or permit any voluntary or involuntary, total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Leased Premises, the Improvements, any equipment necessary to the Improvements unless such equipment is replaced, or this Lease; or

(c) transfer, convey or assign (i) any interest of a managing member, general partner, or controlling affiliate or stockholder (any such interest being referred to as a "Controlling Interest") in the Lessee or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Lessee, any other interest in the Lessee, or in any partner or member thereof.

Section 16.2 Key Personnel. USVI, acting through its officers, regular employees, agents, and program volunteers, shall serve as the primary controlling agent and operator of the Leased Premises for the duration of the Term. Any change to the entity responsible for the day-to-day operations and management of the Leased Premises shall require Lessor's prior written consent.

Section 16.3 Limitations on Consent Requirement. Notwithstanding the foregoing:

(a) The consent of Lessor shall not be required for:

(1) the lease of any Unit at the Leased Premises in accordance with the requirements of the Regulatory Agreements;

(2) the mortgage of Lessee's interest in the Leased Premises and Improvements to any approved Leasehold Mortgagee (as further described in Article 8), including, without limitation, Senior Leasehold Mortgagee, the transfer of the Lease to such Leasehold Mortgagee (or its nominee) by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), or the transfer of the Leased Premises and Improvements to a third-party purchaser pursuant to a foreclosure sale (or the leasehold equivalent thereof) (or by a Leasehold Mortgagee (or its nominee) to a third-party purchaser);

(3) the pledge of the Lessee's interests in Lessee to a Leasehold Mortgagee.

(4) transfers of ownership interests in any publicly-held corporation;

(5) grants and easements for the establishment, operation, and maintenance of utility services;

(6) normal uses and encumbrances associated with the operation of the Leased Premises and Improvements.

(b) If Lessee requests the consent of Lessor to an internal reorganization of the Lessee or of any of the partners, members, or stockholders of Lessee, Lessor will not unreasonably withhold or delay such consent.

(c) Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against Lessor and Lessor shall have no duty to recognize any person claiming under or through the same.

Section 16.4 Subsequent Assignment. In cases where Lessor's consent is required, Lessor's consent to one assignment will not waive the requirement of its consent to any subsequent assignment.

Section 16.5 Request for Consent. If Lessee requests Lessor's consent to a specific assignment, Lessee shall provide to Lessor such information as may reasonably be required by Lessor.

ARTICLE 17.
INTENTIONALLY OMITTED

ARTICLE 18.
MISCELLANEOUS PROVISIONS

Section 18.1 Entire Agreement: Modifications. This Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Leased Premises. This Lease contains the sole and entire understanding between the parties with respect to the leasing of the Leased Premises pursuant to this Lease and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are merged into this Lease. This Lease may be amended by mutual agreement of the Parties, subject to the prior written approval of each of the Leasehold Mortgagees, to the extent required by each Leasehold Mortgagee's loan documents and provided that any such amendment must be in writing and signed by both parties.

Section 18.2 Amendments. Lessor shall not unreasonably withhold its consent to any amendments to this Lease that are reasonably requested by a Leasehold Mortgagee; provided, however, Lessor may, in its sole and absolute discretion, refuse to consent to any proposed amendments to the description of the Leased Premises, the Term, the Rent or any other amendments which would materially change the rights and/or obligations of Lessor under this Lease.

Section 18.3 Governing Law. This Lease and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California.

Section 18.4 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, administrators, executors and permitted assigns.

Section 18.5 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

Section 18.6 Further Assurances. From and after the date of this Lease, Lessor and Lessee, at the request of the other Party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either Party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 18.7 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 18.8 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 18.9 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 18.10 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 18.11 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.12 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of

changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

To Lessor:	The March Joint Powers Authority Attn: Chief Executive Officer 14205 Meridian Parkway, Suite 140 Riverside, CA 92518
With a copy to:	Best, Best & Krieger LLP Attn: Thomas Rice Re: March JPA 2855 E. Guasti Road, Suite 400 Ontario, CA 91761
To Lessee:	U.S.VETS – MVV Phase 4, LLC Attn: Stephen J. Peck 800 W. 6th Street, Suite 1505 Los Angeles, CA 90017
With a copy to:	Bergman and Allderdice Attn: Beth S. Bergman 1200 Wilshire Blvd., Suite 610 Los Angeles, CA 90046

Section 18.13 Counterparts. This lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 18.14 Time of Essence. Time is and shall be of the essence in this Lease.

Section 18.15 Relationship of Parties. No relationship exists between Lessor and Lessee other than landlord and tenant. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a debtor-creditor, principal-agent or any other relationship except as aforesaid, exist between them.

Section 18.16 Access. Lessee agrees to grant a right of access to the Lessor or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations excerpts, and transcripts.

Section 18.17 Force Majeure Delays. For the purposes of any of the provisions of this Ground Lease and notwithstanding anything to the contrary, neither Lessor nor Lessee, as the case may be, shall be considered in breach or default of its obligations, nor shall there be deemed a failure to satisfy any conditions with respect to the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, general scarcity of materials and unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for the satisfaction of conditions to this Ground Lease including those with respect to construction of the Improvements, shall be extended for the period of the enforced delay.

ARTICLE 19.
PARTICULAR COVENANTS

Section 19.1 Non-Discrimination. Lessee shall not discriminate against or segregate any person or group of persons on the grounds of race, color, creed, religion, sex, sexual orientation, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, marital status, national origin or ancestry or disability in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises; nor shall Lessee or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Tenants, lessees, subtenants, sublessees or vendees of the Leased Premises. The foregoing covenant shall run with the land.

(b) Lessor shall be entitled to invoke any remedies available at law or in equity to redress any breach of this subsection or to compel compliance therewith by Lessee. The obligations of Lessee and Lessor to comply with Section 19.1(a) above shall inure to the benefit of each other. Lessor shall be entitled to invoke any remedies available at law or in equity to redress any breach of this Article 19 or to compel compliance therewith by Lessee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Lease is made and entered into as of the day and year first above written.

LESSOR:

THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California

By: _____

Name: Dr. Grace Martin, DPPD
Its: Chief Executive Officer

LESSEE:

U.S.VETS HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: Stephen J. Peck
Title: Secretary

ATTEST:

_____

Cindy Camargo, Authority Clerk

APPROVED AS TO FORM:

_____

Thomas Rice, General Counsel

EXHIBIT A

LEASED PREMISES

Property Description

LEGAL DESCRIPTION
LEASE - MARCH VETERANS VILLAGE
- PHASE 2 -

PARCEL 1

THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 37056 AS SHOWN ON A MAP FILED IN BOOK 240 PAGES 7 THROUGH 11, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 SOUTH 89°33'30" EAST 353.05 FEET;

THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE OF PARCEL 1 NORTH 88°31'38" EAST 19.96 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°23'53" EAST 23.08 FEET TO THE BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 133.65 FEET; A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS SOUTH 19°40'21" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE 53.21 FEET THROUGH A CENTRAL ANGLE OF 22°48'46" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 76.50 FEET; A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS NORTH 42°30'36" EAST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE 35.33 FEET THROUGH A CENTRAL ANGLE OF 26°27'43";

THENCE NORTH 16°02'53" EAST 23.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET; A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS NORTH 16°02'53" EAST;

THENCE WESTERLY ALONG SAID CURVE 27.37 FEET THROUGH A CENTRAL ANGLE OF 15°41'02";

THENCE NORTH 0°21'51" EAST 48.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.95 FEET; A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS NORTH 0°52'17" EAST;

THENCE EASTERLY ALONG SAID CURVE 24.91 FEET THROUGH A CENTRAL ANGLE OF 8°36'02" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET; A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS SOUTH 9°36'46" WEST;

THENCE NORTHEASLERLY ALONG SAID CURVE 6.88 FEET THROUGH A CENTRAL ANGLE OF 78°51'01";

THENCE NORTH 20°45'45" EAST 46.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE. CONCAVE WESTERLY. HAVING A RADIUS OF 61.84 FEET: A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS SOUTH 69°32'35" EAST:

THENCE NORTHERLY ALONG SAID CURVE 42.51 FEET THROUGH A CENTRAL ANGLE OF 39°22'51":

THENCE NORTH 19°48'09" WEST 47.44 FEET TO THE BEGINNING OF A CURVE. CONCAVE SOUTHERLY. HAVING A RADIUS OF 5.00 FEET:

THENCE WESTERLY ALONG SAID CURVE 6.90 FEET THROUGH A CENTRAL ANGLE OF 79°02'01" TO THE BEGINNING OF A REVERSE CURVE. CONCAVE NORTHERLY. HAVING A RADIUS OF 153.04 FEET: A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS SOUTH 8°50'09" EAST:

THENCE WESTERLY ALONG SAID CURVE 24.64 FEET THROUGH A CENTRAL ANGLE OF 9°13'28":

THENCE NORTH 0°21'51" EAST 53.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE. CONCAVE NORTHERLY. HAVING A RADIUS OF 100.00 FEET: A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS SOUTH 0°21'51" EAST:

THENCE EASTERLY ALONG SAID CURVE 26.74 FEET THROUGH A CENTRAL ANGLE OF 151°19'23":

THENCE NORTH 0°21'15" EAST 93.61 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1:

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 1 NORTH 89°38'34" WEST 302.40 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1:

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 1 SOUTH 0°28'06" WEST 430.12 FEET TO THE POINT OF BEGINNING:

CONTAINS 3.038 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS. CONDITIONS. RESTRICTIONS. RIGHT OF WAY AND EASEMENTS OF RECORD.

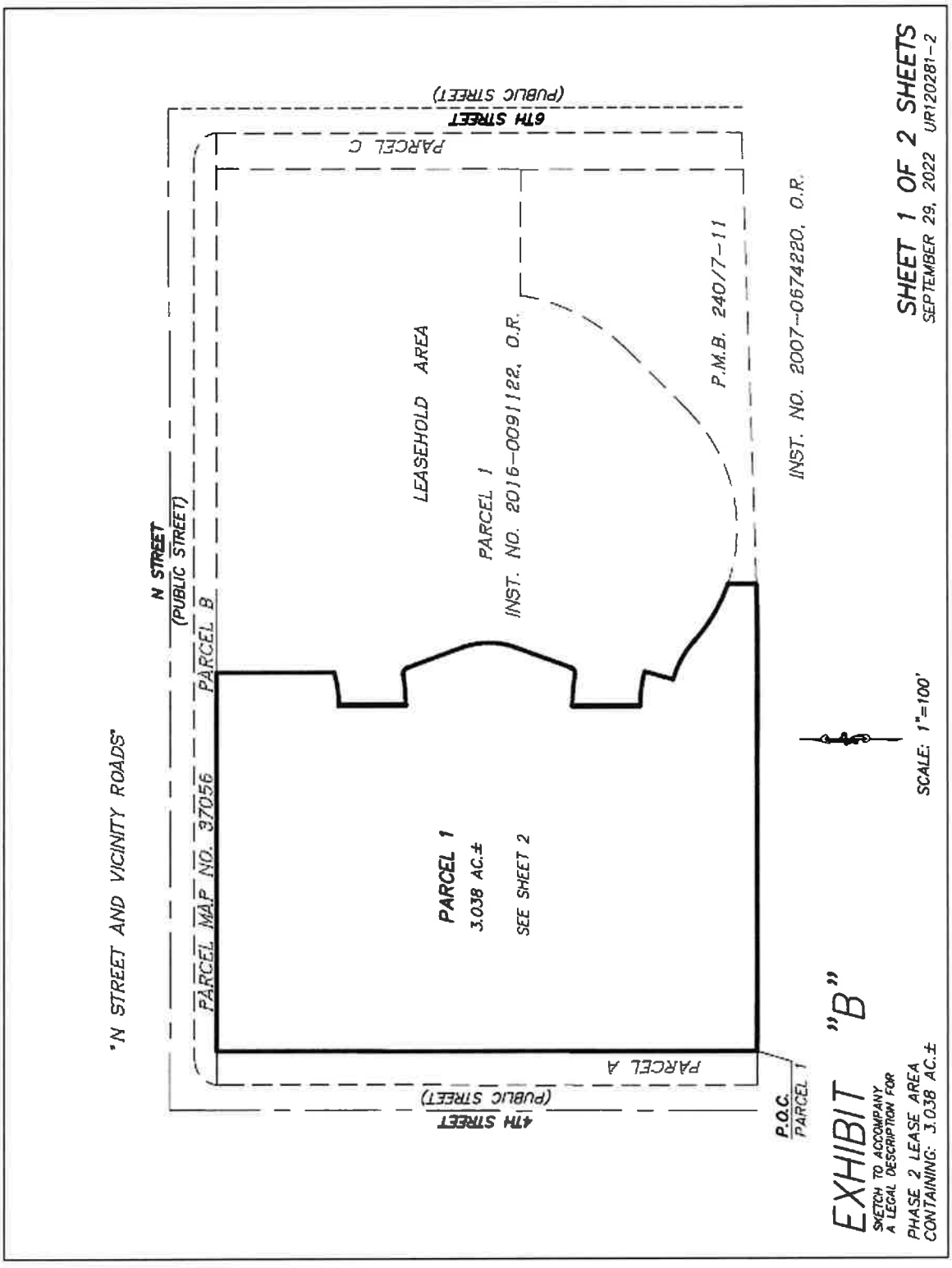
PREPARED UNDER THE SUPERVISION OF:

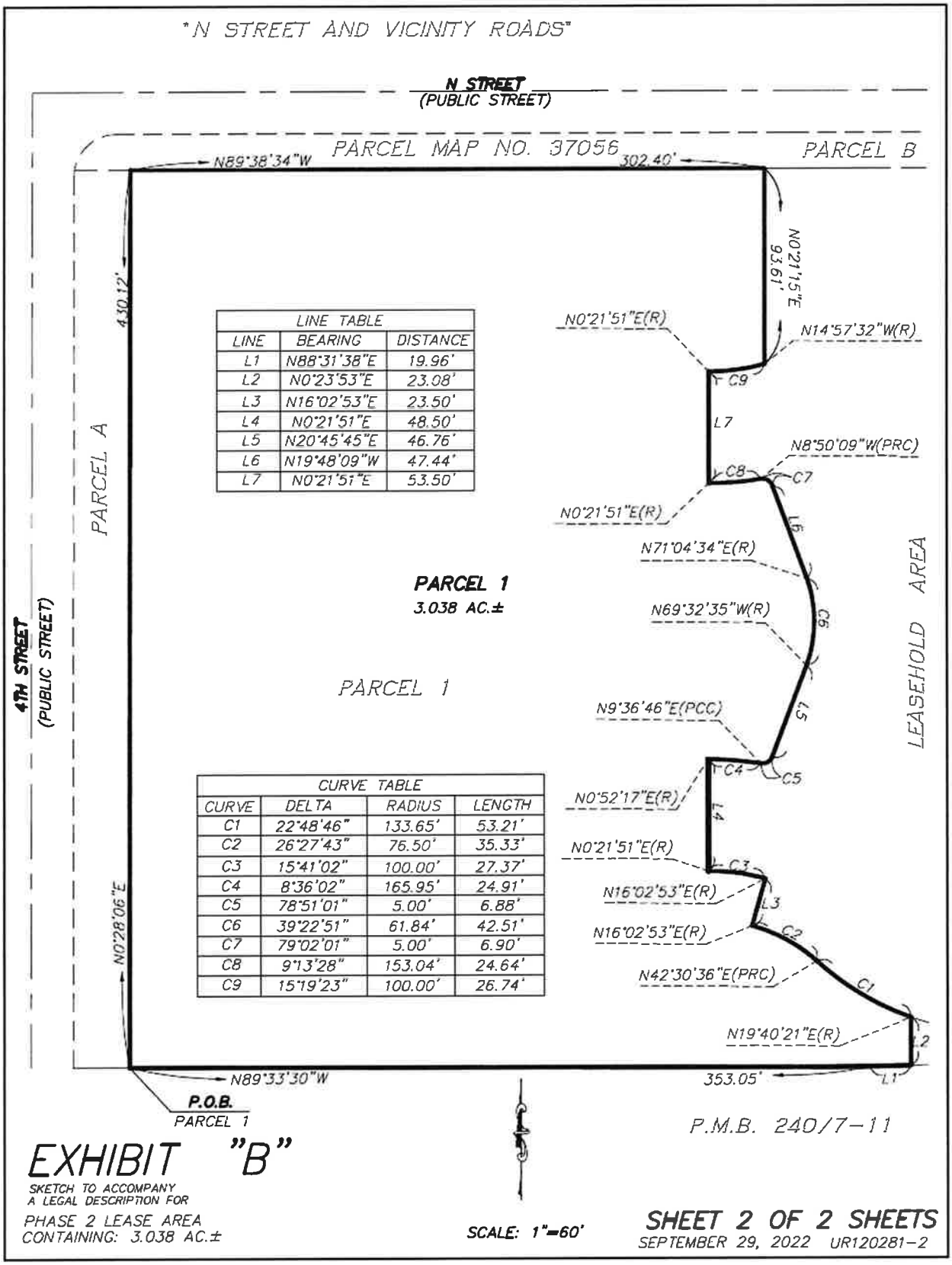
Greg Borchard 10/1/22

GREGORY S. BORCHARD. LS 7705
MY REGISTRATION EXPIRES: 12/31/22

EXHIBIT B

SITE PLAN





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°31'38"E	19.96'
L2	N0°23'53"E	23.08'
L3	N16°02'53"E	23.50'
L4	N0°21'51"E	48.50'
L5	N20°45'45"E	46.76'
L6	N19°48'09"W	47.44'
L7	N0°21'51"E	53.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°48'46"	133.65'	53.21'
C2	26°27'43"	76.50'	35.33'
C3	15°41'02"	100.00'	27.37'
C4	8°36'02"	165.95'	24.91'
C5	78°51'01"	5.00'	6.88'
C6	39°22'51"	61.84'	42.51'
C7	79°02'01"	5.00'	6.90'
C8	9°13'28"	153.04'	24.64'
C9	15°19'23"	100.00'	26.74'

EXHIBIT C

MEMORANDUM OF GROUND LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

March Joint Powers Authority
Attn: Executive Director
23555 Meyer Drive
Riverside, CA 92518

Exempt from Recording Fees Pursuant to Government Code Section 27383

(Space Above For Recorder's Use)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (the "Memorandum") is made as of _____, 2024, by and between THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("Lessor"), and U.S. VETS Housing Corporation company, a California nonprofit public benefit corporation ("Lessee") with respect to that certain Ground Lease dated as of _____, 2024 (the "Lease"), between Lessor and Lessee.

Pursuant to the Lease, Lessor hereby leases to Lessee and Lessee leases from Lessor that certain real property, more particularly described in Exhibit A, attached hereto and incorporated herein, (the "Property") and Lessor grants to Lessee, all the improvements constructed or to be constructed on the Property for the term of the Lease which improvements are and shall remain real property. The Lease commenced on _____, 2024, and shall continue from such date until [***INSERT MONTH***], 2090 , or sooner termination pursuant to the terms of the Lease.

This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first above written.

LESSOR:

THE MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of the State of California

By: _____
Name: Dr. Grace Martin, DPPD
Title: Chief Executive Officer

LESSEE:

U.S.VETS HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Name: Stephen J. Peck
Title: Secretary

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 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.

_____ Place Notary seal above

Signature of Notary Public

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 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.

_____ Place Notary seal above
Signature of Notary Public

EXHIBIT D

SECTION 3 REQUIREMENTS

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT E

March Veterans Village Resident Selection Plan

[Cover Sheet]

EXHIBIT F

OCCUPANCY REPORTING FORMAT

March Veterans Village

Annual/Quarterly Occupancy Report

Reporting Period: __/__/____ to __/__/____

Date of Report: __/__/____

Building ____

Description of Principal Use: [VIP / Transitional / Efficiency]

Description	Current Period	Previous Reporting Period (__/__/__ - __/__/__)	Change
Total Units			+/-_____
Total Habitable Units			
Habitable Unit Vacancies: ___			
Population			
Rent Range	$_____ - $_____	$_____ - $_____	
Average Rent	$_____		
New Leases			
Terminations			
Veteran Households			
Non-Veteran Households			

ATTACHMENT 4

NOTICE OF DETERMINATION
for the
U.S. Vets Transitional Program Specific Plan
Specific Plan Amendment #1 (SP-6, A1)
Plot Plan Amendment #1 (PP 10-01, A1)

MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518

(951) 656-7000 | FAX (951) 653-5558 | WEBSITE: www.marchjpa.com | E-MAIL: info@marchjpa.com

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or ☒ **County Clerk** County of: Riverside Address: 2724 Gateway Drive Riverside, CA 92507	**FROM**:	**Public Agency/Lead Agency:** March Joint Powers Authority Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Jeffrey M. Smith, AICP Phone: (951) 656-7000

TO:	☒ Office of Planning and Research P. O. Box 3044 Sacramento, CA 95812-3044	Lead Agency (if different from above) Address:
	☐ 1400 Tenth Street (overnight or hand delivery) Sacramento, CA 95814	Contact: Phone:

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

State Clearinghouse Number (If submitted to SCH): 2008071021

Project Title: U.S. Vets Transitional Program Specific Plan (SP-6) | Specific Plan Amendment #1 (SP-6, A1), Plot Plan 10-02, Amendment #1 (PP 10-02, A1)

Project Applicant: United States Veterans Housing Corporation

Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):

The March Veterans Village Campus is located at the southwest corner of N Street and 6th Street, just south of the March Life Care Specific Plan Area, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries. The proposed 3.05-acre Project site is located at the southeast corner of N Street and 4th Street, in unincorporated Riverside County, California, within the land use jurisdiction of the March Joint Powers Authority. See map below.

General Project Location (City and/or County): County of Riverside

Project Description: The proposed Project consists of the following:

Specific Plan, Amendment 1 (SP-6, A1): Amend/update SP-6 to include the proposed housing and unit types and corresponding updates to text, exhibits/figures, appendices, including, but not limited to, unit and building square footages, number of units, landscape, parking, site circulation.

Plot Plan, Amendment 1 (PP 10-02, A1): The proposed Plot Plan Amendment would allow for the development of the following:

- Transitional Housing Building (B4) - This building will consist of 24-studio apartment units. Each unit will be approximately 375 square feet. The building will also have administrative offices, a computer room, laundry facility and community space. This two-story building is proposed to have a maximum height of 32 feet. This building will be similar to Building 1, in terms of architecture and operations. The Transitional Housing Building square footage is approximately 12,000 square feet. Access to this building will be mainly off of 4th Street but can be accessed from

6th Street.

- Comfort Homes (B5) - Forty-four (44)-permanent supportive housing units are proposed to be developed where Buildings 5-8 were to be built on the Campus. These individual "Comfort Homes" will be approximately 500 square feet, and include a bedroom, bathroom, kitchen and living area. The maximum height of the typical Comfort Home is approximately 16 feet. At this time, construction methods, either modular or stick built, depending upon cost and timing, is being considered. In addition, the architectural style and building color/materials will be compatible with the other Campus buildings. Access to the Comfort Homes will be mainly off 4th Street but can be accessed from 6th Street.

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.

United States Veterans Housing Corporation

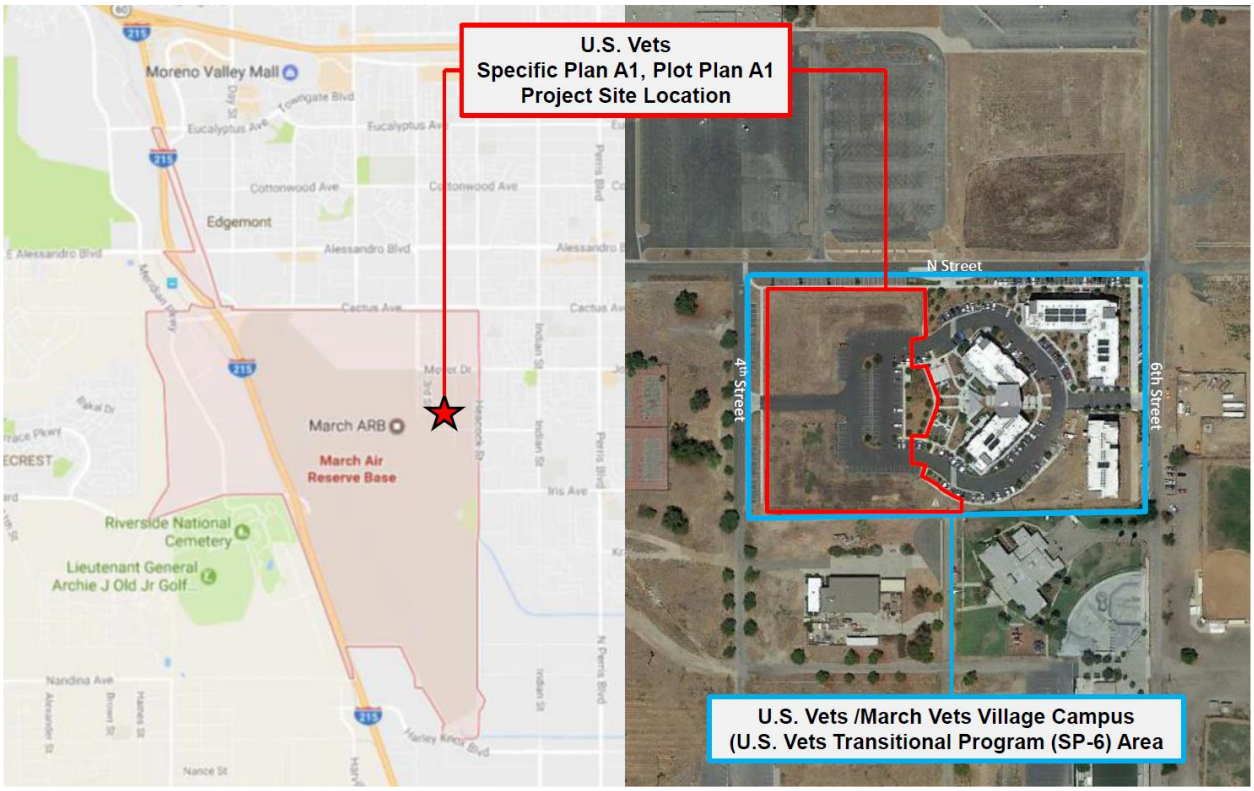
This is to advise that the (☒ **Lead Agency** or ☐ Responsible Agency) has approved the above described project on **January 10, 2024** and has made the following determinations regarding the above described project:

1.	☐	The project will have a significant effect on the environment.
	☒	**The project will NOT have a significant effect on the environment**
2.	☐	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☐	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	☒	**A CEQA Addendum to the Certified Final EIR (SCH# 2008071021) (MJPA Resolution #JPA 24-01), for Specific Plan SP-6, Amendment #1 (SP-6, A1) and Plot Plan 10-02, Amendment #1 (PP 10-02, A1), was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgement of the Lead Agency.**
3.	☒	**Mitigation measures from the applicable Certified EIR were made a condition of the approval of the project but were adopted when the Final EIR was certified.**
	☐	Mitigation measures were NOT made a condition of the approval of the project.
4.	☐	A Mitigation Monitoring or Reporting Plan was adopted for this project.
	☒	**A Mitigation Monitoring or Reporting Plan was NOT adopted for this project.**
5.	☐	A Statement of Overriding Considerations was adopted for this project.
	☒	**A Statement of Overriding Considerations was NOT adopted for this project but were made when the EIR was certified.**
6.	☒	**Findings were made pursuant to the provisions of CEQA.**
	☐	Findings were NOT made pursuant to the provisions of CEQA.
	☒	**A CEQA Addendum to the Certified Final EIR (SCH# 2008071021) (MJPA Resolution #JPA 24-01), for Specific Plan SP-6, Amendment #1 (SP-6, A1) and Plot Plan 10-02, Amendment #1 (PP 10-02, A1), with comments and responses and record of project approval is available to the general public at the following location(s)**

	Custodian: March Joint Powers Authority	**Location:** 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

Date: February 14, 2024	**Signature:** _____
Date Received for Filing: _____	**Title:** Principal Planner

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



U.S. Vets Transitional Program Specific Plan (SP-6)

Specific Plan Amendment #1 (SP-6, A1), Plot Plan 10-02 Amendment #1 (PP 1002, A1) Project Location:

The March Veterans Village Campus is located at the southwest corner of N Street and 6th Street, just south of the March Life Care Specific Plan Area, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries. The proposed 3.05-acre Project site is located at the southeast corner of N Street and 4th Street.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 11 (1)

Meeting Date: February 14, 2024

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

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

Background:

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

March Inland Port

2023 Capital Projects Update: Capital Improvement Projects for 2024 through 2028 are outlined within the January 11, 2023, ACIP to be submitted to the FAA on, or before, January 31, 2023.

Airport Master Plan
Objective: Consider Infrastructure Improvements, Land Uses and Airport Development Plans
Status: On July 23, 2021, the Federal Aviation Administration (FAA) awarded March Inland Port Airport Authority (MIPAA) an $856,115 FAA Airport Capital Improvement Plan (ACIP) entitlement grant. As a request by MIPAA in its ACIP, FAA grant funds were offered to conduct an Airport Master Plan (AMP) to include a Pavement Maintenance Plan (PMP). MIPAA has not engaged in the preparation of an AMP since its conception. MIPAA has engaged its consultant to conduct the PMP and AMP under this grant. The first coordination meeting was held on Thursday, November 11, 2021. MIPAA delivered a litany of requested documents to the consultant on October 21, 2021. The Team reviewed the schedule and action items. MIPAA and Consultant meet regularly and will provide the Commission regular updates throughout the planning process. In January, notification letters were distributed to stakeholders. The letter also requested stakeholders participate in the Project Advisory Committee (PAC). The first PAC meeting was held on March 9, 2022 at 1 pm (PST). The PAC meeting was the first of a series of meetings and provided stakeholders an overview as to the intent and process behind the MP efforts. Stakeholder input is integral to the development of the MP. Field work was complete in February which included "full area" GIS mapping and surveying of MARB. On February 15, 2022, the consultant began its pavement conditions surveys of MIPAA owned infrastructure. The pavement surveys

and pavement testing efforts are related to updating MIPAA's Pavement Maintenance and Management Program (PMMP). This effort is funded by the FAA in concert with the MP. MIPAA consultant staff are continuing airport inventory data collection efforts. The consultant has completed its drone flyover and obtained airfield topographical aerial imagery**.** Staff and our consultants are preparing for a PAC meeting in October. Staff has expanded membership of the PAC to include new members from member jurisdictions in preparation of more detailed planning efforts. On September 4, 2022, the consultant provided the TAC an update on Master Plan progress and plans moving forward. Three elements of the draft FAA Master Plan have been distributed to staff internally for review. Comments for the initial submittals were provided to the contractor on the first three chapters on November 21, 2022. On November 29, 2022, the draft forecast was distributed to the FAA for review and approval. Approval is expected in 4-6 weeks. The PAC will reconvene in February 2023 to continue the next phase of comments on proposed master plan elements. **Two Airport community meeting were held on September 7, 2023, and then again on January 31, 2024. The meeting was held so that the public could learn about the civilian operation of the airport, its economic impact to the region and the long-range plans. On January 31, 2024, the PAC reconvened on updated Master Plan exhibits incorporating comments from MARB. The draft Master Plan document is now available for public review and comment at: https://marchjpa.com/airport-master-plan/ . Comments on the Master Plan are due by February 29, 2024.**

Fuel Facility Expansion

Objective: Meet Current and future Demands for Jet-A Fuel Storage

Status: With realized growth of commercial aircraft activity, meeting JET-A fuel storage sufficient for existing demand has become increasingly problematic. Additional fuel storage tanks are required. Freeman Holdings of Riverside, LLC (FHR) operates and maintains the fuel facility. FHR also provides aircraft ground handling services to the airlines and general aviation airport users. Their services include fueling of all types of aircraft, ensuring fuel storage quantities meet demands, load and unload of aircraft, provide ground support equipment and personnel and other support services. In order to provide aviation services at March Inland Port (MIP), FHR entered into two property leases which include MIPAAs bulk storage fuel facility and portions of MIPAAs executive terminal. A draft MOU is being reviewed by the parties. Once MOU terms have been agreed upon, staff will brief the TAC and Commission.

Riverside Inland Development, LLC, VIP-215 Project

Objective: Private Development of Parcel D2 generating revenue and jobs

Status: On December 16, 2020 and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre, VIP 215 Project site is located directly east of the I-215 Freeway off-ramp at Van Buren Boulevard, south of the existing March Field Air Museum, and west of the existing runways and facilities of the March Air Reserve Base and north of the boundary of the City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. Specifically, the approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building (intensive ecommerce use), inclusive of 46,637 square-feet of ground floor office space and 13,506 square feet of second floor office space. The building has a maximum height of 54 feet. The project site includes 2,551 parking spaces for employees and visitors, 428 truck trailer parking stalls and 39 stalls for tractor cab parking. The building address is 25000 Van Buren Boulevard, Riverside, California, 92518. On May 26, 2021, the March JPA Commission considered and approved a Plot Plan Amendment and Tentative Parcel Map for the VIP 215 Project. Amended Plot Plan, reduced

the size of the warehouse building by 155,416 sq. ft., to 1,866,948 sq. ft., reduced the number of vehicle parking spaces from 2,551 to 2,390, increased the number of truck trailer parking stalls from 428 truck trailer parking stalls to 1,000, the elimination of one driveway, along the extension of Van Buren Boulevard, and the addition of a Pedestrian Bridge, to allow for unrestricted truck movement through the most northern drive aisle (Driveway 1), and pedestrian access, via the bridge from a staircase on either side of the drive aisle. The height of the bridge will be approximately 31.5 feet. March ARB, March JPA and Developer are working on obtaining the required approvals and easements for an Interim Drainage Outfall Facility to be constructed on March ARB, to support project off site and project on-site drainage until the Riverside County Perris Valley Lateral B Project, Stage 5, is completed. Supporting documentation has been prepared. Drafts of the Fair Market Value Survey and Easement Document are being prepared and should be completed by the end of December 2021. The Developer was issued a rough grading permit on September 16, 2021. Since then, there has been a considerable amount of grading, building pad development, trenching and installation of box culvert sections has occurred, and box drainage facility is currently under construction. A building permit was issued on December 1, 2021, and a precise grading permit was issued on December 2, 2021. Anticipated building completion in late 3rd or early 4th Quarter 2022. The concrete pours for the building foundation started on January 6, 2022, and will continue through to March 2022. Nighttime / early morning pours and lighting are being coordinated with the March JPA and March ARB so that Base operations are not impacted. The Developer/Construction Team will provide updates to the concrete pour schedule every two weeks. Project drainage improvements are nearly complete with the exception of the final outfall structure construction at the exit onto base property. The Air Force easement document is being executed by Air Force Reserves Headquarters. An action item seeking approval to execute the easement is on this agenda for Commission consideration *(approved 2/23/2022)*. Building exterior camera surveillance systems are under review by Air Force Security Forces. Staff is also working with the tenant, Hillwood and MARB on security related infrastructure being place on and around the project site to ensure the developer is meeting the security expectations of MARB. An easement between MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval**.** MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guidelines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure. On August 30, 2022, Air Force Reserve Command and Air Force Civil Engineering Command executed the drainage easement for the outfall structure. Construction of the drainage outfall facility onto base property began on October 4, 2022. This portion of the project is expected to be complete on December 9, 2022. Due to winter season rain events, construction is substantially completed with Temporary Certificate of Occupancy (TCO) discussions anticipated to begin first quarter of 2023.

Meridian Park, LLC D1 Aviation Gateway Project

Objective: Private Development of Parcel D1 supporting aviation facilities generating revenue and jobs

Status: On August 3, 2020, Meridian Park D-1, LLC (the "Applicant"), submitted a Plot Plan and Zone Change application to develop a gateway air freight cargo center, with one, approximately 201,200 square foot, industrial warehouse, and one, approximately 70,140 square foot, accessory maintenance building, on 84.06 acres. The Project site is located within the southeastern portion of the March Joint Powers Authority (March JPA) jurisdiction, within unincorporated Riverside County, California. More specifically, the Project site is located just south of the March Air Reserve Base (March ARB), west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue, in Moreno Valley, California. Interstate 215 (I-215) is located approximately one mile west of the project site. The Project proposes to develop a gateway air freight cargo center, including the construction of an approximately 201,200 square foot industrial warehouse with 9 grade level loading doors and 42 dock positions and an approximately 70,140 square foot accessory maintenance building with grade level access. The proposed warehouse and maintenance facility development would consist of 56 gross acres (41 net acres), while the proposed taxiway and tarmac extensions would consist of 12 acres. The overall Project footprint to be analyzed includes 84.06 acres, as described above. The industrial warehouse would be constructed to a maximum height of 48 feet, and the maintenance building would be constructed to a maximum height of 46 feet. The Project would include construction of a parking apron sized to accommodate commercial cargo airplanes and would be paved to meet FAA standards. The existing taxiway would be used to access the March Inland Port Airport runway. The proposed expansion of the existing taxiway/tarmac would allow for improved access to the existing taxiway for the Project tenants and existing Airport users south of the Project site. Upon completion, the proposed Project is anticipated to average 17 flights a day. MJPA Planning Staff has routed the project plans and documents to MJPA Departments, March Air Reserve Base, member jurisdictions and agencies for review and comments. Staff has also initiated Tribal Consultation pursuant to AB 52. A Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project was circulated on March 31, 2021 for public review/comment and ended April 29, 2021. The March JPA held a Public Scoping Meeting, via teleconference on April 14, 2021. Input was received from the general public and March Air Reserve Base staff. Since April 2021, ongoing discussions regarding the proposed project, CEQA and NEPA level environmental documentation has occurred between the Applicant, March JPA/MIPAA staff and March ARB staff. In late November 2021, the Applicant submitted NEPA Form 813 environmental documentation to the March JPA/March ARB for review and comment. The form/review is to help March ARB determine the level/type of NEPA environmental document to be prepared. Once this information is received, March JPA/Applicant will prepare an Admin Draft environmental document for review/comment. This should occur sometime during the first quarter 2022. The Project Applicant has revised the project description and proposed project decreasing the overall scope of the project to eliminate potential impact to the Superfund remediation site known as Site 007. The Project Applicant has updated NEPA Form 813 environmental documentation for March JPA/March ARB review and comment and Section 163 environmental documents required by the FAA. In addition, CEQA environmental documentation is also being updated. The revised Project Description/Project Site Plan was complete in February 2022. The participating Tribes have been notified of the change of the proposed project. Documents are under review by MARB, FAA and regulatory agencies. On May 16, 2022, the updated/revised Project Description/Project Plans/Documentation was transmitted to March JPA departments, member jurisdictions and other reviewing agencies. March JPA staff has asked for comments or conditions of approvals by June 1, 2022. The updated Section 163 was sent to the FAA for review. Section 163 is an FAA preliminary project review that

determines any federal action from the NEPA perspective. The FAA has made a determination that an Environmental Assessment (EA), in compliance with NEPA, is required for the proposed Project. The preparation of appropriate environmental documents pursuant to CEQA and NEPA are underway.

Attachment: None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 11 (2)

Meeting Date: February 14, 2024

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE MENGISTU ADVISORS LLC FOR CONSULTING/ADVIOSRY ENGAGEMENT AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with The Mengistu Advisors LLC for consulting/advisory engagement and authorize the Chief Executive Officer to execute the Agreement.

Background:
The Mengistu Advisors LLC provides more than 30 years of experience within the field of airport development and management. Owner, Samson Mengistu, served as the Chief of Operations for the Los Angeles World of Airports where he spearheaded operational and tactical innovations and oversaw various LAX divisions such as Operations and Emergency Management, Finance and Budget, Administration, Information Technology, Facilities and Maintenance and Air Service Development. Mengistu Advisors' capital development and financial planning efforts yielded over $14.8 billion worth of improvements and investments for LAX. Mengistu Advisors partner Paul Haney, currently serves as airport advisor to the Ontario International Airport where he assisted the City of Ontario in securing the transfer of ONT from LAWA to a new Joint Powers Authority. He has over 30 years of experience in the aviation sector, including key positions in the private sector such as Lockheed where he was involved in airport development, communications and finance. He also spent 12 years at American Airlines as Regional Managing Director for LAX.

Given the near completion of the March Inland Port Airport's first airport master plan, staff is interested in securing Mengistu Advisors LLC to assist in the implementation and growth of programs that will help MIPAA be sustainable after its transition in July of 2025. As a designated reliever airport, the following scope of work is necessary over the next two years to ensure the successful transition of MIPAA in 2025.

Mengistu Advisors LLC Scope of Work

Expansion of Foreign Trade Zone

- Develop a strategy and messaging for approaching Customs and Border Protection to expand FTZ#244.
- Identify the appropriate CBP and other officials locally and in Washington, D.C. that need to approve the initiative.
- Assist in developing a political strategy to increase likelihood of success.
- Schedule meetings to obtain buy-in from CBP and, as warranted, other agencies.
- Oversee development of Agreement to expand the Foreign Trade Zone and, if needed, a User Fee Agreement to provide CBP officer staffing.

March Inland Port Airport Business Plan

- Oversee development of March Inland Port Airport Authority Strategic Business Plan to include Mission, Priorities and Goals.
- Plan must be consistent with and complement the new Authority Master Plan.
- Identify stakeholders that need to participate in the plan and solicit their inputs.
- Assist in the identification of potential tenants (aeronautical and non-aeronautical) for various available parcels at the airport.
- Seek FAA guidance and approval for non-aeronautical leasing.
- Explore viability of emerging technologies being based at March Inland Airport Authority (e.g., Electric Vertical Takeoff and Landing Vehicles or eVTOLs that could utilize March Inland Port Airport for operations, maintenance and staging/storage.)

Airport Fee Structure

- Identify peer airports for benchmarking to determine Use and Lease Rates and Charges.
- Assist in determining applicable Federal Guidelines and Advisory Circulars governing airport fee structures.
- Assist in determining potential need for property appraisals as a means of determining and justifying market rates, particularly for non-aeronautical leases.

Part 139 Certification

- Determine steps needed, and potential cost and staffing required to comply with FAA Standards required for Part 139 commercial passenger air service.
- Help assess with FAA and TSA the Safety and Security requirements to obtain Part 139 Certificate.
- Determine practicality and feasibility of attracting initial air service to serve the March Inland Port Airport catchment area.
- Assess feasibility of obtaining federal, state and local grants and/or funds to subsidize service during start-up period (e.g., USDOT's Small Community Air Service Development Program)
- Explore with USAF responsibility for FAA Tower staffing.

The Professional Services Agreement is proposed for a term of 24 months at a rate of $5,000 per month. Any additional scope of work outside of listed tasks will be charged at a rate of $325/hour.

To help with transitional efforts for MIPAA in 2024 through 2026, staff recommends approval of a professional services agreement with Mengistu Advisors LLC for a term of 24 months, and a rate of $5,000 per month, for a total contract amount of no more than $150,000.

Attachment: Mengistu Advisors LLC Professional Services Agreement

MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of February, 2024, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 14205 Meridian Parkway, Suite 140, Riverside, County of Riverside, State of California ("Authority") and The Mengistu Advisors LLC, a LIMITED LIABILITY COMPANY, with its principal place of business at 6028 West 76th Place, Los Angeles, CA 90045 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Authority desires to engage Consultant to render such professional services for the airport management project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from February 14, 2024 to February 28, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

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

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

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

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

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

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

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

other staff at all reasonable times.

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

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

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

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

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

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

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

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

3.2.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent

as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

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

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

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

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

3.2.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred and Fifty Thousand Dollars ($150,000) without written approval of the

Commission or Chief Executive Officer as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit “C” may be adjusted each year at the time of renewal as set forth in Exhibit “C.”

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: The Mengistu Advisors LLC
6028 West 76th Place
Los Angeles, CA 90045
ATTN: Mr. Samson Mengistu

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
ATTN: Chief Executive Officer

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

3.5.3 Ownership of Materials and Confidentiality.

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

completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

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

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

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's

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

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

3.5.5 Indemnification.

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

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

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

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

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

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

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

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

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

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

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further

agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Authority's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE MARCH JOINT POWERS AUTHORITY AND THE MENGISTU ADVISORS LLC

MARCH JOINT POWERS AUTHORITY

By: _____
Grace I. Martin, DPPD
Chief Executive Officer

Attest:

_____
Authority Clerk

Approved as to Form:

_____
Best Best & Krieger LLP
General Counsel

THE MENGISTU ADVISORS LLC

By: _____
Samson Mengistu
Principal

JPC: 02.14.24-11.2

EXHIBIT "A"
SCOPE OF SERVICES

Expansion of Foreign Trade Zone

- Develop a strategy and messaging for approaching Customs and Border Protection to expand FTZ#244.
- Identify the appropriate CBP and other officials locally and in Washington, D.C. that need to approve the initiative.
- Assist in developing a political strategy to increase likelihood of success.
- Schedule meetings to obtain buy-in from CBP and, as warranted, other agencies.
- Oversee development of Agreement to expand the Foreign Trade Zone and, if needed, a User Fee Agreement to provide CBP officer staffing.

March Inland Port Airport Business Plan

- Oversee development of March Inland Port Airport Authority Strategic Business Plan to include Mission, Priorities and Goals.
- Plan must be consistent with and complement the new Authority Master Plan.
- Identify stakeholders that need to participate in the plan and solicit their inputs.
- Assist in the identification of potential tenants (aeronautical and non-aeronautical) for various available parcels at the airport.
- Seek FAA guidance and approval for non-aeronautical leasing.
- Explore viability of emerging technologies being based at March Inland Airport Authority (e.g., Electric Vertical Takeoff and Landing Vehicles or eVTOLs that could utilize March Inland Port Airport for operations, maintenance and staging/storage.)

Airport Fee Structure

- Identify peer airports for benchmarking to determine Use and Lease Rates and Charges.
- Assist in determining applicable Federal Guidelines and Advisory Circulars governing airport fee structures.
- Assist in determining potential need for property appraisals as a means of determining and justifying market rates, particularly for non-aeronautical leases.

Part 139 Certification

- Determine steps needed, and potential cost and staffing required to comply with FAA Standards required for Part 139 commercial passenger air service.
- Help assess with FAA and TSA the Safety and Security requirements to obtain Part 139 Certificate.
- Determine practicality and feasibility of attracting initial air service to serve the March Inland Port Airport catchment area.
- Assess feasibility of obtaining federal, state and local grants and/or funds to subsidize service during start-up period (e.g., USDOT's Small Community Air Service Development Program)
- Explore with USAF responsibility for FAA Tower staffing.

EXHIBIT "B"
COMPENSATION

Cost per month for Scope of Services: $5,000 per month

Work outside of Scope of Services: $325/hour