

# 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, March 13, 2024 at 3:00 p.m.**

This Notice was posted on 03/07/2024 at the following locations:

Western Municipal Water District  
14205 Meridian Parkway  
Riverside, CA 92518

On March 7, 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**  
of the  
**March Joint Powers Authority**  
and the  
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City of Moreno Valley • City of Riverside • City of Perris

***Wednesday, March 13, 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**  
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**Wednesday, March 13, 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 and February 14, 2024**  
– Page 7
8. **Consent Calendar**

## **MJPA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 19
- 2) Report: Update on Planning Activities – Page 24
- 3) Report: Receive and file Financial Status Reports – Page 29
- 4) Action: Approve December 2023 and January 2024 Disbursements – Page 62
- 5) Action: Approve a Professional Services Agreement with Team Sweep for street sweeping and authorize the Chief Executive Officer to execute the agreement – Page 74
- 6) Action: Adopt Resolution JPA 24-03 of the March Joint Powers Authority, authorizing investment of monies in the Local Agency Investment Fund (LAIF) and approve the Chair, Chief Executive Officer, and Accounting Manager/Controller as authorized signers on the Authority’s LAIF account - Page 100
- 7) Action: Authorize the March Joint Powers Commission Chair and Chief Executive Officer to travel and attend the 2024 ICSC Las Vegas Conference – Page 103

## **9. Reports, Discussions and Action Items**

### **MJPA - Operations**

- 1) Report: Receive and file Military Compatibility Use Study briefing by Simon Housman, Project Director – Page 104  
*Simon Housman, MCUS Project Director*
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for March 4, 2024 (February 5, 2024 TAC Meeting Cancelled) – Page 105  
*Tisa Rodriguez, TAC Chair*
- 3) Action: Discuss a Northeast Corner Gas Line Project by the SoCal Gas Company and provide direction on funding terms for gas lien updates – Page 106  
*Dr. Grace Martin, Chief Executive Officer*
- 4) Action: Adopt Resolution JPA 24-02 a resolution of the March Joint Powers Authority amending the two-year budget for Fiscal Year 2022/23 and fiscal year 2023/24 – Page 108  
*Dr. Grace Martin, Chief Executive Officer*

## **10. Ordinance Adoption – MJPA**

- 1) Action: Waive the Second Reading and adopt Ordinance JP 24-01, approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1); and 2) direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines – Page 133  
*Jeffrey Smith, Principal Planner*

## **11. Consent Calendar**

### **MJPA & MIPAA – Operations**

- 1) Action: Approve Amendment No. 1 to the Exclusive Negotiating Agreement (ENA) between the March Joint Powers Authority, March Inland Port Airport Authority and Meridian Park, LLC for Parcel D-1 North and authorize the Chief Executive Officer to execute the Agreement – Page 377

## **12. Consent Calendar**

### **MIPAA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 393
- 2) Report: Receive and file Financial Status Reports – Page 398

- 3) Action: Approve December 2023 and January 2024 Disbursements – Page 406
- 4) Action: Approve a Professional Services Agreement with Paul A Haney & Associates LLC for consulting/advisory engagement and authorize the Chief Executive Officer to execute the Agreement – Page 409

**13. Reports, Discussions and Action Items**

**MIPAA – Operations**

- 1) Action: Adopt Resolution MIPAA 24-01 a resolution of the March Inland Port Airport Authority amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24 - Page 427  
*Dr. Grace Martin, Chief Executive Officer*
- 2) Report: Receive and file an update for March Inland Port Airport by Airport Operations Coordinator Carlos Orellana – Page 437  
*Carlos Orellana, Airport Operations Coordinator*

**14. Consent Calendar**

**MJPUA – Operations**

1. Report: Receive and file Financial Status Reports – Page 456
2. Action: Approve December 2023 and January 2024 Disbursements – Page 463

**15. Reports, Discussions and Action Items**

**MJPUA – Operations**

- 1) Action: Adopt Resolution MJPUA 24-01 a resolution of the March Joint Powers Utilities Authority amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24 - Page 466  
*Dr. Grace Martin, Chief Executive Officer*

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

**17. Staff Oral Reports/Announcements**

**18. Calendaring of Future Agenda Items**

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

**19. 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](http://www.marchjpa.com). Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

**ADA: If you require special accommodations during your attendance at a meeting, please contact the 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: March 7, 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: None  
Abstain: None

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: None  
Abstain: None

## **7. Matters Subsequent to Posting Agenda**

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

Dr. Martin pulled two items from the agenda, Item 12, the Public Hearing for the US Vets project as architectural plans were being updated. Item 11(3), the Fifth Amendment to the March1 DDA, for March Lifecare Campus as the applicant was reviewing additional comments from the TAC.

## **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 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.

*This item was pulled to 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 14<sup>th</sup>, 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: None  
Abstain: None

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

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**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 MINUTES**

**1. Call to Order**

Chair Delgado called the meeting to order at 3:01 p.m.

**2. Roll Call**

Present: Perry, Jeffries (2 votes), Conder, Cabrera, Vargas (2 votes), Delgado

Absent: Gutierrez, Rogers

**3. Invocation**

Pastor Diane Gardner provided the invocation.

**4. Pledge of Allegiance**

Member Conder led the group in the pledge.

**5. Matters Subsequent to Posting Agenda**

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

Dr. Martin stated the wording on the staff report on item 10 (1) of the packet does not match what was posted on the agenda. Updates have been posted as “a matter subsequent to posting the agenda” on the JPA website.

**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.*

The following person(s) provided public comments:

1. Mike McCarthy, RNOW
2. Andrew Silva

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

No questions or comments.

Motion to approve the JPC Regular Meeting Minutes for the meetings held on January 10, 2024.

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

**8. Consent Calendar**

**MJPA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
- 2) Report: Update on Planning Activities
- 3) Action: Approve 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
- 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
- 5) Action: Approve an Amendment to the Professional Services Agreement with Leighton Consulting, Incorporated and authorize the Chief Executive Officer to execute the Amendment
- 6) 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
- 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
- 8) Action: Approve the March Joint Powers Authority Fleet Policy

No questions or comments.

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

Motion: Conder

Second: Cabrera

Ayes: Perry, Jeffries (2 votes), Conder, Cabrera, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

## 9. Reports, Discussions and Action Items

### MJPA - Operations

- 1) Report: Receive and file an update for 452<sup>nd</sup> Operations Support Squadron by Lieutenant Colonel Charles E. Conder, III Commander  
*Dr. Grace Martin, Chief Executive Officer introduced Lieutenant Colonel Charles E. Conder, III who provided an update on this item.*

Chair Delgado thanked Colonel Conder for his report and stated that he went on a tour of the base and was very impressed that the base also has their own weatherman.

Vice Chair Vargas stated that he did not know that Member Conder was Colonel Conder's father and thanked him for his service.

Member Cabrera inquired about research and development opportunities to expand career pathways and drones. Colonel Conder offered to connect Member Cabrera with the Airfield Operations Manager. Major Garcia with the Base Civil Engineer squadron stood up and offered information on AUVSI, an international organization that specializes in autonomous vehicles and they have conferences every year based on education.

Dr. Martin thanked Lt. Col Conder and the MARB team for their help in MIPAA's Airport Master Plan.

- 2) Report/Action: Approve support of State Senate Bill 994, a proposed streamlined sunseting State bill for the March Air Force Base (MAFB) and 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  
*Dr. Grace Martin, Chief Executive Officer introduced Scott Bruckner with County of Riverside to provide an update.*

Motion to approve Reports, Discussions and Action Items, MJPA – Operations, Item 9 (2).

Motion: Jeffries

Second: Conder

Ayes: Perry, Jeffries (2 votes), Conder, Cabrera, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

- 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

*Yolanda Acosta, RAMS provided an update on this item.*

Dr. Martin stated that this item was presented to the Finance Subcommittee on February 12<sup>th</sup> and of the three investment options given, the Subcommittee recommended taking Option #3 to the Commission. Chair Delgado, Vice Chair Vargas and Member Conder reiterated the Finance Subcommittee's support of Option #3 given the high return on investments as well as the agency's ability to access funds as needed.

Motion to approve Reports, Discussions and Action Items, MJPA – Operations, Item 9 (3).

Motion: Vargas

Second: Cabrera

Ayes: Perry, Jeffries (2 votes), Conder, Cabrera, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

4) Action: Approve 2024 Legislative Platform

*Dr. Grace Martin, Chief Executive Officer and Lynn Jacquez, Husch Blackwell Strategies provided an update on this item.*

Member Conder thanked Ms. Jacquez for the amount of work she puts forth to get them in front of people.

Chair Delgado stated that they appreciate Ms. Jaquez being their voice in D.C.

Thomas Rice, BB&K, March JPA Legal Counsel stated that the commission should look into assigning the Golf Course lease. Vice Chair Vargas stated that his motion includes that.

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

Motion: Vargas

Second: Conder

Ayes: Perry, Jeffries (2 votes), Cabrera, Conder, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

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

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

No questions or comments.

Motion to approve Reports, Discussions and Action Items, MJPA – Operations, Item 9 (5).

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

- 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

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

Chair Delgado asked legal counsel to explain the meaning of the force majeure language within the agreement and how it plays into the applicant's performance on the SCE substation milestone. Attorney Rice with BBK and Attorney Mouwad with Squire Patton Boggs, provided additional information on force majeure provisions within the agreement. Member Cabrera asked if the proposed force majeure language applies to the payment schedule (for Cactus channel). Ms. Mouwad stated that the payment schedule has its own deadlines but force majeure provisions typically apply to projects or pieces of projects that are being implemented by the developer. Member Cabrera stated that he is fine with language that addresses acts of God like a pandemic, but he is against anything that would've been in the applicant's control. Dr. Martin referred to October 3<sup>rd</sup>, 2024, as the next major deadline that will remain as it was negotiated as part of the Second Amendment to the DDA back in 2018. Attorney Rice added that he doesn't believe that a reasonable delay in the project would be a force majeure event. Vice Chair Vargas inquired about delays in supplies as being a force majeure event. Attorney Rice stated that if a catastrophic event were to occur, such as a pandemic, staff would come back to the Commission at that time for a determination. Dr. Martin stated that the requirement of the SCE substation was in place since 2018 so the developer is aware of the deadline and agreed to the language in the proposed Amendment. She added that if a force majeure is filed by the applicant then staff would bring it to the commission with information on the project. Member Perry stated that the Commission wants to progress made with no more delays.

Motion to approve Reports, Discussions and Action Items, MJPA – Operations, Item 9 (6).

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

## 10. Public Hearing - MJPA

- 1) 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 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 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 the March Joint Powers Authority and United States Veterans Housing Corporation 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  
*Jeffrey Smith, Principal Planner provided an update on this item.*

Chair Delgado opened the Public Hearing at 4:35 p.m.

The following person(s) provided public comments:

Mike McCarthy, RNOW.

Chair Delgado asked which jurisdiction gets the regional housing needs assessment credit for this project, in response to public comment. Dr. Martin responded that the County of Riverside Housing Authority sponsors part of the US Vets housing program and it would likely be the County that would get credit.

Chair Delgado closed the Public Hearing at 4:56 p.m.

Member Cabrera inquired about the construction timeline for project and Kent Trimble, of the Trimble Company, responded that they are looking to start at the end of the year.

Motion to approve Public Hearing – MJPA, Item 10 (1).

Motion: Jeffries

Second: Vargas

Ayes: Perry, Jeffries (2 votes), Cabrera, Conder, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

Chair Delgado asked Madam Clerk to read the ordinance.

Madam Clerk read: Ordinance JPA 24-01 and ordinance of the March Joint Powers Commission of the March Joint Powers Authority adopting an amendment to the US Vets transitional housing programs specific plan SP6, 81

**11. Consent Calendar**  
**MIPAA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
- 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

No questions or comments.

Motion to approve Consent Calendar MIPAA – Operations, Items 8 (1-2).

Motion: Vargas

Second: Conder

Ayes: Perry, Jeffries (2 votes), Conder, Cabrera, Vargas (2 votes), Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

## **12. Commission Members Oral Reports/Announcements**

Member Conder stated that as part of the northeast corner stands a windowless brick building that was the old 15<sup>th</sup> Air Force headquarters. He stated that he served in that building twice over the years and it really should have been maintained. He continued to thank Dr. Martin for giving him a tour one last time before it is demolished. Member Conder added that during this tour they found some murals that were painted on the walls that they didn't even know were there and Dr. Martin allowed him to take the collections and curate a team from March Air Field Museum in there and they worked with Nick and he is an amazing individual and is the longest serving member of the March Joint Powers Authority, 23 years. The team was able to remove all three of the murals.

## **13. Staff Oral Reports/Announcements**

None.

## **14. Calendaring of Future Agenda Items**

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

None.

## **15. Adjournment**

The meeting was adjourned at 5:00 p.m.

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

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

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

**Meeting Date:** March 13, 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 sunseting 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 8<sup>th</sup>, 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 6<sup>th</sup> 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 2<sup>nd</sup> Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20<sup>th</sup>, 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 26<sup>th</sup>, 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 11<sup>th</sup> to July 30<sup>th</sup>, 2023. A DDA-Fifth Amendment was approved by the Commission at their 2/14/24 JPC meeting.

	TASK	DUE DATE – per 3 <sup>rd</sup> Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	A 5 <sup>th</sup> Amendment to the DDA approved - 2/14/24. 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 4 <sup>th</sup> 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 12 <sup>th</sup> 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 6 <sup>th</sup> 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	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

	roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.		
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 12<sup>th</sup> meeting. On April 12<sup>th</sup>, the Commission voted to adopt the amended ENA and the agreement was fully executed on April 27<sup>th</sup>, 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 according to CMD staff. CMD staff is 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:** March 13, 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. **As a park is proposed as part of the West Campus Upper Plateau development, no further discussions would occur until the Commission has considered the proposed project.**

#### Perris Valley Channel Lateral B

**Objective:** Prepare Environmental Documents for Final Segment

**Status:** An MOU for the construction of portions of Lateral B, west of the I-215 freeway, 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 1<sup>st</sup> 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 14<sup>th</sup> and 15<sup>th</sup>, 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](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 18<sup>th</sup>, 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 6<sup>th</sup> 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 MIPA 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 February 14, 2024. **On February 14, 2024, the Commission adopted Resolution #JPA 24-01 and waived the first reading of Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1). Commission also approved a ground lease agreement between March Joint Powers Authority and United States Veterans Housing Corporation for a 75-year ground lease on the 3.05-acre expansion site at the southeast corner of N Street and 4th Street. Commission will consider waiving the second reading of Ordinance JPA #24-01 at their next meeting on March 13, 2024.**

**Attachment:**           None

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

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

**Meeting Date:** March 13, 2024

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

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

**Background:**

The monthly Financial Status Reports are a summary of operational income and expenses for the previous months and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2023/24 budget.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which includes the report provided by Citizens Trust for the quarter ending December 31, 2023.

**Attachments:**

- 1) Financial Status Reports for December 2023 and January 2024.
- 2) Second Quarter FY 2023/24 Investment Policy Compliance Statement Reports.

**ASSETS**

Cash In Bank	\$ 7,591,149.68
Petty Cash	300.00
Investment Account	4,830,614.66
Meridian Drainage Fee Acct	2,453,745.97
CalPERS Benefit Trust	11,882,576.26
County Fire Facilities Fund	1,813,116.91
Accounts Receivable	1,354,428.68
Accounts Receivable - Leases	1,238,749.72
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	81,180.24
MJPUA Loan Receivable	450,000.00
Due From Other Funds	731,005.00
Interest Receivable	1,672,366.67
Insurance Deposits	1,283.00

Total Assets \$ 38,802,339.74

**LIABILITIES**

Accounts Payable	116,156.41
Deposits in Trust	327,435.62
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,964,224.57
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Leases	1,349,157.70

Total Liabilities 6,302,251.04

**FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	31,937,442.69
Change in Fund Balance for the six months ending December 31, 2023	<u>562,646.01</u>

Ending Fund Balance, December 31, 2023 32,500,088.70

Total Liabilities and Fund Balance \$ 38,802,339.74

# General Ledger Expenses vs Budget

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 Period 06 - 06  
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund	847,890.00	86,967.07	440,202.07	407,687.93	48.08
100-10-50100-05	Salaries and Wages	117,926.00	9,101.11	54,688.44	63,237.56	53.62
100-10-50100-10	Benefits	103,131.00	0.00	20,891.24	82,239.76	79.74
100-10-50100-15	PERS Contributions	13,855.00	1,311.99	6,705.18	7,149.82	51.60
100-10-50100-20	Medicare Tax	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50100-25	Unemployment	12,770.00	0.00	1,621.04	11,148.96	87.31
100-10-50100-30	Workers Compensation Ins.	10,000.00	2,058.16	5,541.20	4,458.80	44.59
100-10-50100-32	Temporary Office Help	1,000.00	0.00	332.50	667.50	66.75
100-10-50100-35	Employee Recruitment	111,312.00	0.00	42,663.80	68,648.20	61.67
100-10-50100-99	Unfunded Accrued Liab(UAL)	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50150-02	Mileage Reimbursement	7,500.00	0.00	1,085.85	6,414.15	85.52
100-10-50150-04	Payroll Services	2,000.00	567.00	7,619.35	-5,619.35	-280.97
100-10-50150-06	Periodicals/Memberships	10,000.00	80.00	5,406.94	4,593.06	45.93
100-10-50150-08	Education/Training	30,000.00	4,158.76	23,513.16	6,486.84	21.62
100-10-50150-12	Travel	17,300.00	1,100.00	6,300.00	11,000.00	63.58
100-10-50150-14	JPC Members' Stipend	13,000.00	239.30	2,093.95	10,906.05	83.89
100-10-50150-15	Meeting Expenses	15,000.00	1,235.46	5,779.75	9,220.25	61.47
100-10-50150-16	Office Supplies	6,750.00	415.08	2,436.52	4,313.48	63.90
100-10-50150-18	Telephone & Internet Expense	6,000.00	1,237.95	6,587.96	-587.96	-9.80
100-10-50150-20	Mobile Phones	3,750.00	375.00	1,065.17	2,684.83	71.60
100-10-50150-24	Postage	160,000.00	0.00	101,907.31	58,092.69	36.31
100-10-50150-26	Liability Insurance - PERMA	3,500.00	0.00	971.93	2,528.07	72.23
100-10-50150-30	Printing - Outside	12,000.00	3,097.78	11,054.37	945.63	7.88
100-10-50150-32	Equipment Leases	57,000.00	20,195.02	29,610.93	27,389.07	48.05
100-10-50150-34	Equipment Maintenance	4,100.00	397.55	1,475.46	2,624.54	64.01
100-10-50150-35	Vehicle Fuel & Maintenance	13,000.00	0.00	209.22	12,790.78	98.39
100-10-50150-38	Production/Artwork	25,000.00	0.00	0.00	25,000.00	100.00
100-10-50150-39	Marketing/Branding	50,000.00	1,086.51	13,254.46	36,745.54	73.49
100-10-50150-40	Promotional Activities	27,000.00	2,927.99	17,751.03	9,248.97	34.26
100-10-50150-42	Bank Fees	6,000.00	490.00	2,940.00	3,060.00	51.00
100-10-50150-46	Office Custodial	66,100.00	6,048.09	36,844.82	29,255.18	44.26
100-10-50150-47	Office Rent	10,900.00	1,040.27	6,698.79	4,201.21	38.54
100-10-50150-48	Office Utilities	600.00	0.00	0.00	600.00	100.00
100-10-50150-50	Office Insurance	200,500.00	32,664.60	82,014.57	118,485.43	59.09
100-10-50200-02	General Legal Services	33,000.00	1,016.20	3,249.80	29,750.20	90.15
100-10-50200-04	Special Legal Services	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50200-10	Legal Property Surveys					

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-14	Annual Audit	35,000.00	-24,777.50	0.00	35,000.00	100.00
100-10-50200-20	D.C. and State Lobbyist	94,000.00	7,500.00	14,865.42	79,134.58	84.19
100-10-50200-22	Engineering Services	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50200-25	General Consulting Services	350,000.00	109,400.89	291,250.68	58,749.32	16.79
100-10-50200-40	Foreign Trade Zone	7,100.00	1,600.00	3,783.86	3,316.14	46.71
100-10-50300-02	Equipment Office Furniture	10,000.00	0.00	107.72	9,892.28	98.92
100-10-50300-04	Computer Hardware	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-06	Computer Software	20,000.00	0.00	79.99	19,920.01	99.60
100-20-51150-00	Property Insurance - PERMA	48,000.00	0.00	47,177.00	823.00	1.71
100-20-51200-00	Building Maintenance	40,000.00	35.00	7,589.26	32,410.74	81.03
100-20-51250-00	Grounds Maintenance	70,000.00	379.90	41,881.32	28,118.68	40.17
100-20-51255-00	Street & Lighting Maintenance	35,000.00	0.00	0.00	35,000.00	100.00
100-20-51300-00	Equipment Maintenance	2,300.00	-13,510.96	0.00	2,300.00	100.00
100-20-51335-00	Demolition Costs	500,000.00	0.00	0.00	500,000.00	100.00
100-20-51350-00	Utilities	25,750.00	59.33	322.70	25,427.30	98.75
100-20-51355-00	Fuel Costs	2,500.00	0.00	0.00	2,500.00	100.00
100-20-51360-00	Police Patrols	237,000.00	0.00	27,515.29	209,484.71	88.39
100-20-51365-00	Security	0.00	8,331.00	42,210.40	-42,210.40	0.00
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan Check/Inspection Fees	1,325,000.00	145,838.43	287,689.59	1,037,310.41	78.29
100-30-52220-00	Education Training	2,500.00	0.00	241.50	2,258.50	90.34
100-30-52250-00	Environmental Fees	45,000.00	0.00	34,045.00	10,955.00	24.34
100-30-52300-00	Printing Costs	10,000.00	0.00	0.00	10,000.00	100.00
100-30-52325-00	Planning Software	25,500.00	0.00	6,892.94	18,607.06	72.97
100-30-52350-00	Public Notices/Filings	3,000.00	0.00	0.00	3,000.00	100.00
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
	Expense Total	<b>4,907,534.00</b>	<b>412,666.98</b>	<b>1,748,169.48</b>	<b>3,159,364.52</b>	<b>64.3778</b>
	Grand Total	<b>4,907,534.00</b>	<b>412,666.98</b>	<b>1,748,169.48</b>	<b>3,159,364.52</b>	<b>0.6438</b>



**General Ledger**  
**Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
100	General Fund						
100-00-40100-00	LEASE REVENUE	-140,461.00	-12,217.05	-73,214.19	-67,246.81		52.12
100-00-40300-00	PLANNING FEES	-1,035,000.00	0.00	-1,317,242.13	282,242.13		127.27
100-00-40310-00	DDA Billable Planning Fee	0.00	124,705.63	124,705.63	-124,705.63		0.00
100-00-40400-00	BUILDING PERMIT FEES	-2,034,000.00	-8,062.96	-194,881.64	-1,839,118.36		9.58
100-00-40430-00	PUBLIC WORKS FEES	-500,000.00	0.00	-137,672.20	-362,327.80		27.53
100-00-40600-00	INTEREST INCOME	-168,000.00	-5,872.86	-469,854.57	301,854.57		279.68
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	-55,500.00	-15,500.00		78.17
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	0.00	-1,100.00		0.00
100-00-40715-00	FRANCHISE FEES & SALES TAX REV	-1,270,000.00	0.00	0.00	-1,270,000.00		0.00
100-00-40750-00	MISCELLANEOUS REVENUE	-1,000.00	0.00	-8,764.84	7,764.84		876.48
100-00-40799-00	GAINLOSS ON FV OF INVESTMENTS	0.00	-74,758.19	-178,391.55	178,391.55		0.00
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00		0.00
Revenue Total		<b>5,470,561.00</b>	<b>-23,794.57</b>	<b>2,310,815.49</b>	<b>3,159,745.51</b>		<b>42.2409</b>
Grand Total		<b>5,470,561.00</b>	<b>-23,794.57</b>	<b>2,310,815.49</b>	<b>3,159,745.51</b>		<b>0.4224</b>

**ASSETS**

Cash In Bank	\$ 2,667,737.64
Accounts Receivable	<u>27,178.67</u>
Total Assets	<u><u>\$ 2,694,916.31</u></u>

**LIABILITIES**

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

**FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	3,344,679.49 <sup>▼</sup>
Change in Fund Balance for the six months ending December 31, 2023	<u>(677,489.26)</u>
Ending Fund Balance, December 31, 2023	<u>2,667,190.23</u>
Total Liabilities and Fund Balance	<u><u>\$ 2,694,916.31</u></u>

**General Ledger**  
Expenses vs Budget

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Period 06 - 06  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLM D No. 1					
120-40-65005-00	Traffic Signals	30,000.00	187.68	11,054.28	18,945.72	63.15
120-40-65010-00	Signage	350.00	0.00	0.00	350.00	100.00
120-40-65015-00	Lighting	69,500.00	6,710.33	41,723.05	27,776.95	39.97
120-40-65020-00	Landscaping	838,500.00	42,749.06	451,047.19	387,452.81	46.21
120-40-65025-00	Drainage	125,000.00	0.00	0.00	125,000.00	100.00
120-40-65030-00	Street Sweeping	38,800.00	0.00	1,500.00	37,300.00	96.13
120-40-65035-00	Graffiti Removal	4,500.00	0.00	0.00	4,500.00	100.00
120-40-65118-05	Salaries and Wages	62,408.00	2,884.38	13,949.67	48,458.33	77.65
120-40-65118-10	Benefits	10,066.00	493.51	2,504.24	7,561.76	75.12
120-40-65118-15	PERS Contributions	6,161.00	358.87	1,924.98	4,236.02	68.76
120-40-65118-20	Medicare Tax	1,038.00	41.49	190.71	847.29	81.63
120-40-65118-30	Workers Compensation Ins.	4,447.00	0.00	0.00	4,447.00	100.00
120-40-65118-99	Unfunded Accrued Liab(UAL)	29,403.00	0.00	0.00	29,403.00	100.00
120-40-65120-00	Operations	6,460.00	5,481.83	8,231.22	-1,771.22	-27.42
120-40-65125-00	TransportationCommunication	8,500.00	405.03	3,224.49	5,275.51	62.06
120-40-65130-00	Liability Insurance - PERMA	14,400.00	0.00	11,710.81	2,689.19	18.67
120-40-65135-00	Assessment Engineer	9,000.00	0.00	9,000.00	0.00	0.00
120-40-65140-00	Professional Services	9,200.00	2,275.00	19,700.00	-10,500.00	-114.13
120-40-65145-00	Publication	200.00	0.00	0.00	200.00	100.00
120-40-65200-00	Contingency	14,500.00	0.00	0.00	14,500.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	400.00	164,922.47	-14,922.47	-9.95
120-40-65500-05	Tree Replacement	150,000.00	0.00	0.00	150,000.00	100.00
Expense Total		<b>1,582,433.00</b>	<b>61,987.18</b>	<b>740,683.11</b>	<b>841,749.89</b>	<b>53.1934</b>
Grand Total		<b>1,582,433.00</b>	<b>61,987.18</b>	<b>740,683.11</b>	<b>841,749.89</b>	<b>0.5319</b>

**General Ledger  
Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
120	Meridian LLMD No. 1						
120-00-40260-00	Assessments	-2,236,000.00	0.00	-63,193.85	-2,172,806.15		2.83
Revenue Total		<u>2,236,000.00</u>	<u>0.00</u>	<u>63,193.85</u>	<u>2,172,806.15</u>		<u>2,8262</u>
Grand Total		<u>2,236,000.00</u>	<u>0.00</u>	<u>63,193.85</u>	<u>2,172,806.15</u>		<u>0.0283</u>

**ASSETS**

Cash In Bank	\$ 160,795.23
Accounts Receivable	<u>7,652.59</u>
Total Assets	<u><u>\$ 168,447.82</u></u>

**LIABILITIES**

Payroll Liabilities	9,733.72
Unearned revenue	<u>7,305.24</u>
Total Liabilities	<u>17,038.96</u>

**FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	179,364.68
Change in Fund Balance for the six months ending December 31, 2023	<u>(27,955.82)</u>
Ending Fund Balance, December 31, 2023	<u>151,408.86</u>
Total Liabilities and Fund Balance	<u><u>\$ 168,447.82</u></u>

General Ledger  
Expenses vs Budget

User: le@marchjpa.com  
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Period 06 - 06  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	0.00	625.11	3,574.89	85.12
140-40-65015-00	Lighting	2,500.00	790.64	3,775.33	-1,275.33	-51.01
140-40-65020-00	Landscaping	4,500.00	-1,890.00	3,980.95	519.05	11.53
140-40-65025-00	Drainage	7,500.00	0.00	0.00	7,500.00	100.00
140-40-65030-00	Street Sweeping	6,000.00	0.00	0.00	6,000.00	100.00
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65040-00	Weed Abatement	0.00	5,640.00	5,640.00	-5,640.00	0.00
140-40-65118-05	Salaries and Wages	14,635.00	1,101.20	7,207.48	7,427.52	50.75
140-40-65118-10	Benefits	2,684.00	210.06	1,281.12	1,402.88	52.27
140-40-65118-15	PERS Contributions	2,057.00	176.02	1,122.82	934.18	45.41
140-40-65118-20	Medicare Tax	249.00	13.98	91.16	157.84	63.39
140-40-65118-30	Workers Compensation Ins.	2,678.00	0.00	0.00	2,678.00	100.00
140-40-65130-00	Liability Insurance - PERMA	5,000.00	0.00	3,253.00	1,747.00	34.94
140-40-65135-00	Assessment Engineer	3,000.00	0.00	5,000.00	-2,000.00	-66.67
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
Expense Total		<b>58,843.00</b>	<b>6,041.90</b>	<b>31,976.97</b>	<b>26,866.03</b>	<b>45.6571</b>
Grand Total		<b>58,843.00</b>	<b>6,041.90</b>	<b>31,976.97</b>	<b>26,866.03</b>	<b>0.4566</b>

**General Ledger  
Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



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

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
140	March Lifecare Campus CFD 2013	-74,061.00	0.00	-4,021.15	-70,039.85		5.43
140-00-40260-00	Taxes	<u>74,061.00</u>	<u>0.00</u>	<u>4,021.15</u>	<u>70,039.85</u>		<u>5.4295</u>
Revenue Total		<u>74,061.00</u>	<u>0.00</u>	<u>4,021.15</u>	<u>70,039.85</u>		<u>0.0543</u>
Grand Total							

**ASSETS**

Cash In Bank	\$ 2,481,342.93
Investment Account	2,196,138.18
Accounts Receivable	540.38
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	14,655.00
Deferred Outflows - Pension	167,046.24
Deferred Outflows - OPEB	32,792.00
Accumulated Depreciation	<u>(9,995,808.30)</u>
 Total Assets	 <u>\$ 11,970,508.26</u>

**LIABILITIES**

Accounts Payable	457.56
Security Deposits	182,691.60
Net Pension Liability	332,901.96
OPEB Liability	12,045.00
Compensated Absences	61,267.30
Deferred Inflows - Pension	21,560.48
Deferred Inflows - OPEB	<u>15,839.00</u>
 Total Liabilities	 <u>626,762.90</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	11,060,715.74
Change in Fund Balance for the six months ending December 31, 2023	<u>283,029.62</u>
 Ending Net Position, December 31, 2023	 <u>11,343,745.36</u>
 Total Liabilities and Net Position	 <u>\$ 11,970,508.26</u>



# General Ledger Expenses vs Budget



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
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Period 06 - 06  
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,932.00	17,093.03	106,804.34	101,127.66	48.63
300-10-50100-05	Salaries and Wages	36,888.00	2,809.91	16,964.10	19,923.90	54.01
300-10-50100-10	Benefits	17,197.00	1,423.05	8,958.03	8,238.97	47.91
300-10-50100-15	PERS Contributions	3,510.00	297.22	1,761.24	1,748.76	49.82
300-10-50100-20	Medicare Tax	15,142.00	0.00	0.00	15,142.00	100.00
300-10-50100-30	Workers Compensation Ins.	14,701.00	0.00	0.00	14,701.00	100.00
300-10-50100-99	Unfunded Accrued Liab(UAL)	2,500.00	1,144.10	1,144.10	1,355.90	54.24
300-10-50150-06	Periodicals/Memberships	500.00	0.00	0.00	500.00	100.00
300-10-50150-08	Education/Training	1,500.00	1,000.23	1,336.02	163.98	10.93
300-10-50150-16	Office Supplies	1,000.00	51.89	258.48	741.52	74.15
300-10-50150-18	Telephone Internet Service	1,300.00	233.46	466.70	833.30	64.10
300-10-50150-20	Mobile Phones/Pagers	100.00	0.00	0.00	100.00	100.00
300-10-50150-24	Postage	30,000.00	0.00	22,982.44	7,017.56	23.39
300-10-50150-26	Liability Insurance - PERMA	4,000.00	305.94	1,848.05	2,151.95	53.80
300-10-50150-42	Bank Fees	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-44	Tenant/Relations	8,000.00	854.18	4,703.82	3,296.18	41.20
300-10-50150-47	Office Rent	2,000.00	0.00	438.77	1,561.23	78.06
300-10-50150-48	Office Utilities	301,617.00	0.00	0.00	301,617.00	100.00
300-10-50150-50	Depreciation Expense	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	61.00	213.50	786.50	78.65
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00	157.63	1,071.67	6,928.33	86.60
300-10-50300-06	Computer Software	22,000.00	1,950.00	2,572.72	19,427.28	88.31
300-10-50300-10	Appliance Purchase	8,000.00	234.62	2,911.16	5,088.84	63.61
300-10-50300-15	Security Entrance Gates	100,000.00	0.00	0.00	100,000.00	100.00
300-10-50900-00	Transfer to Other Funds	153,000.00	0.00	152,398.00	602.00	0.39
300-20-51150-00	Property Insurance - PERMA	40,000.00	0.00	71,428.80	-31,428.80	-78.57
300-20-51160-00	Property Taxes	150,000.00	16,705.63	30,495.69	119,504.31	79.67
300-20-51200-00	Building Maintenance	250,000.00	14,756.14	98,946.73	151,053.27	60.42
300-20-51250-00	Grounds Maintenance	55,000.00	14,602.08	23,882.89	31,117.11	56.58
300-20-51300-00	Equipment Maintenance	425,000.00	66,401.21	230,409.28	194,590.72	45.79
300-20-51350-00	Utilities	2,500.00	0.00	0.00	2,500.00	100.00
300-20-51360-00	Bad Debt Expense	1,864,387.00	140,081.32	781,996.53	1,082,390.47	58.0561
41	Expense Total	1,864,387.00	140,081.32	781,996.53	1,082,390.47	58.0561
	Grand Total	1,864,387.00	140,081.32	781,996.53	1,082,390.47	0.5806

**General Ledger  
Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
300	Green Acres Enterprise Fund						
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-161,545.00	-966,871.50	-1,033,128.50		48.34
300-00-40225-00	UTILITY CHARGES	-60,000.00	-4,760.03	-28,512.32	-31,487.68		47.52
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	0.00	-573.61	-426.39		57.36
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-80.00	-280.00	-720.00		28.00
300-00-40600-00	INTEREST INCOME	-30,000.00	-765.11	-24,270.28	-5,729.72		80.90
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00		0.00
300-00-40750-00	MISCELLANEOUS	-400.00	-75.00	-200.00	-200.00		50.00
300-00-40799-00	GAINLOSS ON FV OF INVESTMENTS	0.00	-16,169.05	-44,318.44	44,318.44		0.00
Revenue Total		<b>2,092,520.00</b>	<b>183,394.19</b>	<b>1,065,026.15</b>	<b>1,027,493.85</b>		<b>50.8968</b>
Grand Total		<b>2,092,520.00</b>	<b>183,394.19</b>	<b>1,065,026.15</b>	<b>1,027,493.85</b>		<b>0.509</b>

**ASSETS**

Cash In Bank	\$ 268,288.75
	<hr/>
Total Assets	<u>\$ 268,288.75</u>

**LIABILITIES**

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

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	270,663.75
Change in Fund Balance for the six months ending December 31, 2023	<hr/> (2,375.00)
	<hr/>
Ending Net Position, December 31, 2023	<hr/> 268,288.75
	<hr/>
Total Liabilities and Net Position	<u>\$ 268,288.75</u>

**General Ledger**  
Expenses vs Budget

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Period 06 - 06  
Fiscal Year 2024



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.	27,000.00	0.00	2,375.00	24,625.00	91.20
301-20-51200-02	Roof Repairs	55,000.00	0.00	0.00	55,000.00	100.00
301-20-51200-03	Unit Improvements	82,000.00	0.00	2,375.00	79,625.00	97.1037
Expense Total		82,000.00	0.00	2,375.00	79,625.00	0.971
Grand Total						

**General Ledger  
Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



**March Joint Powers Authority**  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
301	Green Acres Repairs & Maint.	-100,000.00	0.00	0.00	-100,000.00	0.00
301-00-48025-00	5% Rental Income Set-Aside	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0</b>
Revenue Total		<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0</u>
Grand Total		_____	_____	_____	_____	_____

**ASSETS**

Cash In Bank	\$ 1,382,010.31
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u>\$ 1,397,060.56</u>

**LIABILITIES**

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

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	2,451,889.94
Change in Fund Balance for the six months ending December 31, 2023	<u>(1,554,829.38)</u>
Ending Net Position, December 31, 2023	<u>897,060.56</u>
Total Liabilities and Net Position	<u>\$ 1,397,060.56</u>

**General Ledger**  
Expenses vs Budget

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Period 06 - 06  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.	0.00	0.00	5,000.00	-5,000.00	0.00
740-70-50150-00	Administrative Costs	0.00	0.00	1,551,871.88	-1,551,871.88	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	41,278.00	41,278.00	-41,278.00	0.00
740-70-60625-00	Other Long Term Debt Principal	0.00	41,278.00	1,598,149.88	-1,598,149.88	0
Expense Total		0.00	41,278.00	1,598,149.88	-1,598,149.88	0
Grand Total		0.00	41,278.00	1,598,149.88	-1,598,149.88	0

**General Ledger**  
**Revenue vs Budget**

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 Period 06 - 06  
 Fiscal Year 2024



**March Joint Powers Authority**  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
740	SUCCESSOR AGENCY D.S.	0.00				
740-00-40600-00	Interest Income	0.00	0.00	-418.00	418.00	0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	-1,551,453.88	1,551,453.88	0.00
Revenue Total		<u>0.00</u>	<u>0.00</u>	<u>1,551,871.88</u>	<u>-1,551,871.88</u>	<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>1,551,871.88</u>	<u>-1,551,871.88</u>	<u>0</u>



**ASSETS**

Cash In Bank	\$ (44,839.24)
Deferred Charge on Refunding	6,591,876.33
Prepaid Bond Insurance	<u>222,567.50</u>
Total Assets	<u>\$ 6,769,604.59</u>

**LIABILITIES**

Loans Payable	81,180.24
Interest Payable	464,060.00
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,146,495.00
Due to Other Funds	<u>231,005.00</u>
Total Liabilities	<u>31,547,740.24</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	(24,731,857.65)
Change in Fund Balance for the six months ending December 31, 2023	<u>(46,278.00)</u>
Ending Net Position, December 31, 2023	<u>(24,778,135.65)</u>
Total Liabilities and Net Position	<u>\$ 6,769,604.59</u>

**General Ledger**  
Expenses vs Budget

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Period 06 - 06  
Fiscal Year 2024



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	0.00	3,375.50	-3,375.50	0.00
750-10-50200-25	Consulting Services	0.00	0.00	1,551,453.88	-1,551,453.88	0.00
750-10-50900-00	Transfer Out	0.00	0.00	1,554,829.38	-1,554,829.38	0
Expense Total		0.00	0.00	1,554,829.38	-1,554,829.38	0
Grand Total		0.00	0.00	1,554,829.38	-1,554,829.38	0

# March Joint Powers Authority

## Investment Quarterly Report

### General Fund

#### December 31, 2023

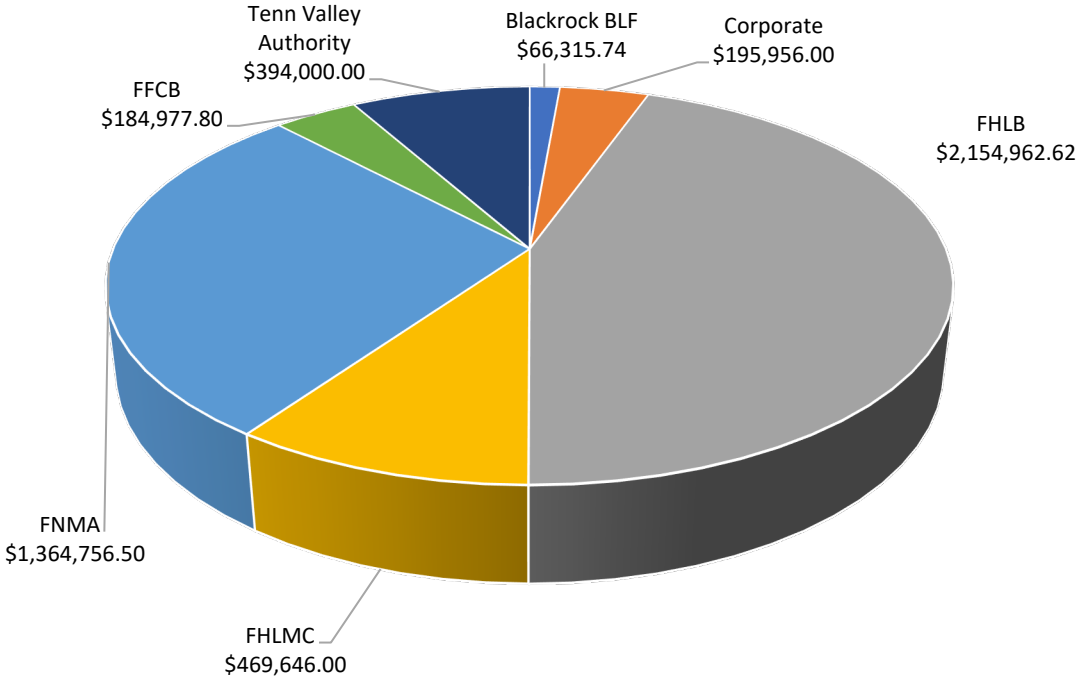
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 66,315.74	\$ 66,315.74
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 206,118.93	\$ 195,956.00
	Total Corporate					\$ 206,118.93	\$ 195,956.00
US Government Agency	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 69,444.44	\$ 65,852.77
	FEDERAL HOME LOAN BANK	0.680%	3130AJSY6	01/27/2022	7/15/2025	\$ 49,250.77	\$ 47,259.50
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 150,000.00	\$ 139,285.50
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	2/24/2026	\$ 100,000.00	\$ 92,473.00
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 100,000.00	\$ 92,718.00
	FEDERAL HOME LOAN BANK	0.400%	3130ALJ70	07/29/2021	3/12/2024	\$ 169,974.50	\$ 168,325.50
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 150,000.00	\$ 142,740.00
	FEDERAL HOME LOAN BANK	0.350%	3130ALTS3	03/30/2021	3/28/2024	\$ 150,000.00	\$ 148,257.00
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	05/26/2021	9/26/2024	\$ 49,689.94	\$ 48,365.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 100,000.00	\$ 92,559.00
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 201,256.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 45,742.00
	FEDERAL HOME LOAN BANK	0.700%	3134GVR26	06/25/2020	6/25/2025	\$ 258,514.28	\$ 260,557.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	01/30/2023	1/24/2025	\$ 185,000.00	\$ 184,613.35
	FEDERAL HOME LOAN BANK	5.700%	3130AXHH4	10/24/2023	10/24/2025	\$ 274,986.25	\$ 274,824.00
	FEDERAL HOME LOAN BANK	5.600%	3130AXG93	10/30/2023	10/30/2025	\$ 150,000.00	\$ 150,135.00
	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	01/10/2023	1/10/2024	\$ 185,000.00	\$ 184,977.80
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWVJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 96,616.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWVN3	09/30/2020	9/30/2025	\$ 200,000.00	\$ 187,132.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 199,990.00	\$ 185,898.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	11/17/2020	10/20/2025	\$ 299,925.00	\$ 279,708.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 150,000.00	\$ 143,703.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/30/2021	7/30/2025	\$ 274,928.50	\$ 259,396.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4J53	08/18/2020	8/18/2025	\$ 300,000.00	\$ 282,129.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5.150%	3135GAFU0	03/30/2023	3/28/2024	\$ 400,000.00	\$ 399,820.00
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 409,298.08	\$ 394,000.00
	Total US Government Agency					\$ 4,745,836.76	\$ 4,568,342.92
Total Fixed Income						\$ 4,951,955.69	\$ 4,764,298.92
Total Assets						\$ 5,018,271.43	\$ 4,830,614.66

#### Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
General Fund  
December 31, 2023**



**March Joint Powers Authority  
Investment Quarterly Report  
Pension Reserve Fund  
December 31, 2023**

<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 410,948.26	\$ 410,948.26
Fixed Income							
US Government Agency	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 2,400,000.00	\$ 2,399,712.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 2,540,000.00	\$ 2,534,691.40
	FEDERAL HOME LOAN BANK	5.600%	3130AXG93	10/30/2023	10/30/2025	\$ 4,000,000.00	\$ 4,003,600.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/26/2023	1/26/2026	\$ 2,540,000.00	\$ 2,533,624.60
	Total US Government Agency					\$ 11,480,000.00	\$ 11,471,628.00
Total Fixed Income						\$ 11,480,000.00	\$ 11,471,628.00
Total Assets						\$ 11,890,948.26	\$ 11,882,576.26

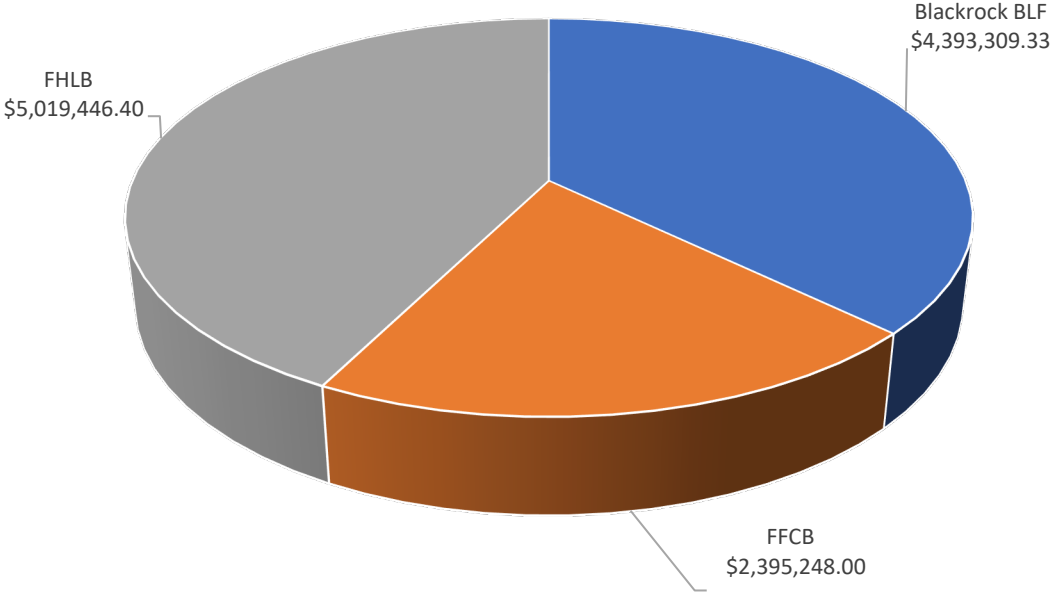
Investment Policy Assertions

- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

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Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Pension Reserve Fund  
December 31, 2023**



**March Joint Powers Authority  
Investment Quarterly Report  
Meridian Drainage Fund  
December 31, 2023**

<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 88,149.17	\$ 88,149.17
Fixed Income							
US Government Agency	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 550,000.00	\$ 549,934.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 1,270,000.00	\$ 1,266,812.30
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/30/2023	1/24/2025	\$ 550,000.00	\$ 548,850.50
	Total US Government Agency					\$ 2,370,000.00	\$ 2,365,596.80
Total Fixed Income						\$ 2,370,000.00	\$ 2,365,596.80
Total Assets						\$ 2,458,149.17	\$ 2,453,745.97

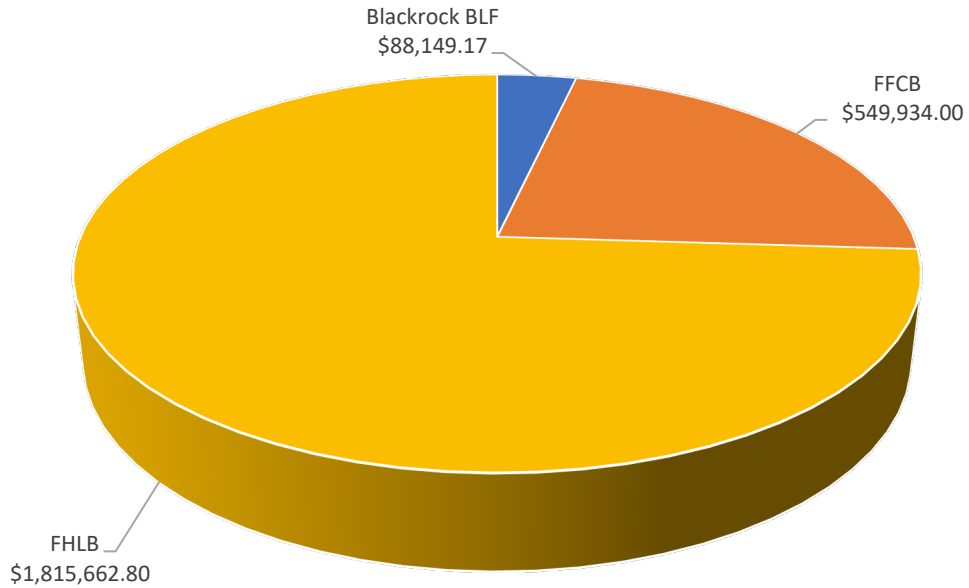
Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

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Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Meridian Drainage Fund  
December 31, 2023**





# March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund December 31, 2023

<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 75,683.21	\$ 75,683.21
Fixed Income							
	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 440,000.00	\$ 439,947.20
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/30/2023	1/24/2025	\$ 750,000.00	\$ 748,432.50
	FEDERAL HOME LOAN BANK	5.650%	3130AVCL4	3/27/2023	3/27/2025	\$ 550,000.00	\$ 549,054.00
	Total US Government Agency					\$ 1,740,000.00	\$ 1,737,433.70
Total Fixed Income						\$ 1,740,000.00	\$ 1,737,433.70
Total Assets						\$ 1,815,683.21	\$ 1,813,116.91

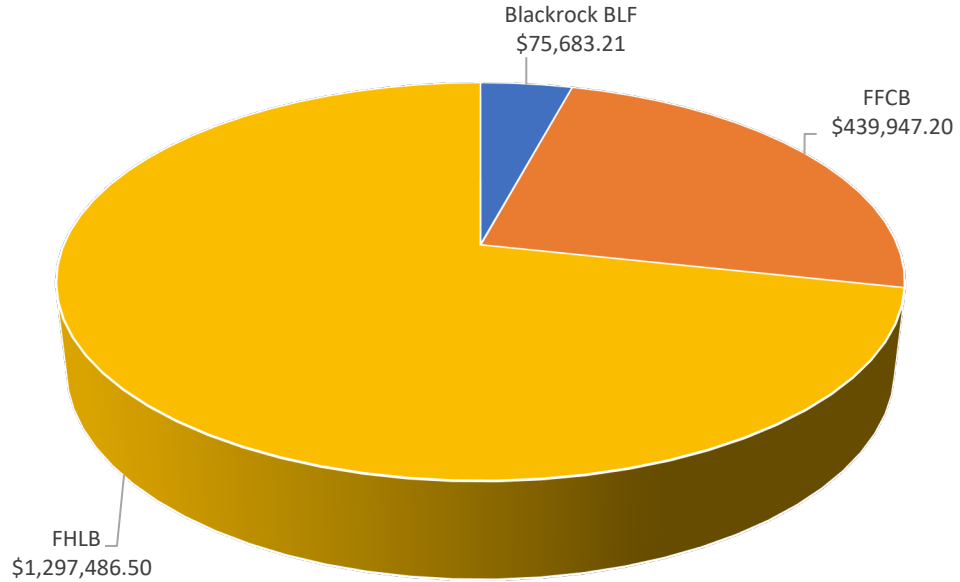
## Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

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Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Fire Facilities Fund  
December 31, 2023**



**March Joint Powers Authority  
Investment Quarterly Report  
Green Acres Fund  
December 31, 2023**

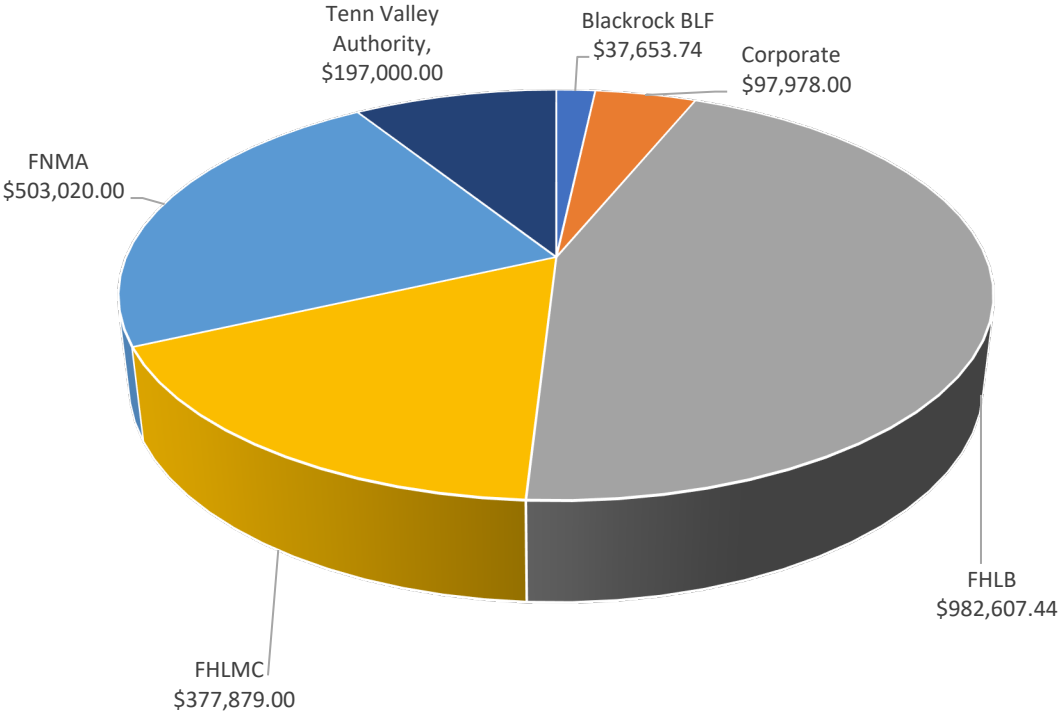
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 37,653.74	\$ 37,653.74
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 103,059.47	\$ 97,978.00
	Total Corporate					\$ 103,059.47	\$ 97,978.00
US Government Agency	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	01/10/2023	1/10/2024	\$ 50,000.00	\$ 49,994.00
	FEDERAL HOME LOAN BANK	0.400%	3130ALJ70	07/29/2021	3/12/2024	\$ 49,992.50	\$ 49,507.50
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	01/26/2022	9/26/2024	\$ 49,504.46	\$ 48,365.00
	FEDERAL HOME LOAN BANK	0.680%	3130AJSY6	01/27/2022	7/15/2025	\$ 49,250.77	\$ 47,259.50
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	01/30/2023	1/24/2025	\$ 160,000.00	\$ 159,665.60
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 50,000.00	\$ 46,428.50
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	2/24/2026	\$ 50,000.00	\$ 46,236.50
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 50,000.00	\$ 46,359.00
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 50,000.00	\$ 47,580.00
	FEDERAL HOME LOAN BANK	0.350%	3130ALTS3	03/30/2021	3/28/2024	\$ 50,000.00	\$ 49,419.00
	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 34,722.22	\$ 32,926.39
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 149,887.50	\$ 137,220.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 55,000.00	\$ 50,907.45
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 45,742.00
	FEDERAL HOME LOAN BANK	5.700%	3130AXHH4	10/24/2023	10/24/2025	\$ 75,000.00	\$ 74,952.00
	FEDERAL HOME LOAN BANK	5.600%	3130AXG93	10/30/2023	10/30/2025	\$ 50,000.00	\$ 50,045.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.700%	3134GVR26	06/25/2023	6/25/2025	\$ 92,100.12	\$ 94,748.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWVJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 96,616.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWVN3	09/30/2020	9/30/2025	\$ 100,000.00	\$ 93,566.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 99,995.00	\$ 92,949.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/31/2020	7/30/2025	\$ 124,967.50	\$ 117,907.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	10/20/2020	10/20/2025	\$ 99,975.00	\$ 93,236.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5.150%	3135GAFU0	03/30/2023	3/28/2024	\$ 150,000.00	\$ 149,932.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4J53	08/18/2020	8/18/2025	\$ 100,000.00	\$ 94,043.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 50,000.00	\$ 47,901.00
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 204,649.04	\$ 197,000.00
	Total US Government Agency					\$ 2,145,044.11	\$ 2,060,506.44
Total Fixed Income						\$ 2,248,103.58	\$ 2,158,484.44
Total Assets						\$ 2,285,757.32	\$ 2,196,138.18

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin  
Executive Director/Treasurer


**March Joint Powers Authority  
Green Acres Fund  
December 31, 2023**



March JPA (Consolidated 6 Accounts) as of December 31, 2023

Category	List of Categories for California Government Code Compliant Investments	Comment
MJPA Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest.	
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO.	
Federal Agencies	Federal Agencies or U.S. Government -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	<i>Complies</i>
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 30% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least \$500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 30% maximum; Issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US.	<i>Complies</i>
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >\$500 million and experience >5 years; 20% maximum in money market mutual funds.	<i>Complies</i>
Trust Indentures	Funds held under the terms of a Trust Indenture or other contract/agreement may be invested according to its provisions. No CitizensTrust holdings.	
Collateralized Bank Deposits	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations. No CitizensTrust holdings.	
Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% maximum.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

 Represents investments currently in March JPA portfolios and in compliance.

 Represents investments currently in March JPA portfolios and not in compliance.

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

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

**Meeting Date:** March 13, 2024

**Action:** **APPROVE DECEMBER 2023 AND JANUARY 2024 DISBURSEMENTS**

**Motion:** Move to approve the check disbursements for the month of December 2023 and January 2024 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the month of December 2023 and January 2024 for the March JPA, Green Acres, Meridian Lighting, Landscaping and Maintenance District (LLMD) No. 1, Community Facility District (CFD), and the Successor Agency (former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed in December 2023 and January 2024 for the March JPA, Green Acres, LLMD, CFD, and the Successor Agency.

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
 Printed: 3/4/2024 7:18 PM



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

### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017446	BESTBE	Best Best & Krieger, LLP	12/07/2023	35,984.20
1017447	Seyfarth	Seyfarth Shaw LLP	12/07/2023	6,055.50
1017448	SPARKLET	Sparkletts	12/07/2023	215.32
1017449	VERIZ2	Verizon Wireless	12/07/2023	541.77
1017450	CANONB	Canon Solutions America, Inc.	12/07/2023	700.34
1017451	AyalaA	Amelia Ayala	12/07/2023	11,257.50
1017452	CityMVD	City Of Moreno Valley	12/07/2023	3.36
1017453	PatrolSe	Patrol Security and Guard	12/07/2023	4,165.50
1017454	RobertHa	Robert Half	12/07/2023	949.92
1017455	CanonF	Canon Financial Services, Inc.	12/07/2023	3,077.79
1017456	JanPro	Commerical Cleaning Solutions, Inc.	12/07/2023	490.00
1017457	StateCA	State of California	12/07/2023	100.00
1017458	TheShred	The Shredders	12/07/2023	28.00
1017459	MGS	M.G.S.	12/13/2023	7.00
1017460	PHILLIPS	Phillips 66-CO./SYNCB	12/13/2023	76.00
1017461	Raceway2	Raceway Ford	12/13/2023	321.55
1017462	CityMVD	City Of Moreno Valley	12/13/2023	55.97
1017463	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/13/2023	28,987.50
1017464	PatrolSe	Patrol Security and Guard	12/13/2023	4,165.50
1017465	RobertHa	Robert Half	12/13/2023	474.96
1017466	DirectTV	DIRECTV	12/14/2023	107.99
1017467	StaplesA	Staples Business Credit	12/14/2023	894.44
1017468	TROPHIES	Kristy Ailport	12/14/2023	21.75
1017469	SABOREE	Saboree Catering & Events	12/14/2023	250.00
1017470	WMWD	Western Municipal Water District	12/14/2023	6,833.37
1017471	BESTBE	Best Best & Krieger, LLP	12/18/2023	13,968.85
1017472	ESA	ESA	12/18/2023	9,295.00
1017473	Gold	GLS US	12/18/2023	367.24
1017474	VRPA	VRPA Technologies, Inc.	12/18/2023	3,731.67
1017475	WILLDANS	Willdan	12/18/2023	98,592.26
1017476	Rivers	Rivers & Lands Conservancy	12/18/2023	55.00
1017477	RIVTLMA	TLMA Administration- County Of Riverside	12/18/2023	19,016.91
1017478	BankofAm	Bank Of America	12/19/2023	8,027.51
1017479	FRONTIER	Frontier Communications	12/19/2023	100.68
1017480	VERIZ2	Verizon Wireless	12/19/2023	551.18
1017481	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/19/2023	38,371.00
1017482	RobertHa	Robert Half	12/19/2023	633.28
1017483	WASTEM	WM Corporate Services, Inc.	12/19/2023	379.90
3396	SDRMA	SDRMA	12/06/2023	642.60
3397	STCOMPFD	State Compensation Ins. Fund	12/06/2023	2,408.50
3398	LINCOLN	The Lincoln National Life Insurance Co.	12/06/2023	929.91
3399	SDRMA	SDRMA	12/14/2023	639.29
ACH	HARTFORD	THE HARTFORD	12/06/2023	608.32
ACH	CalPERS	CalPERS	12/06/2023	8,520.15
ACH	ConderJr	Charles Conder Jr.	12/07/2023	500.00
ACH	Delgado	Edward Delgado	12/07/2023	500.00
ACH	VargasM	Michael Vargas	12/07/2023	100.00
ACH	BASharaf	BA Sharaf, LLC	12/07/2023	225.00
ACH	TRILAK	TRI Lake Consultants Inc.	12/07/2023	2,450.00
ACH	BASharaf	BA Sharaf, LLC	12/13/2023	15,665.39

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
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March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
[www.marchjpa.com](http://www.marchjpa.com)

### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	HMConsul	Habib Motlagh	12/13/2023	5,000.00
ACH	Computer	California Computer Options, Inc.	12/13/2023	399.11
ACH	CJLake	CJ Lake, LLC	12/14/2023	7,500.00
ACH	Computer	California Computer Options, Inc.	12/14/2023	1,339.78
ACH	DPETER1	David Peterson Abatement Services,LLC	12/14/2023	4,620.00
ACH	Computer	California Computer Options, Inc.	12/14/2023	78.82
ACH	CalPERS	CalPERS	12/14/2023	14,215.08
ACH	Computer	California Computer Options, Inc.	12/14/2023	157.63
ACH	AlbertA	Albert A. Webb Associates	12/18/2023	4,505.00
ACH	TRILAK	TRI Lake Consultants Inc.	12/18/2023	4,060.00
ACH	Computer	California Computer Options, Inc.	12/19/2023	3,533.34
ACH	DTS	Daley Technology Systems	12/19/2023	1,425.00
ACH	Computer	California Computer Options, Inc.	12/19/2023	19.65
ACH	Computer	California Computer Options, Inc.	12/19/2023	39.30
ACH	Computer	California Computer Options, Inc.	12/19/2023	94.65
Report Total (65 Checks):				\$ 379,032.23



# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
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### Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003699	MGS	M.G.S.	12/7/2023	25,798.70
2003700	VERIZ2	Verizon Wireless	12/7/2023	61.45
2003701	RIVTLMA	TLMA Administration- County Of Riverside	12/7/2023	187.68
2003702	SCE4	Southern California Edison	12/7/2023	9,114.71
2003703	WMWD2	Western Municipal Water District	12/7/2023	362.54
2003704	PHILLIPS	Phillips 66-CO./SYNCB	12/14/2023	379.08
2003705	WMWD	Western Municipal Water District	12/14/2023	427.09
2003706	HOMEDE	Home Depot Credit Services	12/14/2023	178.82
2003707	BRIGHT	BrightView Landscape Services, Inc.	12/14/2023	1,916.00
2003708	WMWD2	Western Municipal Water District	12/14/2023	4,853.02
2003709	FRONTIER	Frontier Communications	12/19/2023	6.30
2003710	VERIZ2	Verizon Wireless	12/19/2023	61.45
2003711	SCE4	Southern California Edison	12/19/2023	6,710.33
2003712	BRIGHT	BrightView Landscape Services, Inc.	12/19/2023	5,378.29
Report Total (14 Checks):				\$ 55,435.46

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
[www.marchjpa.com](http://www.marchjpa.com)

### March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000120	SCE4	Southern California Edison	12/14/2023	643.89
4000121	SCE4	Southern California Edison	12/19/2023	<u>146.75</u>
Report Total (2 Checks):				<u><u>\$ 790.64</u></u>

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
 Printed: 3/4/2024 7:18 PM



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

### Green Acres - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009399	HDFacil	HD Supply Facilities Maintenance, Ltd.	12/7/2023	264.76
3009400	Montg	Montgomery Plumbing	12/7/2023	2,880.00
3009401	VERIZ2	Verizon Wireless	12/7/2023	116.73
3009402	WestCoas	West Coast Arborists, Inc	12/7/2023	846.00
3009403	CAAPAS	California Apartment Association	12/7/2023	1,144.10
3009404	WMWD	Western Municipal Water District	12/7/2023	41,375.21
3009405	MARCHUT	March Joint Powers Utility Authority	12/7/2023	24,155.36
3009406	ALPINE	Robert Vernieri	12/7/2023	13,846.03
3009407	ABILITY	Ability Counts, Inc.	12/14/2023	13,500.00
3009408	Montg	Montgomery Plumbing	12/14/2023	3,095.00
3009409	PHILLIPS	Phillips 66-CO./SYNCB	12/14/2023	96.05
3009410	StaplesA	Staples Business Credit	12/14/2023	105.23
3009411	WMWD	Western Municipal Water District	12/14/2023	854.18
3009412	HOMEDE	Home Depot Credit Services	12/14/2023	248.37
3009413	ALPINE	Robert Vernieri	12/14/2023	660.00
3009414	Automate	Automated Gate Services, Inc.	12/19/2023	120.00
3009415	FRONTIER	Frontier Communications	12/19/2023	12.59
3009416	Montg	Montgomery Plumbing	12/19/2023	12,167.50
3009417	PromasLa	The PROMAS Landlord Software Center	12/19/2023	895.00
3009418	VERIZ2	Verizon Wireless	12/19/2023	116.73
3009419	CAAPAS	California Apartment Association	12/19/2023	61.00
3009420	Aqua	Aqua Backflow & Chlorination, Inc..	12/19/2023	410.14
3009421	SCE4	Southern California Edison	12/19/2023	985.26
Report Total (23 Checks):				<u>\$ 117,955.24</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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### Successor Agency RORF Fund – Fund 750

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1209	MarchHea	March 1	12/19/2023	<u>41,278.00</u>
Report Total (1 check):				<u>\$ 41,278.00</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017446	BESTBE	Best Best & Krieger, LLP	12/07/2023	35,984.20
1017447	Seyfarth	Seyfarth Shaw LLP	12/07/2023	6,055.50
1017448	SPARKLET	Sparkletts	12/07/2023	215.32
1017449	VERIZ2	Verizon Wireless	12/07/2023	541.77
1017450	CANONB	Canon Solutions America, Inc.	12/07/2023	700.34
1017451	AyalaA	Amelia Ayala	12/07/2023	11,257.50
1017452	CityMVD	City Of Moreno Valley	12/07/2023	3.36
1017453	PatrolSe	Patrol Security and Guard	12/07/2023	4,165.50
1017454	RobertHa	Robert Half	12/07/2023	949.92
1017455	CanonF	Canon Financial Services, Inc.	12/07/2023	3,077.79
1017456	JanPro	Commerical Cleaning Solutions, Inc.	12/07/2023	490.00
1017457	StateCA	State of California	12/07/2023	100.00
1017458	TheShred	The Shredders	12/07/2023	28.00
1017459	MGS	M.G.S.	12/13/2023	7.00
1017460	PHILLIPS	Phillips 66-CO./SYNCB	12/13/2023	76.00
1017461	Raceway2	Raceway Ford	12/13/2023	321.55
1017462	CityMVD	City Of Moreno Valley	12/13/2023	55.97
1017463	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/13/2023	28,987.50
1017464	PatrolSe	Patrol Security and Guard	12/13/2023	4,165.50
1017465	RobertHa	Robert Half	12/13/2023	474.96
1017466	DirectTV	DIRECTV	12/14/2023	107.99
1017467	StaplesA	Staples Business Credit	12/14/2023	894.44
1017468	TROPHIES	Kristy Ailport	12/14/2023	21.75
1017469	SABOREE	Saboree Catering & Events	12/14/2023	250.00
1017470	WMWD	Western Municipal Water District	12/14/2023	6,833.37
1017471	BESTBE	Best Best & Krieger, LLP	12/18/2023	13,968.85
1017472	ESA	ESA	12/18/2023	9,295.00
1017473	Gold	GLS US	12/18/2023	367.24
1017474	VRPA	VRPA Technologies, Inc.	12/18/2023	3,731.67
1017475	WILLDANS	Willdan	12/18/2023	98,592.26
1017476	Rivers	Rivers & Lands Conservancy	12/18/2023	55.00
1017477	RIVTLMA	TLMA Administration- County Of Riverside	12/18/2023	19,016.91
1017478	BankofAm	Bank Of America	12/19/2023	8,027.51
1017479	FRONTIER	Frontier Communications	12/19/2023	100.68
1017480	VERIZ2	Verizon Wireless	12/19/2023	551.18
1017481	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/19/2023	38,371.00
1017482	RobertHa	Robert Half	12/19/2023	633.28
1017483	WASTEM	WM Corporate Services, Inc.	12/19/2023	379.90
3396	SDRMA	SDRMA	12/06/2023	642.60
3397	STCOMPFD	State Compensation Ins. Fund	12/06/2023	2,408.50
3398	LINCOLN	The Lincoln National Life Insurance Co.	12/06/2023	929.91
3399	SDRMA	SDRMA	12/14/2023	639.29
ACH	HARTFORD	THE HARTFORD	12/06/2023	608.32
ACH	CalPERS	CalPERS	12/06/2023	8,520.15
ACH	ConderJr	Charles Conder Jr.	12/07/2023	500.00
ACH	Delgado	Edward Delgado	12/07/2023	500.00
ACH	VargasM	Michael Vargas	12/07/2023	100.00
ACH	BASharaf	BA Sharaf, LLC	12/07/2023	225.00
ACH	TRILAK	TRI Lake Consultants Inc.	12/07/2023	2,450.00
ACH	BASharaf	BA Sharaf, LLC	12/13/2023	15,665.39

# Accounts Payable

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### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	HMConsul	Habib Motlagh	12/13/2023	5,000.00
ACH	Computer	California Computer Options, Inc.	12/13/2023	399.11
ACH	CJLake	CJ Lake, LLC	12/14/2023	7,500.00
ACH	Computer	California Computer Options, Inc.	12/14/2023	1,339.78
ACH	DPETER1	David Peterson Abatement Services,LLC	12/14/2023	4,620.00
ACH	Computer	California Computer Options, Inc.	12/14/2023	78.82
ACH	CalPERS	CalPERS	12/14/2023	14,215.08
ACH	Computer	California Computer Options, Inc.	12/14/2023	157.63
ACH	AlbertA	Albert A. Webb Associates	12/18/2023	4,505.00
ACH	TRILAK	TRI Lake Consultants Inc.	12/18/2023	4,060.00
ACH	Computer	California Computer Options, Inc.	12/19/2023	3,533.34
ACH	DTS	Daley Technology Systems	12/19/2023	1,425.00
ACH	Computer	California Computer Options, Inc.	12/19/2023	19.65
ACH	Computer	California Computer Options, Inc.	12/19/2023	39.30
ACH	Computer	California Computer Options, Inc.	12/19/2023	94.65

Report Total (65 Checks):

\$ 379,032.23

# Accounts Payable

## Checks by Date - Summary by Check Number

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### Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003713	BHE	BH Electric, Ind.	1/9/2024	8,497.02
2003714	SouthCou	South County Pest Control, Inc.	1/9/2024	188.00
2003715	RIVTLMA	TLMA Administration- County Of Riverside	1/9/2024	412.09
2003716	SCE4	Southern California Edison	1/9/2024	9,368.09
2003717	WMWD2	Western Municipal Water District	1/9/2024	964.85
2003718	PHILLIPS	Phillips 66-CO./SYNCB	1/11/2024	412.87
2003719	SCE4	Southern California Edison	1/11/2024	6,701.01
2003720	WMWD	Western Municipal Water District	1/11/2024	427.09
2003722	BRIGHT	BrightView Landscape Services, Inc.	1/11/2024	115,428.00
2003723	FRONTIER	Frontier Communications	1/18/2024	6.22
2003724	Aqua	Aqua Backflow & Chlorination, Inc..	1/18/2024	392.07
2003725	SCE4	Southern California Edison	1/18/2024	492.98
2003726	WMWD	Western Municipal Water District	1/18/2024	31,732.18
2003727	BRIGHT	BrightView Landscape Services, Inc.	1/18/2024	5,719.83
Report Total (14 Checks):				\$ 180,742.30

# Accounts Payable

## Checks by Date - Summary by Check Number

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### March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000122	SouthCou	South County Pest Control, Inc.	01/09/2024	194.00
4000123	SCE4	Southern California Edison	01/11/2024	784.23
4000124	BRIGHT	BrightView Landscape Services, Inc.	01/11/2024	2,500.00
4000125	WMWD	Western Municipal Water District	01/18/2024	145.00
Report Total (4 Checks):				<u>\$ 3,623.23</u>



# Accounts Payable

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### Green Acres - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009422	SouthCou	South County Pest Control, Inc.	1/9/2024	120.00
3009423	WMWD	Western Municipal Water District	1/9/2024	26,029.50
3009424	ABILITY	Ability Counts, Inc.	1/11/2024	13,500.00
3009425	Montg	Montgomery Plumbing	1/11/2024	875.00
3009426	StaplesA	Staples Business Credit	1/11/2024	205.29
3009427	SouthCou	South County Pest Control, Inc.	1/11/2024	118.00
3009428	SCE4	Southern California Edison	1/11/2024	110.54
3009429	WMWD	Western Municipal Water District	1/11/2024	854.18
3009430	ALPINE	Robert Vernieri	1/11/2024	1,835.00
3009431	Buds	Bud's Moreno Valley Tire Pros	1/18/2024	880.70
3009432	FRONTIER	Frontier Communications	1/18/2024	12.44
3009433	HDFacil	HD Supply Facilities Maintenance, Ltd.	1/18/2024	767.72
3009434	Montg	Montgomery Plumbing	1/18/2024	3,610.00
3009435	PHILLIPS	Phillips 66-CO./SYNCB	1/18/2024	101.00
3009436	SouthCou	South County Pest Control, Inc.	1/18/2024	59.00
3009437	SCE4	Southern California Edison	1/18/2024	831.68
3009438	HOMEDE	Home Depot Credit Services	1/18/2024	653.86
3009439	ALPINE	Robert Vernieri	1/18/2024	1,210.00
3009440	BankofAm	Bank Of America	1/23/2024	1,173.77
Report Total (19 Checks):				\$ 52,947.68

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

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

**Meeting Date:** March 13, 2024

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TEAM SWEEP FOR STREET SWEEPING AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a Professional Services Agreement with Team Sweep for street sweeping and authorize the Chief Executive Officer to execute the Agreement.

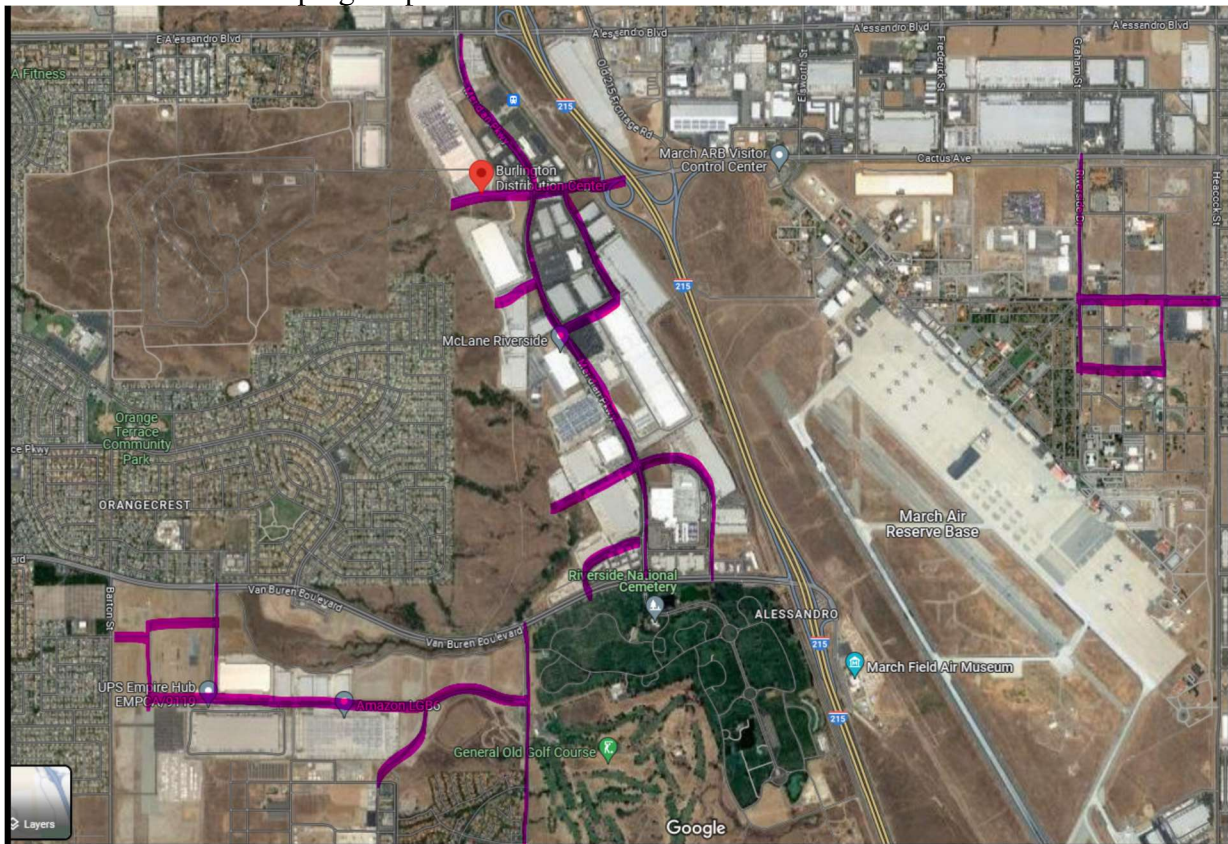
**Background:**

In January of 2024, March JPA staff solicited services in search of a street sweeping vendor for the West March planning area and the Northeast Corner. The scope of work included: a) weekly sweeping of streets as highlighted within the following Exhibit A; and b) disposal of waste materials. Table 1 provides the list of companies that responded. Of the vendors that submitted proposals, Team Sweep was identified as the most responsive bidder. As such, staff recommends approval of a Professional Services Agreement with Team Sweep for weekly street cleaning services for a period of twelve (12) months at a not to exceed rate of One Thousand Five Hundred and Forty Dollars per week (\$1,540/wk.), or Eighty Thousand and Eighty Dollars per year (\$80,080/yr.).

Table 1. List of vendors

VENDOR	QUOTE
Super Sweepers, Inc.	\$1,375 per service (Incomplete submittal)
RichCo Street Sweeping	\$1,500 per week (Incomplete submittal)
<b>Team Sweep</b>	<b>\$1,540 per week (Complete submittal)</b>

Exhibit A. Street Sweeping Map



**Attachment:**

- 1) Team Sweep Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY**  
**MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **13<sup>th</sup>** day of **March, 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 Western Commercial Landscaping and Sweeping LLC DBA Team Sweep, a California Limited Liability Company with its principal place of business at 226 North Sherman Avenue, Suite B, Corona, CA 92882 ("Contractor"). Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing sweeping and cleaning services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

Authority desires to engage Contractor to render such services for the March JPA Planning Area project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor 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 sweeping and cleaning 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 **March 13, 2024** to **March 12, 2025**, unless earlier terminated as provided herein. Contractor 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 Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Authority shall respond to Contractor's submittals in a timely manner. Upon request of Authority, Contractor 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 Contractor shall be subject to the approval of Authority.

3.2.4 Authority's Representative. The Authority hereby designates Dr. Grace Martin, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Juan Campos, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or 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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors

shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be provided separately in writing to the Contractor.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of

documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Authority or its representatives for inspection and copy at any time during normal business hours. The Authority shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Authority to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor 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.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

3.2.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its

subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

#### 3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Authority's regulations regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Authority to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Authority, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Authority will provide Contractor with a list of training programs that meet the requirements of this paragraph.

#### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance



for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000 MINIMUM; and \$2,000,000 aggregate.** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000 MINIMUM** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000 MINIMUM;** per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may suspend or terminate this Agreement.

(D) Additional Insured. The Authority, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials,

parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Authority, before the Authority's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own

right of recovery against Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. Contractor shall guarantee that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. If requested by Contractor, the Authority may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Authority shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Authority.

3.2.11.8 Verification of Coverage. Contractor shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements must be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the Authority, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers

with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Eighty thousand eighty dollars and no cents (\$80,080.00)**. 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. Contractor shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, 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 Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

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

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of

Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 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 General Provisions.**

3.5.1 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:

**Contractor:**

Mailing Address:

Western Commercial Landscaping and Sweeping LLC  
DBA Team Sweep  
387 Magnolia Avenue, Suite 103-529  
Corona, CA 92879  
Attn: Juan Campos, Operations Manager

**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.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against Authority or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by Authority or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Authority and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

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

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

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

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Authority include its 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.

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

3.5.10 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.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.14 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.

3.5.15 Authority to Enter Agreement. Contractor 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.

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

3.5.17 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. This Agreement may only be modified by a writing signed by both parties.

3.5.18 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.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Certification Form is attached hereto as Exhibit "B" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Authority.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE MARCH JOINT POWERS AUTHORITY  
AND TEAM SWEEP**

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

**MARCH JOINT POWERS AUTHORITY**

**WESTERN COMMERCIAL LANDSCAPING  
AND SWEEPING LLC DBA TEAM SWEEP**

APPROVED BY:

\_\_\_\_\_  
Grace I. Martin, DPPD,  
Chief Executive Officer

By: \_\_\_\_\_  
Juan Campos  
Operations Manager

ATTESTED BY:

\_\_\_\_\_  
Cindy Camargo  
Authority Clerk

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
DIR Registration Number

APPROVED AS TO FORM:

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

JPC: 03.13.24-8.5

**EXHIBIT A**

**SCOPE OF SERVICES / SCHEDULE OF SERVICES / COMPENSATION**



## Sweeping Service Proposal

As a leading sweeping company in Southern California since 2015, we excel when it comes to providing services to our clients. Each of our drivers are experienced and knowledgeable with different types of sweeping projects. Our fleet is well maintained and includes various types of technology that allows us to provide quality service on any sweeping need. We have a full time mechanic that services our equipment and inspects it daily to make sure that we are in top shape to service your location.

With our services, you can keep in compliance with AQMD and the local water storm district. Our fleet is also certified by the strict California Air Resources Board (CARB) for clean fleet management.

Thank you for the opportunity to provide you with sweeping services.

Sincerely,

Western Commercial Landscaping and Sweeping LLC  
DBA Team Sweep



Jan 25, 2024

Nicolaus Gonzalez  
March JPA  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

Subject: Sweeping Proposal

Good Afternoon Nicolaus,

Thank you for the opportunity to provide a sweeping proposal. Per our review of the premises, Team Sweep is pleased to offer the following proposal for your review and approval.

**Our Company:**

Team Sweep is a full service street and parking lot maintenance company providing power sweeping and industrial vacuum services. We have been providing quality service in the Inland Empire, Los Angeles County, Orange County and San Diego County.

**Scope of Work:**

Power sweeping of all streets, driveways and median curb per highlighted map attached to the proposal.

**Service Locations:**

North campus West of the 215 between Alessandro and Van Buren.  
South campus South of Van Buren from Village west Dr to Barton St.  
Third area South of Cactus Ave Riverside Dr, Meyer Dr, Nst, 6<sup>th</sup> st to Heacock st



**Service Level:**

All streets to be swept utilizing a truck mounted regenerative air sweeper with dual gutter brooms, water system and safety lighting.

**Work Schedule:** Weekly.

**Waste Disposal:** Waste to be disposed of in a dumpster on site if made available, If not it will be disposed of at off site location.

All sweeper operators and support staff are Team Sweep employees. We do not subcontract to third parties. You will always be serviced by our employees and our owned equipment.

**Billing and Payment:**

Standard terms are net 30 days. Billing is processed on the first Wednesday of every month.

**Obstruction:**

Sweeping equipment will clean all areas within the scope of the work map as accessible to the sweeper. Team sweep will make every effort to sweep areas that are occupied by vehicles as the area becomes available.

**Insurance:**

Team Sweep maintains complete General Liability, Workers Comp and Commercial Vehicle Insurance.

Certificates of insurance to be provided upon request.



**Length of Agreement: Open**

Either Party can cancel the agreement with a 30 day notice.

**Service Rate Description & Frequency**

**Weekly Sweeping Service: \$1,540.00**

**52 Services per year: \$80,080.00**

\*Travel is included in the Estimate.

\*Prevailing wage

We look forward to working with you. Please let me know if you have any questions or concerns. We would love to earn your business.

Respectfully,

Team Sweep

Juan Campos  
Operations Manager  
951-642-2720

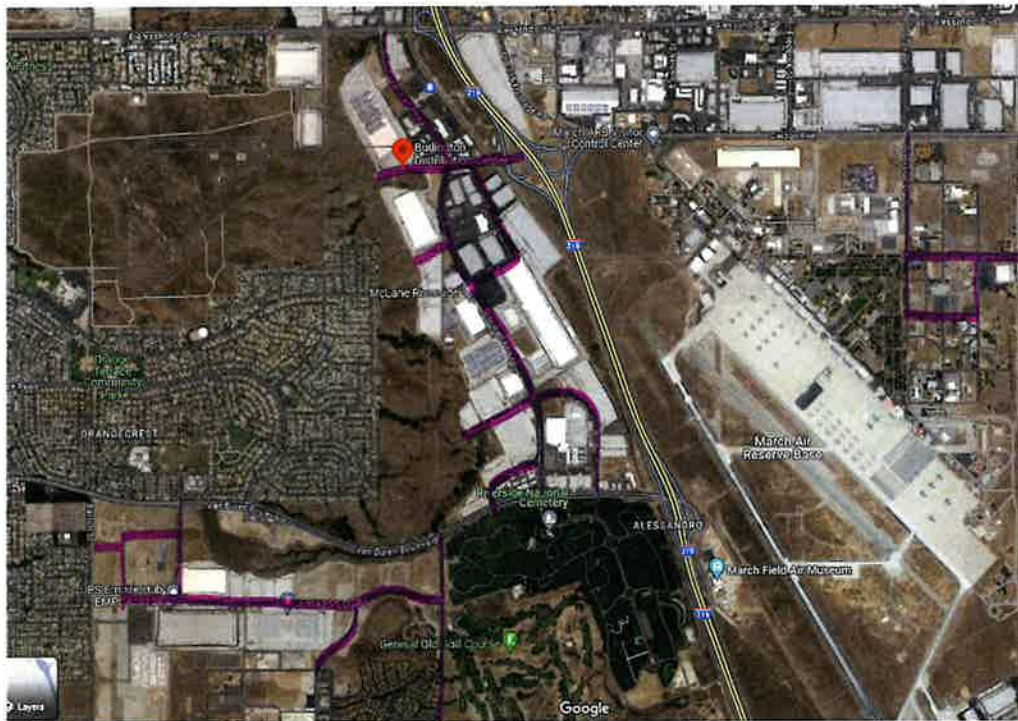
Accepted by: \_\_\_\_\_

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

Date: \_\_\_\_\_ PO # \_\_\_\_\_







**EXHIBIT B**

**FLEET COMPLIANCE CERTIFICATION**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Juan Campos, Operations Manager

Signature: \_\_\_\_\_

Name: Western Commercial Landscaping and Sweeping LLC DBA Team Sweep

Title: Juan Campos, Operations Manager

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

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

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

**Meeting Date:** March 13, 2024

**Action:** **ADOPT RESOLUTION JPA 24-03 OF THE MARCH JOINT POWERS AUTHORITY, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) AND APPROVE THE CHAIR, CHIEF EXECUTIVE OFFICER, AND ACCOUNTING MANAGER/CONTROLLER AS AUTHORIZED SIGNERS ON THE AUTHORITY’S LAIF ACCOUNT**

**Proposed Motion:** Move to adopt Resolution JPA 24-03 of the March Joint Powers Authority, authorizing investment of monies in the Local Agency Investment Fund (LAIF) and approve the Chair, Chief Executive Officer, and Accounting Manager/Controller as authorized signers on the Authority’s LAIF account.

**Background:**

At its February 14, 2024 meeting, the Commission authorized the Authority to establish an investment account with the California Local Agency Investment Fund (LAIF). The State of California’s Local Agency Investment Fund (LAIF) requires a resolution identifying March Joint Powers Authority’s Official positions authorized signers to order the deposit or withdrawal of monies held by the State’s LAIF. As such, staff recommends adoption of Resolution JPA 24-03 consistent with the State’s Local Agency Investment Fund (LAIF) requirement for new accounts.

There is no fiscal impact as part of this action.

**Attachment:** 1) Resolution JPA 24-03 LAIF Resolution

## RESOLUTION JPA 24-03

### A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the March Joint Powers Commission hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the March Joint Powers Authority (the "Authority").

**NOW THEREFORE, BE IT RESOLVED**, that the March Joint Powers Commission hereby authorizes the deposit and withdrawal of the Authority's monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:

**SECTION 1.** The following Authority's officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Chair – Edward Delgado, or successor  
Chief Executive Director – Grace Martin, or successor  
Accounting Manager/Controller –Thao Le, or successor

**SECTION 2.** This resolution shall remain in full force and effect until rescinded by March Joint Powers Commission by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of March, 2024.

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Edward A. Delgado, Chair  
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution JPA 24-03 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on March 13<sup>th</sup>, 2024.

Ayes:

Noes:

Abstain:

Absent:

Date: March 13<sup>th</sup>, 2024

---

Cindy Camargo, Clerk  
March Joint Powers Commission

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

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

**Meeting Date:** March 13, 2024

**Action:** **AUTHORIZE THE MARCH JOINT POWERS COMMISSION CHAIR AND CHIEF EXECUTIVE OFFICER TO TRAVEL AND ATTEND THE 2024 ICSC LAS VEGAS CONFERENCE**

**Motion:** Move to authorize the March Joint Powers Commission Chair and Chief Executive Officer to travel and attend the 2024 ICSC Las Vegas Conference.

**Background:**

The International Council of Shopping Centers (ICSC) is a member organization that promotes marketplaces and spaces where residents shop, dine, work, and play. ICSC provides the largest gathering events where retail and commercial businesses meet municipalities interested in progressive retail and commercial spaces within their communities. ICSC events have long been used by municipalities to interact with, and attract, restaurants and entertainment-based industries into their communities. In line with the March JPA’s economic development-based mission, MJPA staff and development team have successfully attracted restaurants and commercial users to the Meridian Business Park through marketing efforts at the ICSC.

As we have approximately thirty (30) acres of available commercial properties within the entitled West March area, staff recommends authorization of travel and attendance by the March JPC Chair Ed Delgado and Chief Executive Officer at the 2024 Las Vegas Conference on May 19<sup>th</sup> through May 21<sup>st</sup>.

**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:** March 13, 2024

**Report:** **RECEIVE AND FILE MILITARY COMPATIBILITY  
USE STUDY BRIEFING BY SIMON HOUSMAN,  
PROJECT DIRECTOR**

**Motion:** Receive and file an update for Military Compatibility Use Study (MCUS) from Simon Housman, Project Director.

**Background:**

The March Air Reserve Base Compatible Use Study (MCUS) was a collaborative planning effort sponsored by Riverside County with participation from March Air Reserve Base (ARB), the Cities of Moreno Valley, Perris and Riverside as well as the March Joint Powers Authority and the Riverside County Airport Land Use Commission. It involved local and regional stakeholders, state and federal agencies, and the public. The study addressed 29 compatibility, resiliency, resource, and social factors impacting March ARB and local jurisdictions.

**Attachment:** None



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

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

**Meeting Date:** March 13, 2024

**Report:** **TECHNICAL ADVISORY COMMITTEE MEETING**

**Motion:** Receive and file the monthly Technical Advisory Committee - Regular Meeting report for March 4, 2024.  
February 5, 2024 TAC Meeting Cancelled

**Background:**

The Technical Advisory Committee (TAC) is comprised of city managers, or designated representatives, from the Cities of Perris, Moreno Valley and Riverside, as well as a representative from the County Administrative Office. Representing Congressman Mark Takano's office as TAC Chair is Tisa Rodriguez.

The TAC's role is to focus on major development issues facing the March JPA. The Commission also appointed the TAC members as the ad-hoc to work with staff on the JPA sunseting process.

On March 4<sup>th</sup>, the TAC held its regular meeting and received updates that included, but were not limited to, the following items: 1) Airport Updates; 2) 5-Year traffic review for West March; 3) a possible FAA Grant partnership between MIPAA and County of Riverside; and 3) March Joint Powers Commission rolling calendar.

The March JPA Commission will receive a meeting summary from TAC Chair Tisa Rodriguez.

**Attachment:** None

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

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

**Meeting Date:** March 13, 2024

**Action:** **DISCUSS A NORTHEAST CORNER GAS LINE PROJECT BY THE SOCAL GAS COMPANY AND PROVIDE DIRECTION ON FUNDING TERMS FOR GAS LINE UPDATES**

**Motion:** Discuss a Northeast Corner Gas Line Project by the SoCal Gas Company and provide direction on funding terms for gas line updates

**Applicant:** March Joint Powers Authority

**Background:**

In November of 2021, the March Joint Powers Authority submitted a Letter of Intent to the SoCal Gas Company identifying its March Joint Powers Utility Authority's (MJPUA) intent to dissolve and cease its natural gas services within the Northeast Corner Planning Area.

The MJPUA was formed on July 9<sup>th</sup>, 2002, under a Joint Exercise of Powers Agreement between the City of Moreno Valley, City of Perris and City of Riverside for the joint purpose of creating a JPA to provide utilities service to the property formerly known as March Air Force Base. With a \$38,500 loan from March JPA, the MJPUA acquired, owned and maintained former military transmission facilities for natural gas and electrical power.

Since its formation, the MJPUA has provided natural gas services to one-hundred and eleven (111) homes within the March JPA's Green Acres development; U.S. Vets Housing campus; Crossword Christian Church; a State CalFire headquarters campus; Moreno Valley's March Field Park; and six (6) federal islands that include the Army Reserve Center, Cal National Guard, USMC, Armed Forces Radio & Television, Commissary, and the Base Exchange.

While the replacement of existing utilities was anticipated under the March LifeCare Campus Development, delays in the master project have resulted in staff considering other alternatives to update the natural gas system due to various system failures throughout the Northeast Corner planning area. In January of 2024, the SoCal Gas Company completed its assessment of natural gas services within the JPA's Northeast Corner. The following findings were reported:

- 1) Immediate gas line updates are needed within the Green Acres housing community;
- 2) New backbone infrastructure, including new meters, are required in order to serve Green Acres and existing federal islands; and

- 3) New backbone infrastructure would accommodate the future development of the Northeast Corner planning area.

Initial planning efforts suggest that gas line updates, as illustrated on Exhibit A below, could cost approximately \$2 million. Based on SoCal Gas Company recommendations, JPA staff recommends the following budget allocations toward gas line updates within the Northeast corner.

- 1) March JPA General Fund: \$1 Million
- 2) Green Acres Funds: \$1 Million

Exhibit A: New SoCal Gas infrastructure alignment



It should be noted that any money expended by March JPA in furtherance of the March LifeCare Campus area is credited against the \$20.5 Million note owed to the developer for infrastructure pursuant to Article 8. Section 8.01 of the Disposition and Development Agreement. Staff recommends a Commission discussion on the proposed Northeast Corner Gas Line Project by the SoCal Gas Company and provide direction on funding terms for gas line updates.

**Attachment:** None.

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

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

**Meeting Date:** March 13, 2024

**Action:** **ADOPT RESOLUTION JPA 24-02 A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

**Motion:** Move to adopt Resolution JPA 24-02 a resolution of the March Joint Powers Authority amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24

**Background:**

At the August 24, 2022, JPC meeting the Commission adopted a two-year budget for the March Joint Powers Authority which included budgets for the following funds: West March Lighting, Landscaping and Maintenance District No. 1 (LLMD); Northeast Corner Community Facilities District (CFD); and Green Acres. On February 12, 2024, the Finance Subcommittee convened to review proposed budget adjustments and the following fund summaries highlight key changes based on revenue changes, costs and activities associated with current budget commitments.

**GENERAL FUND:**

FY23/24: -\$2,927,550

- Revenue: Decreased by \$2,329,500 due to i) discontinued passthrough franchise fees, sales tax and transient occupancy taxes from the County; and ii) reduced building permit activities.
- Expenses: Increased by \$598,050 due to i) increased operation expenses related to public safety; and ii) consulting services related to the JPA's sunseting transition in June of 2025.
  - Administration department: increased by \$357,350.
  - Facilities management department: increased by \$240,700.
- **Projected Net Revenue is -\$2,364,523.**
- **The Estimated Ending Cash Balance is \$9,777,630.**

## LANDSCAPING, LIGHTING AND MAINTENANCE DISTRICT (LLMD) NO. 1:

FY23/24: -\$876,767

- Revenue: Increased by \$20,000 to reflect updated assessments.
  - Expenses: Increased by \$896,767 to reflect increased capital improvement costs.
    - Improvement expenses: increased by \$174,700.
    - Incidental expenses: increased by \$107,067.
    - Capital improvements: increased by \$615,000.
  - **Projected Net Revenue is -\$223,200.**
  - **The Estimated Ending Cash Balance is \$3,065,461.**
- 

## COMMUNITY FACILITIES DISTRICT (CFD):

FY23/24: -\$52,210

- Revenue: Decreased by \$20,000 to reflect a change in the County's appropriation.
  - Expenses: Increased by \$32,210 to reflect increased maintenance costs.
    - Improvement expenses: increased by \$35,300.
    - Incidental expenses: decreased by \$3,090.
  - **Projected Net Revenue is -\$36,992.**
  - **The Estimated Ending Cash Balance is \$123,896.**
- 

## GREEN ACRES ENTERPRISE FUND:

FY23/24: -\$661,800

- Revenue: Increased by \$5,200.
- Expenses: Increased by \$667,000 to reflect increased utility costs and capital improvement expenditures.
  - Administration department: increased by \$62,000.
  - Facilities Management department: increased by \$205,000.
  - Capital improvement expenses: increased by \$400,000.
- **Projected Net Revenue is -\$433,667.**
- **The Estimated Ending Cash Balance is \$3,834,250.**

## OBJECTIVES AND STRATEGIC ALIGNMENT

In 2021 the March Joint Powers Commission directed staff to prepare a Sunset plan for the March JPA that would relinquish land use duties under the Authority and refocus the March JPA's mission to operating the March Inland Port airport. This sunset plan for the JPA's land use authority, also known as the 14<sup>th</sup> Amendment to the March Joint Powers Agreement ("14<sup>th</sup> Amendment"), was adopted by the JPA's four member agencies in March of 2023. Concurrent with the 14<sup>th</sup> Amendment adoption was the approval of a Tax and Revenue Sharing Agreement (Revenue Sharing Agreement) between the four member agencies that would allow all entities to share in land sales revenue and taxes generated within the March JPA Planning area. These

Agreements not only marked major milestones for the Authority, it triggered key changes within its financial makeup.

**BUDGET CHANGES AND OPERATIONAL IMPACTS**

Budget modifications for fiscal year 2022/23 and fiscal year 2023/24 include: a) updating categories to reflect latest organizational functions to include the loss of pass-through revenues and land sales revenues in 2023; and b) expanding capital improvement projects for ongoing maintenance needs on March JPA properties. The proposed amendments to the budget reflect the best estimates that can be generated by staff at this time.

Staff recommends adoption of Resolution JPA 24-02, a resolution of the March Joint Powers Authority, amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24.

**Attachment:** 1) Resolution JPA 24-02

## RESOLUTION JPA 24-02

### A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24

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

**WHEREAS**, the Authority manages activities that create revenues that can be obligated to address the planning and reuse activities within former March Air Force Base properties; and

**WHEREAS**, the Commission of the March Joint Powers Authority (Commission) also applies for and receives grant funds from additional Federal and State sources; and

**WHEREAS**, the Authority provides funds in the form of loans to support the operations of the March Inland Port Airport Authority (MIPAA) and the March Joint Powers Utilities Authority (Agency); and

**WHEREAS**, a two-year budget for the Authority was approved on August 24, 2022.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the March Joint Powers Commission at its regular session assembled on March 13, 2024, that in all matters provided for in the Joint Powers Agreement creating the March Joint Powers Authority, that a two-year annual budget in the amount of \$20,415,366 for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$5,505,584 for the time period from July 1, 2023 through June 30, 2024 attached hereto as Exhibit "A," is hereby adopted by the March Joint Powers Commission; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Annual Budget for the Landscaping and Lighting Maintenance District #1 in the amount of \$1,737,120, for the time period July 1, 2022 through June 30, 2023 and in the amount of \$2,419,200 for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "B" is also adopted as part of the Annual Budget; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Annual Budget for the Community Facilities District in the amount of \$64,164, for the time period July 1, 2022 through June 30, 2023 and in the amount of \$91,053 for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "C" is also adopted as part of the Annual Budget; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the two-year annual budget of the March Joint Powers Authority/Green Acres Enterprise in the amount of \$1,898,417 for designated repairs for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$2,531,387 for designated repairs for the time period from July 1, 2023 through June 30, 2024; attached hereto as Exhibit "D" is also adopted as a part of the Annual Budget; and

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

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of March, 2024.

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Edward A. Delgado, Chair  
March Joint Powers Authority Commission



ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution JPA 24-02 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on March 13, 2024.

Ayes:

Noes:

Abstain:

Absent:

Date: March 13, 2024

---

Cindy Camargo, Clerk  
March Joint Powers Commission

**EXHIBIT 'A'**

**March Joint Powers Authority FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS AUTHORITY**  
**Fiscal Year 2023/24 Budget**  
**Estimated Ending Cash Balances by Fund**

Description	Adjusted Available Cash Balance 6/30/2023	Actual Net Change in Revenues and Expenditures* July - December 2023	Adjusted Available Cash Balance at 12/31/2023	Net Change in Revenues and Expenditures Based on Approved Budget Jan - June 2024	Estimated Ending Cash Balance at 6/30/24 Based on Approved Budget	FY23/24 Proposed Budget Adjustment	Estimated Ending Cash Balance at 6/30/24 Based on Proposed Budget
JPA - General Fund	\$ 12,141,153	\$ 264,099	\$ 12,405,252	\$ 298,928	\$ 12,704,180	\$ (2,927,550)	\$ 9,776,630
LLMD	\$ 3,288,661	\$ (515,976)	\$ 2,772,685	\$ 1,169,543	\$ 3,942,228	\$ (876,767)	\$ 3,065,461
CFD	\$ 160,888	\$ (28,024)	\$ 132,864	\$ 43,242	\$ 176,106	\$ (52,210)	\$ 123,896
Green Acres	\$ 4,267,917	\$ 239,414	\$ 4,507,331	\$ (11,281)	\$ 4,496,050	\$ (661,800)	\$ 3,834,250
Green Acres Maintenance	\$ 265,839	\$ (2,375)	\$ 263,464	\$ 20,375	\$ 283,839	\$ -	\$ 283,839
MIPAA	\$ 8,977,634	\$ 1,209,767	\$ 10,187,401	\$ (412,749)	\$ 9,774,652	\$ (1,504,087)	\$ 8,270,565
Loans Payable to JPA	\$ (4,360,263)	\$ -	\$ (4,360,263)	\$ -	\$ (4,360,263)	\$ -	\$ (4,360,263)
MPJUA	\$ 78,343	\$ 20,639	\$ 98,982	\$ (13,139)	\$ 85,843	\$ 21,000	\$ 106,843
Estimated Cash / Change in Cash	<u>\$ 24,820,172</u>	<u>\$ 1,187,544</u>	<u>\$ 26,007,716</u>	<u>\$ 1,094,919</u>	<u>\$ 27,102,635</u>	<u>\$ (6,001,414)</u>	<u>\$ 21,101,221</u>

\* Unaudited

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustments	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>100</b>				<b>GENERAL FUND</b>						
		<b>REVENUE</b>								
	00	40100	00	LEASE REVENUE	196,748	-	196,748	140,461		140,461
	00	40300	00	PLANNING FEES	1,035,000	-	1,035,000	1,035,000	-	1,035,000
	00	40400	00	BUILDING PERMIT FEES	2,034,000	-	2,034,000	2,034,000	(1,234,000)	800,000
	00	40430	00	PUBLIC WORKS FEES	500,000	-	500,000	500,000	(100,000)	400,000
	00	40600	00	INTEREST INCOME	168,000	-	168,000	168,000	265,500	433,500
	00	40655	00	FOREIGN TRADE ZONE	71,000	-	71,000	71,000	-	71,000
	00	40675	00	TRAINING & FILMING FEES	1,100	-	1,100	1,100	-	1,100
	00	40715	00	FRANCHISE FEES, SALES TAX & TOT	1,270,000	-	1,270,000	1,270,000	(1,270,000)	-
	00	40750	00	MISCELLANEOUS	1,000	-	1,000	1,000	9,000	10,000
	00	40800	00	SUCCESSOR AGENCY FEES	250,000	-	250,000	250,000	-	250,000
				<b>TOTAL REVENUE</b>	<b>5,526,848</b>	<b>-</b>	<b>5,526,848</b>	<b>5,470,561</b>	<b>(2,329,500)</b>	<b>3,141,061</b>
		<b>EXPENSES</b>								
				<b>ADMINISTRATION DEPT</b>						
		<b>Personnel</b>								
	10	50100	05	Salaries and Wages	925,673	(115,000)	810,673	847,890	-	847,890
	10	50100	10	Benefits	115,297	12,758	128,055	117,926	15,000	132,926
	10	50100	15	PERS Contributions	95,961	6,500	102,461	103,131	7,500	110,631
	10	50100	20	Medicare Tax	12,983	-	12,983	13,855	-	13,855
	10	50100	25	Unemployment	2,000	-	2,000	2,000	-	2,000
	10	50100	30	Workers Compensation Ins.	12,086	7,500	19,586	12,770	7,500	20,270
	10	50100	32	Temporary Employee	10,000	(10,000)	-	10,000	10,000	20,000
	10	50100	35	Employee Recruitment	1,000	-	1,000	1,000	-	1,000
	10	50100	99	Unfunded Accrued Liability (AUL)	96,792	-	96,792	111,312	-	111,312
		<b>Total Personnel</b>			<b>1,271,792</b>	<b>(98,242)</b>	<b>1,173,550</b>	<b>1,219,884</b>	<b>40,000</b>	<b>1,259,884</b>

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustments	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>100</b>				<b>GENERAL FUND</b>						
		<b>Operating Cost</b>								
	10	50150	02	Mileage Reimbursement	1,000	-	1,000	1,000	-	1,000
	10	50150	04	Payroll Services	7,500	-	7,500	7,500	-	7,500
	10	50150	06	Periodicals/Memberships	2,000	3,500	5,500	2,000	13,000	15,000
	10	50150	08	Education/Training	10,000	2,500	12,500	10,000	2,500	12,500
	10	50150	12	Travel	30,000	6,169	36,169	30,000	40,000	70,000
	10	50150	14	JPC Members' Stipend	17,300	-	17,300	17,300	-	17,300
	10	50150	15	Meeting Expenses	13,000	-	13,000	13,000	-	13,000
	10	50150	16	Office Supplies	15,000	-	15,000	15,000	-	15,000
	10	50150	18	Telephone & Internet Expense	6,500	650	7,150	6,750	650	7,400
	10	50150	20	Mobile Phones	6,000	3,100	9,100	6,000	6,000	12,000
	10	50150	24	Postage	3,750	-	3,750	3,750	-	3,750
	10	50150	26	Liability Insurance - PERMA	145,180	-	145,180	160,000	-	160,000
	10	50150	30	Printing - Outside	3,500	-	3,500	3,500	-	3,500
	10	50150	32	Equipment Leases	12,000	-	12,000	12,000	23,000	35,000
	10	50150	34	Equipment Maintenance	57,000	23,000	80,000	57,000	23,000	80,000
	10	50150	35	Vehicle Maintenance & Fuel	4,100	-	4,100	4,100	-	4,100
	10	50150	38	Production/Artwork	13,000	-	13,000	13,000	-	13,000
	10	50150	39	Marketing / Branding	25,000	-	25,000	25,000	-	25,000
	10	50150	40	Promotional Activities	50,000	-	50,000	50,000	-	50,000
	10	50150	42	Bank Fees / Investment Fees	27,000	10,000	37,000	27,000	10,000	37,000
	10	50150	46	Office Custodial	6,000	1,000	7,000	6,000	1,000	7,000
	10	50150	47	Office Rent	65,500	5,900	71,400	66,100	5,900	72,000
	10	50150	48	Office Utilities	10,700	2,100	12,800	10,900	2,500	13,400
	10	50150	50	Office Building Insurance	600	-	600	600	(600)	-
		<b>Total Operating Costs</b>			<b>531,630</b>	<b>57,919</b>	<b>589,549</b>	<b>547,500</b>	<b>126,950</b>	<b>674,450</b>

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustments	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>100</b>				<b>GENERAL FUND</b>						
				<b>Professional Services</b>						
	10	50200	02	General Legal Services (88%)	189,400	-	189,400	200,500	(500)	200,000
	10	50200	04	Special Legal Services	31,500	12,000	43,500	33,000	12,000	45,000
	10	50200	10	Legal Property Surveys	1,000	118,000	119,000	1,000	9,000	10,000
	10	50200	14	Annual Audit	35,000	3,000	38,000	35,000	5,000	40,000
	10	50200	20	Lobbyist	94,000	29,000	123,000	94,000	36,000	130,000
	10	50200	22	Engineering Services	2,000	31	2,031	2,000	(2,000)	-
	10	50200	25	Consulting Services	350,000	250,000	600,000	350,000	105,000	455,000
	10	50200	40	Foreign Trade Zone	7,100	100	7,200	7,100	900	8,000
				<b>Total Professional Services</b>	<b>710,000</b>	<b>412,131</b>	<b>1,122,131</b>	<b>722,600</b>	<b>165,400</b>	<b>888,000</b>
				<b>Capital Expenses - Office</b>						
	10	50300	02	Equipment/Furniture	10,000	500	10,500	10,000	25,000	35,000
	10	50300	04	Computer Hardware	10,000	-	10,000	10,000	-	10,000
	10	50300	06	Computer Software	20,000	-	20,000	20,000	-	20,000
				<b>Total Capital Expenses - Office</b>	<b>40,000</b>	<b>500</b>	<b>40,500</b>	<b>40,000</b>	<b>25,000</b>	<b>65,000</b>
				<b>ADMINISTRATION DEPT TOTAL</b>	<b>2,553,422</b>	<b>372,308</b>	<b>2,925,730</b>	<b>2,529,984</b>	<b>357,350</b>	<b>2,887,334</b>

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustments	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>100</b>				<b>GENERAL FUND</b>						
				<b>FACILITIES MGMT DEPT</b>						
	20	51150	00	Property Insurance - PERMA	15,586	-	15,586	48,000	-	48,000
	20	51200	00	Building Maintenance	40,000	12,000	52,000	40,000	25,000	65,000
	20	51250	00	Grounds Maintenance	70,000	-	70,000	70,000	30,000	100,000
	20	51255	00	Street & Lighting Maintenance	35,000	-	35,000	35,000	-	35,000
	20	51300	00	Equipment Maintenance	2,300	2,000	4,300	2,300	(2,300)	-
	20	51325	00	Equipment Purchases	-	-	-	-	60,000	60,000
	20	51350	00	Utilities	25,750	-	25,750	25,750	(5,000)	20,750
	20	51355	00	Fuel Costs	2,000	-	2,000	2,500	-	2,500
	20	51360	00	Police Patrols	225,000	16,000	241,000	237,000	13,000	250,000
	20	51365	00	Security	-	12,000	12,000	-	120,000	120,000
	20	51335	00	Demolition Costs	-	-	-	500,000	-	500,000
	20	51400	00	Bad Debt Expense	3,500	-	3,500	3,500	-	3,500
				<b>TOTAL FACILITIES MGMT DEPT</b>	<b>419,136</b>	<b>42,000</b>	<b>461,136</b>	<b>964,050</b>	<b>240,700</b>	<b>1,204,750</b>
				<b>PLANNING DEPT</b>						
	30	52200	00	Plan Check/Inspection Fees	1,440,000	-	1,440,000	1,325,000	-	1,325,000
	30	52220	00	Education/Training/Periodicals/Membership	2,500	-	2,500	2,500	-	2,500
	30	52250	00	Environmental Fees	45,000	-	45,000	45,000	-	45,000
	30	52300	00	Printing Costs	10,000	-	10,000	10,000	-	10,000
	30	52325	00	Planning Software	25,500	-	25,500	25,500	-	25,500
	30	52350	00	Public Notices/Filings	3,000	-	3,000	3,000	-	3,000
	30	52400	00	Environmental Review	2,500	-	2,500	2,500	-	2,500
				<b>TOTAL PLANNING DEPT</b>	<b>1,528,500</b>	<b>-</b>	<b>1,528,500</b>	<b>1,413,500</b>	<b>-</b>	<b>1,413,500</b>

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustments	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
100				<b>GENERAL FUND</b>						
				<b>OTHER FINANCING SOURCES</b>						
	00	40650	00	PROCEEDS/SALE OF FIXED ASSET	-	15,500,000	15,500,000	-	-	-
	00	40799	00	GAIN/LOSS ON FV OF INVESTMENTS	-	-	-	-	-	-
				<b>TOTAL OTHER FINANCING SOURCES</b>	-	15,500,000	15,500,000	-	-	-
				<b>OTHER FINANCING USES</b>						
	10	50150	90	Transfer of sale proceeds to other agencies	-	15,500,000	15,500,000	-	-	-
				<b>TOTAL OTHER FINANCING USES</b>	-	15,500,000	15,500,000	-	-	-
				<b>Total Revenues</b>	5,526,848	15,500,000	21,026,848	5,470,561	(2,329,500)	3,141,061
				<b>Total Expenses</b>	4,501,058	15,914,308	20,415,366	4,907,534	598,050	5,505,584
				<b>Projected Net Revenue</b>	1,025,790	(414,308)	611,482	563,027	(2,927,550)	(2,364,523)
				<b>FUND BALANCE:</b>						
				<b>Fund Balance, Unassigned - Beginning</b>	27,661,815		27,661,815	28,730,207		28,730,207
				<b>Projected Net Revenue</b>	1,025,790	-	611,482	563,027	-	(2,364,523)
				<b>PROJECTED ENDING FUND BALANCE, UNASSIGNED</b>	\$ 28,687,605		\$ 28,273,297	\$ 29,293,234	\$ -	\$ 26,365,684



**EXHIBIT 'B'**

**Landscaping and Lighting Maintenance District No. 1 FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS AUTHORITY - LLMD**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>120</b>				<b>LLMD</b>						
				<b>REVENUE</b>						
	00	40260	00	ASSESSMENTS	\$ 2,191,985	\$ -	\$ 2,191,985	\$ 2,236,000	\$ 20,000	\$ 2,256,000
				<b>Total Revenue</b>	<b>2,191,985</b>	<b>-</b>	<b>2,191,985</b>	<b>2,236,000</b>	<b>20,000</b>	<b>2,256,000</b>
				<b>EXPENSES</b>						
				<b>IMPROVEMENTS</b>						
	40	65005	00	Traffic Signals	30,000	-	30,000	30,000	-	30,000
	40	65010	00	Signage	350	-	350	350	-	350
	40	65015	00	Lighting	68,000	-	68,000	69,500	12,000	81,500
	40	65020	00	Landscaping	798,600	140,000	938,600	838,500	161,500	1,000,000
	40	65025	00	Drainage	105,000	-	105,000	125,000	-	125,000
	40	65030	00	Street Sweeping	38,000	-	38,000	38,800	1,200	40,000
	40	65035	00	Graffiti Removal / Vandalism	4,500	-	4,500	4,500	-	4,500
				<b>TOTAL IMPROVEMENT EXPENSES</b>	<b>1,044,450</b>	<b>140,000</b>	<b>1,184,450</b>	<b>1,106,650</b>	<b>174,700</b>	<b>1,281,350</b>
				<b>INCIDENTAL EXPENSES</b>						
	40	65118	05	Salaries and Wages	77,707	(13,500)	64,207	62,408	12,482	74,890
	40	65118	10	Benefits	9,933	-	9,933	10,066	2,013	12,079
	40	65118	15	PERS Contributions	5,924	-	5,924	6,161	1,232	7,393
	40	65118	20	Medicare Tax	995	-	995	1,038	208	1,246
	40	65118	30	Workers Compensation Ins.	4,342	-	4,342	4,447	889	5,336
	40	65118	99	Unfunded Accrued Liability	25,568	-	25,568	29,403	5,881	35,284
	40	65120	00	Operations	6,210	12,000	18,210	6,460	13,522	19,982
	40	65125	00	Transportation/Communication	8,500	-	8,500	8,500	1,700	10,200
	40	65130	00	Liability Insurance - PERMA	10,708	-	10,708	14,400	-	14,400
	40	65135	00	Assessment Engineer	9,000	-	9,000	9,000	1,800	10,800

**MARCH JOINT POWERS AUTHORITY - LLMD**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>120</b>				<b>LLMD</b>						
	40	65140	00	Professional Services	9,200	83,500	92,700	9,200	81,800	91,000
	40	65145	00	Publication	200	-	200	200	40	240
	40	65200	00	Contingency	14,383	(14,000)	383	14,500	(14,500)	-
				<b>TOTAL INCIDENTAL EXPENSES</b>	<b>182,670</b>	<b>68,000</b>	<b>250,670</b>	<b>175,783</b>	<b>107,067</b>	<b>282,850</b>
				<b>CAPITAL IMPROVEMENTS</b>						
	40	65500	01	Meridian Parkway Impr-Sidewalk Repairs	150,000	-	150,000	150,000	150,000	300,000
	40	65500	05	Tree Replacement	150,000	-	150,000	150,000	150,000	300,000
	40	65500	15	Park Improvements	-	-	-	-	235,000	235,000
	40	65500	10	Van Buren Pavement Repairs	-	2,000	2,000	-	20,000	20,000
	40	65500	xx	Vehicle Purchase	-	-	-	-	60,000	60,000
				<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>300,000</b>	<b>2,000</b>	<b>302,000</b>	<b>300,000</b>	<b>615,000</b>	<b>915,000</b>
				<b>Total Revenue</b>	<b>2,191,985</b>	<b>-</b>	<b>2,191,985</b>	<b>2,236,000</b>	<b>20,000</b>	<b>2,256,000</b>
				<b>Total Expenses</b>	<b>1,527,120</b>	<b>210,000</b>	<b>1,737,120</b>	<b>1,582,433</b>	<b>896,767</b>	<b>2,479,200</b>
				<b>Projected Net Revenue</b>	<b>664,865</b>	<b>(210,000)</b>	<b>454,865</b>	<b>653,567</b>	<b>(876,767)</b>	<b>(223,200)</b>
				<b>FUND BALANCE:</b>						
				<b>Fund Balance, Restricted: Maintenance &amp; Landscaping - Beginning</b>	<b>2,549,149</b>		2,549,149	3,344,680		3,344,680
				<b>Projected Net Revenue</b>	664,865		454,865	653,567		(223,200)
				<b>PROJECTED ENDING FUND BALANCE, RESTRICTED</b>	<b>\$ 3,214,014</b>		<b>\$ 3,004,014</b>	<b>\$ 3,998,247</b>		<b>\$ 3,121,480</b>

**EXHIBIT 'C'**

**Community Facilities District 2013-01 FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS AUTHORITY - CFD**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>140</b>				<b>CFD</b>						
		<b>REVENUE</b>								
	00	40260	00	ASSESSMENTS	\$ 74,061	\$ -	\$ 74,061	\$ 74,061	\$ (20,000)	\$ 54,061
				<b>Total Revenue</b>	<b>74,061</b>	<b>-</b>	<b>74,061</b>	<b>74,061</b>	<b>(20,000)</b>	<b>54,061</b>
		<b>EXPENSES</b>								
				<b>IMPROVEMENTS</b>						
	40	65005	00	Traffic Signals	4,200	-	4,200	4,200	(1,200)	3,000
	40	65015	00	Lighting	2,500	7,500	10,000	2,500	7,500	10,000
	40	65020	00	Landscaping	4,500	-	4,500	4,500	10,500	15,000
	40	65025	00	Drainage	7,500	-	7,500	7,500	(7,500)	-
	40	65030	00	Street Sweeping	6,000	-	6,000	6,000	-	6,000
	40	65040	00	Weed Abatement	-	19,100	-	-	26,000	26,000
	40	65035	00	Graffiti Removal/ Vandalism	750	-	750	750	-	750
				<b>Total Improvements Expenses</b>	<b>25,450</b>	<b>26,600</b>	<b>32,950</b>	<b>25,450</b>	<b>35,300</b>	<b>60,750</b>
				<b>INCIDENTAL EXPENSES</b>						
	40	65118	05	Salaries and Wages	14,348	-	14,348	14,635	-	14,635
	40	65118	10	Benefits	2,683	-	2,683	2,684	-	2,684
	40	65118	15	PERS Contributions	2,016	-	2,016	2,057	-	2,057
	40	65118	20	Medicare Tax	245	-	245	249	-	249
	40	65118	30	Workers Compensation Ins.	2,626	-	2,626	2,678	-	2,678
	40	65130	00	Liability Insurance - PERMA	3,206	-	3,206	5,000	-	5,000
	40	65135	00	Assessment Engineer	3,000	-	3,000	3,000	-	3,000
	40	65140	00	Professional Services	3,000	-	3,000	3,000	(3,000)	-
	40	65150	00	County Cost Tax Roll	90	-	90	90	(90)	-
				<b>Total Incidental Expenses</b>	<b>31,214</b>	<b>-</b>	<b>31,214</b>	<b>33,393</b>	<b>(3,090)</b>	<b>30,303</b>

**MARCH JOINT POWERS AUTHORITY - CFD**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
140				CFD						
				<b>Total Revenues</b>	74,061	-	74,061	74,061	(20,000)	54,061
				<b>Total Expenses</b>	56,664	26,600	64,164	58,843	32,210	91,053
				<b>Projected Net Revenue</b>	17,397	(26,600)	9,897	15,218	(52,210)	(36,992)
				<b>FUND BALANCE:</b>						
				<b>Fund Balance, Restricted: Maintenance &amp; Landscaping - Beginning</b>	191,425		191,425	179,365		179,365
				<b>Projected Net Revenue</b>	17,397		9,897	15,218		(36,992)
				<b>PROJECTED ENDING FUND BALANCE, RESTRICTED</b>	\$ 208,822		\$ 201,322	\$ 194,583		\$ 142,373

**EXHIBIT 'D'**  
**Green Acres Enterprise Fund and Green Acres Designated Repairs and Maintenance Fund**  
**FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>300</b>				<b>GREEN ACRES ENTERPRISE FUND</b>						
		<b>REVENUE</b>								
	00	40200	00	RENTAL INCOME	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000
	00	40225	00	UTILITY CHARGES	60,000	-	60,000	60,000	5,000	65,000
	00	40250	00	LATE FEES & NSF FEES	1,000	-	1,000	1,000	100	1,100
	00	40300	00	CREDIT CHECK FEES	1,000	-	1,000	1,000	-	1,000
	00	40600	00	INTEREST INCOME	30,000	-	30,000	30,000	-	30,000
	00	40675	00	HOLDING FEES FORFEITURE	120	-	120	120	-	120
	00	40750	00	MISCELLANEOUS	400	-	400	400	100	500
				<b>TOTAL REVENUE</b>	<b>2,092,520</b>	<b>-</b>	<b>2,092,520</b>	<b>2,092,520</b>	<b>5,200</b>	<b>2,097,720</b>
				<b>Net Operating Revenue</b>	<b>2,092,520</b>	<b>-</b>	<b>2,092,520</b>	<b>2,092,520</b>	<b>5,200</b>	<b>2,097,720</b>
		<b>EXPENSES</b>								
				<b>ADMINISTRATION DEPT</b>						
		<b>Personnel</b>								
	10	50100	05	Salaries and Wages	207,006	-	207,006	207,932	-	207,932
	10	50100	10	Benefits	36,614	-	36,614	36,888	-	36,888
	10	50100	15	PERS Contributions	16,316	-	16,316	17,197	-	17,197
	10	50100	20	Medicare Tax	3,362	-	3,362	3,510	-	3,510
	10	50100	30	Workers Compensations Ins.	14,769	-	14,769	15,142	-	15,142
	10	50100	99	Unfunded Accrued Liability	12,784	-	12,784	14,701	-	14,701
		<b>Total Personnel</b>			<b>290,851</b>	<b>-</b>	<b>290,851</b>	<b>295,370</b>	<b>-</b>	<b>295,370</b>
		<b>Operating Cost</b>								
	10	50150	06	Periodicals/Memberships	2,500	-	2,500	2,500	-	2,500
	10	50150	08	Education/Training	500	-	500	500	-	500
	10	50150	16	Office Supplies	1,500	1,000	2,500	1,500	1,000	2,500
	10	50150	18	Telephone & Internet Expense	1,000	-	1,000	1,000	-	1,000
	10	50150	20	Mobile Phones	1,300	-	1,300	1,300	-	1,300



**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>300</b>				<b>GREEN ACRES ENTERPRISE FUND</b>						
	10	50150	24	Postage	100	-	100	100	-	100
	10	50150	26	Liability Insurance - PERMA	27,550	-	27,550	30,000	-	30,000
	10	50150	30	Printing-Outside	-	600	600	-	-	-
	10	50150	42	Bank Fees / Investment Fees	4,000	-	4,000	4,000	-	4,000
	10	50150	44	Tenant Relations	1,000	-	1,000	1,000	-	1,000
	10	50150	47	Office Rent	8,000	1,000	9,000	8,000	1,000	9,000
	10	50150	48	Office Utilities	2,000	-	2,000	2,000	-	2,000
	10	50150	50	Depreciation	301,617	-	301,617	301,617	-	301,617
	10	50300	02	Office Equipment	500	-	500	500	-	500
	10	50300	06	Computer Software	8,000	-	8,000	8,000	-	8,000
		<b>Total Operating Costs</b>			<b>359,567</b>	<b>2,600</b>	<b>362,167</b>	<b>362,017</b>	<b>2,000</b>	<b>364,017</b>
		<b>Professional Services</b>								
	10	50200	02	General Legal Services (Court Costs)	500	-	500	500	-	500
	10	50200	15	Credit Check Services	1,000	-	1,000	1,000	-	1,000
	10	50200	30	Security Measures	-	-	-	-	-	-
		<b>Total Professional Services</b>			<b>1,500</b>	<b>-</b>	<b>1,500</b>	<b>1,500</b>	<b>-</b>	<b>1,500</b>

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>300</b>				<b>GREEN ACRES ENTERPRISE FUND</b>						
				<b>Capital Expenses</b>						
	10	50300	10	Appliance Purchase	22,000	10,000	32,000	22,000	-	22,000
	10	50300	15	Security Entrance Gates	8,000	-	8,000	8,000	-	8,000
	10	50300	xx	Vehicle Purchases	-	-	-	-	60,000	60,000
				<b>Total Capital Expenses</b>	<b>30,000</b>	<b>10,000</b>	<b>40,000</b>	<b>30,000</b>	<b>60,000</b>	<b>90,000</b>
				<b>Total ADMINISTRATION DEPT</b>	<b>681,918</b>	<b>12,600</b>	<b>694,518</b>	<b>688,887</b>	<b>62,000</b>	<b>750,887</b>
				<b>FACILITIES MGMT DEPT</b>						
	20	51150	00	Property Insurance - PERMA	56,399	-	56,399	153,000	95,000	248,000
	20	51160	00	Property Taxes	40,000	-	40,000	40,000	-	40,000
	20	51200	00	Building Maintenance	150,000	-	150,000	150,000	-	150,000
	20	51250	00	Grounds Maintenance	250,000	-	250,000	250,000	-	250,000
	20	51300	00	Equipment Maintenance	55,000	100,000	155,000	55,000	10,000	65,000
	20	51350	00	Utilities	425,000	25,000	450,000	425,000	100,000	525,000
	20	51365	00	Bad Debt Expense	2,500	-	2,500	2,500	-	2,500
				<b>Total FACILITIES MGMT DEPT</b>	<b>978,899</b>	<b>125,000</b>	<b>1,103,899</b>	<b>1,075,500</b>	<b>205,000</b>	<b>1,280,500</b>
				<b>OTHER FINANCING USES</b>						
	10	50900	00	5% of Rental Income Transfer to Designated Fund	100,000	-	100,000	100,000	-	100,000
				<b>Total OTHER FINANCING USES</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>
				<b>CAPITAL IMPROVEMENTS</b>						
	40	50300	XX	Sidewalk & Landscaping Rehab	-	-	-	-	400,000	400,000
				<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>400,000</b>

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>300</b>				<b>GREEN ACRES ENTERPRISE FUND</b>						
				Total Revenue	2,092,520	-	2,092,520	2,092,520	5,200	2,097,720
				Total Expenses	1,760,817	137,600	1,898,417	1,864,387	667,000	2,531,387
				Projected Net Revenue	331,703	(137,600)	194,103	228,133	(661,800)	(433,667)
				<b>NET POSITION:</b>						
				<b>Net Position, Unrestricted - Beginning</b>	<b>3,515,687</b>		3,515,687	3,907,647		3,907,647
				Projected Net Revenue	331,703		194,103	228,133		(433,667)
				<b>PROJECTED ENDING NET POSITION, UNRESTRICTED</b>	<b>\$ 3,847,390</b>		<b>\$ 3,709,790</b>	<b>\$ 4,135,780</b>		<b>\$ 3,473,980</b>

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept.	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
301				<b>Green Acres Maintenance Fund</b>						
				<b>TRANSFERS IN</b>						
	00	48025	00	Designated Set Aside (5% of Rental Income)	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
				<b>Total Transfers In</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>
				<b>EXPENSES</b>						
	20	51200	02	Roof Repairs	27,000	-	27,000	27,000	-	27,000
	20	51200	03	Unit Improvements (Kitchens)	55,000	-	55,000	55,000	-	55,000
				<b>Total Expenses</b>	<b>82,000</b>	<b>-</b>	<b>82,000</b>	<b>82,000</b>	<b>-</b>	<b>82,000</b>
				<b>Total Transfers In</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>
				<b>Total Expenses</b>	<b>82,000</b>	<b>-</b>	<b>82,000</b>	<b>82,000</b>	<b>-</b>	<b>82,000</b>
				<b>Projected Net Revenue</b>	<b>18,000</b>	<b>-</b>	<b>18,000</b>	<b>18,000</b>	<b>-</b>	<b>18,000</b>
				<b>NET POSITION:</b>						
				<b>Net Position, Net Investment in Capital Assets - Beginning</b>	166,689		166,689	247,319		247,319
				<b>Projected Net Revenue</b>	18,000		18,000	18,000		18,000
				<b>PROJECTED ENDING NET POSITION - NET INVESTMENT IN CAPITAL ASSETS</b>	<b>\$ 184,689</b>		<b>\$ 184,689</b>	<b>\$ 265,319</b>		<b>\$ 265,319</b>

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

***MJPA - Ordinance Adoption***  
***Agenda Item No. 10 (1)***

**Meeting Date:** March 13, 2024

**Action:** **WAIVE THE SECOND READING AND ADOPT ORDINANCE JPA 24-01, APPROVING THE U.S. VETS TRANSITIONAL HOUSING PROGRAM SPECIFIC PLAN AMENDMENT NO. 1 (SP-6, A1); AND 2) DIRECT STAFF TO FILE A NOTICE OF DETERMINATION PURSUANT TO THE MARCH JPA LOCAL CEQA GUIDELINES**

**Motions:**

- 1) Move to waive the Second Reading and adopt Ordinance JPA 24-01, approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1); and
- 2) Direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines.

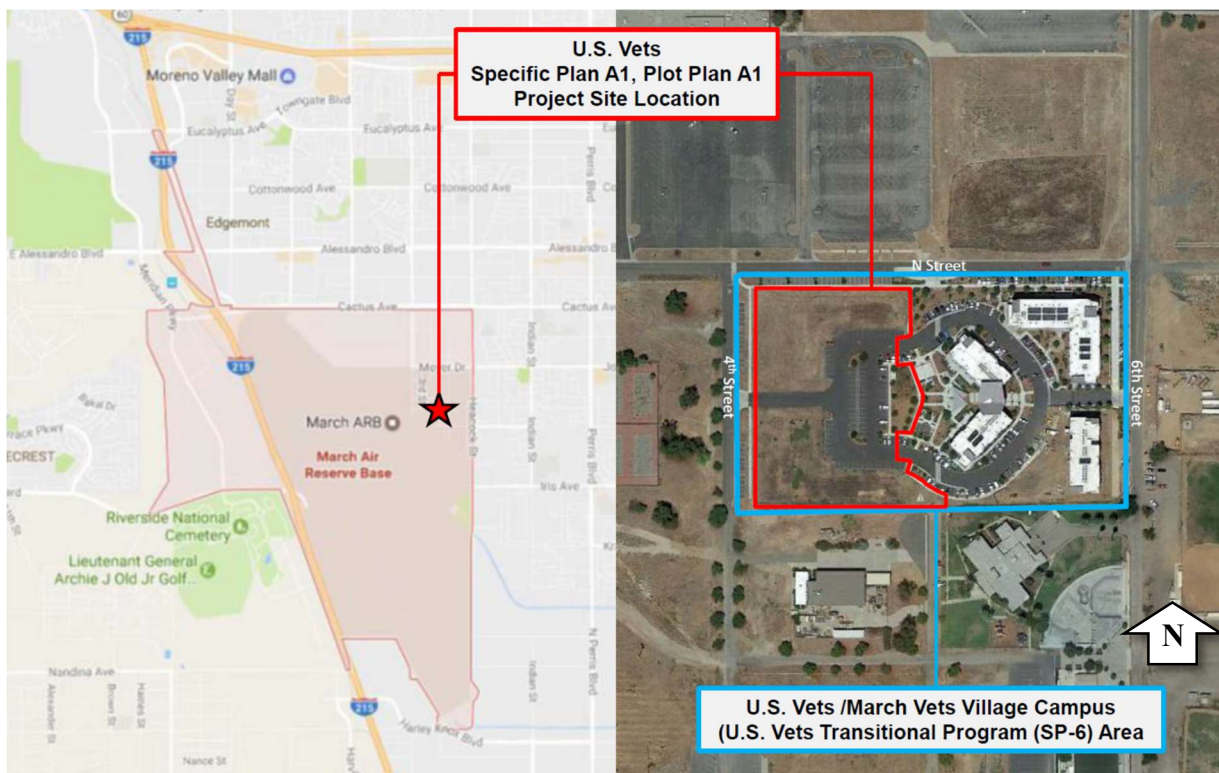
**Applicant:** United States Veterans Housing Corporation

**Background:**  
On February 14, 2024, the March Joint Powers Commission considered and approved the following in support of the U.S. Vets Transitional Housing Program Specific Plan (SP-6):

- 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; and
- 2) Introduced and waived 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) 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,

This item is to waive the second reading of Ordinance JPA #24-01 and approve the following Specific Plan Amendment:

- U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1):



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

### **U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1) Overview:**

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.

The amendment/update to SP-6, includes 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. 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.

The Specific Plan Amendment would not add new acreage or building square footage, number of units, landscaping or parking, to the area identified in the previously adopted Specific Plan. 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.

### **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.

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 JPA General Plan, allowing for the orderly development of the US Vets Transitional Housing Program Specific Plan project.

*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 Applicant 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 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 "B", Ordinance #JPA 24-01.

**California Environmental Quality Act (CEQA) Compliance:**

A Supplemental Environmental Checklist has been prepared for the Amended US Vets Transitional Housing Project. 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 prepared in support of the U.S. Vets Transitional Housing Project Specific Plan, and to determine if there are any 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.

Accordingly, on February 14, 2024, the March Joint Powers Commission considered and approved 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, SP-6, Amendment #1, 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.

**Staff Recommendation:**

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

- 1) Waive the second reading and approve Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1), and
- 2) Direct staff to file a Notice of Determination pursuant to the March JPA local CEQA guidelines.

**Attachments:**

- 1) 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*
- 2) Notice of Determination
- 3) March LifeCare Final EIR - Available Online/Link below:  
<https://marchjpa.com/wp-content/uploads/2024/02/MarchJPA-MarchLifeCareFinal-EIR.pdf>



## **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 February 14, 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 JPA General 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 (SP-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.

---

Edward A. Delgado, Chair  
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: March 13, 2024

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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**



[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 6<sup>th</sup> Street, to March Joint Powers Authority (JPA) retained parcels southerly of N Street and westerly of 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup>

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 ~~401~~283-bed, ~~222~~ unit, transitional ~~and permanent~~permanent 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 women~~members 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**

<u>Type</u>	<u>Bldg. Qty.</u>	<u>Beds</u>	<u>Units</u>	<u>Area (SF)</u>	<u>Bed/Unit</u>
<u>Efficiency Building (B2)</u>	<u>1</u>	<u>143</u>	<u>107</u>	<u>61,278</u>	<u>1.3</u>
<u>Family Building (B1)</u>	<u>1</u>	<u>27</u>	<u>21</u>	<u>23,404</u>	<u>1.3</u>
<u>TOTAL</u>	<u>2</u>	<u>170</u>	<u>128</u>	<u>84,682</u>	<u>1.3</u>

<u>Type</u>	<u>Bldg. Qty.</u>	<u>Beds</u>	<u>Units</u>	<u>Area (SF)</u>	<u>Bed/Unit</u>
<u>(B1)</u>	<u>1</u>		<u>16</u>	<u>23,349</u>	
<u>(B2)</u>	<u>1</u>	<u>116</u>	<u>116</u>	<u>60,969</u>	<u>1.0</u>
<u>(B3)</u>	<u>1</u>	<u>38</u>	<u>22</u>	<u>41,710</u>	<u>1.7</u>
<u>TOTAL</u>	<u>3</u>		<u>154</u>	<u>126,028</u>	<u>1.</u>

~~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~~

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
<b>TOTAL</b>	<b>45</b>	<b>68</b>	<b>68</b>		<b>1.0</b>

**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
<b>TOTAL</b>	<b>48</b>	<b>283</b>	<b>222</b>	<b>160,028</b>	<b>1.1</b>

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 734831 SF unit with private bathroom and a one room 374 SF unit with private bathroom) and 6 one-bedroom units (approximately 640 SF each).

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 4<sup>th</sup> Street, with additional access from 6<sup>th</sup> 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 710885710 SF each) and 1 one -bedroom unit (approximately 560609560 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 the 3-story Bbuilding 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

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**

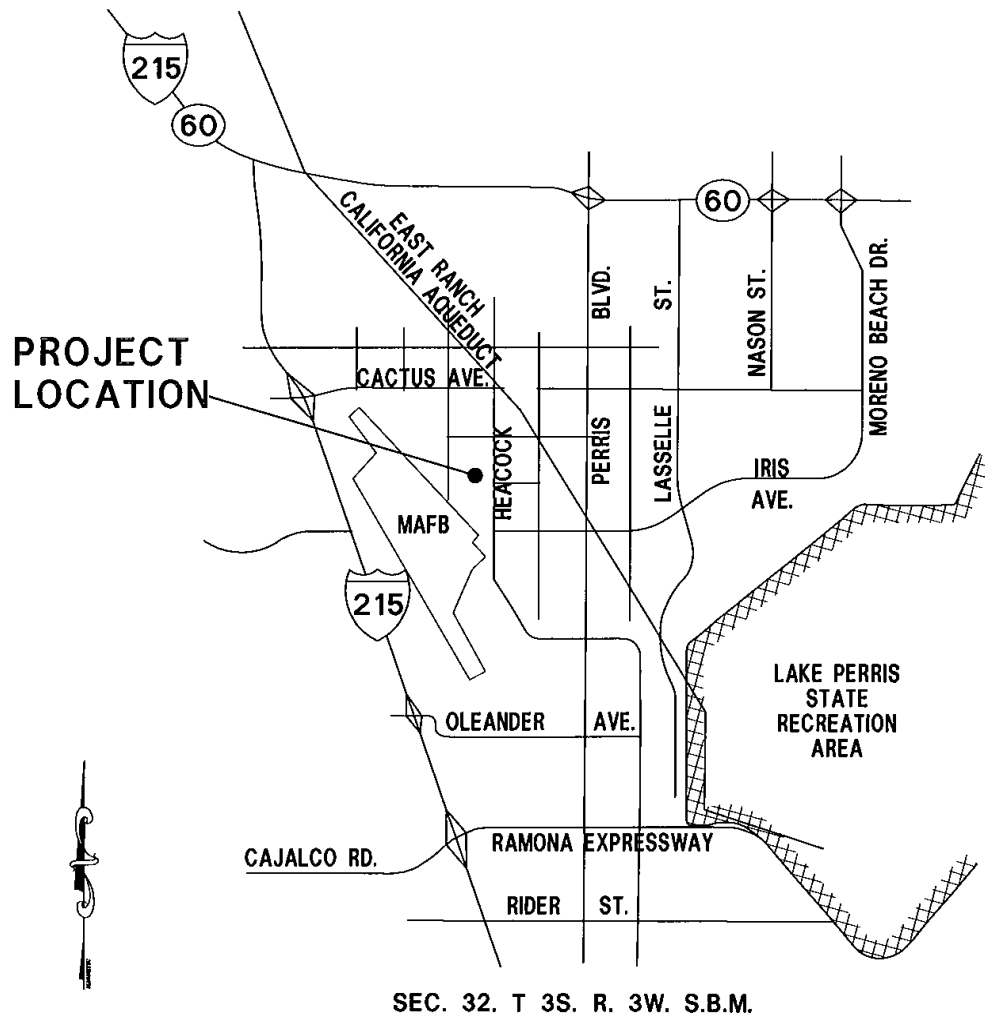
The proposed 7.75 acre site is currently occupied by an abandoned restaurant and an abandoned military housing building. The site is bounded by existing City of Moreno Valley Park Facilities to the south including two buildings, abandoned tennis courts to the west, an active commissary to the northwest, 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.

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 6<sup>th</sup> 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.

### **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 ~~plumbed~~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.

### **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 6<sup>th</sup> 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 6<sup>th</sup> Street to a point of connection on Meyer east of 6<sup>th</sup> 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.

## 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;



- 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;

- 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

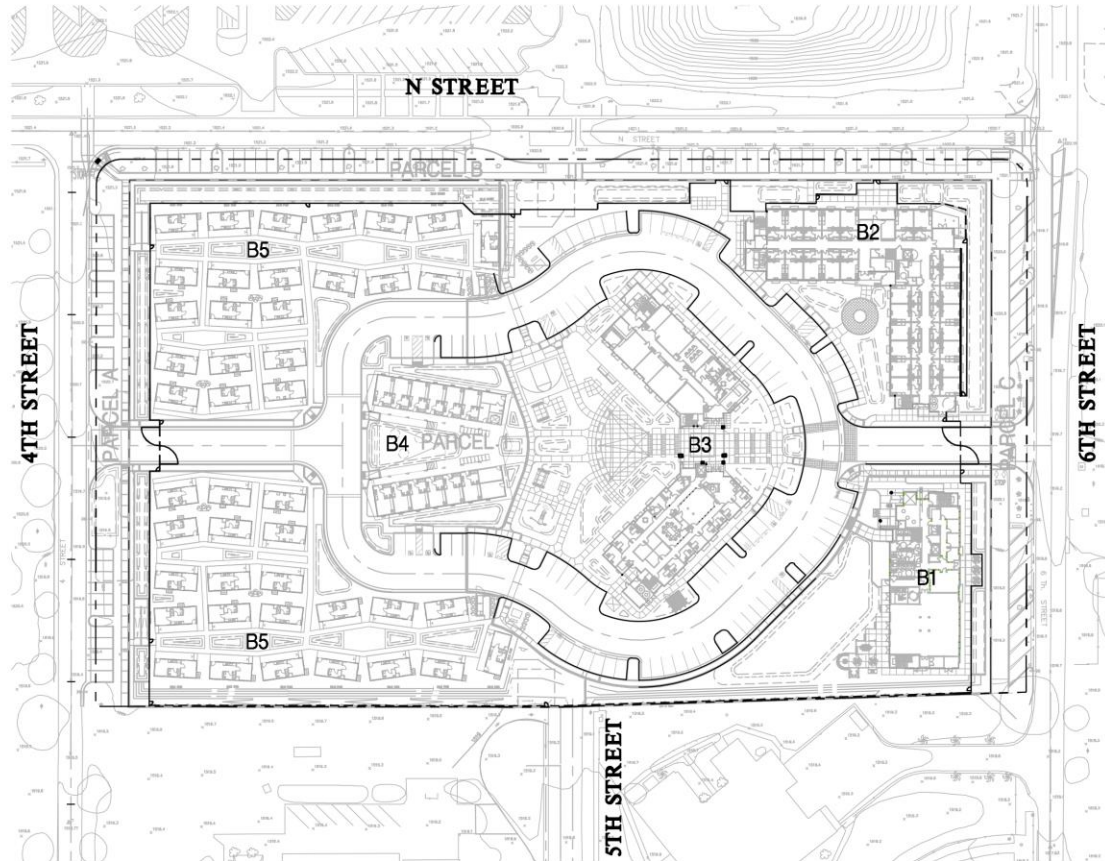
The Specific Plan provides for a broad range of complimentary care services for homeless U.S. veterans. A maximum of 285,000 square feet of building area will be permitted within the Specific Plan area.

### Section 4.2 Institutional Residential

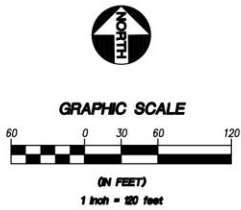
The Institutional Residential land use type is anticipated to accommodate residential care facilities and uses in a variety of footprints and densities. The residential care units will not be subdivided or sold as individual properties for residential uses; the entirety of the units will be under the 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.

Figure 4-1 Site Plan



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 4<sup>th</sup> Street, with additional access from 6<sup>th</sup> 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 4<sup>th</sup> Street, with additional access from 6<sup>th</sup> Street.

~~The wings of the building will frame an outdoor amphitheater. The proposed building will mixed use in nature because the 2<sup>nd</sup> and 3<sup>rd</sup> 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.

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.

DRAFT

## **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**

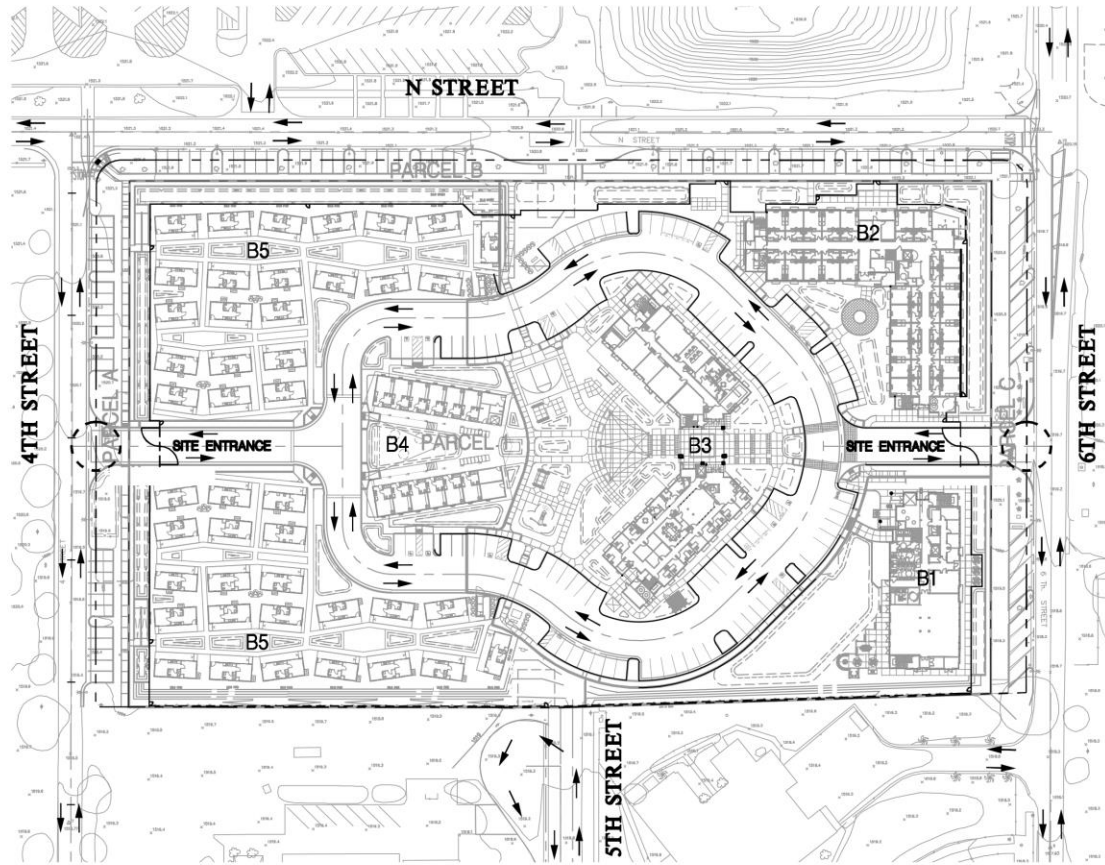
It is anticipated that the Specific Plan area will be connected to the existing circulation system through two major points of access (see Figure 4-2). The first will be located at 6th Street and the second will be located at 4th Street. Riverside Drive ultimately connects vehicular traffic from the Project site to Cactus Avenue while Meyer Drive connects traffic to Heacock Boulevard.

### **4.5.2 Roadway Proposed Improvements**

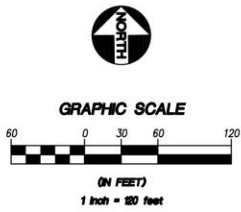
At the buildout of the U.S. Vets Transitional Housing Program, the public roadways serving the Specific Plan area (4th, N and 6th Streets) will be improved by the developer [for the project's half width requirements](#). 4th and 6th streets will be connected to a private internal circulation system [with project entrances that](#) will provide access to individual buildings and to parking within the campus.



Figure 4 – 2 Circulation



CIRCULATION PLAN



**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.

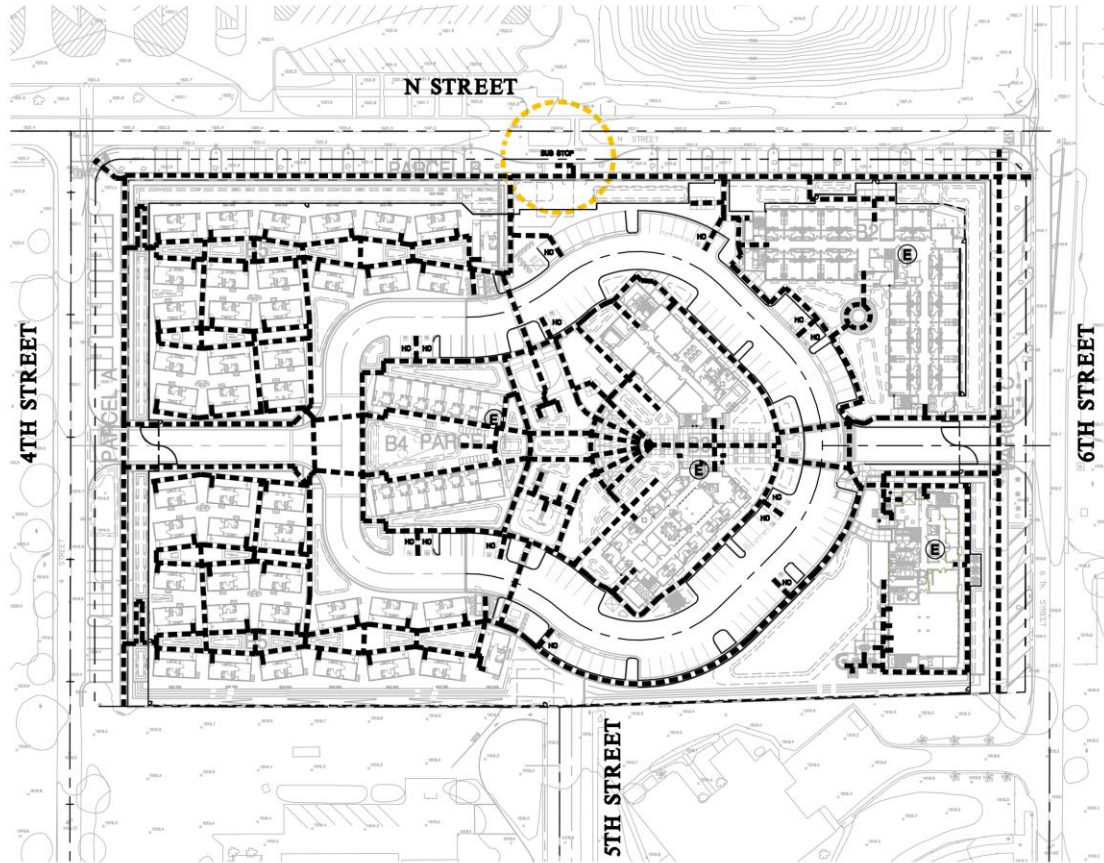
### **4.5.6 Non-Vehicular Circulation**

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.

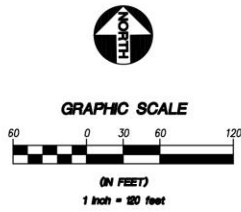
- A system of pedestrian linkages for residents, staff, program participants, and authorized guests which will provide convenient connections between buildings and parking while minimizing conflict with on-site vehicular circulation;
- Dedicated van/car pool spaces in locations convenient to main entrances 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.

Figure 4-3 Proposed Transit and Non-Vehicular Circulation



PROPOSED ADA ACCESSIBILITY



**LEGEND**

- ⓔ ELEVATOR
- ADA ACCESSIBLE PATH
- PROPOSED BUS STOP

## 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Street.](#) The existing domestic water system consists of a 6" mainline in 4<sup>th</sup>, [and 6<sup>th</sup> Street \(south of N Street\), 12-inch main in N Street and 6<sup>th</sup> Street \(north of N Street\);](#) and a 10-inch main line in 5<sup>th</sup> Street. Existing fire hydrants exist on all streets. Proposed new water lines include [a 12-inch line in N Street from 4<sup>th</sup> to 6<sup>th</sup> Street,](#) a 12-inch line in 4<sup>th</sup> Street from N Street to the southern boundary of the Project site, and [a 12-inch line in 6<sup>th</sup> 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 6<sup>th</sup> 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 4<sup>th</sup> Street, 5<sup>th</sup> Street, 6<sup>th</sup> 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 4<sup>th</sup> Street to 6<sup>th</sup> Street that is located within the interior private street system of the project site.](#) 5<sup>th</sup> 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.

## 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.

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, evapotranspiration, 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.



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 6<sup>th</sup> Street that will collect the off-site tributary drainage area from the north at catch basin inlets at the intersection of N Street and 5<sup>th</sup> 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 6<sup>th</sup> Street. These combined flows will extend down 6<sup>th</sup> Street in an underground 30 inch storm drain pipe. The alignment of the proposed 30 inch line will extend easterly to 8<sup>th</sup> Street within the City of Moreno Valley park area, and then it will continue south down 8<sup>th</sup> 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 8<sup>th</sup> 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.~~

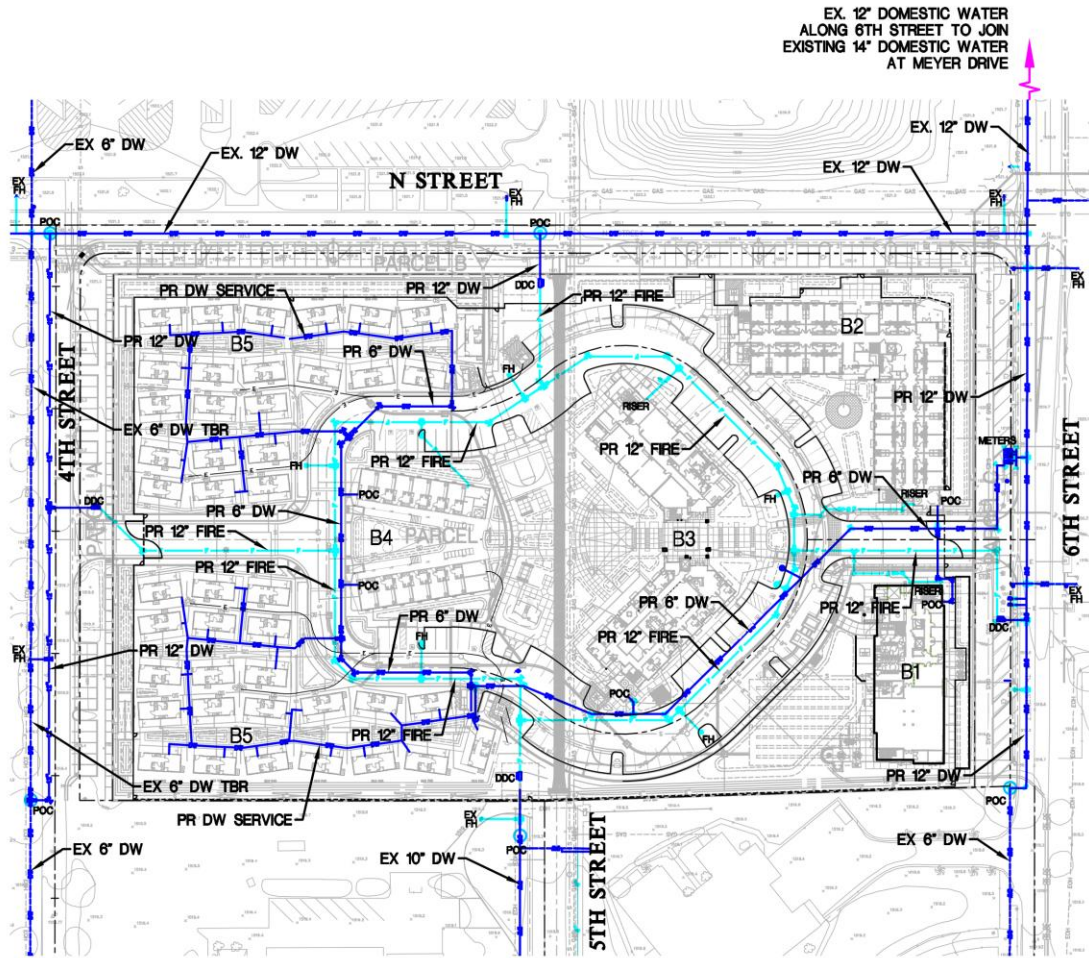
On-site flows will be cleaned by a series of localized bio-filtration gardens or rain gardens throughout the site before being collected by the on-site area drain / storm drain system. The parking lot and private drive will consist of surface flows and concentrated gutter flows that will be collected 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 6<sup>th</sup> Street, north on 6<sup>th</sup> Street to the intersection of 6<sup>th</sup> 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.

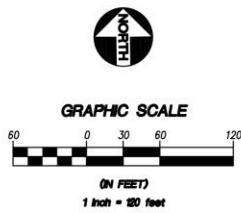
The site flooding conditions are mostly due to significant off site runoff from large areas to the north and northwest, and the insufficient capacities of existing Cactus and Heacock Channels. The March Life Care Specific Plan notes that this area is within a potential Flood Zone where the depth of flooding 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.

Figure 4-4 Proposed Water Distribution Facilities



EX. 12" DOMESTIC WATER  
ALONG 6TH STREET TO JOIN  
EXISTING 14" DOMESTIC WATER  
AT MEYER DRIVE

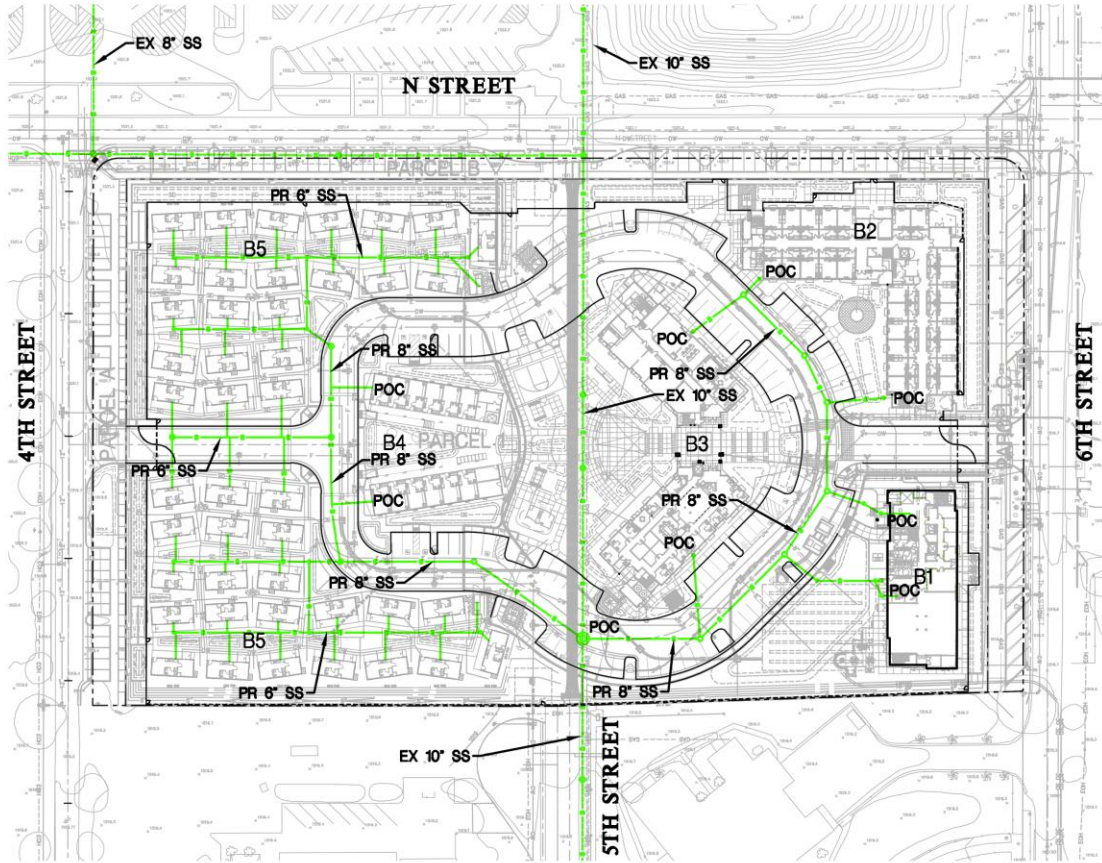
PROPOSED WATER IMPROVEMENTS



**LEGEND**

- PROPOSED DOMESTIC WATER
- PROPOSED FIRE LINE
- EXISTING DOMESTIC WATER

Figure 4-5 Proposed Sewer Facilities



PROPOSED SEWER IMPROVEMENTS

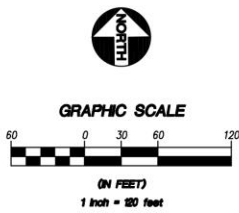
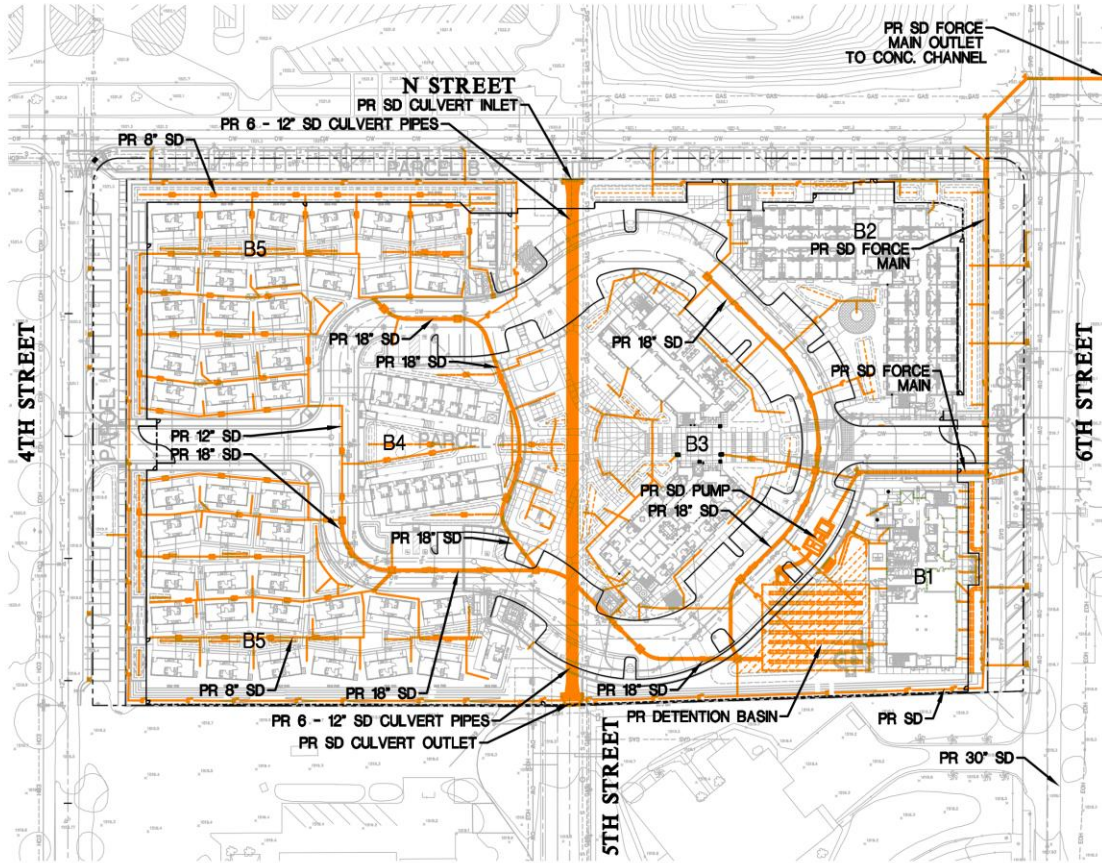
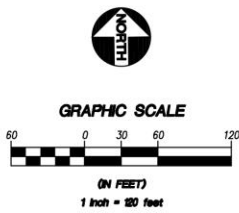


Figure 4-6 Proposed Drainage Improvements



PROPOSED STORM DRAIN 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

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.

## 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.

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 6<sup>th</sup> Street, then south on 6<sup>th</sup> Street all the way to the southern boundary of the project site. Gas lines will be extended from this new mainline in 6<sup>th</sup> street to serve the new buildings via gas meter locations at each building being served.

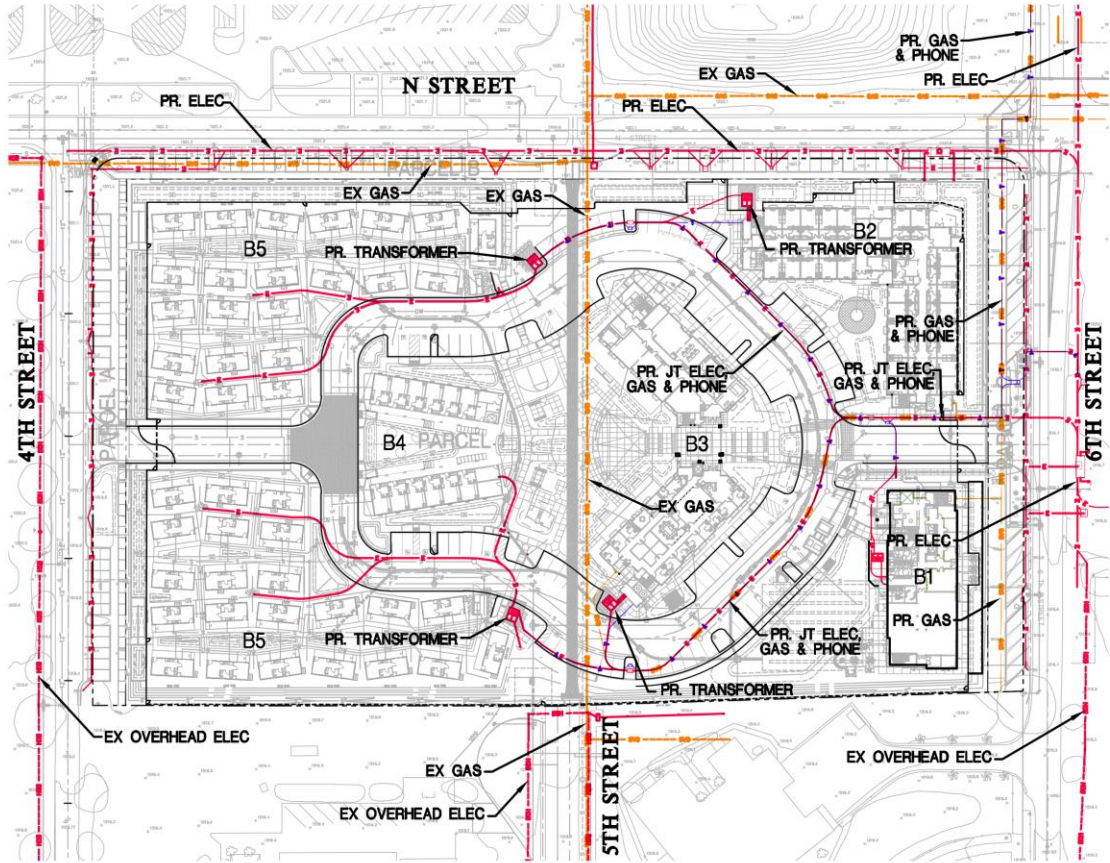
The existing overhead telephone lines along 5th Street will be converted to underground. This system will provide the telephone source for the site. Conduits will be extended to service the new buildings. In addition, a new telephone mainline will also be required to provide adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6<sup>th</sup> Street, and will then extend south on 6<sup>th</sup> Street to our project entrance on 6<sup>th</sup>. Phone lines will be extended from this new mainline in 6<sup>th</sup> 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 6<sup>th</sup> Street, and will then extend south on 6<sup>th</sup> Street to our project entrance on 6<sup>th</sup>. Phone lines will be extended from this new mainline in 6<sup>th</sup> 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

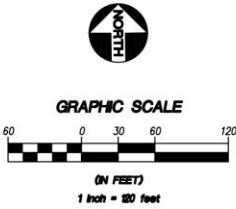
adequate service to the project. This new mainline will have a point of connection on Meyer Drive just east of 6<sup>th</sup> Street, and will then extend south on 6<sup>th</sup> Street to our project entrance on 6<sup>th</sup>. Phone lines will be extended from this new mainline in 6<sup>th</sup> Street 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 6<sup>th</sup> Street, and will then extend south on 6<sup>th</sup> Street to our project entrance on 6<sup>th</sup>. This will be in a joint trench with the phone line as noted above. CATV lines will be extended from this new mainline in 6<sup>th</sup> 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.

Figure 4-7 Proposed Utility Backbone



PROPOSED DRY UTILITIES



**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.

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.

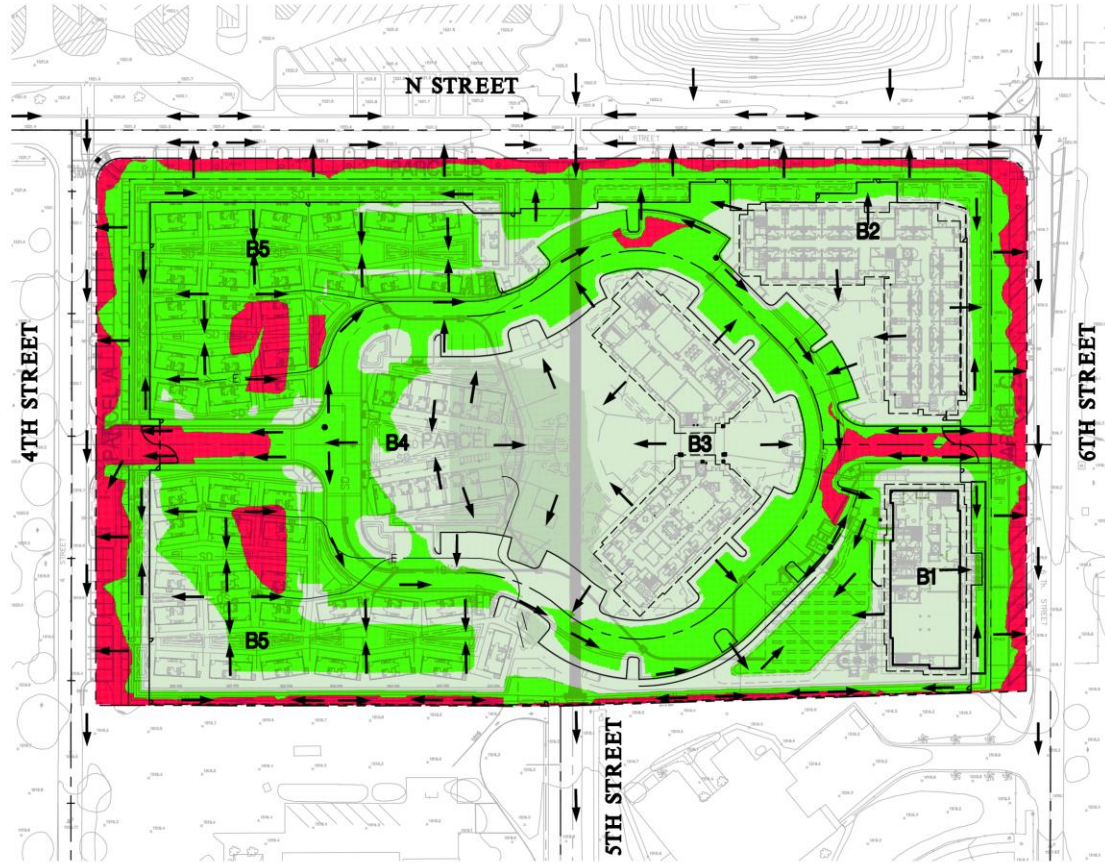
#### **Section 4.15 Sequencing of Water, Sewer, and Drainage Improvements**

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 comfortone 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

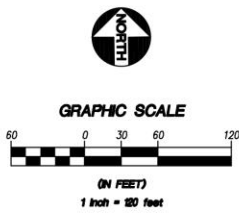
|  
| ~~connecting 4th and 6th streets.~~ Wet utilities will be installed incrementally as required for each phase of development. (See also Appendix L – Phasing Exhibits)

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Figure 4-8 Proposed Grading Concept



PROPOSED GRADING



**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

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 1 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.

# 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.

## 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 ~~an 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 1s (B1), B5 and B8 are proposed as Family is proposed as a Transitional Buildings,~~ 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 buildings ~~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):~~**

Buildings ~~2 (B2), B6 and B7~~ 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. ~~Thiese~~ these areas 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.

### 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 facilityopen 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.

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 areas~~ 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 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

(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.

## 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.

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;



- 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.

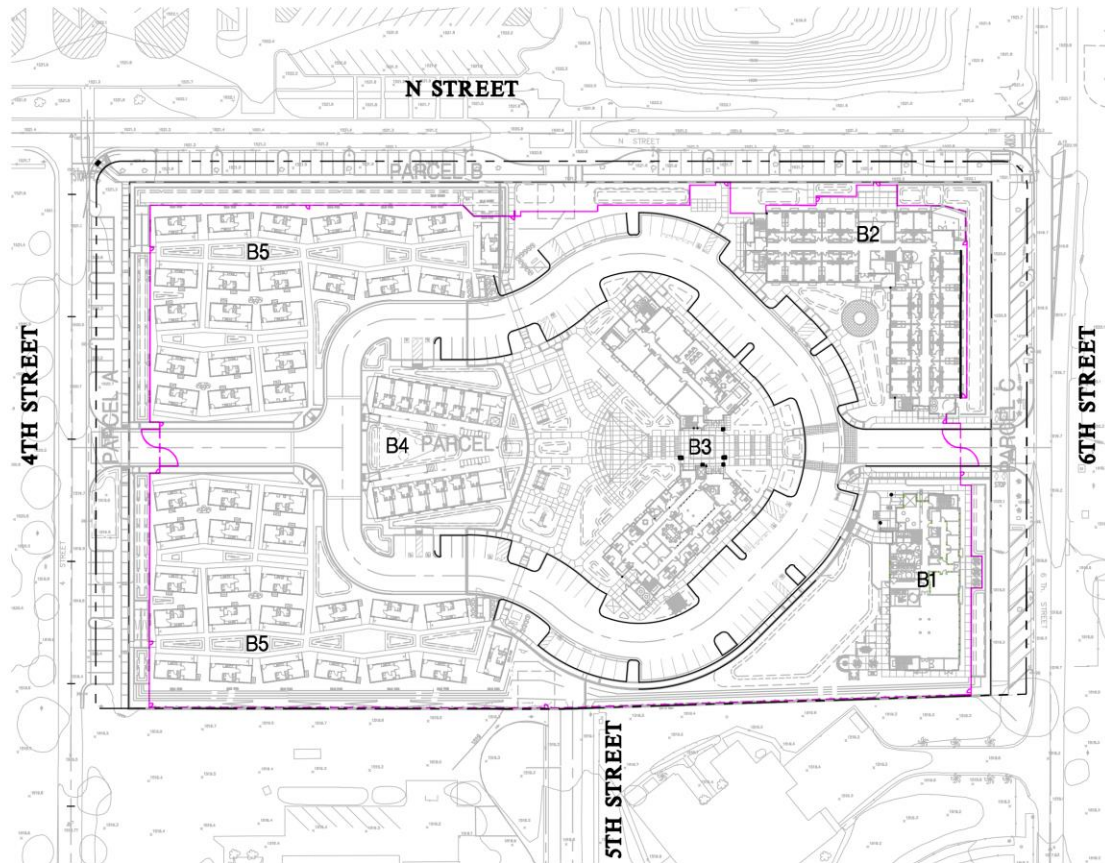
## **G. Perimeter Security Fence**

1. A perimeter security fence shall be permitted.

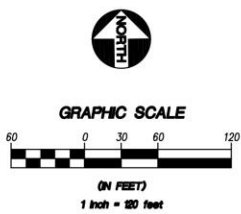
- a. Perimeter security fence shall be limited to 6 feet in height at top of upper rail with no portion of the fence extending more than 6 feet 6 inches in height total.
- b. Perimeter security fence shall complement the architecture of the building(s) in style, materials, and color. Chain link and barb 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



PERIMETER FENCE PLAN



**LEGEND**

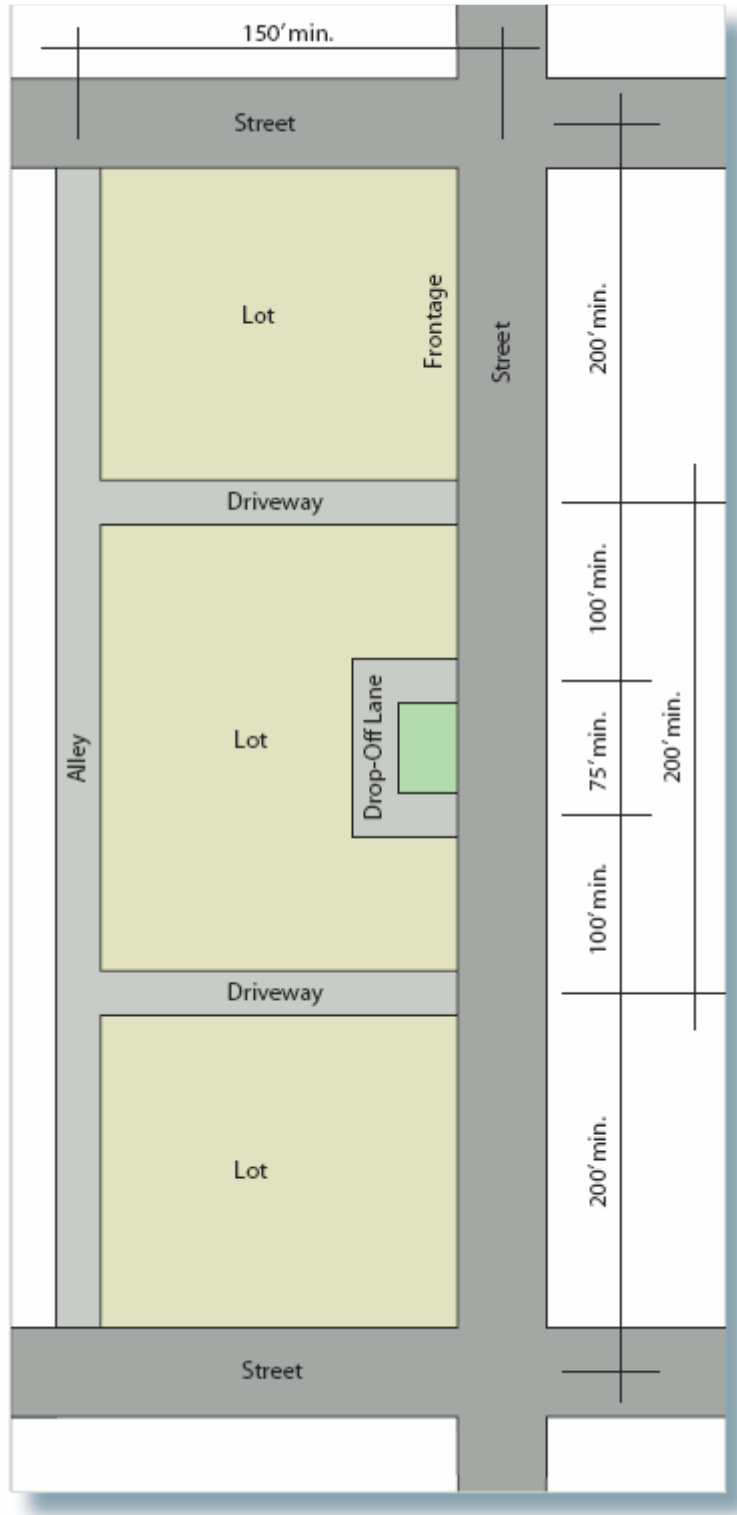
-  PROJECT BOUNDARY
-  PERIMETER FENCING

### 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.

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.

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 5-87 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 5-87 Forecourt Frontage



### 5.5.5 Covered Forecourt

The Covered Forecourt frontage, depicted in Figure 5-98, 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 5-89 Covered Forecourt



### 5.5.6 Gallery

The Gallery frontage, shown in Figure 5-109, 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 5-910 Gallery Frontage



### 5.5.7 Arcade

The Arcade frontage, depicted in Figure 5-119 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 5-119 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

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*

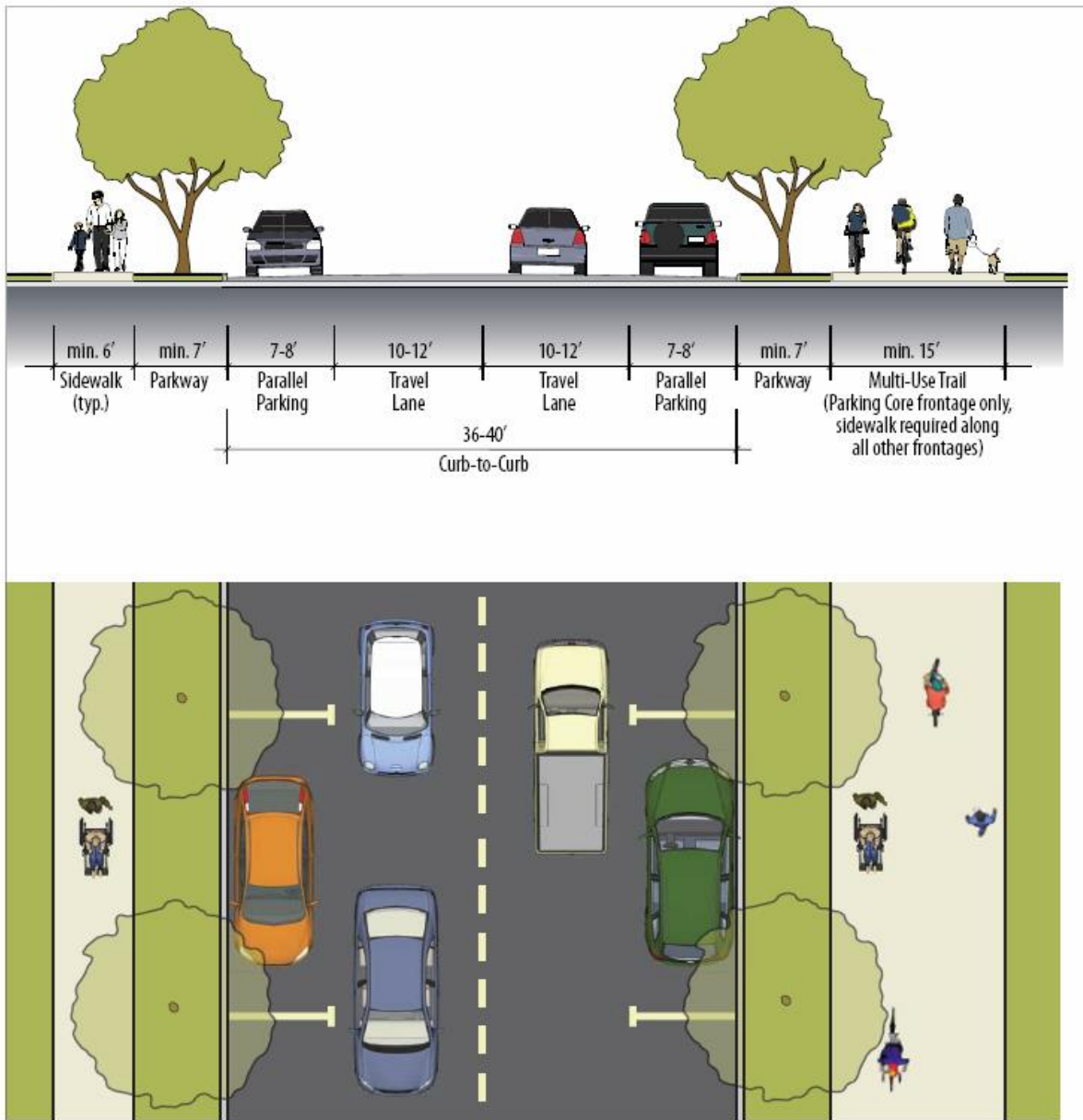
Street Layout	Major Connector	Minor Connector
A: 2 travel lanes, parallel parking with parkway	X	P
B: 2 travel lanes, perpendicular parking with no parkway	P	P
C: 2 travel lanes, perpendicular parking with parkway	P	P
Notes: P = Permitted      X = Not Permitted		

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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 5-124, below.

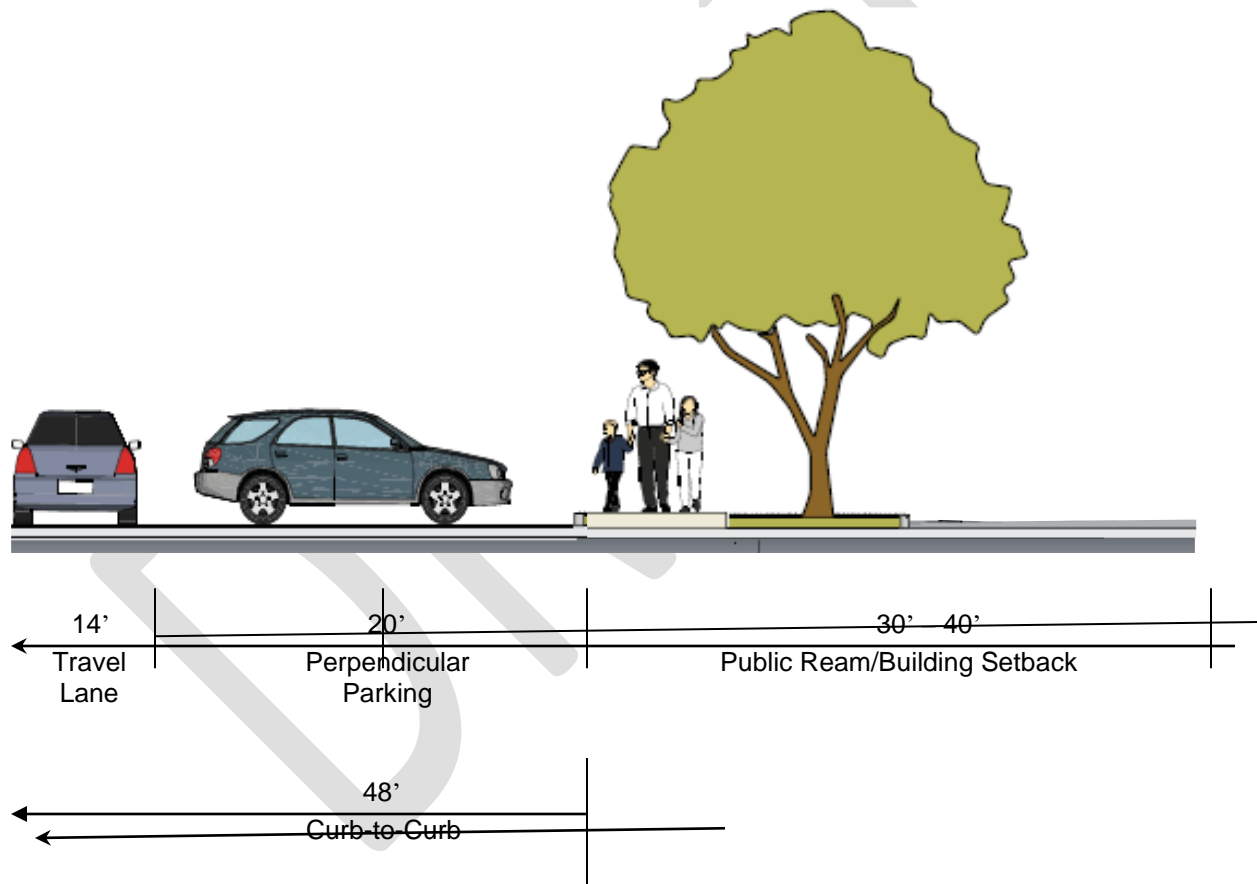
Figure 5-124 Street Layout A



## 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 5-132 below.

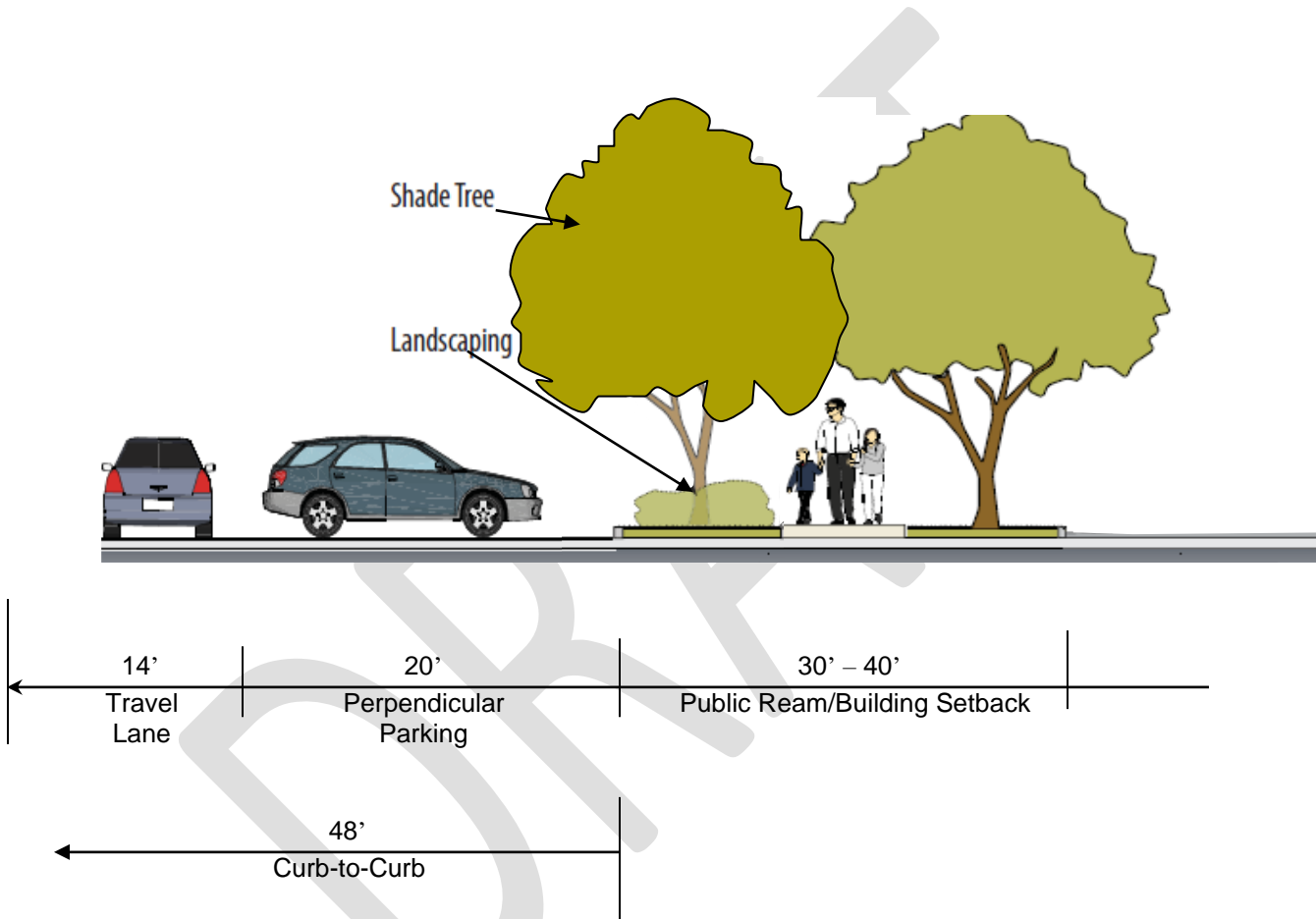
Figure 5-123 Street Layout B



### 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 5-143 below.

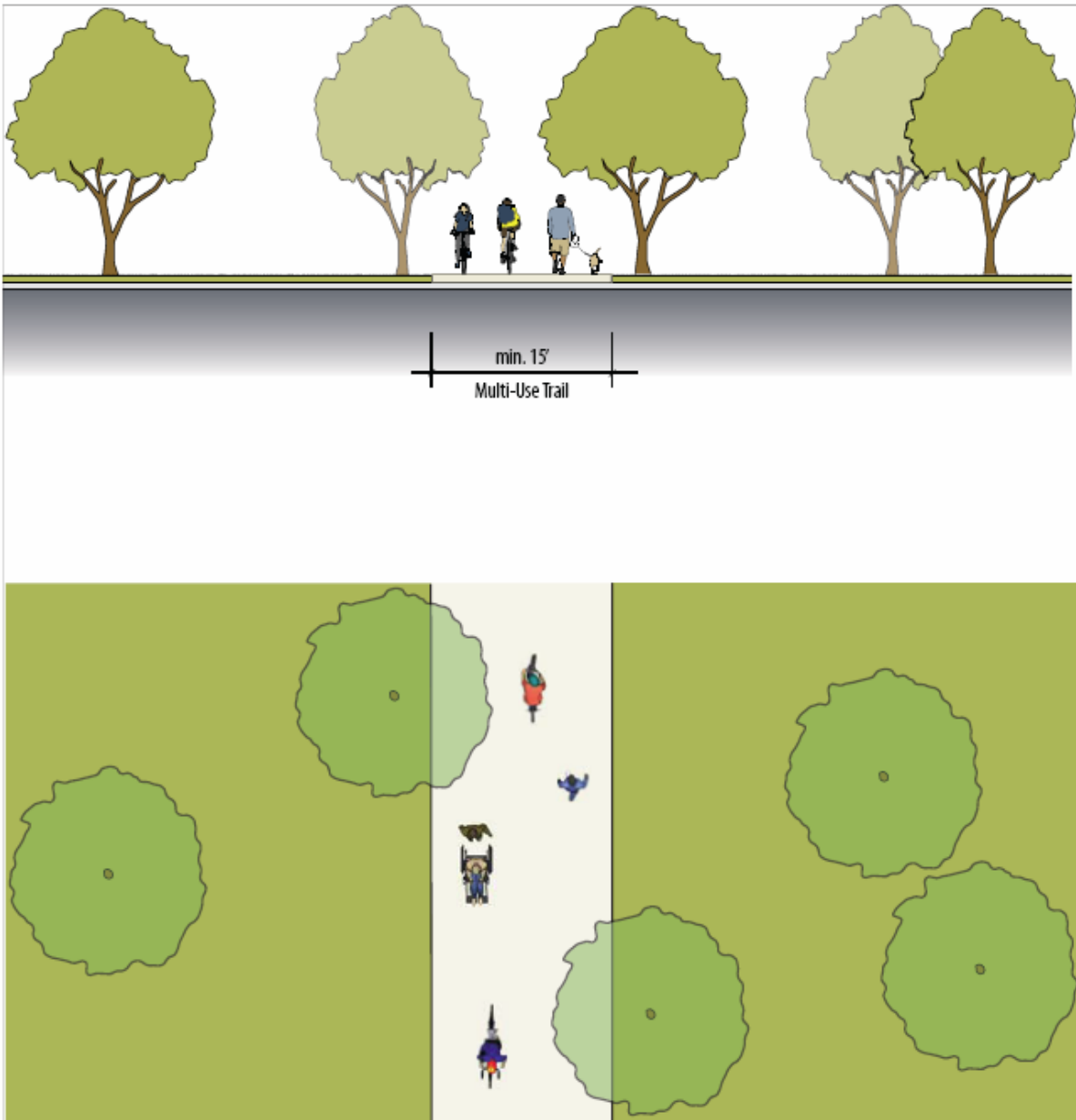
Figure 5-143 Street Layout C



### 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.

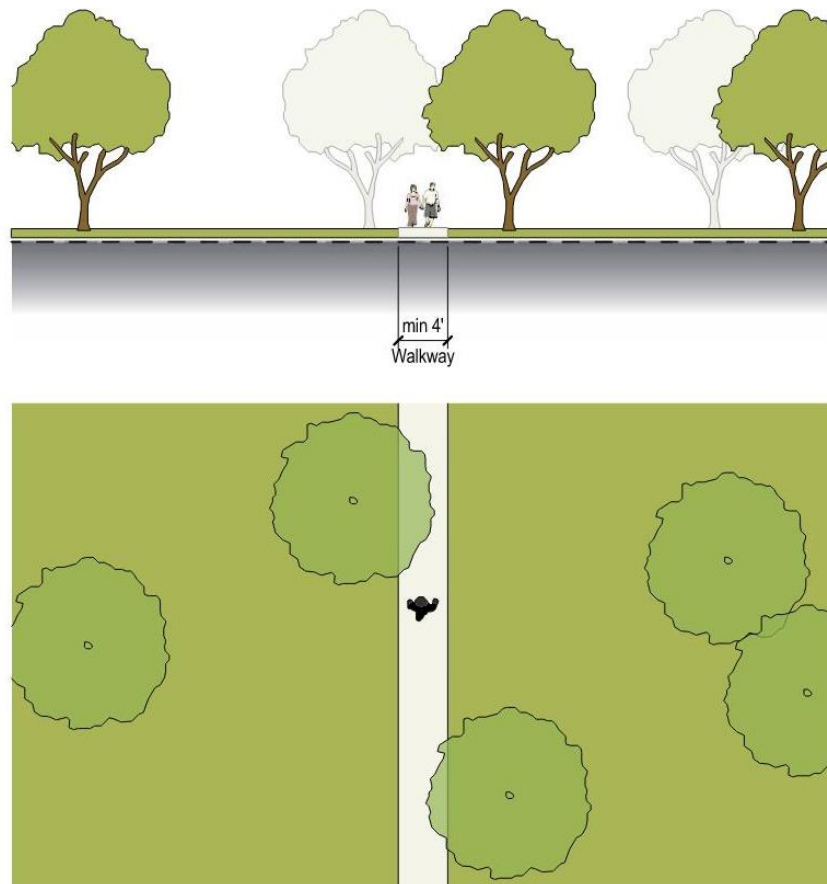
Figure 5-154 Multi-use Trail Layout



### 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-foot 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 5-156; they may be straight or curved per the individual site or open space design, but shall not be meandering.

Figure 5-165 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:
  - improve visibility of pedestrians waiting to cross and approaching vehicles;
  - visually narrow the perceived street width to encourage slower traffic speeds; and
  - 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 5-167 and 5-178.

Figure 5-176 Crosswalk With Colored Pavement

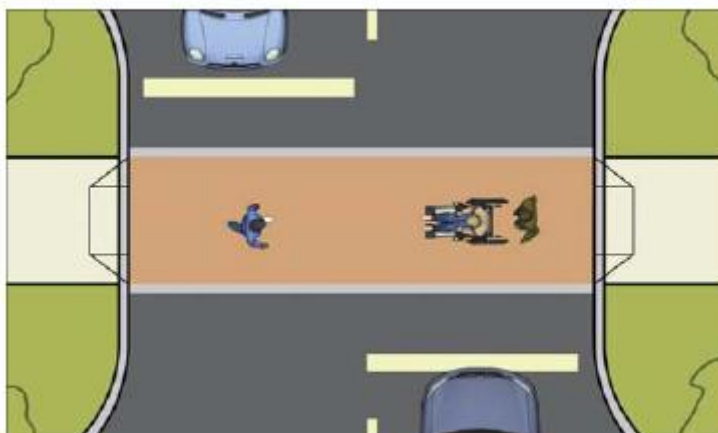
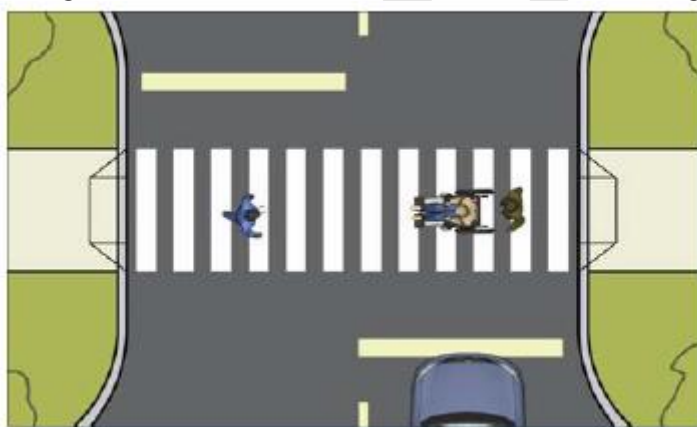


Figure 5-178 Crosswalk With Ladder Pavement Marking



- 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 5-198 shows a typical crosswalk configuration for a Street Layout without median.

Figure 5-189 Typical Pedestrian Crossing Without Refuge

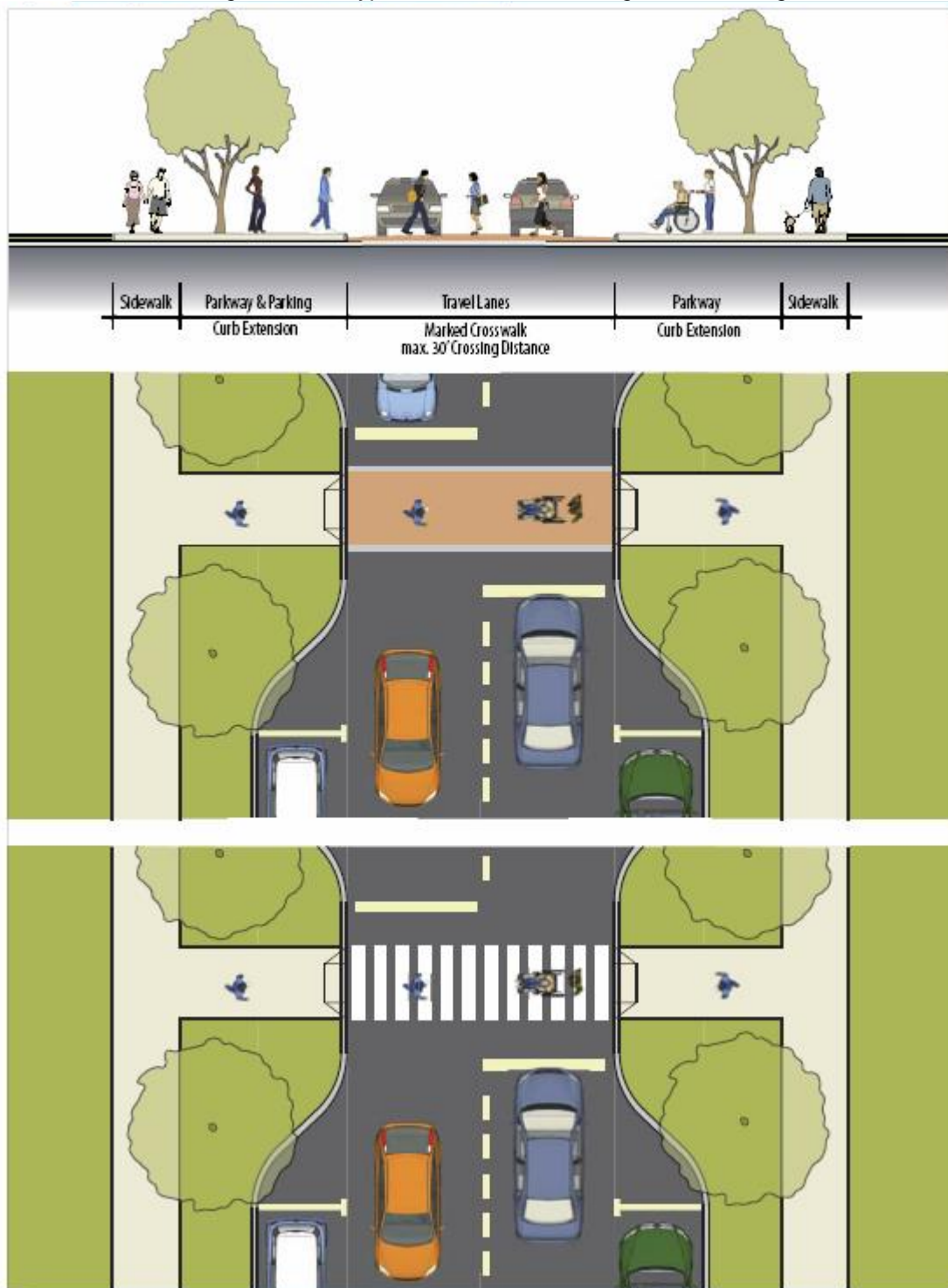
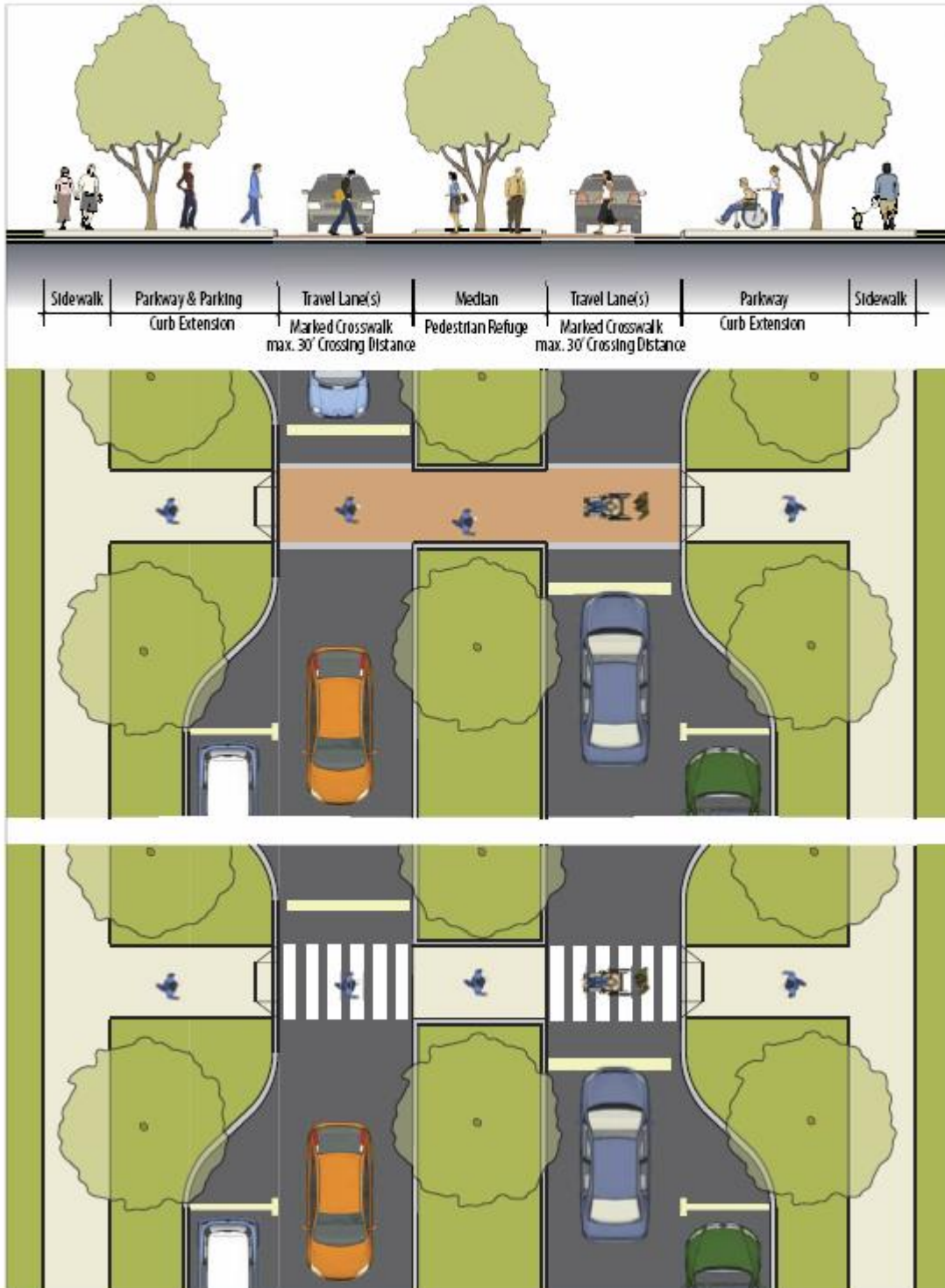


Figure 5-49-20 shows a typical crosswalk configuration for a Street Layout with median.

Figure 5-49-20. 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	
<u>Phase I</u>				<u>Onsite</u>	<u>Offsite</u>
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	
<u>Phase II</u>				<u>Onsite</u>	<u>Offsite</u>
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	
<u>Phase III</u>				<u>Onsite</u>	<u>Offsite</u>
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
<u>Required</u>			
<u>B1, B2, B3</u>			<u>121</u>
<u>B4, B5</u>	<u>.89</u>	<u>68</u>	<u>61</u>

<u>Support (B4)</u>	<u>1/1,000</u>	<u>+/- 1,800 SF</u>	<u>2</u>
<u>Employee (B4)</u>		<u>3</u>	<u>3</u>
<b><u>Total Required</u></b>			<b><u>187</u></b>
<b><u>To be Provided</u></b>			<b><u>189</u></b>

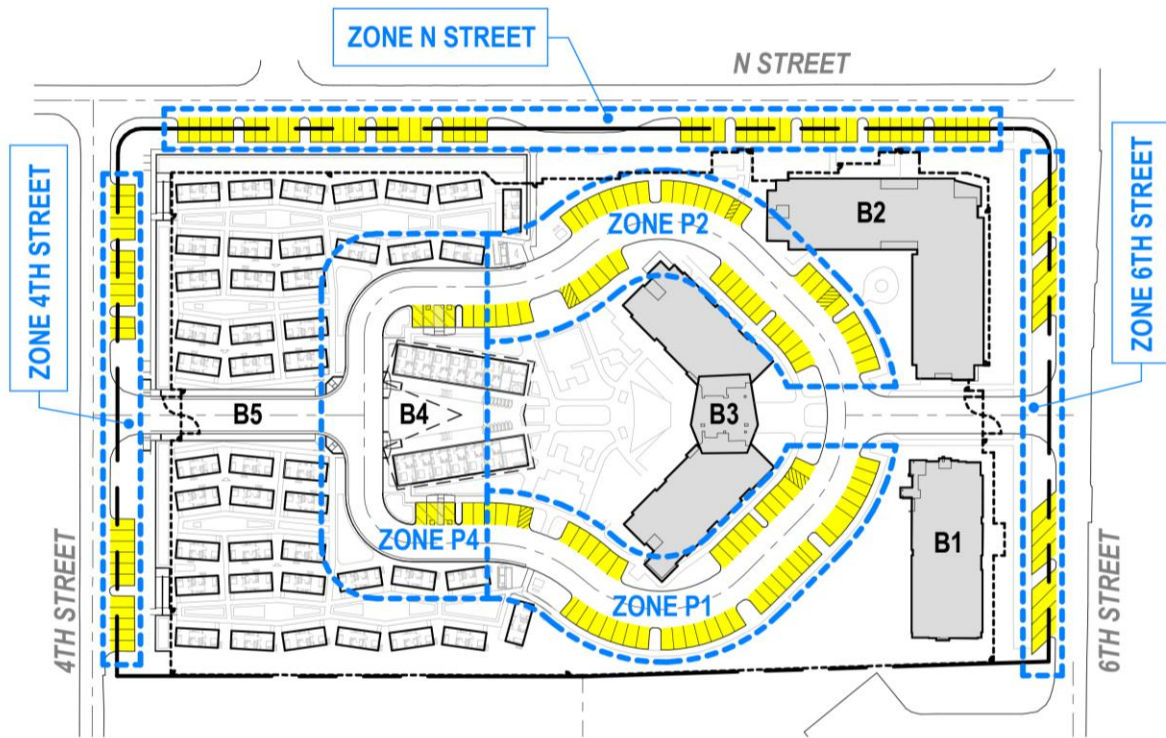
Long-term parking shall be accommodated on the street and along the Public Realm area. The location of parking areas and the manner in which they are accessed are specified in the Development Standards.

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

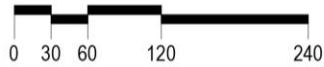


PROPOSED PARKING DIAGRAM

LEGEND

- Parking Spaces
- Parking Zones

NORTH



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:	<b>189 Spaces</b>
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### 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.

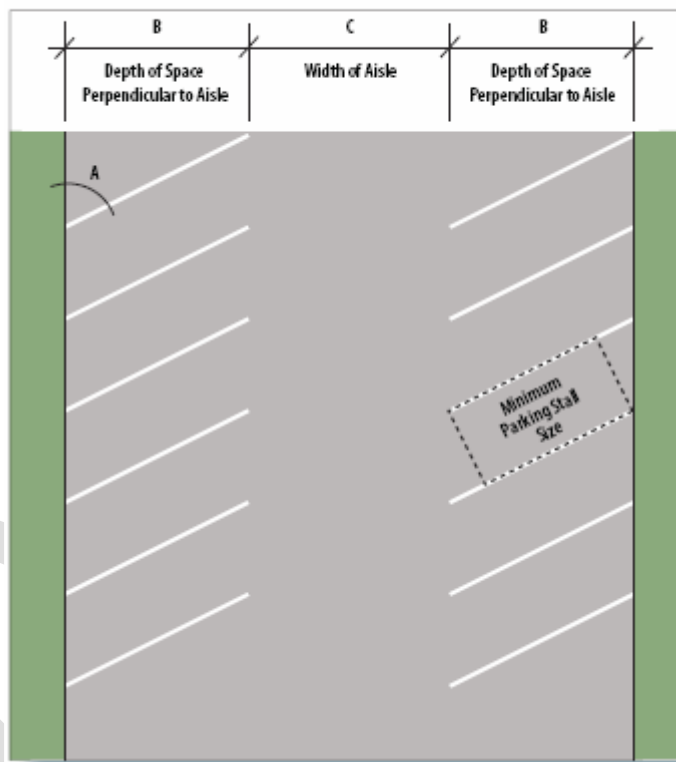
- When less than five parking spaces are provided, at least one shall be 14 feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.
- Accessible parking spaces 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.

### 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 49\_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-~~2022~~. The paved parking stall depth may be decreased by up to two feet by providing an equivalent vehicle overhang into landscaped areas.

Figure 5-~~2022~~: 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

Traffic Flow	A Angle of Parking	B Minimum Depth of Space Perpendicular to Aisle	C 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.

### **Parking Lot Pedestrian Access:**

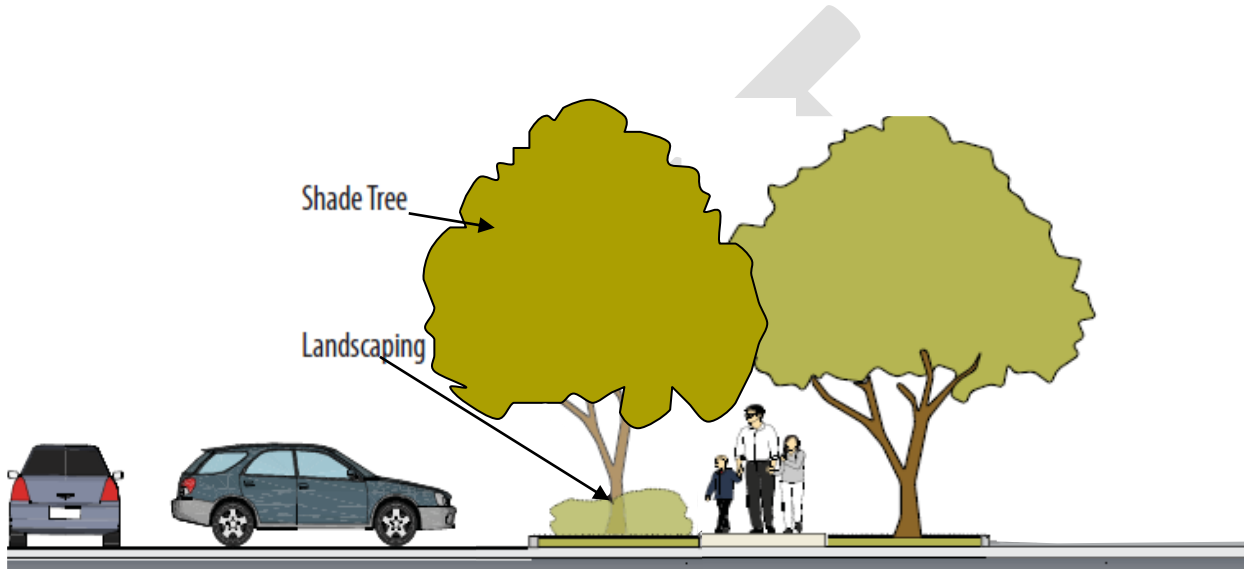
- Pedestrian walkways shall comply with the regulations set forth in Section 5.6.6, Street Layout. Vehicle overhangs shall not encroach into the minimum width.
- Pedestrian walkways shall be provided as follows:
  - At least one walkway shall be provided for each parking lot for pedestrian circulation and building access.
  - 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 5-24-23.

Figure 5-24-23 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 5-2224.

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).

## 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*

### 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:
  - 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.
  - 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).

## 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 (ET<sub>o</sub>) 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

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.





*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.

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:

A backflow prevention valve;

A smart irrigation controller;

Anti-drain check valves installed at strategic points to minimize or prevent low-head drainage; and

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:

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 by container size.

Designation of hydrozones.

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.
- Irrigation plans shall identify and site the following:
  - Irrigation point of connection (POC) to the water system.
  - Static pressure at the water system.
  - Location and size of the water meter(s).
  - 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.
  - 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.
  - Precipitation rate (inches per hour) for each overhead spray circuit.
  - 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.
  - Irrigation system details for assembly and installation.
  - 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

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*

#### 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:

- 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.



*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 building 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.



- 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 throughout. 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.



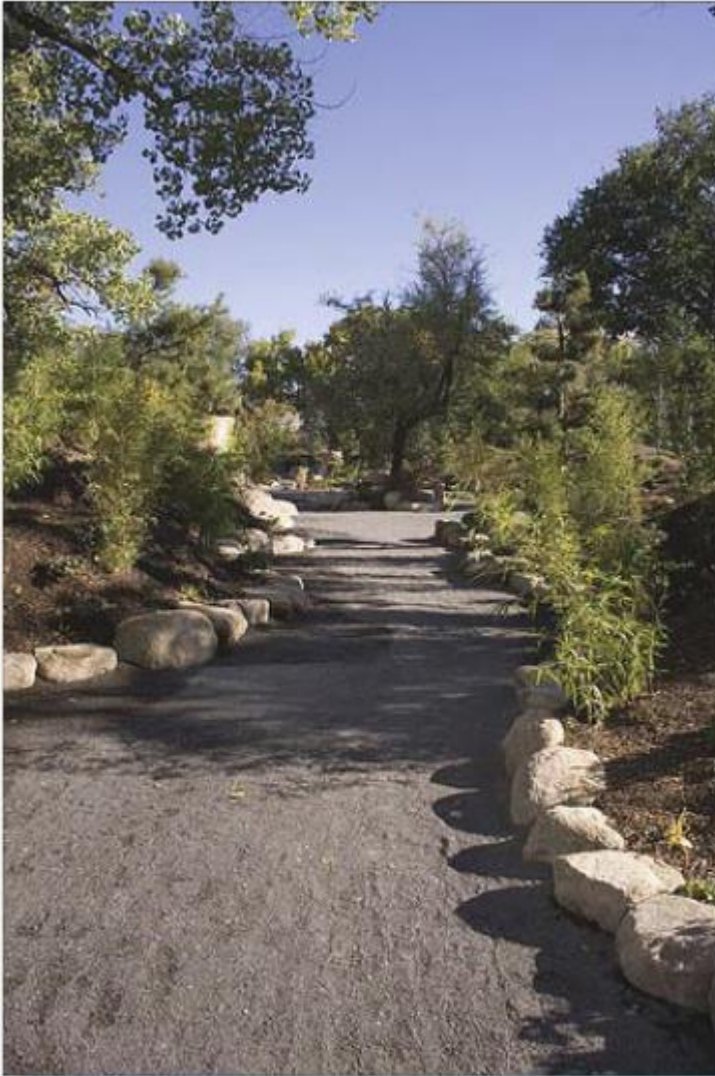
*Courtyard with table and chairs*

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.

## **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

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.

□ 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:

- 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.



*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.

### **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.

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.





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.



*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.



*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.

## 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.

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 <sup>1</sup>
Parcel Maps / Tract Maps		X
Variances		X <sup>2</sup>
Plot Plan	X <sup>3</sup>	X <sup>4</sup>
Minor Land Subdivisions	X	
Administrative Variances	X <sup>2</sup>	

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.

DRAFT



## 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 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 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  $46^{\circ}53'34''$  West a distance of 2188.84 feet; thence South  $44^{\circ}59'42''$  West a distance of 523.96 feet to the True Point of Beginning.

Thence North  $00^{\circ}23'59''$  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  $89^{\circ}58'12''$ ; thence South  $89^{\circ}37'49''$  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 of  $90^{\circ}06'16''$ ; thence South  $0^{\circ}28'27''$  West a distance of 415.34 feet; thence South  $88^{\circ}31'28''$  West a distance of 360.54 feet to the True Point of Beginning. Said parcel contains 3.65 net acres more or less.

Parcel 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  $46^{\circ}53.34$ . West a distance of 2188.84 feet; thence North  $81^{\circ}59.53$ . West a distance of 557.63 feet to the True Point of Beginning;

Thence North  $89^{\circ}38.09$ . 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  $89^{\circ}53.39$ .; thence South  $0^{\circ}28.12$ . West a distance of 348.22 feet; thence South  $89^{\circ}45.16$ . East a distance of 214.60 feet; thence North  $00^{\circ}27.48$ . 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  $46^{\circ}53.34$ . West a distance of 2188.84 feet; thence North  $81^{\circ}59'53$ . West a distance of 557.63 feet to the True Point of Beginning; Thence South  $89^{\circ}38.09$ . 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  $90^{\circ}02'08''$ ; thence South  $0^{\circ}23.59$ . West a distance of 427.61 feet; thence North  $89^{\circ}33.16$ . West a distance of 359.97 feet; thence North  $0^{\circ}28'12''$  West a distance of 78.93, feet; thence South  $89^{\circ}45.16$ . East a distance of 214.60 feet; thence North  $00^{\circ}27.48$ . 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

## 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

# 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.

## 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.

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,

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.



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

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.

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

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.

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

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.

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.



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

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.

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.

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.

DRAFT

# 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

<b>2009 Use</b>	<b>Former Air Force Use</b>	<b>Building Number</b>	<b>Year of Construction</b>	<b>Square Footage</b>	<b>2011 Status</b>
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.	<b>Construction Activity Pollution Prevention</b>	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	<b>Site Selection</b>	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.	<b>Development Density &amp; Community Connectivity</b>	1	<b>Option 1.</b> Construct on previously developed site <b>AND</b> 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) <b>OR</b> <b>Option 2.</b> Construct on previously developed site <b>AND</b> within ½ mile of a residential zone or neighborhood with an average density of 10 units per acre net <b>AND</b> 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		<b>Brownfield Redevelopment</b>		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	<b>Alternative Transportation, Public Transportation</b>	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



		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 <b>OR</b> 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 1/2 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.	<b>Alternative Transportation, Bicycle Storage &amp; Changing Rooms</b>		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. <b>AND</b> 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 1/4 mile of the building(s) or serviced by a campus shuttle.	<b>Alternative Transportation, Low-Emitting and Fuel-Efficient Vehicles</b>	1	<b>Option 1.</b> Provide low-emitting and fuel-efficient vehicles for 3% of FTE occupants <b>AND</b> provide preferred parking for these vehicles. <b>OR Option 2.</b> 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. <b>Option 1</b> 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. <b>Option 2</b> 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	<b>Alternative</b>	1	<b>Option 1.</b> 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.	<b>Transportation,</b> Parking Capacity		to not exceed minimum local zoning AND provide preferred parking for carpools or vanpools for 5% of the total provided parking. <b>OR Option 2.</b> Provide parking for less than 5% of FTE building occupants, parking that is provided is for carpool or vanpool <b>OR Option 4</b> 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		<b>Site Development,</b> Protect of Restore Habitat	1	N/A	N/A	N/A	0
Credit 5.2	N		<b>Site Development,</b> 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	<b>Stormwater Design,</b> Quantity Control	1	<b>Option 1.</b> (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. <b>OR</b> Implement a stormwater management plan that protects receiving stream channels from excessive erosion by implementing a stream channel protection strategy and quantity controls strategies. <b>OR Option 2.</b> (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). <b>OR</b> 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

		from Stormwater runoff.	pollutants from Stormwater runoff. <b>Stormwater Design, Quality Control</b>		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. <b>AND</b> 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 Reflectance 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.	<b>Heat Island Effect, Non-Roof</b>	1	<b>Option 1.</b> 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 <b>OR</b> <b>Option 2.</b> 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. <b>AND Option 1.</b> 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. <b>OR Option 2.</b> Total number of parking spaces provided on-site, total number of covered parking spaces provided on-site, <b>AND</b> (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.	<b>Heat Island Effect, Roof</b>	1	<b>Option 1.</b> Use roofing materials having a SRI $\geq 78$ for low sloped roof, SRI $\geq 29$ for steep-sloped roof <b>OR</b> <b>Option 2.</b> Install a vegetated roof for at least 50% of the roof area. <b>OR</b> <b>Option 3.</b> Install a combination of the two (see reference guide)	Design Submittal. <b>Option 1</b> Provide total area of installed SRI compliant roofing materials, Provide a listing of installed roofing materials and their SRI values. <b>OR</b> <b>Option 2</b> Provide total area of installed green roof systems. <b>OR</b> <b>Option 3.</b> 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. <b>AND</b> Optional narrative.	Optional	0
Credit 8	Y	"Minimize light trespass from the building and the site, reduce sky-glow to	<b>Light Pollution Reduction</b>	1	For exterior lighting: Only light as required for safety and comfort.	Design Submittal. Provide copies of the project lighting	4.9.9	1

		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. <b>AND</b> 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. <b>AND</b> 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 resources available on or near the project site, for landscape irrigation.	<b>Water Efficient Landscaping,</b> 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.	<b>Water Efficient Landscaping,</b> No Potable Use or No Irrigation	1	Achieve Credit 1.1 <b>AND</b> 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.	<b>Innovative Wastewater Technologies</b>	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	<b>Water Use Reduction,</b> 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

		<p>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.</p>			<p>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.</p>	<p>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</p>		
Credit 3.2	O	<p>Individual users may attempt to achieve this requirement on their own but it will not be required as part of the Specific Plan.</p>	<p><b>Water Use Reduction, 30% Reduction</b></p>	1	<p>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.</p>	<p>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</p>	Optional	0
Prereq 1	y	<p>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</p>	<p><b>Fundamental Commissioning of the Building Energy Systems</b></p>	Required	<p>1) Designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the commissioning</p>	<p>Construction Submittal. Provide name and company information for the CxA. Confirm that the 6 tasks have been completed. Provide a narrative.</p>	4.10.8	1

		<p>construction documents. Systems to be commissioned: Heating, ventilating, air conditioning, and refrigeration systems (HVAC&amp;R ) and associated controls, lighting and daylighting controls and domestic hot water systems</p>			<p>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)</p>			
Prereq 2	y	<p>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</p>	<b>Minimum Energy Performance</b>	Required	<p>Design building to comply with mandatory provisions of ASHRAE/IESNA Standard 90.1-2004; <b>and</b> the prescriptive requirements or performance requirements of ASHRAE/IESNA Standard 90.1-2004.</p>	<p>Design Submittal. Confirm that the project meets The requirements of the ASHRAE 90.1-2004, Provide an optional narrative</p>	4.10.8	1

		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 <a href="http://www.energycodes.gov/implementation/determinations_com.stm">www.energycodes.gov/implementation/determinations_com.stm</a> .						
Prereq 3	y	Reduce ozone depletion.	<b>Fundamental Refrigerant Management</b>	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. <b>OR</b> 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 than Title 24 in the Specific Plan will allow buildings in to qualify 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.	<b>Optimize Energy Performance</b>	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; <b>AND</b> 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

					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.	<b>On-Site Renewable Energy</b>	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	<b>Enhanced Commissioning</b>	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



					<p>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&amp;M staff and occupants. Include a plan for resolution of outstanding commissioning-related issues.</p>			
Credit 4	Y	Reduce ozone depletion and support early compliance with the Montreal Protocol while minimizing direct contributions to global warming.	<b>Enhanced Refrigerant Management</b>	1	<p><b>OPTION 1</b> Do not use refrigerants. <b>OR</b>  <b>OPTION 2</b> Select refrigerants and HVAC&amp;R that minimize or eliminate the emission of compounds that contribute to ozone depletion and global warming. The base building HVAC&amp;R equipment shall comply with the following formula, which sets a maximum threshold for the</p>	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

					combined contributions to ozone depletion and global warming potential <b>AND</b> 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	<b>Measurement &amp; Verification</b>	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.	<b>Green Power</b>	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. <b>OR</b> Use the Department of Energy (DOE) Commercial Buildings Energy Consumption Survey (CBECS) database to determine the estimated electricity use.	Construction Submittal. <b>OPTION 1</b> Provide the name of the green power provider and contract term. Provide total annual electricity consumption (kWh) and total annual green power purchase (kWh). <b>OPTION 2</b> 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
<b>Atmosphere &amp; Energy Totals</b>			<b>9 (yes) - 0 (no) - 2 (optional)</b>					
<b>Materials &amp; Resources</b>	<b>Yes/No/Optional</b>	<b>Intent / Comments</b>	<b>Credit Name</b>	<b>Possible Points</b>	<b>Credit Language</b>	<b>Submittal Documentation</b>	<b>Specific Plan Location</b>	<b>Actual Points</b>
Prereq 1	Y	Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills.	<b>Storage &amp; Collection of Recyclables</b>	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. <i>A guide for the recycle area size is provided on Page 240,</i>	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

					<i>table 1 Recycling Area Guidelines of the Reference Guide.</i>	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.	<b>Building Reuse,</b> 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.	<b>Building Reuse,</b> 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.	<b>Building Reuse,</b> 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.	<b>Construction Waste Management,</b> 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

					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.	<b>Construction Waste Management, Divert 75% from Disposal</b>	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.	<b>Materials Reuse, 5%</b>	1	Use salvaged, refurbished or reused materials such that the sum of these materials constitutes at least <b>5%</b> , based on cost, of the total value of materials on the project. <i>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</i>	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.	<b>Materials Reuse, 10%</b>	1	Use salvaged, refurbished or reused materials such that the sum of these materials constitutes at least <b>10%</b> , based on cost, of the total value of materials on the project. <i>Mechanical, electrical and plumbing components and specialty items such as elevators and equipment shall not be</i>		Optional	0

					<i>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</i>			
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.	<b>Recycled Content,</b> 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 <b>10%</b> ( <i>based on cost</i> ) 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. <i>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)</i>	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.	<b>Recycled Content,</b> 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 <b>20%</b> ( <i>based on cost</i> ) 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

					<p>multiplied by the cost of assembly to determine the recycled content value.  <i>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.</i>  <i>Furniture may be included, providing it is included consistently in MR Credits 3–7.</i>          (See reference guide pages 265-271 for specific definitions of post-consumer content and pre-consumer content)</p>	<p>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</p>		
Credit 5.1	Y	<p>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.</p>	<p><b>Regional Materials,</b>          10% Extracted, Processed &amp; Manufactured Regionally</p>	1	<p>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 <b>10%</b> (<i>based on cost</i>) 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 (<i>by weight</i>) shall contribute to the regional value.  <i>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.</i>  <i>Furniture may be included, providing it is included consistently in MR Credits 3–7.</i></p>	<p>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.</p>	4.10.5	1
Credit 5.2	O	<p>Increase demand for building materials and products that are extracted And manufactured within the region, thereby supporting the use of indigenous</p>	<p><b>Regional Materials,</b>          20% Extracted, Processed &amp; Manufactured Regionally</p>	1	<p>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 <b>20%</b>, <i>based on cost</i>)</p>		Optional	0

		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. <i>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.</i>	<b>Rapidly Renewable Materials</b>	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	<b>Certified Wood</b>	1	N/A	N/A	N/A	0

|

		include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3–7.						
<b>Indoor Environmental Quality</b>	<b>Yes/No/Optional</b>	<b>Intent / Comments</b>	<b>Credit Name</b>	<b>Possible Points</b>	<b>Credit Language</b>	<b>Submittal Documentation</b>	<b>Specific Plan Location</b>	<b>Actual Points</b>

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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. California 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)

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 carolina (Carolina Laurel Cherry)  
Prunus cerasifera 'Krauter Vesuvius' (Purple Leaf Plum)  
Pyrus C. 'Bradford' (Bradford Pear)  
Quercus agrifolia (Coast Live Oak)  
Quercus engelmannii (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. (Australian 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)

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)  
Raphiolepis indica species (Indian Hawthorn)  
Rhus integrifolia (Lemonade Berry)  
Ribes speciosum (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)

# 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

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.

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.

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 flairs 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.

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.



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).

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.

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.

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.

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.

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.

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.

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.



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.

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.

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.

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 manner 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.

# 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.*

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.

DRAFT

## Appendix J – Project Preparation Team

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March Joint Powers Authority  
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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

## 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, 4<sup>th</sup> 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, 4<sup>th</sup> Street and N Street, Riverside County, California, prepared by Southern California Soil and Testing, Inc., dated November 18, 2010. SCS&T 1031003F-2.



# 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)

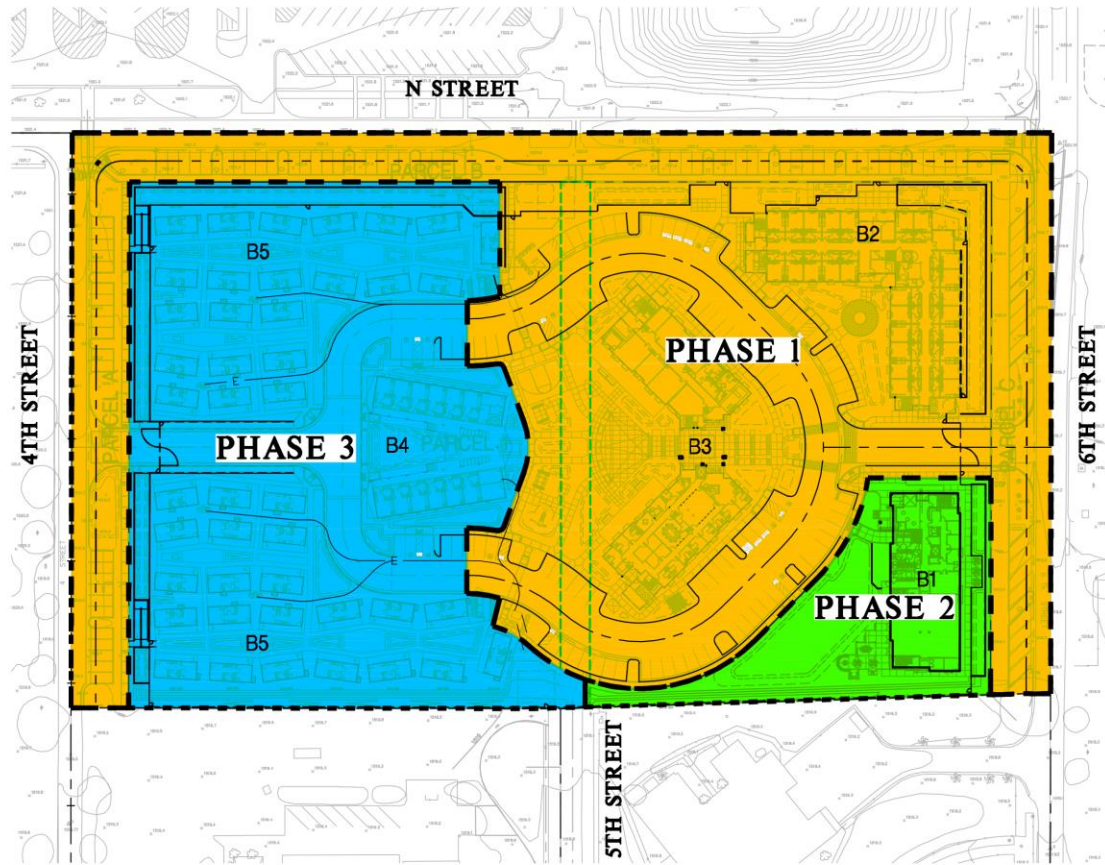
### Phase 2 Improvements

Includes Building 1 (Three story, 15-two bedroom units, 1-one bedroom managers unit, administrative offices, and multipurpose space)

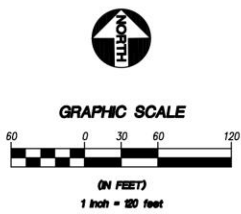
### Phase 3 Improvements

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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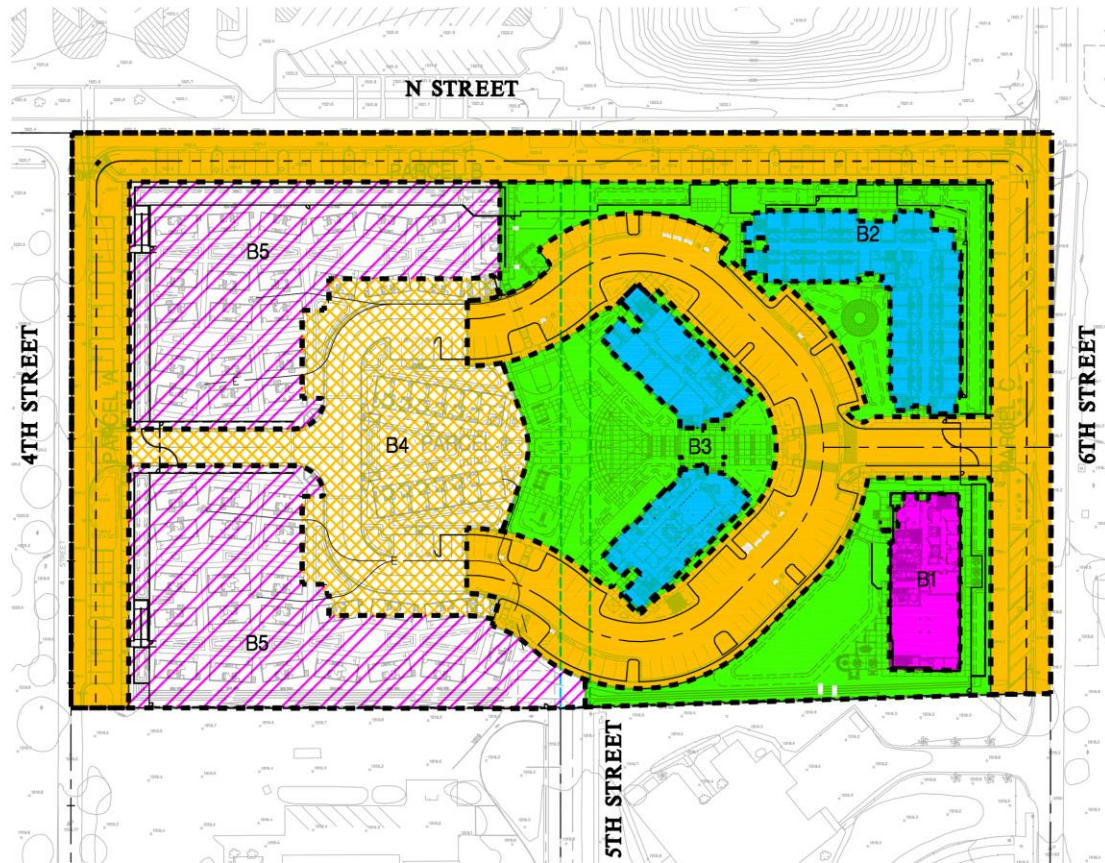


OVERALL PHASING PLAN

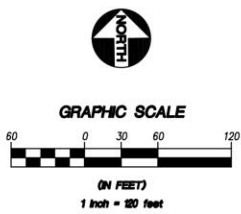


**LEGEND**

----- PHASE BOUNDARY

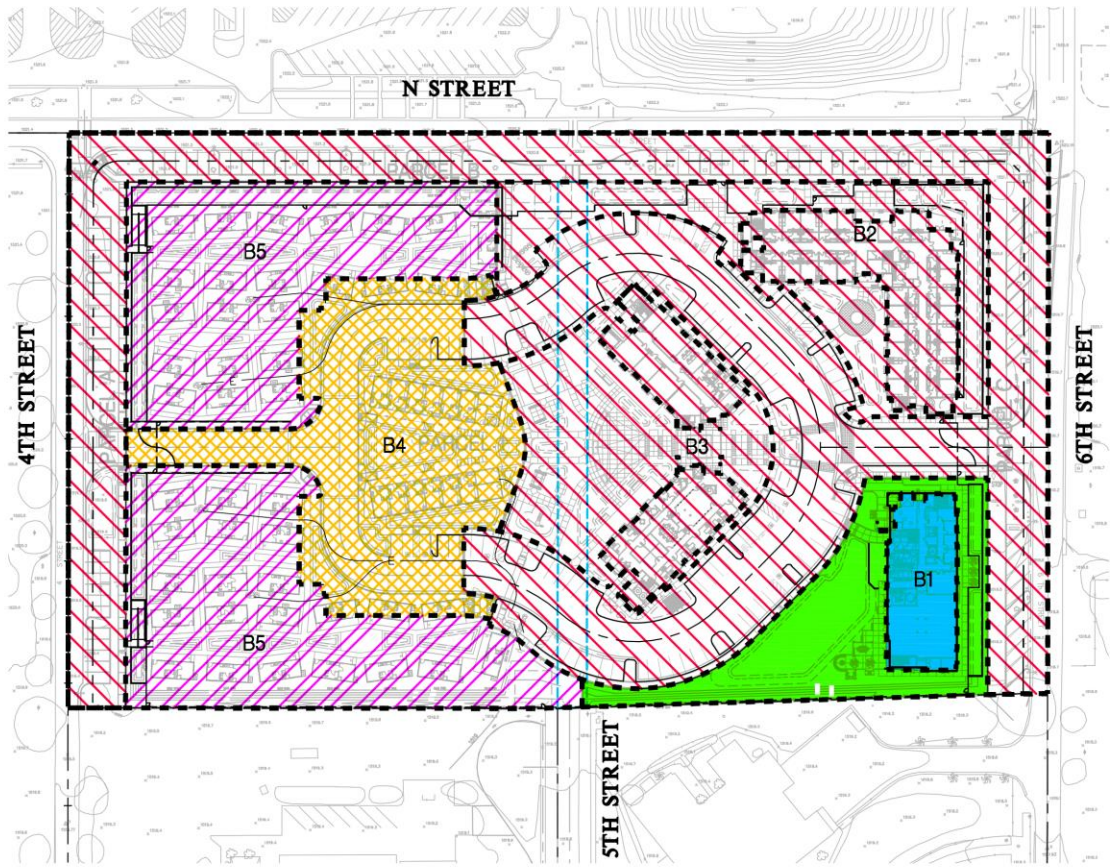


PHASE 1 IMPROVEMENTS

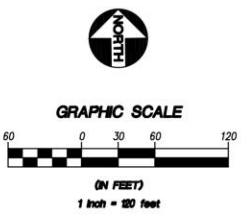


**LEGEND**









- IMPROVEMENTS BOUNDARY
- STREET IMPROVEMENTS
- BUILDING IMPROVEMENTS
- LANDSCAPE IMPROVEMENTS
- BUILDING PAD
- UNDEVELOPED / MASS GRADED PAD
- TEMPORARY / INTERIM STREET IMPROVEMENTS

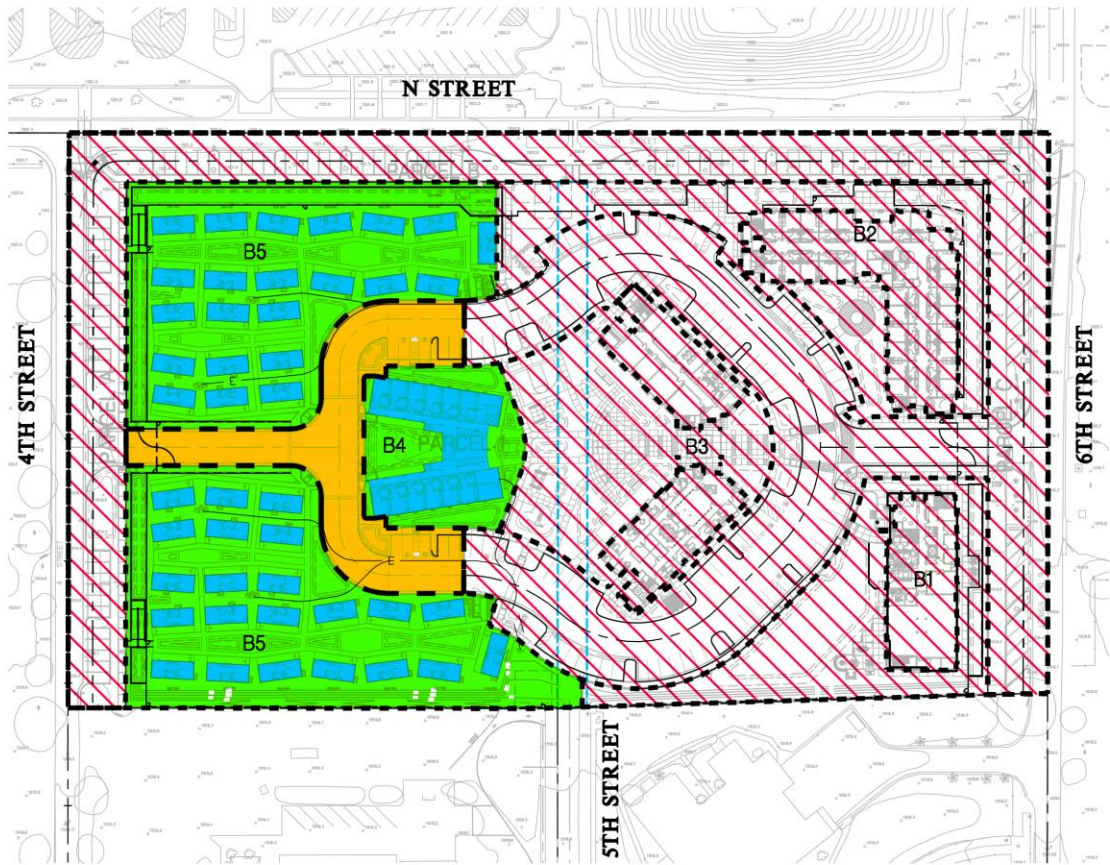


PHASE 2 IMPROVEMENTS

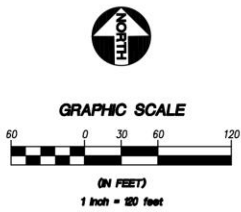


**LEGEND**

	IMPROVEMENTS BOUNDARY
	STREET IMPROVEMENTS
	BUILDING IMPROVEMENTS
	LANDSCAPE IMPROVEMENTS
	BUILDING PAD
	TEMPORARY / INTERIM STREET IMPROVEMENTS
	DEVELOPED SITE
	UNDEVELOPED / MASS GRADED PAD



PHASE 3 IMPROVEMENTS



**LEGEND**

- IMPROVEMENTS BOUNDARY
- Orange Box: STREET IMPROVEMENTS
- Blue Box: BUILDING IMPROVEMENTS
- Green Box: LANDSCAPE IMPROVEMENTS
- Red Hatched Box: DEVELOPED SITE

## 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. (MIPA 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<sup>2</sup> 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 genus and species that is proposed. All warm season turf species are acceptable, except for St Augustine.
- 39. Remove and replace *Salvia greggii* '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](http://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 1/2" x 2 1/2") (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**

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**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**

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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**



# MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518  
 (951) 656-7000 | FAX (951) 653-5558 | WEBSITE: [www.marchjpa.com](http://www.marchjpa.com) | E-MAIL: [info@marchjpa.com](mailto:info@marchjpa.com)

## NOTICE OF DETERMINATION

<b>TO:</b>	<input type="checkbox"/> Clerk of the Board of Supervisors or <input checked="" type="checkbox"/> <b>County Clerk</b> County of: Riverside Address: 2724 Gateway Drive Riverside, CA 92507	<b>FROM:</b>	<b>Public Agency/Lead Agency:</b>  March Joint Powers Authority Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Jeffrey M. Smith, AICP Phone: (951) 656-7000
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<b>TO:</b>	<input checked="" type="checkbox"/> Office of Planning and Research P. O. Box 3044 Sacramento, CA 95812-3044  <input type="checkbox"/> 1400 Tenth Street (overnight or hand delivery) Sacramento, CA 95814	Lead Agency (if different from above)  Address:  Contact: Phone:	
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**SUBJECT:** Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

<b>State Clearinghouse Number (If submitted to SCH):</b> 2008071021	
<b>Project Title:</b> 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)	
<b>Project Applicant:</b> United States Veterans Housing Corporation	
<b>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):</b>	
<p>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.</p>	
<b>General Project Location (City and/or County):</b> County of Riverside	
<b>Project Description:</b> The proposed Project consists of the following:	
<p><u>Specific Plan, Amendment 1 (SP-6, A1):</u> 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.</p> <p><u>Plot Plan, Amendment 1 (PP 10-02, A1):</u> The proposed Plot Plan Amendment would allow for the development of the following:</p> <ul style="list-style-type: none"> <li><b>Transitional Housing Building (B4)</b> - 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</li> </ul>	

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

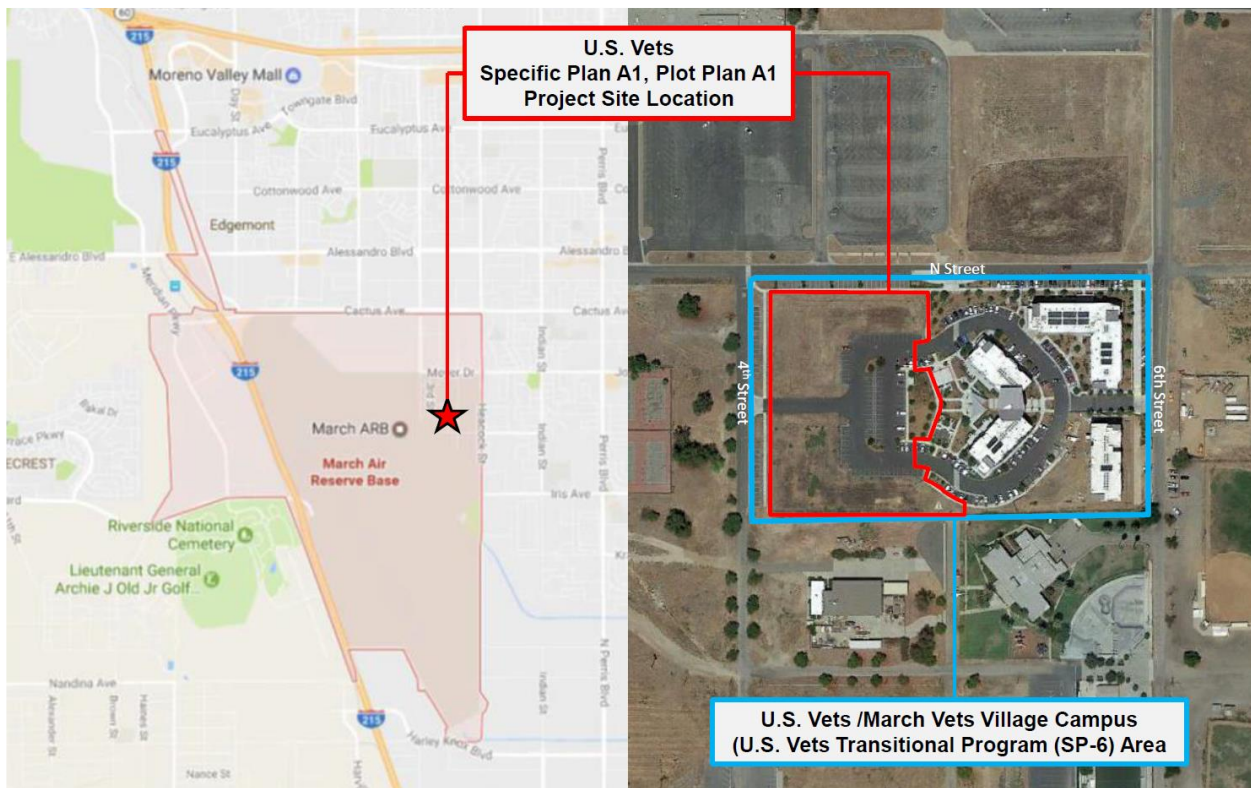
This is to advise that the ( **Lead Agency** or  Responsible Agency) has approved the above described project on **January 10, 2024** and has made the following determinations regarding the above described project:

1.	<input type="checkbox"/> The project will have a significant effect on the environment.
	<input checked="" type="checkbox"/> <b>The project will NOT have a significant effect on the environment</b>
2.	<input type="checkbox"/> An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/> A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/> A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input checked="" type="checkbox"/> <b>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.</b>
3.	<input checked="" type="checkbox"/> <b>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.</b>
	<input type="checkbox"/> Mitigation measures were NOT made a condition of the approval of the project.
4.	<input type="checkbox"/> A Mitigation Monitoring or Reporting Plan was adopted for this project.
	<input checked="" type="checkbox"/> <b>A Mitigation Monitoring or Reporting Plan was NOT adopted for this project.</b>
5.	<input type="checkbox"/> A Statement of Overriding Considerations was adopted for this project.
	<input checked="" type="checkbox"/> <b>A Statement of Overriding Considerations was NOT adopted for this project but were made when the EIR was certified.</b>
6.	<input checked="" type="checkbox"/> <b>Findings were made pursuant to the provisions of CEQA.</b>
	<input type="checkbox"/> Findings were NOT made pursuant to the provisions of CEQA.
	<input checked="" type="checkbox"/> <b>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)</b>

<b>Custodian:</b> March Joint Powers Authority	<b>Location:</b> 14205 Meridian Parkway, Suite 140 Riverside, CA 92518
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<b>Date:</b> <u>March 13, 2024</u>	<b>Signature:</b> _____
<b>Date Received for Filing:</b> _____	<b>Title:</b> <u>Principal Planner</u>

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 JOINT POWERS AUTHORITY**  
**AND**  
**MARCH INLAND PORT AIRPORT AUTHORITY**

***MJPA & MIPAA Operations – Consent Calendar***  
***Agenda Item No. 11 (1)***

**Meeting Date:** March 13, 2024

**Action:** **APPROVE AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) BETWEEN THE MARCH JOINT POWERS AUTHORITY, MARCH INLAND PORT AIRPORT AUTHORITY AND MERIDIAN PARK, LLC FOR PARCEL D-1 NORTH AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve Amendment No. 1 to the Exclusive Negotiating Agreement (ENA) between the March Joint Powers Authority, March Inland Port Airport Authority and Meridian Park, LLC for Parcel D-1 North and authorize the Chief Executive Officer to execute the Agreement.

**Background:**

On April 8, 2020, the Commission of the March Inland Port Airport Authority (MIPAA) approved an Exclusive Negotiating Agreement with Meridian Park LLC with the following terms:

- Meridian shall make a payment to JPA in the amount of \$50,000.00 in consideration for JPA entering into this Agreement.
- Meridian shall reimburse JPA for all of JPA’s reasonable, third-party costs actually incurred by JPA arising from this Agreement.
- JPA intends to negotiate the terms of the Ground Lease, and Meridian intends to pursue final, non-appealable entitlements permitting the development of Parcel D-1 North for Meridian's intended use for a period of up to two (2) years from the Effective Date, and in addition, Meridian shall have two (2) options to extend the Agreement for one (1) year each provided that Meridian pay JPA \$25,000.00 upon the exercise of each extension option.
- Ground Lease Term: Fifty (50) years with four (4) 10-year options to extend, unless state or federal law or a requirement of a state or federal agency with jurisdiction over the Property limits the term to a shorter period. The Term will commence upon Meridian obtaining the Entitlements.

- Ground Lease Rent: Six percent (6.0%) of the appraised unentitled land value of the Property and will increase every five (5) years by ten percent (10%). The Ground Lease Rent Commencement Date will be the date that both the Entitlements are approved and Meridian obtains permits for the construction of the primary building to be constructed on Parcel D-1 North.

Since the execution of the ENA, Meridian Park LLC expended approximately \$3 million in design and environmental costs pursuant to extensive coordination with the March Air Reserve Base and MIPAA staff, and has exhausted its time extension options under the agreement. The group is now requesting additional time to complete their review of the airport property and coordination with MIPAA and March ARB staff. As negotiations are close to completion with key stakeholders and studies are near complete, staff is in support of the proposed first amendment to the original ENA which proposes a period of up to two (2) years from the Effective Date, with two (2) options to extend the Agreement for one (1) year each. An extension fee of Twenty-Five Thousand Dollars (\$25,000.00) will be due to MIPAA upon execution of the agreement. All other terms of the original ENA will remain.

Staff recommends approval of Amendment No. 1 to the Exclusive Negotiating Agreement between the March Joint Powers Authority, March Inland Port Airport Authority and Meridian Park, LLC for Parcel D-1 North and to authorize the Chief Executive Officer to execute the Agreement.

**Attachment:**            1) Exclusive Negotiating Agreement for Parcel D-1 North, Amendment No. 1

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (“**Agreement**”), effective April 1, 2020 (the “**Effective Date**”), is between the MARCH JOINT POWERS AUTHORITY, a California joint powers authority (“**JPA**”), the MARCH INLAND PORT AIRPORT AUTHORITY, a California joint powers authority (“**MIPAA**”), and MERIDIAN PARK, LLC, a Delaware limited liability company (“**Meridian**”), under the terms and provisions set forth below. JPA, MIPAA, and Meridian is each sometimes hereinafter referred to as a “**Party**” and collectively they are referred to as the “**Parties.**” This Agreement is entered into with reference to the following facts and circumstances:

### RECITALS :

A. MIPAA is the owner of certain real property consisting of approximately 56 acres of land located south of Runway 12-30 on March Air Reserve Base known as Parcel D-1 that is generally depicted and described on Exhibit “A” attached hereto (the “**Property**”). JPA is the land-use authority with jurisdiction over the Property.

B. The Parties desire to enter into this Agreement to permit the Parties to negotiate exclusively with each other regarding the terms and conditions of a ground lease of the Property (the “**Ground Lease**”) and potentially one or more other agreements (collectively, the “**Additional Agreements**”), which will specify the rights, duties and obligations of the Parties with respect to the entitlement, leasing, and development of the Property by Meridian.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

### AGREEMENT :

1. Consideration. Within five (5) days after the Parties execution of this Agreement, Meridian shall make a payment to JPA in the amount of \$50,000.00 in consideration for JPA entering into this Agreement (“**Consideration for Exclusive Negotiation**”).

2. Reimbursement of JPA Costs.

2.1. In addition to paying the Consideration for Exclusive Negotiation, Meridian shall reimburse JPA for all of JPA’s reasonable, third-party costs actually incurred by JPA arising from this Agreement and its subject matter, (including, but not limited to, consultant fees and attorney fees associated with review and implementation of this Agreement or preparing the Ground Lease and Additional Agreements and related environmental review and other approvals) (“**Costs**”). Nothing in this Agreement requires JPA to disclose privileged information about Costs.

2.2. JPA may invoice Meridian for Costs incurred no more frequently than monthly. Meridian shall pay each invoice within 30 days after Meridian’s receipt of the invoice. If Meridian disputes any of the invoiced Costs, it shall pay the invoice within 30 days, as set forth above, but it may do so under protest. Meridian may request to meet and confer with JPA’s

executive director. Within 30 days of requesting to meet and confer regarding a Cost that was paid under protest, JPA's executive director, or her designee, shall meet and confer with Meridian in a good faith effort to resolve the dispute.

2.3. Meridian acknowledges that reimbursement of these Costs shall be in addition to those standard fees and expenses required by JPA for any permit, other required entitlement, or project processing.

2.4. If Meridian fails to timely make a Payment, JPA may refuse Meridian access to the Property and may refuse to continue negotiations until the Payment is deposited in JPA's account.

3. Lease Terms / Agreement to Negotiate Exclusively. The Parties agree that the Ground Lease will contain the terms contained in Exhibit "B" attached hereto. Subject to the terms and conditions of this Agreement, JPA agrees that, during the Exclusivity Period (as defined in Section 4 below), it shall negotiate exclusively with Meridian with respect to the Ground Lease and the rights, duties and obligations of the Parties with respect to the entitlement, development and leasing of the Property by Meridian. Without limiting the generality of the foregoing, JPA hereby agrees that during the Exclusivity Period it shall not have discussions or negotiate with any other party regarding the entitlement, marketing, development, leasing, acquisition, or sale of the Property.

4. Period of Exclusive Negotiations and Entitlement. The Parties intend to negotiate the terms of the Ground Lease, and Meridian intends to pursue final, non-appealable entitlements permitting the development of the Property for Meridian's intended use (the "**Entitlements**") for a period of up to two (2) years from the Effective Date ("**Exclusivity Period**"), and in addition, Meridian shall have two (2) options to extend the Exclusivity Period for one (1) year each provided that Meridian shall pay JPA \$25,000.00 upon the exercise of each extension option. If the Parties have not executed the Ground Lease prior to the expiration of the Exclusivity Period, then this Agreement shall terminate unless the Exclusivity Period has been mutually extended in writing by JPA and Meridian. In addition, Meridian shall have the right to terminate this Agreement upon five (5) days prior written notice to JPA. Upon the termination of this Agreement, any rights or obligations of the parties hereunder shall cease and terminate and be of no further force or effect (except for the provisions of Sections 5.3, 5.4, 7, and 11, which shall survive the termination of this Agreement). Without relieving either Party of its obligations under this Agreement, neither Party shall have any liability to the other Party if the Ground Lease is not executed due to the Parties' good faith failure to agree upon the terms of the Ground Lease.

5. Right to Enter; Indemnification.

5.1. Within ten (10) days after the Effective Date or within a reasonable time thereafter not exceeding thirty (30) days, JPA shall provide to Meridian with copies of all non-privileged material information and documents relating to the Property that are within JPA's possession and control, including any environmental, geo-technical, engineering and biological studies and surveys.

5.2. During the term of this Agreement, Meridian and its employees, agents, contractors, and consultants (collectively, “**Meridian Representatives**”) shall have the right to enter onto the Property at reasonable times upon written notice to JPA at least one business day prior to entry, to perform inspections, investigations, tests, and studies (“**Inspections**”). Following any such entry, Meridian agrees to return promptly any portions of the Property damaged or altered by any of the Meridian Representatives to the same or better condition than that which existed prior to the Inspections.

5.3. The Meridian Representatives shall use care and consideration in connection with all of their Inspections. Prior to any entry on the Property by any Meridian Representative, Meridian shall secure and maintain (i) a commercial general liability insurance policy in an amount of not less than One Million Dollars (\$1,000,000.00) that will cover the activities of the Meridian Representatives and shall name JPA as an additional insured thereunder, and (ii) workers’ compensation in accordance with the provisions of California law. Meridian agrees to indemnify, defend, and hold harmless JPA (including its officials, employees, agents, and representatives) from and against any and all claims, losses, damages, lawsuits or injury arising from the Inspections. However, Meridian shall have no liability as a result of its discovery of any hazardous substance presently existing on, under or about the Property.

5.4. Moreover, Meridian shall indemnify, defend, and hold JPA harmless from and against any and all claims, losses, damages, lawsuits or injury arising from the this Agreement, except when the claim arises solely from JPA’s gross negligence or willful misconduct. However, Meridian shall have no liability as a result of its discovery of any hazardous substance presently existing on, under or about the Property. The Parties anticipate that the Ground Lease and the Additional Agreements will contain indemnity provisions regarding the Parties’ indemnity obligations under each of those agreements.

6. Entitlements. During the Exclusivity Period, Meridian shall have the right, in its sole discretion, to process and obtain all governmental approvals, entitlements, and permits relating to Meridian’s proposed development and use of the Property. JPA as the owner of the Property shall reasonably cooperate with Meridian in its efforts to obtain the same from any third-party governmental authorities, including without limitation, by signing such documents as are reasonably requested by Meridian.

7. Proprietary Information. The Parties hereto agree to maintain any and all proprietary information exchanged between them as confidential, except to the extent that disclosure thereof is required by law. Notwithstanding the foregoing, each Party may disclose such information to its advisors, consultants, attorneys, accountants, and prospective investors, lenders and tenants so long as such parties agree to comply with the confidentiality restrictions set forth above in this Section 7.

8. Costs and Expenses. Meridian shall be responsible for paying its own costs and expenses incurred in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of its obligations under this Agreement.

9. Severability. If any term of this Agreement shall be held void, illegal, unenforceable, or in conflict with a federal, state or local law or ordinance applicable hereto, then the validity of

the remaining portions of this Agreement shall not be affected if all of the Parties agree in writing to sever the term in question.

10. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may not be amended, except in a writing signed by both Parties.

11. Attorneys' Fees. If any Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, each Party shall bear its own costs of litigation and dispute resolution, including attorneys' fees, regardless of which Party prevails.

12. Assignment. Neither Party may assign this Agreement or any rights under this Agreement without first obtaining the written consent of the other Party, which consent may be withheld in the sole discretion of either Party; provided, however, Meridian may, without JPA's consent, assign its rights under this Agreement to a subsidiary of Meridian or a limited liability company or other entity that is affiliated with and owned or controlled by, Meridian.

13. Notices. All notices, approvals, demands, or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by a nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic mail and shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) Business Days after the date of posting by the United States post office, or (iii) if given by electronic mail, when sent provided the Party sending such notice also provides evidence of such transmission to the other Party in accordance with the following sentence. Any notice, request, demand, direction or other communication sent by electronic mail must also be sent, together with evidence of the timely electronic mail transmission of the same, within twenty-four (24) hours by overnight courier.

To MIPAA or JPA:                      March Joint Powers Authority  
14205 Meridian Parkway  
Riverside, CA 92518  
Attn: Dr. Danielle Kelly  
Telephone: (951) 656-7000  
Email: kelly@marchjpa.com

with a copy to:                              Best Best & Krieger LLP  
2855 E Guasti Rd  
Suite 400  
Ontario, CA 91761  
Attn: Thomas Rice  
Telephone: (909) 466-4913  
Email: thomas.rice@bbklaw.com

To Meridian: Meridian Park, LLC  
567 San Nicolas Drive, Suite 270  
Newport Beach, CA 92660  
Attn: David O. Team  
Telephone: (949) 200-6731  
Email: dteam@waypointpg.com

with a copy to: Lewis Management Corp.  
1156 North Mountain Avenue  
Upland, CA 91786  
Attn: Timothy Reeves  
Telephone: (909) 579-1294  
Email: timothy.reeves@lewismc.com

with a copy to: Allen Matkins Leck Gamble Mallory and Natsis LLP  
1900 Main Street, 5<sup>th</sup> Floor  
Irvine, CA 92614  
Attn: Drew Emmel, Esq.  
Telephone: (949) 851-5433  
Email: demmel@allenmatkins.com

14. Neutral Interpretation. This Agreement is the product of negotiations between the Parties, and the interpretation and enforcement hereof is not to be interpreted in favor of one Party or the other.

15. No Third-Party Beneficiaries. This Agreement is made and entered into as solely for the benefit of JPA and Meridian and no other person shall have any rights under this Agreement as a third-party beneficiary (or otherwise).

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed (either as an Electronic Signature or manual signature) and delivered (either electronically or physically) shall be an original, but all of which shall constitute one and the same Agreement. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereof, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any party of an executed counterpart page electronically shall be as binding an execution and delivery of this instrument by such party as if the other party had received the actual physical copy of the entire instrument with a manual signature from such party. So long as this Agreement is fully executed, at least in counterparts, any counterpart set of the Agreement executed by the party against whom enforcement of this Agreement is sought (or any copy thereof) shall be admissible into evidence as an original hereof to prove the contents hereof.

17. Electronic Signatures. Each party agrees that if this Agreement utilizes “Electronic Signature(s),” whether digital or encrypted, such Electronic Signatures are intended to authenticate this writing and shall have the same force and effect as manual signatures for all purposes, including validity, enforceability, and admissibility. Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper

form of this Agreement may be destroyed. Each party agrees that following the electronic storage of this Agreement, any hard copy printout of such electronically stored Agreement will constitute an original of this Agreement. As used herein, an Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, (including facsimile signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

18. Governing Law. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Exclusive Negotiation Agreement as of the day and year first written above.

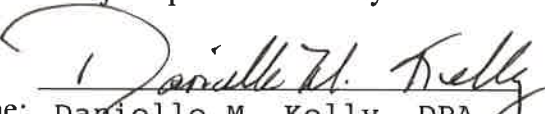
“JPA”

MARCH JOINT POWERS AUTHORITY  
a California joint powers authority

By:   
Name: Danielle M. Kelly, DPA  
Its: MJPA Executive Director

“MIPAA”

MARCH INLAND PORT AIRPORT AUTHORITY  
a California joint powers authority

By:   
Name: Danielle M. Kelly, DPA  
Its: MIPAA Executive Director

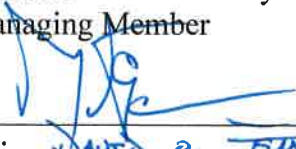
“MERIDIAN”

MERIDIAN PARK, LLC,  
a Delaware limited liability company

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

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

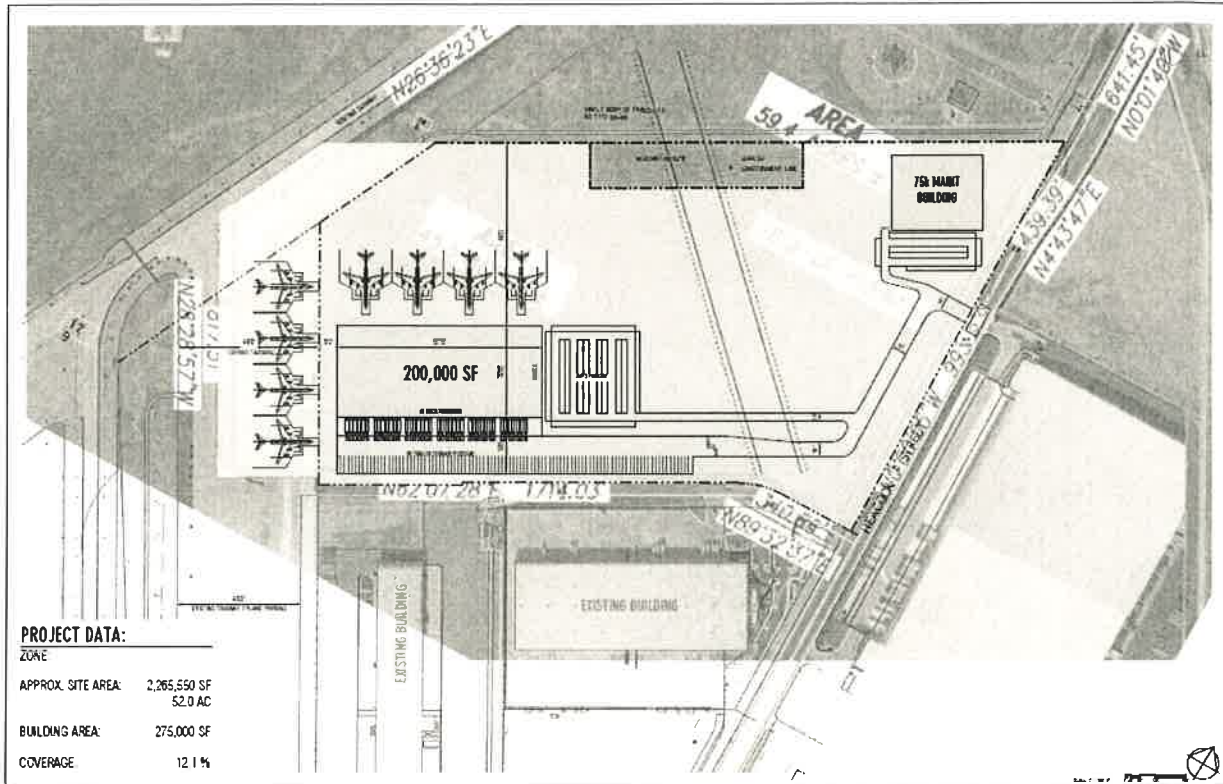
By: Waypoint Property Group, LLC  
a Delaware limited liability company,  
its Managing Member

By:   
Name: DAVID O. FELT  
Title: MANAGING MEMBER

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**EXHIBIT "A"**

**DEPICTION OF THE PROPERTY**



**PROJECT DATA:**

ZONE	
APPROX. SITE AREA:	2,265,550 SF 52.0 AC
BUILDING AREA:	275,000 SF
COVERAGE	12.1%



**D-1 SITE**

MARCH JPA RIVERSIDE, CA

PRELIMINARY SITE PLAN - SCHEME 06


A1-06

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**LEGAL DESCRIPTION OF THE PROPERTY**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY BOUNDARY OF PARCEL 13 AS SHOWN ON MAP FILED IN BOOK 110 PAGES 30 TO 40 INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE WESTERLY LINE OF HEACOCK STREET, 60.00 FEET WIDE, AS SHOWN ON MAP FILED IN BOOK 124 PAGES 69 TO 81 INCLUSIVE, OF SAID RECORDS OF SURVEY; THENCE SOUTH 00°26'32" WEST ALONG SAID WESTERLY LINE 1486.41 FEET TO A POINT IN THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND LENGTH OF "SOUTH 89°28'06" WEST 260.12 FEET" IN THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS EXHIBIT "A" IN DEED RECORDED APRIL 30, 2015 AS DOCUMENT NO. 2015-0176413, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY BOUNDARY AS FOLLOWS: NORTH 89°33'45" WEST 230.12 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°36'12" A DISTANCE OF 137.29 FEET; THENCE TANGENT TO SAID CURVE SOUTH 61°50'03" WEST 643.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 14°58'19" A DISTANCE OF 71.86 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE SOUTH 46°51'44" WEST 72.73 FEET TO A POINT IN THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 29°07'37" WEST 35.46 FEET IN THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS EXHIBIT A IN DEED RECORDED MAY 12, 2005 AS DOCUMENT NO. 2005-0377594, OF SAID OFFICIAL RECORDS; THENCE ALONG SAID LAST MENTIONED CERTAIN COURSE NORTH 28°09'28" WEST 26.34 FEET TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND SOUTH 62°02'33" WEST 608.87 FEET; THENCE AT RIGHT ANGLES TO SAID LAST MENTIONED COURSE NORTH 27°57'27" WEST 897.73 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 13; THENCE ALONG SAID LAST MENTIONED NORTHWESTERLY BOUNDARY THE FOLLOWING DESCRIBED TWO COURSES: NORTH 26°49'10" EAST 459.32 FEET AND NORTH 61°50'52" EAST 2,060.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.03 ACRES MORE OR LESS.

## EXHIBIT "B"

### LEASE TERMS

1. **Anticipated Use:** The facilities to be developed may be aviation, industrial, or cargo-terminal uses as defined by the detailed project description in the entitlements and environmental review for the project as of the effective date of the Ground Lease. Any other use will require the Ground Lease to be amended.

2. **Term:** The Parties anticipate that the term of Ground Lease will be fifty (50) years with four (4) 10-year options to extend, unless state or federal law or a requirement of a state or federal agency with jurisdiction over the Property limits the term to a shorter period. The Term will commence upon Meridian obtaining the Entitlements.

3. **Ground Lease Rent:** The Ground Lease Rent will be set at six percent (6.0%) of the appraised unentitled land value of the Property and will increase every five (5) years by ten percent (10%). The Ground Lease Rent Commencement Date shall be the date that both the Entitlements are approved and Meridian obtains permits for the construction of the primary building to be constructed on the Property.

4. **Incorporation of Deed Restrictions.** The Ground Lease and Additional Agreements must each:

- a. incorporate the deed restrictions in that Quitclaim Deed recorded as Doc. # 2007\*0674219, on November 5, 2007, in the Official Records of the County of Riverside, California,
- b. obligate Meridian to comply with the deed restrictions, and
- c. ensure that Meridian holds JPA harmless for any violation of the deed restrictions caused by Meridian or that otherwise result from Meridian's use of the Property.

## FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

**THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT** (this “**Amendment**”) is dated as of February \_\_, 2024, by and between the MARCH JOINT POWERS AUTHORITY, a California joint powers authority (“**JPA**”), the MARCH INLAND PORT AIRPORT AUTHORITY, a California joint powers authority (“**MIPAA**”), and MERIDIAN PARK, LLC, a Delaware limited liability company (“**Meridian**”), and is entered into with reference to the following facts and circumstances:

### RECITALS

A. Seller and Buyer entered into that certain Exclusive Negotiation Agreement dated as of April 1, 2020 (the “**Agreement**”) to permit the parties to negotiate exclusively with each other regarding the terms and conditions of a ground lease and potential other agreements concerning approximately 56 acres of land generally located south of Runway 12-30 on March Air Force Base known as Parcel D-1 and generally depicted on Exhibit A to the Agreement. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. The parties hereto desire to amend the Agreement as set forth herein.

### AGREEMENT

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

1. Period of Exclusive Negotiation and Entitlement. The current expiration date of the Exclusivity Period is April 1, 2024, following Meridian’s exercise of its two options to extend the Exclusivity Period for a period of up to two (2) years from the Effective Date, with two (2) options to extend the Agreement for one (1) year each, with an extension fee of Twenty-Five Thousand Dollars (\$25,000.00) that will be due to MIPAA upon execution of the agreement.

2. Authority. Each individual executing this Amendment on behalf of an entity hereby represents and warrants to the other party or parties to this Amendment that (i) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (ii) this Amendment is and will be duly authorized, executed and delivered by such entity.

3. Miscellaneous. Except to the extent expressly modified by this Amendment, the Agreement is hereby ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed

effective against a party upon receipt by the other party (or its counsel) of a counterpart executed electronically or transmitted by e-mail (in PDF).

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

**“JPA”**

MARCH JOINT POWERS AUTHORITY,  
a California joint powers authority

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

Its: \_\_\_\_\_

**“MIPAA”**

MARCH INLAND PORT AIRPORT AUTHORITY,  
a California joint powers authority

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

Its: \_\_\_\_\_

**“MERIDIAN”**

MERIDIAN PARK, LLC, a  
a Delaware limited liability company

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

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

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

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

Its: \_\_\_\_\_



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

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

**Meeting Date:** March 13, 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 meetings were held on September 7, 2023 and January 31, 2024. The PAC also reconvened on January 31, 2024, to review updated Master Plan exhibits that incorporated comments from MARB. The draft Master Plan document were available for public review and comment at: <https://marchjpa.com/airport-master-plan/> . The comment period closed on 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 MIPAA's bulk storage fuel facility and portions of MIPAA's 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 MIPA 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. 12 (2)***

**Meeting Date:** March 13, 2024

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

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

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the month of December 2023 and January 2024 and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's (MIPAA) ongoing activities related to the MIPAA approved FY 2023/24 budget.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which includes the report provided by Citizens Trust for the quarter ending December 31, 2023.

**Attachment:**

- 1) Financial Status Reports for December 2023 and January 2024.
- 2) Second Quarter FY 23/2024 Investment Policy Compliance Statement Reports

**ASSETS**

Cash In Bank	\$ 8,189,915.40
Investment Account	2,009,535.12
Accounts Receivable	197,445.91
Accounts Receivable - Leases	76,950,659.47
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,204,032.95)
Equipment	-
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	295,543.31
Deferred Outflows - OPEB	58,017.00
	<hr/>
Total Assets	<u>\$ 145,544,494.04</u>

**LIABILITIES**

Debt to the JPA	2,687,896.35
Accounts Payable	10.56
Payroll Liabilities	330,838.44
Interest Payable	1,672,366.67
Net Pension Liability	588,979.76
OPEB Liability	21,311.00
Compensated Absences	63,820.11
Deferred Inflows - Pension	38,144.47
Deferred Inflows - OPEB	28,024.00
Deferred Inflows - Leases	76,950,659.47
	<hr/>
Total Liabilities	<u>82,382,050.83</u>

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	61,928,898.72
Change in Fund Balance for the six months ending December 31, 2023	<u>1,233,544.49</u>
	<hr/>
Ending Net Position, December 31, 2023	<u>63,162,443.21</u>
	<hr/>
Total Liabilities and Net Position	<u>\$ 145,544,494.04</u>

# General Ledger Expenses vs Budget



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

User: le@marchjpa.com  
Printed: 3/4/2024 6:57:39 PM  
Period 06 - 06  
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,548.00	32,990.31	283,273.53	225,274.47	44.30
500-10-50100-05	Salaries and Wages	70,377.00	4,244.81	25,779.57	44,597.43	63.37
500-10-50100-10	Benefits	53,809.00	2,433.63	16,972.12	36,836.88	68.46
500-10-50100-15	PERS Contributions	8,288.00	508.95	4,229.09	4,058.91	48.97
500-10-50100-20	Medicare Tax	7,915.00	0.00	0.00	7,915.00	100.00
500-10-50100-30	Workers Compensation Ins.	54,605.00	0.00	0.00	54,605.00	100.00
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-02	Mileage Reimbursement	3,650.00	0.00	1,445.00	2,205.00	60.41
500-10-50150-06	PeriodicalsMemberships	5,000.00	50.00	1,800.00	3,200.00	64.00
500-10-50150-08	EducationTraining	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-12	Travel	1,500.00	52.62	337.39	1,162.61	77.51
500-10-50150-16	Office Supplies	17,000.00	1,573.46	9,463.21	7,536.79	44.33
500-10-50150-18	Telephone & Intenet Expense	2,500.00	188.94	351.34	2,148.66	85.95
500-10-50150-20	Mobile PhonesPagers	100.00	0.00	0.00	100.00	100.00
500-10-50150-24	Postage	28,000.00	0.00	22,982.44	5,017.56	17.92
500-10-50150-26	Liability Insurance - PERMA	250.00	0.00	0.00	250.00	100.00
500-10-50150-30	Printing - Outside	1,700.00	270.60	701.25	998.75	58.75
500-10-50150-32	Office Equipment Leases	8,000.00	399.11	3,439.91	4,560.09	57.00
500-10-50150-34	Office Equipment Maintenance	3,500.00	0.00	1,076.98	2,423.02	69.23
500-10-50150-36	Advertisement	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-38	ProductionArtwork	15,000.00	0.00	710.50	14,289.50	95.26
500-10-50150-40	Promotional Activities	0.00	0.00	288.95	-288.95	0.00
500-10-50150-42	Bank Fees	4,600.00	378.01	2,378.14	2,221.86	48.30
500-10-50150-47	Office Rent	8,000.00	49.08	3,605.91	4,394.09	54.93
500-10-50150-48	Office Utilities	778,698.00	0.00	0.00	778,698.00	100.00
500-10-50150-50	Depreciation Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50175-00	Interest Expense	0.00	1,551.07	1,551.07	-1,551.07	0.00
500-10-50200-01	General Consulting	25,000.00	3,629.40	25,924.73	-924.73	-3.70
500-10-50200-02	General Legal Services	20,000.00	12,558.30	22,317.05	-2,317.05	-11.59
500-10-50200-04	Special Legal Services	15,000.00	-115,094.12	0.00	15,000.00	100.00
500-10-50200-12	Environmental Review	10,000.00	0.00	0.00	10,000.00	100.00
500-10-50200-14	Annual Audit	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50200-15	Financial Consulting	35,000.00	0.00	1,950.00	33,050.00	94.43
500-10-50200-26	Aviation Planning	0.00	0.00	205.52	-205.52	0.00
500-10-50300-02	Furniture	2,000,000.00	0.00	0.00	2,000,000.00	100.00
500-10-50300-05	ARPA FAA Grant AIP 17	7,000.00	0.00	0.00	7,000.00	100.00
500-10-50300-06	Computer Hardware & Software					



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-10-50300-12	Taxiway G Realignment	300,000.00	0.00	0.00	300,000.00	100.00
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	0.00	159,240.27	68,372.94	-68,372.94	0.00
500-20-51150-00	Property Insurance - PERMA	79,000.00	0.00	77,057.00	1,943.00	2.46
500-20-51155-00	Airside Liability Insurance	50,000.00	0.00	31,124.21	18,875.79	37.75
500-20-51200-00	Building Maintenance	20,000.00	1,393.01	7,440.58	12,559.42	62.80
500-20-51250-00	Grounds Maintenance	11,000.00	656.63	9,493.51	1,506.49	13.70
500-20-51300-00	Equipment Maintenance	2,000.00	75.00	75.00	1,925.00	96.25
500-20-51350-00	Utilities	16,000.00	1,288.32	6,879.35	9,120.65	57.00
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-52350-00	Airport Equip. Rental	0.00	-179.05	0.00	0.00	0.00
500-20-54020-00	Vehicle FuelMain.Ins.	3,500.00	118.81	1,686.32	1,813.68	51.82
500-20-55000-00	Environmental Fees	22,000.00	1,818.00	1,818.00	20,182.00	91.74
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	0.00	15,000.00	100.00
500-20-55010-00	Airfield OPS Maintenance	12,000.00	-11,952.58	0.00	12,000.00	100.00
500-20-55015-00	Air Force Payments (JUA)	137,000.00	0.00	0.00	137,000.00	100.00
500-23-56005-00	TRAFFIC SIGNALS	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56010-00	SIGNAGE	1,000.00	0.00	300.15	699.85	69.99
500-23-56015-00	LIGHTING	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56020-00	LANDSCAPING	400,000.00	11,752.58	11,752.58	388,247.42	97.06
500-23-56025-00	Drainage	20,000.00	0.00	0.00	20,000.00	100.00
500-23-56030-00	Street Sweeping	10,000.00	0.00	0.00	10,000.00	100.00
500-23-56035-00	Graffiti Removal/Vandalism	5,000.00	0.00	0.00	5,000.00	100.00
Expense Total		<b>4,969,740.00</b>	<b>109,995.16</b>	<b>646,783.34</b>	<b>4,322,956.66</b>	<b>86.9856</b>
Grand Total		<b>4,969,740.00</b>	<b>109,995.16</b>	<b>646,783.34</b>	<b>4,322,956.66</b>	<b>0.8699</b>

General Ledger  
Revenue vs Budget

User: le@marchjpa.com  
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Period 06 - 06  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-206,892.39	-1,411,579.23	-1,042,780.77		57.51
500-00-40300-00	PERMIT FEES	-3,500.00	0.00	-3,000.00	-500.00		85.71
500-00-40500-00	GRANTS/FEDERAL	-2,070,000.00	0.00	-60,620.21	-2,009,379.79		2.93
500-00-40600-00	INTEREST INCOME	0.00	0.00	-1,551.44	1,551.44		0.00
500-00-40750-00	MISCELLANEOUS	0.00	110.00	0.00	0.00		0.00
500-00-40799-00	GAINLOSS ON FV OF INVESTMENT	0.00	0.00	7,402.10	-7,402.10		0.00
500-00-44050-02	Fuel Flowage Fees	-570,888.00	-40,990.38	-148,478.34	-422,409.66		26.01
500-00-44050-04	Aircraft landing Fees	-481,010.00	-235.04	-151,695.76	-329,314.24		31.54
500-00-44050-14	Ramp Use Fees	-3,000.00	-28.40	-414.58	-2,585.42		13.82
500-00-44050-16	Security Fees	-13,000.00	0.00	-500.00	-12,500.00		3.85
500-00-44050-18	Vendor Surcharges	-190,000.00	-253.00	-87,198.64	-102,801.36		45.89
500-00-44050-20	Aircraft Tie Down	-5,000.00	-110.00	-110.00	-4,890.00		2.20
500-00-44050-22	Airplane Parking Fees	-4,000.00	-323.00	-6,907.00	2,907.00		172.68
Revenue Total		<b>5,794,758.00</b>	<b>248,722.21</b>	<b>1,864,653.10</b>	<b>3,930,104.90</b>		<b>32.1783</b>
Grand Total		<b>5,794,758.00</b>	<b>248,722.21</b>	<b>1,864,653.10</b>	<b>3,930,104.90</b>		<b>0.3218</b>

**March Inland Port Airport Authority  
Investment Quarterly Report  
Airport Fund  
December 31, 2023**

<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 39,143.52	\$ 39,143.52
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	5.450%	3130AWXH8	8/21/2023	8/21/2024	\$ 570,000.00	\$ 569,532.60
	FEDERAL HOME LOAN BANK	5.250%	3130AWZM5	8/25/2023	12/13/2024	\$ 499,800.00	\$ 501,925.00
	FEDERAL HOME LOAN BANK	5.625%	3130AWYV6	8/28/2023	2/28/2025	\$ 500,000.00	\$ 499,110.00
	FEDERAL HOME LOAN BANK	5.400%	3130AWVL1	8/14/2023	5/14/2025	\$ 399,760.00	\$ 399,824.00
	Total US Government Agency					\$ 1,969,560.00	\$ 1,970,391.60
Total Fixed Income						\$ 1,969,560.00	\$ 1,970,391.60
Total Assets						\$ 2,008,703.52	\$ 2,009,535.12

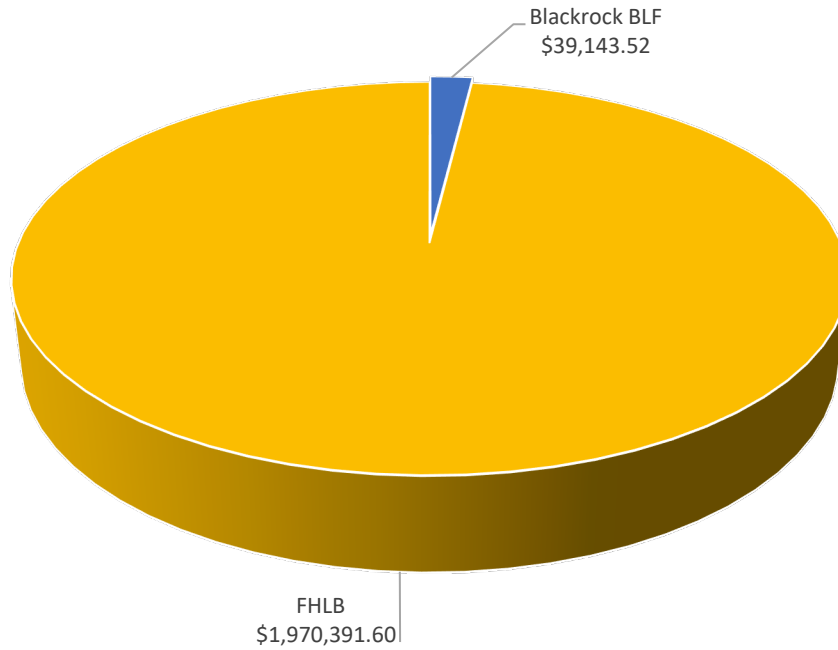
Investment Policy Assertions

- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

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Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Airport Fund  
December 31, 2023**




March JPA (Consolidated 6 Accounts) as of December 31, 2023

Category	List of Categories for California Government Code Compliant Investments	Comment
MJPA Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest.	
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO.	
Federal Agencies	Federal Agencies or U.S. Government -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	<i>Complies</i>
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 30% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least \$500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 30% maximum; Issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US.	<i>Complies</i>
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >\$500 million and experience >5 years; 20% maximum in money market mutual funds.	<i>Complies</i>
Trust Indentures	Funds held under the terms of a Trust Indenture or other contract/agreement may be invested according to its provisions. No CitizensTrust holdings.	
Collateralized Bank Deposits	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations. No CitizensTrust holdings.	
Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% maximum.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

405

 Represents investments currently in March JPA portfolios and in compliance.

 Represents investments currently in March JPA portfolios and not in compliance.

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

***MIPAA Operations - Consent Calendar***  
***Agenda Item No. 12 (3)***

**Meeting Date:** March 13, 2024

**Action:** **APPROVE DECEMBER 2023 AND JANUARY 2024 DISBURSEMENTS**

**Motion:** Move to approve the check disbursements for the month of December 2023 and January 2024 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the month of December 2023 and January 2024 for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** 1) Listing of checks disbursed in December 2023 and January 2024 for the March Inland Port Airport Authority.

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
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### March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005109	BESTBE	Best Best & Krieger, LLP	12/07/2023	16,187.70
5005110	DesignAi	Design Air, LLC	12/07/2023	150.00
5005111	FRONTIER	Frontier Communications	12/07/2023	745.78
5005112	SWRCBR	SWRCB	12/07/2023	1,818.00
5005113	VERIZ2	Verizon Wireless	12/07/2023	94.47
5005114	SCE4	Southern California Edison	12/07/2023	1,288.32
5005115	MobileID	Mobile ID Solutions	12/07/2023	1,243.01
5005116	CanonF	Canon Financial Services, Inc.	12/07/2023	270.60
5005117	C&S	C & S Engineers, Inc.	12/13/2023	45,497.22
5005118	FRONTIER	Frontier Communications	12/13/2023	660.00
5005119	Raceway2	Raceway Ford	12/13/2023	40.00
5005120	StaplesA	Staples Business Credit	12/13/2023	52.62
5005121	WMWD	Western Municipal Water District	12/13/2023	427.09
5005122	WASTEM	WM Corporate Services, Inc.	12/13/2023	301.82
5005123	BESTBE	Best Best & Krieger, LLP	12/18/2023	550.80
5005124	BankofAm	Bank Of America	12/19/2023	225.76
5005125	FRONTIER	Frontier Communications	12/19/2023	148.03
5005126	Million	Million Air, Riverside	12/19/2023	78.81
5005127	VERIZ2	Verizon Wireless	12/19/2023	94.47
Report Total (19 Checks):				<u>\$ 69,874.50</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
 Printed: 3/4/2024 7:18 PM



### March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005128	FRONTIER	Frontier Communications	01/09/2024	759.89
5005129	SWRCBR	SWRCB	01/09/2024	2,908.00
5005130	SCE4	Southern California Edison	01/09/2024	1,319.21
5005131	WASTEM	WM Corporate Services, Inc.	01/09/2024	301.82
5005132	FRONTIER	Frontier Communications	01/11/2024	660.00
5005133	StaplesA	Staples Business Credit	01/11/2024	102.65
5005134	WMWD	Western Municipal Water District	01/11/2024	427.09
5005135	BRIGHT	BrightView Landscape Services, Inc.	01/11/2024	2,684.00
5005136	CanonF	Canon Financial Services, Inc.	01/11/2024	295.60
5005137	TroyA	Troy Alarm Inc.	01/11/2024	296.94
5005138	USTREAS	Treasurer Of The United States of America	01/17/2024	23,557.31
5005139	Automate	Automated Gate Services, Inc.	01/18/2024	745.00
5005140	FRONTIER	Frontier Communications	01/18/2024	127.85
5005141	Raceway2	Raceway Ford	1/18/2024	138.10
5005142	WMWD2	Western Municipal Water District	1/18/2024	581.52
5005143	BankofAm	Bank Of America	1/23/2024	1,919.97
Report Total (16 Checks):				<u>\$ 36,824.95</u>



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

***MIPAA Operations - Consent Calendar***  
***Agenda Item No. 12 (4)***

**Meeting Date:** March 13, 2024

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PAUL A HANEY & ASSOCIATES LLC FOR CONSULTING/ADVISORY ENGAGEMENT AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a Professional Services Agreement with Paul A Haney & Associates LLC for consulting/advisory engagement and authorize the Chief Executive Officer to execute the Agreement.

**Background:**

On February 14, 2024, the Commission approved a contract with Mengistu Advisors' LLC for airport consulting services; however, the consultant was unable to fulfill JPA insurance requirements. However, needs pertaining to the following scope of work still exist for the airport.

***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.

As Paul Haney was previously approved under Mengistu Advisors LLC for services, staff would like to contract with Mr. Haney through his separate firm, Paul A Haney & Associates LLC which currently provides airport services to the Ontario International Airport where he provides guidance on Customs issues. He previously helped the City of Ontario secure the transfer of ONT from LAWA and to a new Joint Powers Authority. Mr. Haney 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 twelve 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 Paul A Haney & Associates 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.

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 Paul A Haney & Associates 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:** Paul A Haney & Associates LLC Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 13<sup>th</sup> day of March, 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 Paul A Haney & Associates LLC, a LIMITED LIABILITY COMPANY, with its principal place of business at 765 South El Molino Avenue, Pasadena, CA 91106 ("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 March 13, 2024 to March 31, 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 subconsultants who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in 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.

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:

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 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.

3.2.11.9 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.

3.2.11.10 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.

3.2.11.11 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.

### **3.3 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: Paul A Haney & Associates LLC  
765 South El Molino Avenue  
Pasadena, CA 91106  
ATTN: Mr. Paul Haney

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 PAUL A HANEY & ASSOCIATES LLC**

**MARCH JOINT POWERS AUTHORITY**

**PAUL A HANEY & ASSOCIATES LLC**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Chief Executive Officer

By: \_\_\_\_\_  
Paul A Haney  
Principal

*Attest:*

\_\_\_\_\_  
Authority Clerk

*Approved as to Form:*

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

JPC: 03.13.24-11.3

## **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**

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

***MIPAA- Reports, Discussions and Action Items***  
***Agenda Item No. 13 (1)***

**Meeting Date:** March 13, 2024

**Action:** **ADOPT RESOLUTION MIPAA 24-01 A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

**Motion:** Move to adopt Resolution MIPAA 24-01 a resolution of the March Inland Port Airport Authority amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24

**Background:**

March Inland Port Airport Authority (Airport Authority) is a governing body under the umbrella of the March JPA. The Airport Authority is responsible for the development and operation of the March Inland Port (MIP) airport, a joint-use aviation facility targeted for air cargo operations.

On August 24, 2022, the Commission adopted a two-year budget for the March Inland Port Airport Authority (MIPAA). Based on costs and activities associated with budget commitments, staff is proposing a series of budget changes. On February 12, 2024, the Finance Subcommittee convened to review proposed budget changes for Fiscal Year 2022/23 and Fiscal Year 2023/24. The following changes were highlighted:

FY23/24: -\$1,504,087

- Revenue: Decreased by \$848,885.
  - Operating Revenue: decreased by \$372,000.
  - Capital Projects Revenue: decreased by \$476,885.
- Expense: increased by \$655,202
  - Operating expenses: increased by \$1,345,500.
  - Capital improvement expenses: decreased by \$690,298.
- **Projected Net Revenue is -\$707,069.**
- **The Estimated Ending Cash Balance is \$8,270,565.**

## **2022-2024 PERFORMANCE MEASURE**

Financial sustainability was a key factor in MIPAA's budget planning process in 2022, with staff focusing on working closely with the FAA and the March Air Reserve Base to complete the airport's first master plan in 2023 which would define key capital projects for MIPAA over the next twenty years. However, because the airport master plan was not completed in 2023 and capital projects undefined, MIPAA failed to capture \$1 million of entitlement funds toward needed airfield improvements.

## **BUDGET CHANGES AND OPERATIONAL IMPACTS**

Capital improvement revenues were reduced to reflect the loss in FAA grant funding in 2023 toward airfield projects and an increase in operating expenses reflected labor costs toward the maintenance of new public facilities associated with the VIP-215 project on Parcel D-2 that include new traffic signals, signage, lighting, landscaping, drainage, street sweeping and graffiti removal along the newly installed Van Buren Boulevard. These facilities will be within the jurisdiction of the March Inland Port Airport. The ground lease revenue from VIP-215 project on Parcel D-2 began in 2023 which helped offset increased operating expenses. These budget adjustments for March Inland Port Airport Authority reflect the best estimates that can be generated by staff at this time; these estimates are more accurate than what is currently in the adopted budget.

Staff recommends adoption of Resolution MIPAA 24-01, a resolution of the March Inland Port Airport Authority, amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24.

**Attachment:** 1) Resolution MIPAA 24-01

## **RESOLUTION MIPAA 24-01**

### **A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

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

**WHEREAS**, the March Joint Powers Commission formed the March Inland Port Airport Authority (MIPAA) in 1997; and

**WHEREAS**, the March Joint Powers Commission, sitting as the MIPAA Commission, prepares and adopts an agency budget; and

**WHEREAS**, MIPAA relies on airport operating revenue and federal grants for its primary funding source.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the March Inland Port Airport Authority Commission at its regular session assembled on March 13, 2024, that in all matters provided for in the creation of the March Inland Port Airport Authority, that a two-year annual budget in the amount of \$2,873,002 for the time period from July 1, 2022 through June 30, 2023, and in the amount of \$5,652,942 for the time period from July 1, 2023 through June 30, 2024 attached hereto as Exhibit "A," is hereby adopted by the March Inland Port Airport Authority Commission; and

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Two-Year Annual Budget may be amended by future action of the March Inland Port Airport Authority Commission as required by changes during this program year.

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of March, 2024.

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Edward A. Delgado, Chair  
March Inland Port Airport Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Inland Port Airport Authority Commission, do hereby certify that the foregoing Resolution MIPAA 24-01 was duly and regularly adopted by the March Inland Port Airport Authority Commission at its regularly scheduled meeting on March 13, 2024.

Ayes:

Noes:

Abstain:

Absent:

Date: March 13, 2024

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Cindy Camargo, Clerk  
March Inland Port Airport Authority Commission

**EXHIBIT 'A'**

**March Inland Port Airport Authority  
FY 2022/2023 and FY 2023/2024 Budget**

**MARCH INLAND PORT AIRPORT AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
500				<b>MARCH INLAND PORT AIRPORT AUTHORITY</b>						
		<b>REVENUE</b>								
				<b>OPERATING REVENUE:</b>						
	00	40100	00	LEASE REVENUE	\$ 1,259,000	\$ -	\$ 1,259,000	\$ 2,454,360	-	\$ 2,454,360
	00	40300	00	PERMIT FEES	3,000	-	3,000	3,500	2,500	6,000
	00	40600	00	INTEREST INCOME	-	-	-	-	12,000	12,000
	00	44050	02	FUEL FLOWAGE FEES	554,260	-	554,260	570,888	(175,000)	395,888
	00	44050	04	AIRCRAFT LANDING FEES	467,000	-	467,000	481,010	(200,000)	281,010
	00	44050	22	AIRPLANE PARKING FEES	3,000	-	3,000	4,000	6,000	10,000
	00	44050	16	SECURITY FEES	12,000	-	12,000	13,000	(12,500)	500
	00	44050	18	SURCHARGES ON VENDORS	185,000	-	185,000	190,000	-	190,000
	00	44050	20	AIRCRAFT TIE DOWN	5,000	-	5,000	5,000	(5,000)	-
	00	44050	14	RAMP USE FEES	2,500	-	2,500	3,000	-	3,000
				<b>TOTAL OPERATING REVENUE</b>	<b>2,490,760</b>	<b>-</b>	<b>2,490,760</b>	<b>3,724,758</b>	<b>(372,000)</b>	<b>3,352,758</b>
				<b>CAPITAL PROJECTS REVENUE:</b>						
	00	40500	00	Grants/Federal						
	00	40500	XX	FAA Grant (Environmental Apron 1)	-	-	-	270,000	(270,000)	-
	00	40500	XX	Master plan/PMP AIP 15 (761,726 MP/94, 389 PMF)	621,115	-	621,115	-	621,115	621,115
	00	40500	XX	FAA Future Grants	-	-	-	1,800,000	(828,000)	972,000
	00	40500	XX	ARPA FAA Grant AIP 17 (Relief Grant 587, 570 de	587,570	-	587,570	-	-	-
	00	40500		<b>TOTAL CAPITAL PROJECTS REVENUE</b>	<b>1,208,685</b>	<b>-</b>	<b>1,208,685</b>	<b>2,070,000</b>	<b>(476,885)</b>	<b>1,593,115</b>
				<b>TOTAL REVENUE</b>	<b>3,699,445</b>	<b>-</b>	<b>3,699,445</b>	<b>5,794,758</b>	<b>(848,885)</b>	<b>4,945,873</b>



**MARCH INLAND PORT AIRPORT AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY						
		<b>EXPENSES</b>								
		<b>OPERATING EXPENSES</b>								
		<b>Personnel</b>								
	10	50100	05	Salaries and Wages	508,250	-	508,250	508,548	-	508,548
	10	50100	10	Benefits	69,786	-	69,786	70,377	-	70,377
	10	50100	15	PERS Contributions	69,786	-	69,786	53,809	-	53,809
	10	50100	20	Medicare Tax	8,015	-	8,015	8,288	-	8,288
	10	50100	30	Workers Compensation Ins.	7,670	-	7,670	7,915	-	7,915
	10	50100	99	Unfunded Accrued Liability	47,483	-	47,483	54,605	-	54,605
		<b>Total Personnel</b>			<b>710,990</b>	<b>-</b>	<b>710,990</b>	<b>703,542</b>	<b>-</b>	<b>703,542</b>
		<b>Operations</b>								
	10	50150	02	Mileage Reimbursement	1,500	-	1,500	1,700	-	1,700
	10	50150	06	Periodicals/Memberships	3,600	-	3,600	3,650	-	3,650
	10	50150	08	Education/Training (Seminars)	4,000	-	4,000	5,000	-	5,000
	10	50150	12	Travel	5,000	-	5,000	5,000	-	5,000
	10	50150	16	Office Supplies	1,500	-	1,500	1,500	-	1,500
	10	50150	18	Telephone & Internet Expense	16,000	3,500	19,500	17,000	3,500	20,500
	10	50150	20	Mobile Phones	2,500	-	2,500	2,500	-	2,500
	10	50150	24	Postage	50	-	50	100	-	100
	10	50150	26	Liability Insurance - PERMA	27,550	-	27,550	28,000	-	28,000
	10	50150	30	Printing - Outside	250	-	250	250	-	250
	10	50150	32	Office Equipment Leases	1,600	1,500	3,100	1,700	1,500	3,200
	10	50150	34	Office Equipment Maintenance	8,000	1,000	9,000	8,000	1,000	9,000
	10	50150	36	Advertisement	3,500	-	3,500	3,500	-	3,500
	10	50150	38	Production/Artwork	1,000	-	1,000	1,000	-	1,000
	10	50150	40	Promotional Activities	15,000	-	15,000	15,000	-	15,000
	10	50150	42	Bank Fees						

**MARCH INLAND PORT AIRPORT AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>500</b>				<b>MARCH INLAND PORT AIRPORT AUTHORITY</b>						
	10	50150	47	Office Rent	4,400	-	4,400	4,600		4,600
	10	50150	48	Office Utilities	8,000	2,500	10,500	8,000	2,500	10,500
	10	50150	50	Depreciation	778,698	-	778,698	778,698		778,698
	10	50175	00	Interest Expense	104,500	-	104,500	104,500	-	104,500
	10	50300	02	Furniture	-	-	-	-	-	-
	10	50300	06	Computer Software and Hardware	7,000	-	7,000	7,000	-	7,000
		<b>Total Operations</b>			<b>993,648</b>	<b>8,500</b>	<b>1,002,148</b>	<b>996,698</b>	<b>8,500</b>	<b>1,005,198</b>
		<b>Professional Services</b>								
	10	50200	02	General Legal Services (10%)	20,000	43,000	63,000	25,000	75,000	100,000
	10	50200	06	Legal Litigation	-	-	-	-	800,000	800,000
	10	50200	04	Special Legal Services	15,000	39,800	54,800	20,000	80,000	100,000
	10	50200	12	Environmental Review	15,000	-	15,000	15,000	15,000	30,000
	10	50200	14	Annual Audit	10,000	1,500	11,500	10,000	5,000	15,000
	10	50200	01	General Consulting	-	5,612	5,612	-	25,000	25,000
	10	50200	15	Financial Consulting	1,000	-	1,000	1,000	(1,000)	-
	10	50200	26	Aviation Planning	35,000	10,100	45,100	35,000	-	35,000
		<b>Total Professional Services</b>			<b>96,000</b>	<b>100,012</b>	<b>196,012</b>	<b>106,000</b>	<b>999,000</b>	<b>1,105,000</b>
		<b>Facilities Management</b>								
	20	51150	00	Property Insurance - PERMA	26,837	-	26,837	79,000	-	79,000
	20	51155	00	Airside Liability Insurance	45,000	-	45,000	50,000	-	50,000
	20	51200	00	Building Maintenance	20,000	2,700	22,700	20,000	30,000	50,000
	20	51250	00	Grounds Maintenance	11,000	-	11,000	11,000	11,000	22,000
	20	51300	00	Equipment Maintenance	1,500	-	1,500	2,000	-	2,000
	20	51350	00	Utilities	14,000	5,000	19,000	16,000	16,000	32,000
	20	52150	00	Ramp Maintenance	10,000	-	10,000	10,000	165,000	175,000
	20	52175	00	Taxiway Maintenance	10,000	-	10,000	10,000	165,000	175,000

**MARCH INLAND PORT AIRPORT AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
<b>500</b>				<b>MARCH INLAND PORT AIRPORT AUTHORITY</b>						
	20	52200	00	Obstruction Lighting	8,000	-	8,000	8,000	-	8,000
	20	52300	00	Airport Equip. Maintenance	2,000	-	2,000	2,000	-	2,000
	20	55005	00	Fuel Facility O & M	15,000	-	15,000	15,000	-	15,000
	20	54020	00	Vehicle Maintenance & Fuel	3,500	-	3,500	3,500	-	3,500
	20	55000	00	Environmental Fees	20,000	1,200	21,200	22,000	3,000	25,000
	20	51325	00	Airport Security	-	-	-	-	230,000	230,000
	20	55010	00	Airfield Ops and Maintenance	12,000	-	12,000	40,000	3,000	43,000
	20	55015	00	Air Force Payments (JUA)	135,000	-	135,000	137,000	-	137,000
		<b>Total Facilities Management</b>			<b>333,837</b>	<b>8,900</b>	<b>342,737</b>	<b>425,500</b>	<b>623,000</b>	<b>1,048,500</b>
		<b>Improvements</b>								
	23	56005	00	Traffic Signals	-	-	-	15,000	-	15,000
	23	56010	00	Signage	-	-	-	1,000	-	1,000
	23	56015	00	Lighting	-	-	-	15,000	15,000	30,000
	23	56020	00	Landscaping	-	-	-	400,000	(300,000)	100,000
	23	56025	00	Drainage	-	-	-	20,000	-	20,000
	23	56030	00	Street Sweeping	-	-	-	10,000	-	10,000
	23	56035	00	Graffiti Removal/Vandalism	-	-	-	5,000	-	5,000
		<b>Total Improvements</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>466,000</b>	<b>(285,000)</b>	<b>181,000</b>
		<b>TOTAL OPERATING EXPENSES</b>			<b>2,134,475</b>	<b>117,412</b>	<b>2,251,887</b>	<b>2,697,740</b>	<b>1,345,500</b>	<b>4,043,240</b>
		<b>CAPITAL IMPROVEMENTS</b>								
	10	50300	12	FAA Grant (Environmental Apron 1)	-	-	-	300,000	(300,000)	-
	10	50300	30	FAA Grant Master Plan/PMP AIP 15 (761,726 MP/9	621,115	-	621,115	-	419,702	419,702
	10	50300	05	FAA Grant AIP 17 (ARPA Relief Grant 587,570 debt	587,750	(587,750)	-	-	-	-
	10	50300	05	FAA Grant Design - TW G Realignment and Apron F	-	-	-	2,000,000	(920,000)	1,080,000
	10	50300	10	Headquarter Relocation Expense				-	50,000	50,000
	10	50300	01	Vehicle Purchase					60,000	60,000
		<b>TOTAL CAPITAL IMPROVEMENTS</b>			<b>1,208,865</b>	<b>(587,750)</b>	<b>621,115</b>	<b>2,300,000</b>	<b>(690,298)</b>	<b>1,609,702</b>

**MARCH INLAND PORT AIRPORT AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Dept	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY						
				OTHER FINANCING SOURCES						
	00	40799	00	GAIN/LOSS ON FV OF INVESTMENTS	-	-	-	-	-	-
				<b>TOTAL OTHER FINANCING SOURCES</b>	-	-	-	-	-	-
				<b>Total Revenue</b>	<b>3,699,445</b>	<b>-</b>	<b>3,699,445</b>	<b>5,794,758</b>	<b>(848,885)</b>	<b>4,945,873</b>
				<b>Total Expenses</b>	<b>3,343,340</b>	<b>(470,338)</b>	<b>2,873,002</b>	<b>4,997,740</b>	<b>655,202</b>	<b>5,652,942</b>
				<b>Projected Net Revenue</b>	<b>356,105</b>	<b>470,338</b>	<b>826,443</b>	<b>797,018</b>	<b>(1,504,087)</b>	<b>(707,069)</b>
				<b>NET POSITION:</b>						
				<b>Net Position, Unrestricted - Beginning</b>	2,811,054		2,811,054	3,259,489		3,259,489
				Projected Net Revenue	356,105		826,443	797,018		(707,069)
				<b>PROJECTED ENDING NET POSITION, UNRESTRICTED</b>	<b>\$ 3,167,159</b>		<b>\$ 3,637,497</b>	<b>\$ 4,056,507</b>		<b>\$ 2,552,420</b>

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

***MIPAA – Reports, Discussions and Action Items***  
***Agenda Item No. 13 (2)***

**Meeting Date:** March 13, 2024

**Report:** March Inland Port Airport Update

**Motion:** Receive and file an update for March Inland Port Airport by Airport Operations Coordinator Carlos Orellana.

**Background:**

To keep the Commission informed of ongoing activities at the March Inland Port Airport, staff will provide quarterly reports on airport operations and services to include any new projects of interest on airport properties.

**Attachment:** Presentation.

# March Inland Port Airport Authority

## Airport Operations Review

March 13, 2024

Item 13.2



Airport Operations Coordinator/ Carlos Orellana



# Operational Summary

# 2023 AIR FIELD ACTIVITIES

## Completed Air Force Projects

### MIPAA Fees to MARB

→ \$97,833.13

### Operations

→ 3,386 (<16% of JUA Allocation)

### Incidents

### Noise Complaints





# AIRPORT FLIGHT ACTIVITY/STATISTICS

## ATADS: Airport Operations: Standard Report

ATADS: Air Traffic Activity Data System

From 1/1/2023 To: 12/31/2023 Facility: RIV CIVIL OPERATIONS ONLY

Itinerant						Local			
Operations Other Than Local Operations						Operates in Local Traffic Pattern or Within Sight of Airport			
Calendar Year	Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	Total Operations
2023	2190	0	776	338	3304	82	0	82	3386

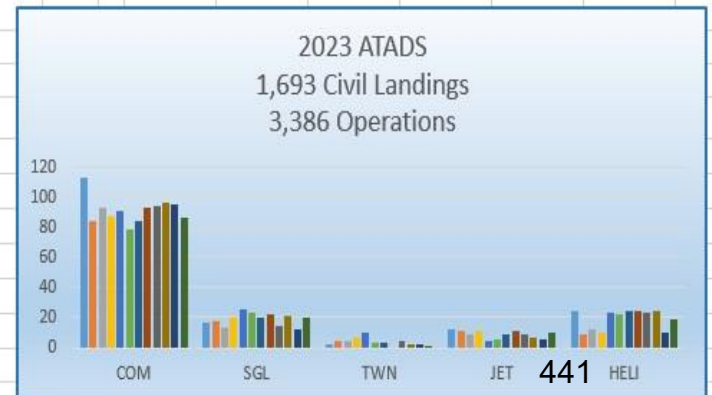
Itinerant					
Operations Other Than Local Operations					
Calendar Year	Air Carrier	Air Taxi	General Aviation	Military	Total
2023	2190	0	776	338	3304
<b>Total:</b>					

100 127 131 133 134 135 140 130 144 130 123 130 1093 3300

### ANNUAL OPERATIONS

TYPE		%
COM	2190	65%
SGL	450	13%
TWN	86	3%
JET	212	6%
HELI	448	13%
<b>Total</b>	<b>3386</b>	<b>100%</b>

JUA Operational Limit  
21,000  
2023 ATADS  
3,386  
JUA Utilization  
16%  
Remaining Ops  
17,614



# AIRPORT FLIGHT ACTIVITY/STATISTICS

## ATADS: Airport Operations: Standard Report

ATADS: Air Traffic Activity Data System

From 1/1/2023 To: 12/31/2023 Facility: RIV CIVIL OPERATIONS ONLY

Calendar Year	Itinerant					Local			
	Air Carrier	Air Taxi	General Aviation	Military	Total	Operates in Local Traffic Pattern or Within Sight of Airport			Total Operations
2023	2190	0	776	338	3304	Civil	Military	Total	3386
						82	0	82	

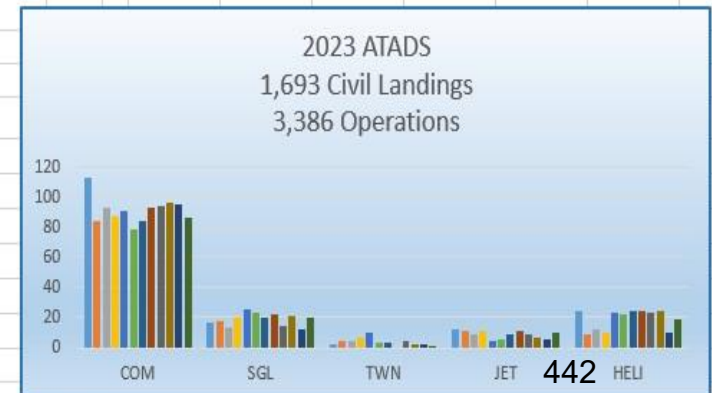
Total:

Local			
Operates in Local Traffic Pattern or Within Sight of Airport			
Civil	Military	Total	Total Operations
82	0	82	3386

### ANNUAL OPERATIONS

TYPE		%
COM	2190	65%
SGL	450	13%
TWN	86	3%
JET	212	6%
HELI	448	13%
<b>Total</b>	<b>3386</b>	<b>100%</b>

JUA Operational Limit  
21,000  
2023 ATADS  
3,386  
JUA Utilization  
16%  
Remaining Ops  
17,614



# AIRPORT FLIGHT ACTIVITY/STATISTICS

## ATADS: Airport Operations

ATADS: Air Traffic Activity Data System

From 1/1/2023 To: 12/31/2023

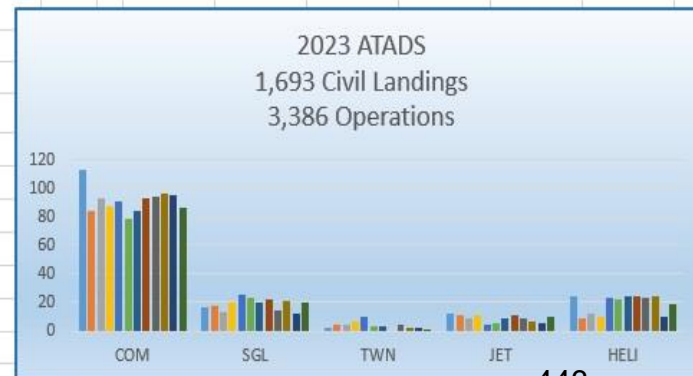
Calendar Year	Calendar
2023	2023

ANNUAL OPERATIONS		
TYPE		%
COM	2190	65%
SGL	450	13%
TWN	86	3%
JET	212	6%
HELI	448	13%
<b>Total</b>	<b>3386</b>	<b>100%</b>

Local				Total Operations
Operates in Local Traffic Pattern or Within Sight of Airport				
Civil	Military	Total		
82	0	82		3386

ANNUAL OPERATIONS		
TYPE		%
COM	2190	65%
SGL	450	13%
TWN	86	3%
JET	212	6%
HELI	448	13%
<b>Total</b>	<b>3386</b>	<b>100%</b>

JUA Operational Limit	21,000
2023 ATADS	3,386
JUA Utilization	16%
Remaining Ops	17,614



# AIRPORT FLIGHT ACTIVITY/STATISTICS

## ATADS: Airport Operations: Standard Report

ATADS: Air Traffic Activity Data System

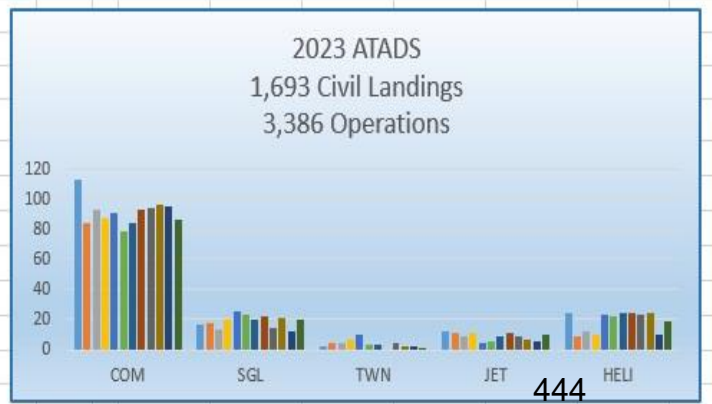
From 1/1/2023 To: 12/31/2023 Facility: RIV CIVIL OPERATIONS

Calendar Year	Air Carrier	Itinerant			Military	Local			Total Operations
		Operations	Other Than Local Operations	General Aviation		es in Local Traffic Pattern or Within Sight of Airport	Military	Total	
2023	2190		0	776		0	82	3386	
<b>Total:</b>									

<b>JUA Operational Limit</b>
21,000
<b>2023 ATADS</b>
3,386
<b>JUA Utilization</b>
16%
<b>Remaining Ops</b>
17,614

ANNUAL OPERATIONS		
TYPE		%
COM	2190	65%
SGL	450	13%
TWN	86	3%
JET	212	6%
HELI	448	13%
<b>Total</b>	<b>3386</b>	<b>100%</b>

<b>JUA Operational Limit</b>
21,000
<b>2023 ATADS</b>
3,386
<b>JUA Utilization</b>
16%
<b>Remaining Ops</b>
17,614





JOBS TOTAL = 765 F/T

2023 MIPAA MILITARY  
SUPPORT

ARMY NTC

FORT IRWIN

✈ 208 COMMERCIAL  
AIRCRAFT ON THE MILITARY  
FLIGHTLINE

✈ 2023 - ARMY TROOPS  
WERE SUPPORTED BY MIPAA

# MARB AIR SHOW

- JPA Donation = \$10,000
- Million Air Donation of AvGas + Manpower = approx. \$80k



**MILLION AIR**

Experienced  
Professional  
Service  
Providers



# MILLION AIR



- Ground Handling
- Aircraft Refueling
- Ground Support (GSE)

- Fuel Farm Maintenance
- Courtesy Vehicles
- Jet-Away Cafe



# Airport Apron and Taxiways

- Pavement Inspections
  - G-Apron
  - General Aviation Ramp
  - Taxiway Golf/Hotel
- Foreign Object Debris (F.O.D)
  - Taxiway/Apron (Morning/Evening)



FOD - Pick It Up

# Fuel Farm

- Fuel Tanks
  - 2 25k Gal Jet A
  - 2 110k Gal Jet A
  - 1 10k Gal 100LL
- Fuel Facility/Refuelers
  - Visual Inspection



# Security



**KRIV**

**MARCH INLAND PORT AIRPORT**

**FIRST: Tucker**

**LAST: Mcdaniel**

**COMPANY: Airport Ambassador**

**EXPIRES: 2/15/2999**

DOD  
451

- Perimeter Fence (Morning/Evening)
- Badging

# Airport Operations

## Monthly

- Lighting
  - Taxiway Edge Lights
  - G-Apron
  - Fuel Tank Obstruction Lights
  - Fuel Farm
  - GA Apron
- Flight Logs
  - Quarterly Remittance to MARB
- Fuel Facility/Refuelers
  - Review monthly inspection forms
  - Perform monthly inspection on random refueler with FBO



# Airport Operations

## Annually

- Airline Operating Agreements
  - 3 Active
- Non-Exclusive Vendor Permits
  - 7 Active NVPs
- Tie Down Agreements
  - 5 Based Aircraft
- Emergency Operating Plan
- Hazardous Material & Emergency Business Plan
- Operations Manuals/Training
  - Rules and Regulations
  - Storm Water Pollution Protection Plan (SWPPP)
  - Spill Prevention Control and Countermeasure Plan (SPCCP)

# Professional Services



# March Inland Port Airport Authority

QUESTIONS?



Airport Operations Coordinator/ Carlos Orellana

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

***MJPUA Operations - Consent Calendar  
Agenda Item No. 14 (1)***

**Meeting Date:** March 13, 2024

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

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

**Background:**

The monthly Financial Status Reports is a summary of operational income and expenses for the month of December 2023 and January 2024 and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2023/24 budget.

**Attachment:** Financial Status Reports for December 2023 and January 2024.



**ASSETS**

Cash In Bank	\$ 167,464.64
Accounts Receivable	<u>16,563.66</u>
Total Assets	<u><u>\$ 184,028.30</u></u>

**LIABILITIES**

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

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	(286,610.20)
Change in Fund Balance for the six months ending December 31, 2023	<u>20,638.50</u>
Ending Net Position, December 31, 2023	<u>(265,971.70)</u>
Total Liabilities and Net Position	<u><u>\$ 184,028.30</u></u>

**General Ledger**  
Expenses vs Budget

User: le@marchjpa.com  
Printed: 3/4/2024 6:58:28 PM  
Period 06 - 06  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	0.00	5,500.00	100.00
600-10-50200-14	Annual Audit	180,000.00	38,078.32	31,901.04	148,098.96	82.28
600-20-51350-00	Gas Commodity Expense	25,000.00	45.00	453.25	24,546.75	98.19
600-20-51360-00	Gas Operation and Maintenananc	<b>210,500.00</b>	<b>38,123.32</b>	<b>32,354.29</b>	<b>178,145.71</b>	<b>84.6298</b>
Expense Total		<u>210,500.00</u>	<u>38,123.32</u>	<u>32,354.29</u>	<u>178,145.71</u>	<u>0.8463</u>
Grand Total						

**General Ledger**  
**Revenue vs Budget**

User: le@marchjpa.com  
 Printed: 3/4/2024 6:58:51 PM  
 Period 06 - 06  
 Fiscal Year 2024



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

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
600	March J.P. Utility Authority	-180,000.00		-44,155.04	-135,844.96	24.53
600-00-40620-00	GAS UTILITY	-38,000.00	0.00	-8,837.75	-29,162.25	23.26
600-00-40625-00	GAS O & M	218,000.00	0.00	52,992.79	165,007.21	24.3086
Revenue Total		218,000.00	0.00	52,992.79	165,007.21	0.2431
Grand Total						

**ASSETS**

Cash In Bank	\$ 124,020.85
Accounts Receivable	<u>39,189.41</u>
Total Assets	<u><u>\$ 163,210.26</u></u>

**LIABILITIES**

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

**FUND BALANCE**

Net Position, Beginning of Fiscal Year	(286,610.20)
Change in Fund Balance for the seven months ending January 31, 2024	<u>(179.54)</u>
Ending Fund Balance, January 31, 2024	<u>(286,789.74)</u>
Total Liabilities and Net Position	<u><u>\$ 163,210.26</u></u>

**General Ledger**  
Expenses vs Budget

User: le@marchjpa.com  
Printed: 3/4/2024 7:12:31 PM  
Period 07 - 07  
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	0.00	5,500.00	100.00
600-10-50200-14	Annual Audit	180,000.00	46,380.75	78,281.79	101,718.21	56.51
600-20-51350-00	Gas Commodity Expense	25,000.00	0.00	453.25	24,546.75	98.19
600-20-51360-00	Gas Operation and Maintenananc	<b>210,500.00</b>	<b>46,380.75</b>	<b>78,735.04</b>	<b>131,764.96</b>	<b>62.5962</b>
Expense Total		<u>210,500.00</u>	<u>46,380.75</u>	<u>78,735.04</u>	<u>131,764.96</u>	<u>0.626</u>
Grand Total						

**General Ledger  
Revenue vs Budget**

User: le@marchjpa.com  
 Printed: 3/4/2024 7:12:54 PM  
 Period 07 - 07  
 Fiscal Year 2024



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

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
600	March J.P. Utility Authority	-180,000.00	-21,300.90	-65,455.94	-114,544.06		36.36
600-00-40620-00	GAS UTILITY	-38,000.00	-4,261.81	-13,099.56	-24,900.44		34.47
600-00-40625-00	GAS O & M	218,000.00	25,562.71	78,555.50	139,444.50		36.0346
Revenue Total		218,000.00	25,562.71	78,555.50	139,444.50		0.3603
Grand Total							

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

***MJPUA Operations - Consent Calendar***  
***Agenda Item No. 14 (2)***

**Meeting Date:** March 13, 2024

**Action:** **APPROVE DECEMBER 2023 AND JANUARY 2024 DISBURSEMENTS**

**Motion:** Move to approve check disbursements for the months of December 2023 and January 2024 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is also an action approving the expenses (checks) that were incurred in the month of December 2023 and January 2024 for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** 1) Listing of checks disbursed in December 2023 and January 2024 for the March Joint Powers Utilities Authority.

# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
Printed: 3/4/2024 7:18 PM



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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001044	SoCalGas	SoCalGas	12/13/2023	38,078.32
6001045	UNDER2	Underground Service Alert /SC	12/13/2023	<u>45.00</u>
Report Total (2 Checks):				<u><u>\$ 38,123.32</u></u>



# Accounts Payable

## Checks by Date - Summary by Check Number

User: [le@marchjpa.com](mailto:le@marchjpa.com)  
Printed: 3/4/2024 7:18 PM



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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001046	SoCalGas	SoCalGas	01/09/2024	<u>46,380.75</u>
Report Total (1 Checks):				<u>\$ 46,380.75</u>

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

***MJPUA- Reports, Discussions and Action Items***  
***Agenda Item No. 15 (1)***

**Meeting Date:** March 13, 2024

**Action:** **ADOPT RESOLUTION MJPUA 24-01 A RESOLUTION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

**Motion:** Move to adopt Resolution MJPUA 24-01 a Resolution of the March Joint Powers Utilities Authority amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24

**Background:**

On August 24, 2022, the Commission of the March Joint Powers Utilities Authority adopted a two-year budget for the entity. On February 12, 2024, the Finance Subcommittee convened to review proposed budget adjustments which reflect the most up to date information on revenues and expenses for MJPUA. Following is a summary of those changes:

FY 2023/24: +\$21,000

- Revenue: increased by \$277,000.
- Expense: increased by \$256,000.
  - Administrative expenses: increased by \$6,000.
  - Facilities Management: increased by \$250,000 allocated for gas utility.
- **Projected Net Revenue is +\$28,500.**
- **The Estimated Ending Cash Balance is \$106,843.**

**2022-2024 PERFORMANCE MEASURE**

In November of 2021, the March Joint Powers Authority submitted a Letter of Intent to the SoCal Gas Company identifying its March Joint Powers Utility Authority's (MJPUA) intent to dissolve and cease its natural gas services within the Northeast Corner Planning Area. The SoCal Gas Company proceeded with an assessment of the gas line system in 2022 through 2023 and provided a proposal to update the backbone gas line within the March LifeCare Campus Specific Plan area in order to better access natural gas lines that serve the Green Acres community, while providing opportunities for federal uses to update their on-site systems without disrupting natural gas services. Details of SoCal Gas Company's proposed work will be presented to the Commission at a future date.

## **BUDGET CHANGES AND OPERATIONAL IMPACTS**

While MJPUA revenues experienced slight increases over the past two years, the significant increase in commodity costs with the SoCal Gas Company significantly impacted facilities management costs. A partnership with the SoCal Gas Company would help mitigate budget issues and allow for the dissolution of the MJPUA. The proposed amendments to the budget reflect the best estimates that can be generated by staff at this time.

Staff recommends adoption of Resolution MJPUA 24-01, a resolution of the March Joint Powers Utility Authority, amending the two-year budget for fiscal year 2022/23 and fiscal year 2023/24.

**Attachment:** 1) Resolution MJPUA 24-01

## RESOLUTION MJPUA 24-01

### **A RESOLUTION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY AMENDING THE TWO-YEAR BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24**

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

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

**WHEREAS**, the financial resources that contribute to the Utilities Authority's annual budget include the sale of natural gas, maintenance and operation charges to tenants, and loans from the March Joint Powers Authority (MJPA) on an as-needed basis; and

**WHEREAS**, staffing resources needed to implement the objectives of the agency budget are provided to the Agency from the March Joint Powers Authority; and

**WHEREAS**, the support received from the March Joint Powers Authority by the March Joint Powers Utilities Authority is considered a loan that will be repaid to the MJPA from future utility revenues.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of the March Joint Powers Utilities Authority at its regular session assembled on March 13, 2024, that in all matters provided for in the Joint Powers Agreement authorizing the creation of the March Joint Powers Utilities Authority, that a two-year budget in the amount of \$445,000 for the time period from July 1, 2022 through June 30, 2023 and in the amount of \$466,500 for the time period from July 1, 2023 through June 30, 2024, attached hereto as Exhibit "A", is hereby adopted by the Commission of the March Joint Powers Utilities Authority; and

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

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of March, 2024.

---

Edward A. Delgado, Chair  
March Joint Powers Utilities Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Utilities Authority, do hereby certify that the foregoing Resolution MJPUA 24-01 was duly and regularly adopted by the Commission of the March Joint Powers Utilities Authority at its regularly scheduled meeting on March 13, 2024.

Ayes:

Noes:

Abstain:

Absent:

Date: March 13, 2024

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Cindy Camargo, Clerk  
March Joint Powers Utilities Authority Commission

**EXHIBIT 'A'**

**March Joint Powers Utilities Authority  
FY 2022/2023 and FY 2023/2024 Budget**

**MARCH JOINT POWERS UTILITY AUTHORITY**  
**TWO YEAR BUDGET ADJUSTMENTS FOR FISCAL YEARS 2022/23 & 2023/24**

Fund	Acct	Sub Acct	Description	Adopted 2022-2023 Budget	Total Proposed Adjustment	Proposed Revised 2022-2023 Budget	Adopted 2023-2024 Budget	Proposed Budget Adjustment	Proposed Revised 2023-2024 Budget	
<b>600</b>			<b>MARCH JPA UTILITY AUTHORITY FUND</b>							
			<b>REVENUE</b>							
	00	40620	00	GAS COMMODITY	\$ 175,000	\$ -	\$ 175,000	\$ 180,000	\$ 270,000	\$ 450,000
	00	40625	00	GAS OPERATION & MAINTENANCE FEES	38,000	-	38,000	38,000	7,000	45,000
				<b>TOTAL REVENUE</b>	<b>213,000</b>	<b>-</b>	<b>213,000</b>	<b>218,000</b>	<b>277,000</b>	<b>495,000</b>
			<b>EXPENSES</b>							
			<b>ADMINISTRATIVE</b>							
	10	50200	02	General Legal Services (2%)	-	-	-	-	4,500	4,500
	10	50200	14	Annual Audit	5,500	1,500	7,000	5,500	1,500	7,000
				<b>Total ADMINISTRATIVE</b>	<b>5,500</b>	<b>1,500</b>	<b>7,000</b>	<b>5,500</b>	<b>6,000</b>	<b>11,500</b>
			<b>FACILITIES MGMT DEPT</b>							
	20	51350	00	Gas Commodity Expense	175,000	262,500	437,500	180,000	270,000	450,000
	20	51360	00	Gas Operation and Maintenance	25,000	(24,500)	500	25,000	(20,000)	5,000
				<b>FACILITIES MGMT DEPT TOTAL</b>	<b>200,000</b>	<b>238,000</b>	<b>438,000</b>	<b>205,000</b>	<b>250,000</b>	<b>455,000</b>
				<b>Total Revenue</b>	<b>213,000</b>	<b>-</b>	<b>213,000</b>	<b>218,000</b>	<b>277,000</b>	<b>495,000</b>
				<b>Total Expenses</b>	<b>205,500</b>	<b>239,500</b>	<b>445,000</b>	<b>210,500</b>	<b>256,000</b>	<b>466,500</b>
				<b>Projected Net Revenue</b>	<b>7,500</b>	<b>(239,500)</b>	<b>(232,000)</b>	<b>7,500</b>	<b>21,000</b>	<b>28,500</b>
			<b>NET POSITION:</b>							
				<b>Net Position, Unrestricted - Beginning</b>	<b>(225,595)</b>		<b>(225,595)</b>	<b>(286,611)</b>		<b>(286,611)</b>
				<b>Projected Net Revenue</b>	<b>7,500</b>		<b>(232,000)</b>	<b>7,500</b>		<b>28,500</b>
				<b>PROJECTED ENDING NET POSITION, UNRESTRICTED</b>	<b>\$ (218,095)</b>		<b>\$ (457,595)</b>	<b>\$ (279,111)</b>		<b>\$ (258,111)</b>