



NOTICE OF A REGULAR TAC MEETING

THE TECHNICAL ADVISORY COMMITTEE
OF THE
MARCH JOINT POWERS AUTHORITY

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

WILL BE HELD ON

Monday, August 5, 2024 from 3:30 p.m. to 5:00 p.m.

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

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

1. County of Riverside
County Administrative Center
4080 Lemon Street
Riverside, CA 92501
2. City of Perris
City Hall
101 North D Street
Perris, CA 92570
3. City of Riverside
City Hall
3900 Main Street
Riverside, CA 92501
4. City of Moreno Valley
City Hall
14177 Frederick Street
Moreno Valley, CA 92553
5. March Joint Powers Authority
Office
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

I hereby further certify that a copy of the foregoing notice was dispatched by me on August 1, 2024, to each member of the Technical Advisory Committee of the March Joint Powers Authority.

Cindy Camargo

Cindy Camargo, Secretary to the TAC

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

Monday, August 5, 2024 at 3:30 p.m.

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

AGENDA

1. Call to Order

2. Roll Call

3. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

4. Approval of the Minutes of the TAC Meeting held on May 6, 2024 – Page 4

5. Public Comments

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

6. Reports, Discussions and Actions

A) Report/Discussion: CUP 24-01: Stable Jiu Jitsu Studio at 22300 Van Buren Boulevard - Page 8

Dan Fairbanks, Planning Director

B) Report/Discussion: Veterans Affairs License Renewal and Golf Course Extension - Page 19

Lauren Sotelo, Senior Planner

C) Report/Discussion: Airport Master Plan and ALP – Page 36

Dr. Grace Martin, Chief Executive Officer

Lauren Sotelo, Senior Planner

D) Report/Discussion: Taxiway G Realignment and Pavement Management Project; FAA Grant Acceptance - Page 46

Dr. Grace Martin, Chief Executive Officer

Lauren Sotelo, Senior Planner

E) Report/Discussion: FAA Entitlement Transfer to Southern California Logistics Airport - Victorville – Page 48

Dr. Grace Martin, Chief Executive Officer

7. TAC representation and report at the next scheduled JPC Regular Meeting –

August 14, 2024

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

9. Adjournment

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

Copies of written documentation relating to each item of business described above are on file in the office of the March Joint Powers Authority (March JPA), 14205 Meridian Parkway, Ste. 140, Riverside, California and are available for public inspection during regular office hours which are 7:30 a. m. to 5:00 p.m., Monday through Thursday, Friday-Closed. Written materials distributed to the March Joint Powers Technical Advisory Committee (TAC) within 72 hours of the TAC meeting are available for public inspection immediately upon distribution in the March JPA office at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2)). Copies of written materials may be purchased for \$0.20 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

Dated: August 1, 2024

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

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

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

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

Monday, May 6, 2024 at 3:30 p.m.

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

MEETING MINUTES

Present: Juan Perez, County of Riverside, Acting Chair
Clara Miramontes, City of Perris
Rafael Guzman, City of Riverside
Michele Patterson, City of Moreno Valley

Absent: Tisa Rodriguez

Others in Attendance:

Dr. Grace Martin, March JPA	Jeremy Holm, BB&K
Cindy Camargo, March JPA	Dan Fairbanks, March JPA
Bree Bettencourt, March JPA	Roxanne Corona, March JPA
Jeff Smith, March JPA	Timothy Reeves, Lewis Companies
Adam Collier, Lewis Companies	Albert Maldonado, BB&K
Thomas Ketchum, County of Riverside	Nina Schumacher, March JPA
Thao Le, March JPA	Tina Grande, County of Riverside
Chris Coetzee, Waypoint Properties	Susana Hernandez, Willdan
Mike McCarthy, RNOW	Andrew Silva, Orangecrest Resident
Christian Melo, Willdan	Marc Champigny, C&S Engineering, Inc.

1. Call to Order

Acting Chair Perez called the meeting to order at 3:31 p.m.

2. Roll Call

Perez, Miramontes, Guzman, Patterson

3. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Dr. Martin stated that there is a typo on the agenda.

3. Approval of the Minutes of the TAC Meeting held on April 1, 2024

Motion to approve: Guzman

Second: Miramontes

Abstain: None

5. Public Comments

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

There were no in person Public Comments and 63 Public Comments via email.

6. Reports, Discussions and Actions

A) Report/Discussion: Riverside County Sheriff's Department Truck Enforcement Discussion

Jeff Smith, Principal Planner gave an update on this item.

Acting Chair Perez asked how current numbers compare to past numbers. Mr. Smith answered that he will ask Senior Planner, Lauren Sotelo, to provide a breakdown at the next TAC meeting.

B) Report/Discussion: Airport Master Plan Update

Marc Champigny, C&S Engineering, Inc. provided an update on this item.

Member Patterson asked what areas of concern the base may have. Mr. Champigny answered, areas of concern are the access to runway 32 and making sure that they have access when they have an alert.

Member Guzman asked what would be associated with the local share and how it works toward the 100%. Mr. Champigny answered that Caltrans provides 5% or 50% of the non-federal share match but it must be applied for, and to his knowledge, the JPA has not applied for it. He added that it is an option to offset some of the local shared costs, but they don't total up left to right. It was shown that there is some potential funding that could alleviate that share. Mr. Champigny added that not everything is FAA eligible on the project list so the federal share for 90% are projects that are eligible, and hangars and building improvements are technically eligible but the FAA priorities system works from the airfield out to the land side for safety reasons.

Acting Chair Perez asked about the approximate \$39 million Phase 1 and if it is associated with taxiway improvements. Mr. Champigny stated that it's everything in the first 5 years of the plan.

C) Report/Discussion: Update on the FY 2024/2025 LLMD No. 1 Engineers Report

Dan Fairbanks, Planning Director and Susana Hernandez, Willdan provided an update on this item.

The following person(s) provided a public comment on this item:

1. Mike McCarthy

Acting Chair Perez asked if the LLMD is set up primarily for maintenance cost over capital cost. Mr. Fairbanks answered that it is set up for maintenance cost but there is a small budget for replacement of facilities within the budget this is identified as a capital cost.

Member Guzman asked if LLMD covers any of the area of the West Campus Upper Plateau space. Ms. Hernandez answered that even though it's in the boundaries of the district, it's exempt property. Member Guzman asked if that will remain the case if it is part of a conservation easement. Ms. Hernandez answered that it will never be assessed as long as it's a conservation easement. Mr. Fairbanks answered that the open space property is owned by the March JPA and there is a conservation easement that has been conveyed to the Rivers and Lands Conservancy. He added that there is no assessment on that property because there are no benefits that are being conveyed to that property.

Acting Chair Perez asked if a cap was identified for assessment amounts or were they adjusted based on the construction cost index. Ms. Hernandez responded that there are two components to the maximum escalation factor, one is the construction cost index, and the other is the actual cost of water. She added that if the actual cost of water goes up by a certain percentage, then the amount of water within the budget goes up by that same percentage. Usually, utilities are the items that increase more than the construction cost index so it's a combination of the actual water increase and the construction cost index.

D) Report/Discussion: General Plan Amendment GP 21-01, Specific Plan SP-21-01, Zone Change ZC 21-01, Tentative Parcel Map 38063, Plot Plan PP 21-03, Plot Plan PP 21-04, Development Agreement DA 21-01, and third amendment to the West March Disposition and Development Agreement (#3), providing for multiple applications allowing for approximately 19 buildable lots on 250.85 acres, 17.72 acres for private open space, 37.91 acres for public streets, 2.84 acres for public utilities, 60.28 acres for public parks, and 445.43 acres for conservation easement area, collectively known as the West Campus Upper Plateau, located ¼ mile south of Alessandro Boulevard, one-half mile west of Interstate 215, on both sides of the Barton Street and Cactus Avenue alignments.

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

The following person(s) provided a public comment on this item:

1. Andrew Silva
2. Mike McCarthy

Attorney Holm stated that Attorney Maldonado was available for questions.

Member Guzman stated that he would like to see the 45' versus 50' topic to be brought back for the Good Neighbor policy. Member Guzman asked if it was clarified if the conservation areas will be open to hiking and biking. He also asked if the conservation area will be fenced but accessible. Mr. Fairbanks answered that there are six locations that are intended to be waypoints for specific locations that provide access into the conservation easement and those locations provide park rules, trash cans and seating. Member Guzman stated that he is pleased to see that industrial uses are set back from 1,000 feet from residential and business park uses set back 800 feet. Member Guzman also added that he is pleased to see that transportation of the mixed-use industrial business park is separated from transportation through the park area. Member Guzman continued that the timeline to design the park with meaningful feedback from all the stakeholders is good. He added that perhaps that timeline

could be expanded so that park planning can take place. Member Guzman stated that the contributions being put into an escrow account is very smart because park planning can take quite a bit of time. He added that the project continues to improve, it's not perfect yet, but he feels it does maintain the Good Neighbor guidelines from a City of Riverside perspective.

Member Miramontes asked Dan to reiterate if the truck traffic will have direct access onto the freeway without the need for any traffic to travel through Alessandro and Van Buren Blvd. Mr. Fairbanks reiterated that trucks will be directed to go toward the 215 freeway through Cactus Avenue. Member Miramontes inquired about additional buffers beyond the 800-foot buffers for business park. Mr. Fairbanks stated that ultimately there would have been some kind parameters for some type of buffer. Member Miramontes asked on the timing of when the park will be completed. Dr. Martin responded that it will be built into the feasibility study. Member Miramontes asked if the feasibility study would go to commission for approval. Mr. Fairbanks responded "correct". He added that study will require working with the City of Riverside, the County of Riverside and residents. Acting Chair Perez stated that the timing of the feasibility study will help define the contours better so he would like to see the process of the project moving forward. He would like more time for community input and the ability to form decisions that will lead to the grading. He added that he would also like to acknowledge that the buffers are certainly more significant than what they've seen in any other project. Acting Chair Perez asked about the CFD on the park maintenance and what the acreage footprint applies to. Mr. Fairbanks answered that it applies to 250 acres. Mr. Fairbanks added that they do have an estimate that can cover it but there needs to be a little bit of latitude in there depending on what the park facility is designed at. Member Guzman asked if it could also be used for capital improvements or for the refurbishment of capital development in the park. Mr. Fairbanks stated that there are a great number of expenses for overhead and maintenance and only a small budget for capital expenses. He continued that all of the capital expenses are for the repair of existing facilities like sidewalks, replacement of trees, etc. Chair Perez asked Mr. Fairbanks if the Orangecrest community buffer maintenance will be covered by the endowment. Mr. Fairbanks answered that the conservation easements require an endowment, that it was recorded to date with 140 acres, a 1.7 mil endowment for that.

E) Report: Rolling Calendar and Future Agenda Items

Dr. Grace Martin, Chief Executive Officer

No questions, TAC comments or public comments.

7. TAC representation and report at the next scheduled JPC Regular Meeting – May 8, 2024.

There will not be a report provided at the next JPC meeting.

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

None.

9. Adjournment

The meeting was adjourned at 5:27 p.m.

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

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

Meeting Date: August 5, 2024

Report/Discussion: CUP 24-01: Stable Jui Jitsu Studio at 22300 Van Buren Boulevard

Background:

Overview: March JPA has received a request for a Jui Jitsu Studio within a 1,750 square foot Mixed-Use building located at 22300 Van Buren Boulevard. The applicant has submitted a letter identifying that the facility would accommodate up to 20 students at a time, during evening (4:30 PM to 7:30 PM), and Saturdays (10:00 AM to 2:00 PM).

Intensity: The requested facility is located within the Meridian Specific Plan (SP-5). In recognition of the aviation safety and noise issues relative to March Air Reserve Base/March Inland Port, the specific plan establishes Conditional Use Permit requirements on assembly uses, to assure that the specific operation complies with Airport Land Use Commission guidelines for project intensity (persons/acre).

ALUC Review: The subject use was reviewed by the Airport Land Use Commission on July 11, 2024, and determined to be conditionally consistent with the 2014 Riverside County Airport Land Use Compatibility Plan for March Air Reserve Base/March Inland Port, subject to conditions of approval.

Parking: The proposed use is planned within an 8,097 square foot multi-tenant building, with single ownership, located within the Mixed Use (SP-5) zoning district that accommodates a mix of office, retail and light assembly uses. At present, two tenant spaces are occupied with office uses, two tenant spaces are vacant, and the fifth tenant space is being pursued for the Jui Jitsu studio. Thirty-nine parking spaces are available, which is ample for the mix of current tenants. The current development would also accommodate additional office and retail use without parking issues. Should restaurants be pursued in the vacant tenant spaces, further parking analysis may be required, and could necessitate the submittal of a shared parking analysis.

Attachment(s):

- 1) July 11, 2024, RCALUC Determination
- 2) Project Narrative
- 3) Aerial Map
- 4) Site Plan
- 5) Floor Plan
- 6) Conditional Use Permit Required Findings

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



July 11, 2024

Dan Fairbanks, Project Planner
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

CHAIR

Steve Manos
Lake Elsinore

VICE CHAIR

Russell Betts
Desert Hot Springs

COMMISSIONERS

John Lyon
Riverside

Steven Stewart
Palm Springs

Richard Stewart
Moreno Valley

Michael Geller
Riverside

Vernon Poole
Murrieta

STAFF

Director
Paul Rull

Simon A. Housman
Barbara Santos
Jackie Vega

County Administrative Center
4080 Lemon St., 14th Floor.
Riverside, CA 92501
(951) 955-5132

www.rcaluc.org

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW

File No.: ZAP1610MA24
Related File Nos.: CUP24-01 (Conditional Use Permit)
Compatibility Zone: Zone C1
APNs: 294-070-041

Dear Mr. Fairbanks:

On July 11, 2024, the Riverside County Airport Land Use Commission (ALUC) found March Joint Powers Authority Case No. CUP24-01 (Conditional Use Permit), a proposal to establish a 1,725 square foot Jui Jitsu studio within an existing commercial office building totaling 8,097 square feet on 1.31 acres, located on the northeast corner of Meridian Parkway and Van Buren Boulevard, **CONSISTENT** with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions:

CONDITIONS:

1. Any outdoor lighting 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.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site.
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.
 - (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport to the extent as to result in a potential for temporary after-image greater than the low ("green") level.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)

- (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials and critical community infrastructure facilities.
 - (f) Highly noise-sensitive outdoor nonresidential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters.
 - (g) Hazards to Flight.
3. The attached "Notice of Airport in Vicinity" shall be provided to all prospective purchasers and occupants of the property and be recorded as a deed notice.
 4. 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.
 5. Any other proposed basin would require review and approval by the ALUC. Any proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the 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 basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention 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.

6. The project has been evaluated for a 1,725 square foot Jiu Jitsu studio located within an existing commercial office building, consisting of 1,529 square feet of mat area, and an additional four other office suites totaling 6,231 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

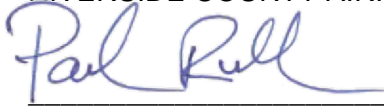
the ALUC Director.

7. 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.

Supporting documentation was provided to the Airport Land Use Commission and is available online at www.rcaluc.org, click Agendas 07-11-2024 Agenda, Bookmark Agenda Item No. 3.1.

If you have any questions, please contact me at (951) 955-6893.

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



Paul Rull, ALUC Director

Attachments: Notice of Airport in Vicinity

cc: Stable Jiu Jitsu Riverside (applicant/representative)
SBLA Investments, LLC (property owner)
Gary Gosliga, March Inland Port Airport Authority
Major David Shaw, Base Civil Engineer, March Air Reserve Base
ALUC Case File

X:\AIRPORT CASE FILES\March\ZAP1610MA24\ZAP1610MA24.LTR.doc

NOTICE

**THERE IS AN AIRPORT NEARBY.
THIS STORM WATER BASIN IS DESIGNED TO HOLD
STORM WATER FOR ONLY 48 HOURS AND
NOT TO ATTRACT BIRDS**

**PROPER MAINTENANCE IS NECESSARY TO AVOID
BIRD STRIKES**



IF THIS BASIN IS OVERGROWN, PLEASE CONTACT:

Name: _____

Phone: _____

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 & Professions Code Section 11010 (b) (13)(A)



STABLE JIU JITSU RIVERSIDE

22300 Van Buren Blvd. Suite 104
Riverside, CA 92518

PHONE:

951-285-8110

WEBSITE:

Stablejiujitsu.com

EMAIL:

info@stablejiujitsu.com

STABLE JIU JITSU RIVERSIDE is a martial arts studio specializing in Brazilian Jiu Jitsu instruction. The owners will run it with no employees. It will instruct children and adults. The studio expects approximately 10-20 members per class. The studio will operate during the week in the evening hours of 4:30 pm to 7:30 pm. Weekend operations will be held on Saturdays between 10:00 am and 2:00 pm.

There will be martial arts classes for children and adults, and each class will be run at separate times—one at a time. Children's instruction will also be separated by age to focus on safe instruction and children's attention span. Parents may be present during children's class.

STABLE JIU JITSU RIVERSIDE hopes to serve the community positively by teaching adults and children self-defense, fitness, and self-confidence. It is intended to help people in a safe and inviting environment.

STABLE JIU JITSU RIVERSIDE,

Rodney and Amy Hefington

CUP 24-01: Stable Jui Jitsu



- Legend**
- County Boundary
 - City Boundaries
 - County Centerline Names
 - County Centerlines
 - Blueline Streams
 - City Areas
 - World Street Map



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

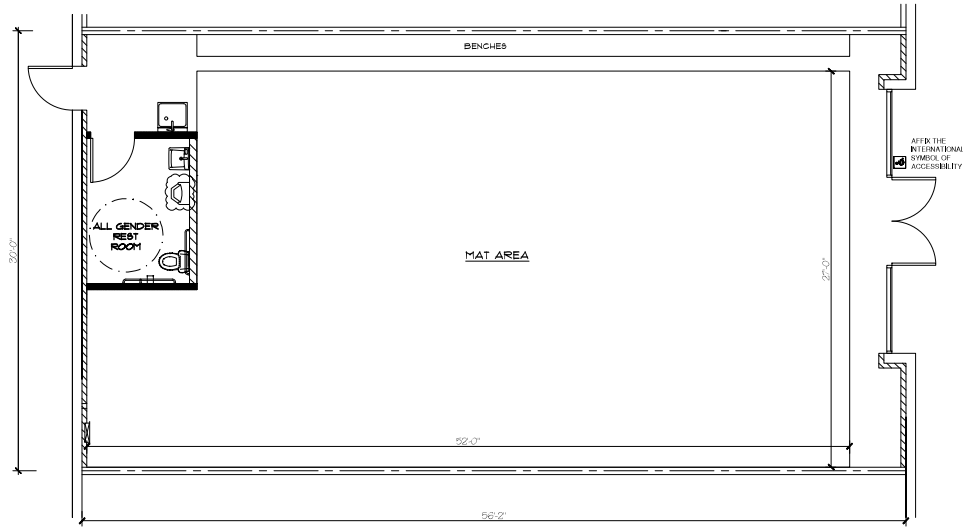
0 770 1,539 Feet

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Notes

SUITE 104, FLOOR PLAN - SCALE 1/4"=1'-0"



SUITE 104

PROPOSED FLOOR PLAN

A-2

SECTION 9.02.060 CONDITIONAL USE PERMIT

C. Required Findings

A Conditional Use Permit may be approved in whole or in part, if all of the following findings can be made:

1. The proposed project is consistent with the goals, objectives, policies and programs of the March JPA General Plan;
2. The proposed project complies with all applicable zoning and other regulations;
3. The proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity; and
4. The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

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

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

Meeting Date: August 5, 2024

Report/Discussion: Veterans Affairs License Renewal and Golf Course Extension

Background:

On May 12, 2017, the March Joint Powers Authority (“MJPA”) submitted acquisition terms to the U.S. Department of Veterans Affairs (VA) for purchasing General Old Golf Course. On September 27, 2017, the March Joint Powers Commission approved the Offer to Sell General Old Golf Course to Veteran’s Affairs. Below were the terms of the offer:

- Purchase Price: \$12.5 Million
- Authorization for March JPA to continue to operate General Old Golf Course for \$1/year
- VA will grant approximately 13.5 acres of land for drainage flow mitigation
- VA will grant approximately 12.3 acres of Right of Way to extend Village West Drive to connect to Nandina Avenue with the caveat that a future underpass or overpass shall be constructed so as not to impede future funeral processions.

Following the closing date, a Revocable License for the continued use of General Old Golf Course on VA property went into effect in January of 2019 for a term of 5 years. The VA desires to extend the License per the terms of the agreement which allow for 5 additional one year extensions. The extension would allow the General Old Golf Course to remain in operation on VA property. The attached Revocable License Authorization would extend the original license for use of the Real Property to January 2025. Four one-year extensions would remain after 2024. The VA is amenable to extending the life of the license beyond 5 years and negotiating new terms at the end of our new 5-year term. The VA masterplan for the Riverside National Cemetery does not anticipate expansions into the General Old Golf Course area in the next fifty (50) years.

Attachment(s):

- 1) Revocable License Authorization Form
- 2) Original Revocable License of Real Property Granted to the March Joint Powers Authority by the U.S. Department of Veterans Affairs
- 3) General Old Golf Course Survey Map.



U.S. Department
of Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE MARCH JOINT POWERS AUTHORITY		4. NAME AND ADDRESS OF INSTALLATION GENERAL OLD GOLF COURSE 16700 Village West Drive Riverside, CA 92518	
3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) MARCH JOINT POWERS AUTHORITY 14205 Meridian Parkway, Suite 140 Riverside, CA 92518		5. PERIOD COVERED FROM (Month, day, year) TO (Month, day, year) 01/04/2024 06/30/2025	
3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) MARCH JOINT POWERS AUTHORITY 14205 Meridian Parkway, Suite 140 Riverside, CA 92518			

6. CONSIDERATION
Licensor hereby grants to Licensee, a License to operate and maintain the General Old Golf Course and certain other real property at an annual charge of one dollar (\$1.00)

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.) See Exhibit A - General Old Golf Course; Exhibit B - Original License	7B. EXHIBIT(S) ATTACHED Exhibit A - General Old Golf Course Map Exhibit B - Original License
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

8. PURPOSE OF LICENSE
Excepting the term modification, this license extends the original Revocable License For Use of Real Property granted to March Joint Powers Authority on January 15, 2019. All original terms and conditions stand. The original license is attached hereto and made a part hereof.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

VETERANS AFFAIRS LICENSOR		LICENSEE	
DATE OF LICENSE (Month, day, year) June 20, 2024		DATE ACCEPTED (Month, day, year)	
SIGNATURE(S) OF LICENSOR (Sign in ink) JOHN THOMAS <small>Digitally signed by JOHN THOMAS Date: 2024.06.20 16:37:39 -0400</small>		TYPED NAME OF SIGNATORY	
ADDRESS OF LICENSOR John D. Thomas Associate Executive Director Office of Real Property Office of Construction and Facilities Management 425 I Street, NW Washington, DC 20001		SIGNATURE(S) OF SIGNATORY (Sign in ink)	
		TITLE OF SIGNATORY	
		TELEPHONE NO. OF LICENSEE (Including Area Code)	

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
Secretary of the corporation named as licensee herein; that _____
who signed said license on behalf of the licensee was then _____
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and
is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature) (Sign in ink)

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

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**REVOCABLE LICENSE FOR USE OF REAL PROPERTY
GRANTED TO
MARCH JOINT POWERS AUTHORITY
BY
THE U.S. DEPARTMENT OF VETERANS AFFAIRS**

THIS AGREEMENT ("Agreement" or "License") is entered by and between the UNITED STATES OF AMERICA, for and on behalf of the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensor" or "VA") and MARCH JOINT POWERS AUTHORITY, a federally recognized reuse authority ("Licensee") to permit Licensee to use a portion of Licensor's property known as the General Old Golf Course and located at 16700 Village West Drive, Riverside, CA 92518 (the "Property"). The Licensor and Licensee are collectively referred to in the Agreement as "Parties" and severally, as a "Party."

NOW, THEREFORE, consideration of the foregoing premises and the mutual covenants set forth herein, the adequacy of consideration of which is hereby acknowledged, the Parties agree as follows:

1. General. Licensor hereby grants to Licensee, a License to operate and maintain the General Old Golf Course (the "Golf Course") and certain other real property at an annual charge of one dollar (\$1.00).

2. Term. This License shall commence on the Closing Date (as set forth in the Offer to Sell) and after completion of all obligations under Paragraph 5 of the Offer to Sell, and unless earlier revoked or terminated, shall expire after five (5) years from the date of commencement. Prior to the expiration of the License, the Licensee may request a one (1) year extension of this License by giving written notice no later than six (6) months prior to expiration of the then current term, provided that Licensee is in full compliance with this License and all applicable laws. This License may be renewed upon the same terms for up to five (5) additional one-year periods upon obtaining written approval of the Government, which shall be granted no later than ninety (90) days prior to the expiration of the then current term. The License shall be reviewed annually by all Parties to ensure terms and conditions are being met.

3. Description of Property. The Property, which is the subject of this License, is specifically described in Exhibit A (Legal Description) and depicted in Exhibit B (Site Plan), attached hereto and made a part hereof.

4. Responsibilities.

A. The Licensor shall provide and/or be responsible for the following, except as otherwise specifically provided in this License:

i) Licensor will conduct periodic inspections of Golf Course, buildings, structures and utilities to ensure VA and Federal regulations, rules, guidelines, and directives are followed.

ii) Maintain the adjacent or surrounding landscape and VA facilities.

iii) Licensor shall contract for a survey of the Property to finalize the boundaries of this License. Results of this survey shall then be incorporated by amendment/modification to this License.

B. The Licensee shall provide and/or be responsible for the following, except as otherwise specifically provided in this License:

- i) Maintain a playable golf course per industry standards.
- ii) Plan and effectuate all maintenance and project work on the Property, applying agronomic and administrative expertise to achieve maintenance standards and long-term goals.
- iii) Ensure proper application of irrigation water, grass seed and/or sprigs, plant nutritional products, plant control products, soil and sand mixtures sufficient to maintain course within regulatory and industry standards. Work with industry professionals, as needed, to maintain standards.
- iv) Acquire equipment and purchase necessary supplies, water, electric, and other utilities as needed to operate and maintain the Property.
- v) Contract for and pay the expenses of all utility services required for the Property, such as utilities, including but not limited to, all air conditioning, heating, electrical, gas, water and sewer units. Licensee shall be liable for payment as well as maintenance of all utility services received.
- vi) Manage the Property work force, including recruitment and staff training, to include training on safety, the proper methods and uses of motorized turf equipment, and application of plant control products.
- vii) Develop a system to validate that only guests are parking at the designated parking outlined in Exhibit B.
- viii) Maintain insurance as required by this License.
- ix) Protect, preserve, operate, maintain, and repair the Property in good order and condition. All buildings, structures, roadways, landscaping, and grounds shall be maintained to a standard which is at least comparable and consistent with the maintenance provided for surrounding VA facilities and the industry standards for a golf course.
- x) Maintain areas only within the boundaries of the Property. Licensee is not to disturb, alter or modify adjacent or surrounding VA facilities and property.
- xi) Maintain VA security/disturbance protocol by adhering to VA and Federal security procedures under 38 CFR 1.218 – *Security and Law Enforcement at VA Facilities*.

5. Environmental Protection Provisions

A. Licensee shall be responsible for obtaining, at its sole cost and expense, any environmental permits required for its operations, independent of any existing permits held by Licensor. Copies of all required permits shall be provided by Licensee to Licensor for inspection upon request. Any environmental permit required herein shall list LICENSEE as operator.

B. Licensee shall be responsible for compliance with all applicable Federal, state, and local environmental laws, regulations, etc. Licensee agrees to remediate, at its sole cost and expense, all hazardous substance contamination that is found to have occurred as a result of the use authorized herein.

C. Licensee shall be solely responsible for any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, or disposal arising from Licensee's occupancy, use of, operations, or any other actions by Licensee giving rise to Licensor liability, civil or criminal, or responsibility under Federal, state or local environmental laws or regulations. This provision shall survive the expiration or termination of this Agreement and Licensee's obligations hereunder shall apply whenever Licensor incurs costs or liabilities for Licensee's actions.

D. To the maximum extent allowable by Federal law and regulations, Licensee shall be responsible for the cost of any environmental removal or remedial action, as and to the extent arising from actions or omissions of Licensee that may be necessary or required in connection with actions or omissions attributable to the use and occupation of the Property by Licensee.

E. Storage and Hazardous Materials. Storage, treatment, or disposal of toxic or hazardous materials or waste on the Property, except as to material required or generated in connection with the authorized and compatible use of the Property, is prohibited except as authorized by the Licensor. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Property. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws.

F. Licensee recognizes that Licensor as a Federal agency must be notified of activities that have the potential to impact the environment and historic properties under VA's jurisdiction and control. Licensee agrees that any upgrades, installations, improvements, rehabilitation, construction, or other similar actions that Licensee may desire to undertake must first be evaluated for required compliance activities with applicable laws and regulations, including but not limited to those regarding the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Licensee shall commence the necessary compliance activities and coordinate with Licensor early in the planning process.

6. New Construction or Alterations of Buildings or Structures.

A. Any and all capital improvements shall require the consent and approval of a VA Contracting Officer or his/her designee. Any and all capital improvements that VA deems to be outside the scope of this License shall be considered a gift or donation. Determinations of whether a capital improvement is within or outside the scope of this License is and shall remain solely vested with the VA Contracting Officer or his/her designee.

B. The Licensee shall not place or construct upon, over, or under the Property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. Any construction of a new structure on the Property, or structural change, alteration, addition, modification or physical improvement to the Property, including those that expand, increase or decrease the capabilities of the Property, including structures, facilities, and grounds, must be pre-approved by VA.

7. Sanitary Conditions. The Licensee shall at all times keep the Property in the sanitary condition satisfactory to VA and industry standards. At Licensee's expense, all waste and debris created by Licensee's employees, golf course volunteers, patrons, visitors, and contractors will be properly disposed of off of the Property.

8. Damage. No Licensor property shall be destroyed, displaced, or damaged by the Licensee in exercise of the privilege granted by this License, normal wear and tear excepted, without the prior written consent of Licensor and the express agreement of the Licensee to promptly replace, return, repair, and restore any such property to a condition satisfactory to Licensor upon demand.

Licensor and Licensee will conduct a joint inspection upon issuance of the License and then upon its termination or expiration to identify any damages to Licensor property and agree to a reparation plan.

9. Indemnification. The Licensee shall indemnify and save harmless the United States, its agents, assigns, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by this License, or any act of omission of Licensee, including failure to comply with the obligations of said License.

To the extent Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Resource Conservation Recovery Act, as amended ("RCRA"), or other applicable environmental law properly imposes liability, loss, expense, or damage, or cost upon Licensor for any matter relating to any hazardous substance or otherwise of an environmental nature on or affecting the Property due to acts of Licensee, its contractors, builders, agents, employees, and/or licensees, including any environmental remediation, Licensee shall indemnify licensor for any liability, loss, expense, damage, or cost incurred or suffered by Licensor and properly assessable against Licensee under CERCLA, RCRA, or other applicable environmental law. Licensee shall immediately notify Licensor upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Licensee and/or Licensor action and/or expenditure of funds.

10. Insurance.

A. Licensee, at its expense, shall carry and maintain with regard to the Property the following insurance during the term of this License:

i) All-risk property and casualty insurance.

ii) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, with respect to the Property, to afford protection with limits of liability in amounts approved from time to time by the Licensor, but not less than one million dollars (\$1,000,000.00) in the event of bodily injury or death to any number of persons in any one accident, and not less than one million dollars (\$1,000,000.00) for property damage.

iii) Workers compensation or similar insurance in form and amounts required by law.

iv) All other types of insurance imposed by applicable legal requirements, or customarily carried and maintained by owners and operators of similar properties and as the Licensor may reasonably require for its protection.

v) All amount of insurance shall be reviewed and adjusted annually, if required.

B. Licensee shall deliver promptly to the Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) calendar days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks.

11. Acts of God. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

12. Operation.

A. The Licensee shall confine activities on the Property to those necessary for the enjoyment of the privilege granted by this License, and shall refrain from marring or impairing the appearance of said Property, obstructing access thereto, interfering with the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

B. Maintain knowledge of current and projected industry developments and trends through active and continuous participation in relevant associations and organizations.

C. Develop an annual maintenance budget and operating plan to include activities associated with proper turf grass and plant care, including but not limited to chemical application practices for fertilizers and pest control, aeration, labor schedules, irrigation, equipment maintenance and repairs, and course improvement projects.

D. Ensure compliance with all applicable state and federal laws, OSHA rules and regulations, relating to chemical fertilizer storage and disposal, employee safety, public safety, etc.

E. Maintain accurate records of commercial pesticide & fertilizer applications.

F. Maintain an inventory of all Licensee owned personal property (furniture, equipment, vehicles) and temporary structures located on the Property that are utilized for the execution of this License.

13. Security. Licensee shall be responsible for establishing, maintaining, and implementing security policies and procedures for the Property, within regulatory and industry standards. Licensee, subject to applicable law, shall comply with all security regulations in effect from time to time at the Property and shall comply with Licensor's security policies and procedures, unless waived by the Licensor. Licensee shall ensure that any third Party security that the Licensee retains have adequate types and amounts of insurance, customary per industry standard. Licensee shall ensure that that Licensor is named as an additional insured on each of said policies and shall provide additional insured endorsements or certificates evidencing the same to Licensee for each year that this Agreement is in effect.

14. Nondiscrimination. Licensee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex or national origin in providing, or refusing to provide, to such person or persons the use of the Property, including any and all services, privileges, accommodations and activities provided thereby. It is further agreed that Licensee shall include or require the inclusion of the foregoing provision in any contract or agreement relating to the exercise of the privilege granted by this License.

15. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee. Additionally, Licensee shall be solely responsible for any and all costs associated with operating the Golf Course.

The Licensee shall keep the Property free and clear of all levies, liens, and encumbrances, and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) which may now or hereafter be imposed upon the use of the Property.

16. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property, whether or not of record.

17. No Transfer or Assignment. Licensee may not assign its rights under this License to any other person or entity, except and to the extent the Parties may otherwise mutually agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate termination.

18. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits, and authorizations for construction or use of the Property from any federal, state, or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Property.

19. No Interference. During the term of the License, neither Party shall interfere with other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner to minimize risk of injury or inconvenience to the other Party's employees, agents, and invitees, or damage to the Property, subject to the terms of this Agreement.

20. Default. Each of the following shall constitute a default by the Licensee under this License:

A. Failure to maintain, repair, operate or service the Property as specified in the License, or failure to perform any other requirement of the License as required provided any such failure shall remain uncured for a period of thirty (30) calendar days following Licensee's receipt of notice thereof from the Contracting Officer or other authorized VA representative.

B. Repeated and unexcused failure by Licensee to comply with one or more requirements of this License shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to Paragraph 21.

21. Breach and Cure. In the event that either Party breaches any of its respective obligations under this License, the non-breaching Party shall send the breaching Party written notice, specifying the nature of such breach, pursuant the notification terms in Paragraph 27 of this License. The breaching Party shall not have less than thirty (30) calendar days from the receipt of such notice within which to cure such breach. If more time is reasonably required for the breaching Party's performance, then the breaching Party shall notify the non-breaching Party in writing of its proposed schedule for performance, within such thirty (30) calendar day period. If breaching Party fails to cure or to commence cure within such thirty (30) calendar day period, then the non-breaching Party shall have the right to terminate this License immediately by serving the breaching Party with written notice of termination.

22. Right of Entry. Licensor shall have the right to enter the Property for the purposes of inspection, maintenance, construction, and repairs pursuant to the terms of this License, and upon providing prior written notice to Licensee, which for the purposes of this Agreement shall constitute not less than fifteen (15) calendar days in non-emergency situations, and reasonable prior notice for any emergency situations, ideally twenty-four (24) hours advance notice.

23. No Partnership or Joint Venture. This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

24. Governing Law. This Agreement shall at all times be subject to applicable Federal, State, and local laws, codes, ordinances, and regulations.

25. Final Agreement. This License supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

26. Severability. If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

27. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

If to Licensor:

U.S. Department of Veterans Affairs
22495 Van Buren Boulevard
Riverside, CA 92518
Attn: Cemetery Director

with copies to:

U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Chief Counsel, Real Property Law Group

and

U.S. Department of Veterans Affairs
Office of Real Property
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Director, Office of Real Property

If to Licensee:

March Joint Powers Authority
14205 Meridian Parkway
Suite 140
Riverside, CA 92518
Attn: Danielle M. Kelly, DPA

All notices and communications given under this License shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) twenty-four (24) hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

28. Valid Agreement and Authorization to Enter Agreement. The Parties hereto represent and warrant that this Agreement is validly entered, and that the persons signing below are authorized to enter in this Agreement on behalf of the Party hereto represented by such person.

29. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

U.S. DEPARTMENT OF VETERANS AFFAIRS
AS LICENSOR

BY: _____

Name: Anthony E. Costa

Signature: 


Title: Acting Executive Director

Date: 15 JAN 2019

MARCH JOINT POWERS AUTHORITY
AS LICENSEE

BY: _____

Name: Danielle M. Kelly, DPA

Signature: 

Title: Executive Director

Date: January 4, 2019

CERTIFICATION OF AUTHORIZATION

I, Danielle M. Kelly, DPA (print name), certify that I am the Executive Director (title) of March Joint Powers Authority named as Licensee in the License and that I am duly authorized to sign for and in behalf of March Joint Power Authority by authority of its governing body, and am acting within the scope of its corporate powers.

By: Danielle M. Kelly, DPA

Name: Danielle M. Kelly, DPA

Signature: 

Title: March JPA Executive Director

Date: January 4, 2019

ACKNOWLEDGMENT

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

State of California
County of Riverside

On January 4, 2019, before me, Cindy Camargo, Notary Public, personally appeared Danielle M. Kelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Cindy Camargo (Seal)
Cindy Camargo, Notary Public
Commission Expires July 23, 2021

Attached to: Riverside CA – Revocable License (RPLG 1.4.2019)

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

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

Meeting Date: August 5, 2024

Report/Discussion: Airport Master Plan and ALP

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

On April 28, 2021, the Commission authorized the March Inland Port Airport Authority's (MIPAA) FAA submittal for an Airport Master Plan. The master plan project would allow MIPAA to establish a 20-year plan for the buildout of the airport. The plan would include an update to the current Airport Layout Plan and update the airport capital improvement program. Marc Champigny with C&S Engineering will present the master plan and provide a report on the status of planning activities and next steps on completing required FAA submittals. This item appeared before the Airport Land Use Study Committee on Wednesday, May 1st and then before the TAC on May 6, 2024. The Commission received an filed a report on this item at their May 8, 2024 meeting and at that time the MJPA team was waiting for input from the March Air Reserve Base.

On June 24, 2024, staff received comments from the base on preferred new taxiway connections to the main Runway 14/32. Those changes have been incorporated into the new Master Plan which will be presented to the Commission at their August 14th meeting for consideration, and submitted to the FAA soon thereafter.

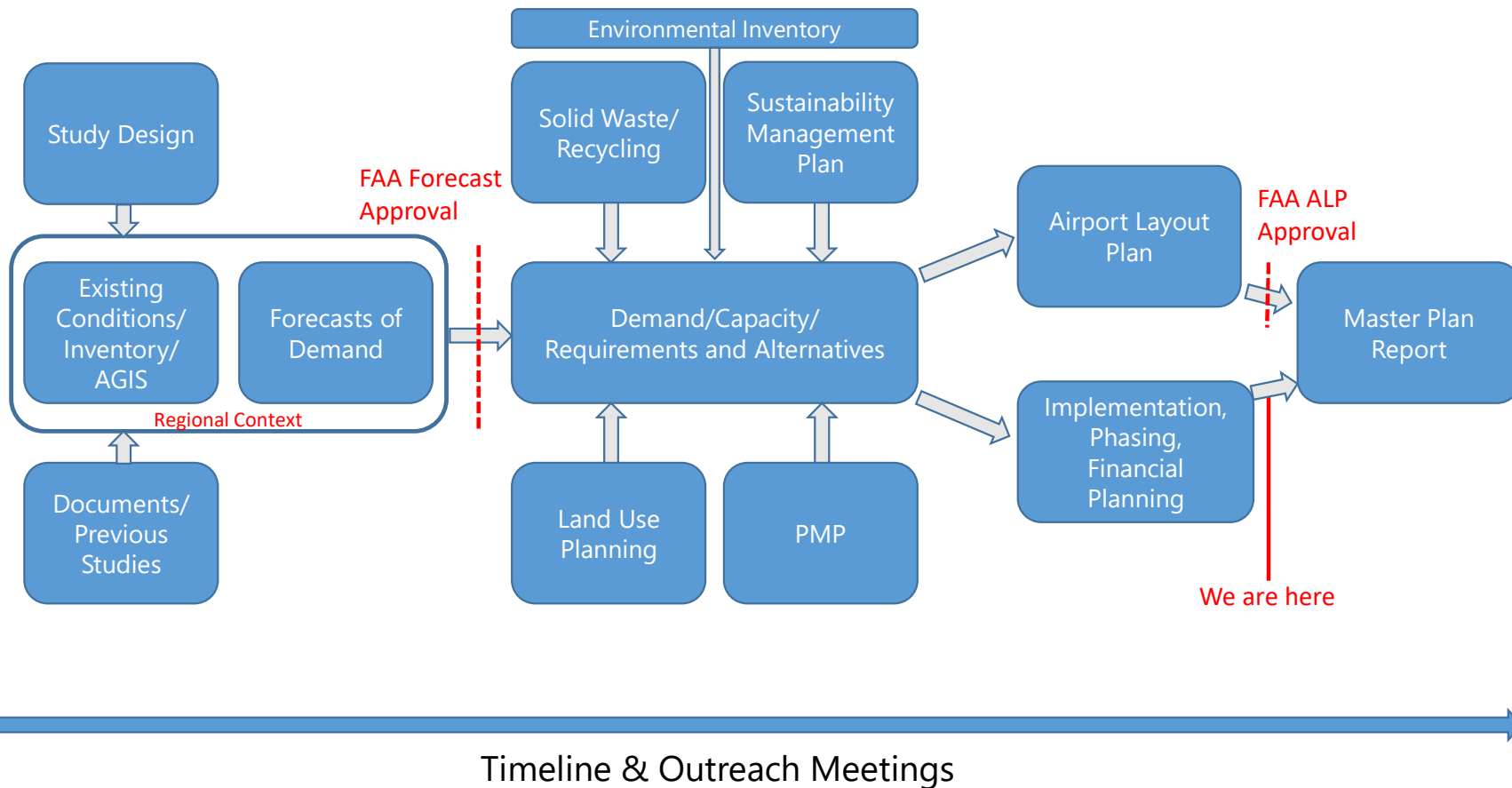
Attachment(s): 1) Airport Master Plan Presentation

Technical Advisory Committee Briefing

Airport Master Plan
March Inland Port Airport
August 5, 2024



Process Flowchart/Schedule



Approved FAA Forecast

Table 4.14 – March Inland Port Airport Demand Forecast Summary

Forecast Year	Total Operations	FAA TAF Forecast
Existing	5,126	0
5-Year	8,746	0
10-Year	11,966	0
15-Year	14,458	0
20-Year	17,485	0

Source: FAA TAF March 2022; C&S Engineers, Inc.



U.S. Department
of Transportation
Federal Aviation
Administration

Western-Pacific Region
Airports Division
Los Angeles Airports District Office

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

February 6, 2023

Mr. Gary W. Gosliga
Airport Director
March Inland Port Airport Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

**March ARB Airport (RIV)
Aviation Activity Forecast**

Dear Mr. Gosliga,

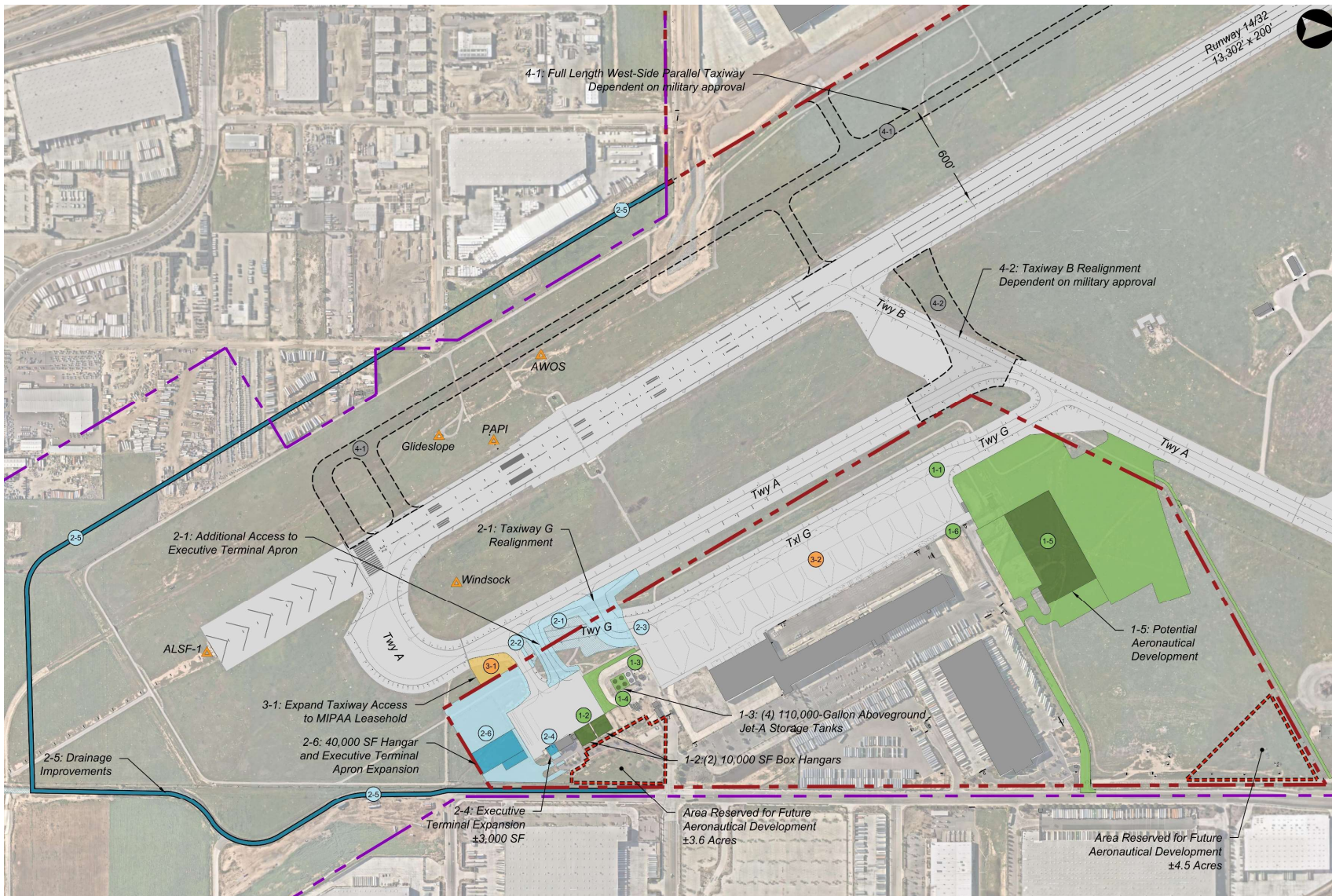
The Federal Aviation Administration (FAA) has completed the review of the Aviation Activity Forecast – Section 4, Forecasts of Demand for March ARB Airport dated November 2022. The RIV Preferred Operations Forecast, Industry Growth/Cargo High Growth/New Airline Entrant projected activity growth at eight percent, and follows with the 10 to 20 years of the planning period of four percent and fall within the standard TAF tolerance of 10 percent and 15 percent within the 5 and 10-year planning periods.

However, the TAF has not been updated to reflect the current estimated base line operations at the airport and standard TAF procedures is to flat line forecasts at some general aviation airports. Your preferred forecast as submitted is approved for airport planning purposes including Airport Layout Plan (ALP) development.

This forecast was prepared at the same time as the evolving impacts of the COVID-19 public health emergency. Forecast approval is based on the methodology, data, and conclusions at the time the document was prepared. However, consideration of the impacts of the COVID-19 public health emergency on aviation activity is warranted to acknowledge the reduced confidence in growth projections using currently-available data.

Accordingly, FAA approval of this forecast does not constitute justification for future projects. Justification for future projects will be made based on activity levels at the time the project is requested for development. Documentation of actual activity levels meeting planning activity levels will be necessary to justify AIP funding for eligible projects.







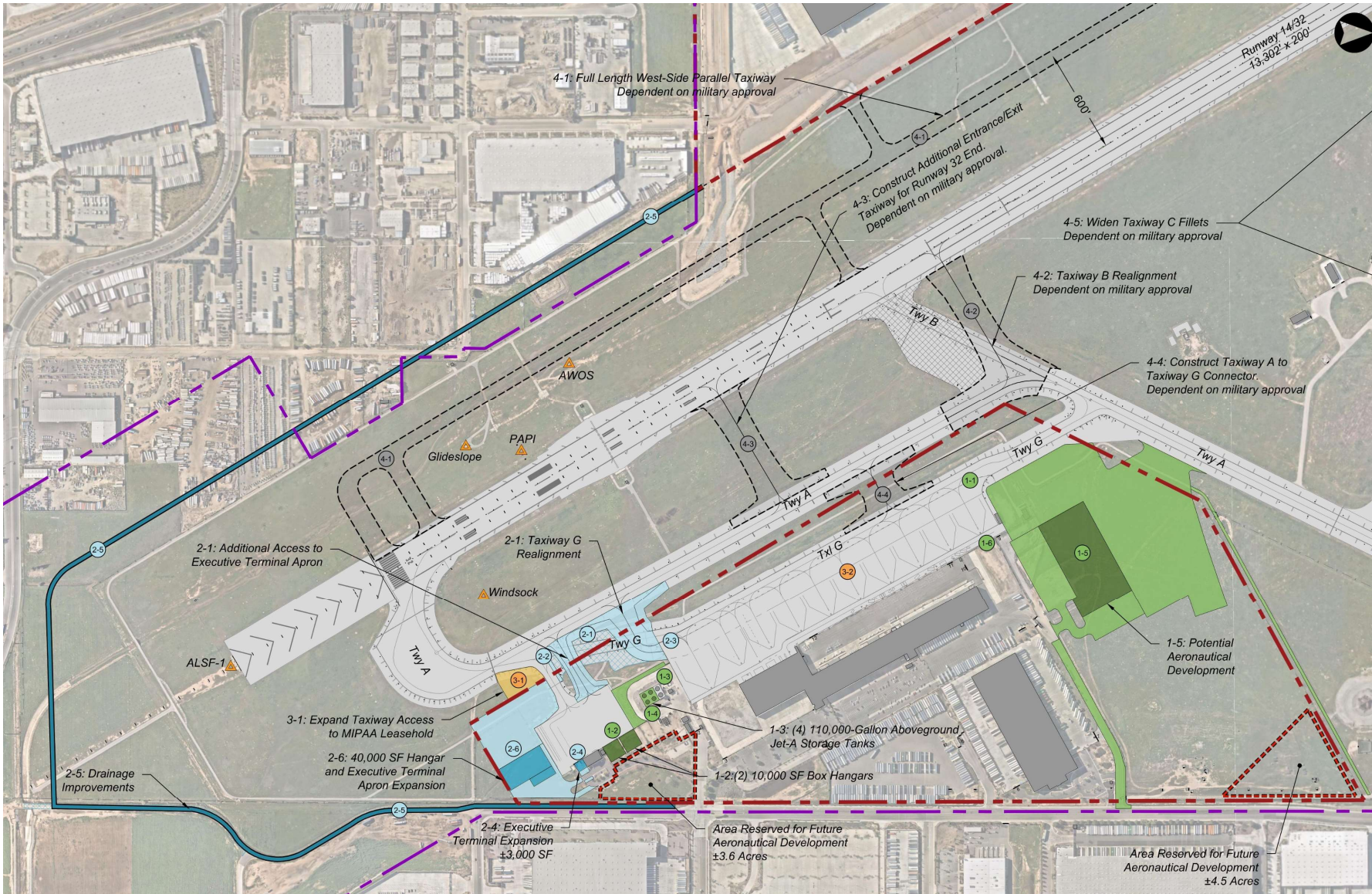


Table 8.5 – Total Development Cost by Period

Period	Federal Share (90%)	Local Share (10%)	Period Total
Period 1 (0 – 5 Years)	\$6,665,000	\$33,326,000	\$39,991,000
Period 2 (6 – 10 Years)	\$25,796,000	\$37,976,000	\$63,772,000
Period 3 (11 – 20 Years)	\$30,676,000	\$3,408,000	\$34,083,000
Periods 1 – 3 Total	\$63,137,000	\$74,710,000	\$137,846,000
Period 4 (20+ Years)	\$180,814,000	\$20,090,000	\$200,904,000
Grand Total	\$243,951,000	\$94,800,000	\$339,750,000

Source: C&S Engineers, Inc. 2023

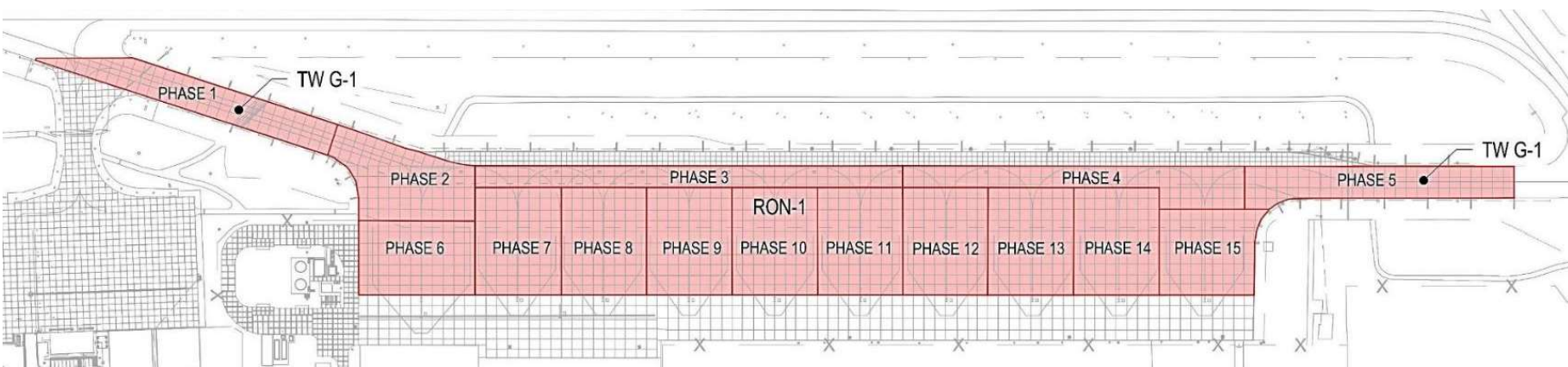
Notes: Total costs include Projects 2-1, 2-2, and 2-3, total costs will be lower depending on need for Projects 2-2 and 2-3. Cost estimates include 20% contingency, 2% inflation increase/year, and 25% increase for design, construction admin/ management. Costs are rounded to nearest thousand.

JS1





LEGEND							
CONDITION	FAILED	SERIOUS	VERY POOR	POOR	FAIR	SATISFACTORY	GOOD
PCI RANGE	0-10	11-25	26-40	41-55	56-70	71-85	86-100
COLOR CODE	Grey	Dark Red	Red	Pink	Yellow	Light Green	Dark Green



Next Steps

- Submit ALP set to FAA for approval
- Environmental Review – CEQA and NEPA



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

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

Meeting Date: August 5, 2024

Report/Discussion: Taxiway G and Pavement Management Project; FAA Grant Acceptance

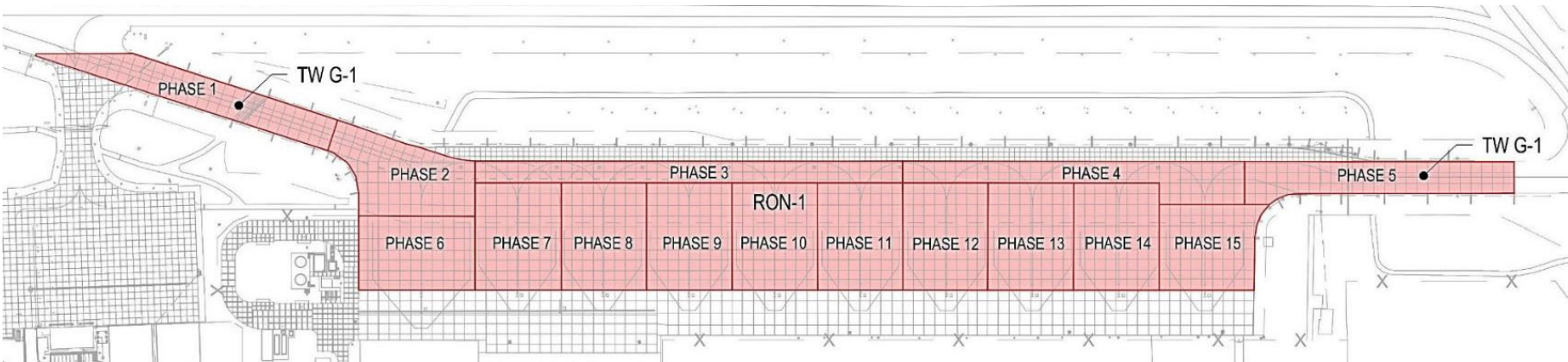
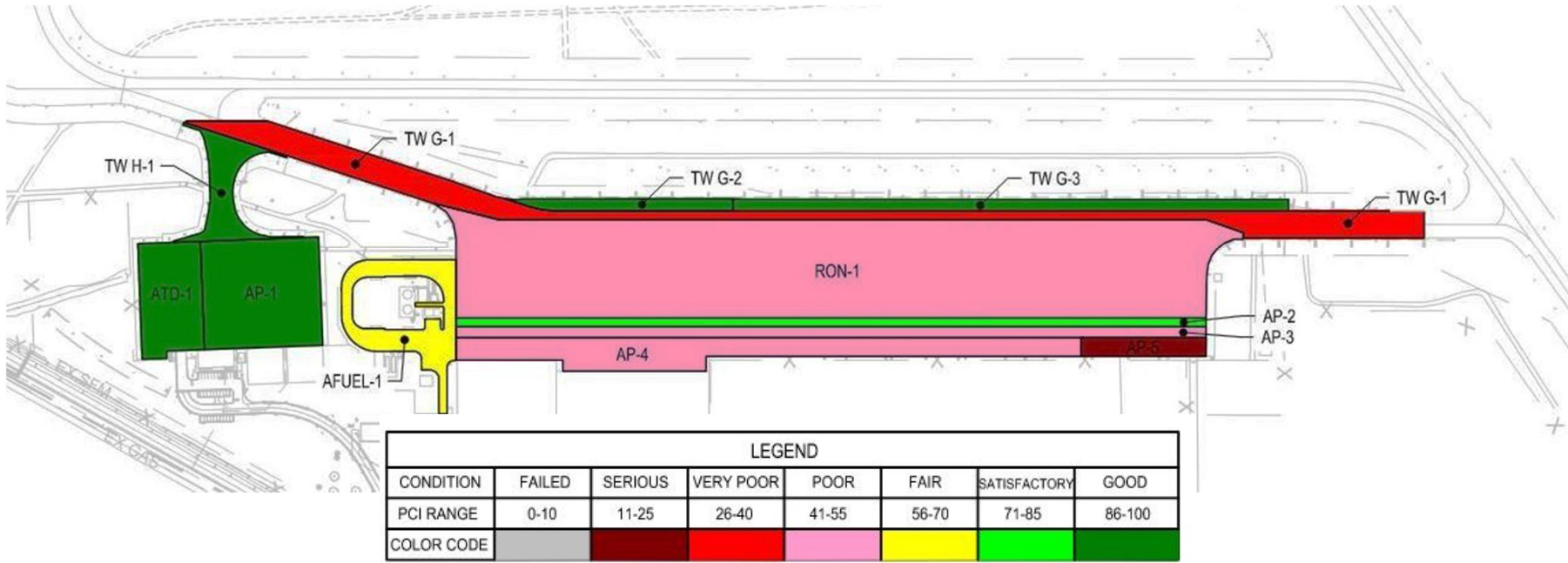
Background:

On April 28, 2021, the March JPA Commission approved the submittal of a Pavement Maintenance and Management Program grant application to the Federal Aviation Administration (FAA) which was approved and allowed the March Inland Port Airport Authority (MIPAA) to complete a comprehensive rehabilitation plan for its Taxiway G realignment and pavement management project. This plan has been reviewed and coordinated with airport tenants and the March Air Reserve Base. Presentations by C&S on proposed plans were provided to TAC and Commission in April of 2024. Plans are now completed and ready for submittal to the FAA.

This month the FAA will require MJPA to complete the FAA grant acceptance process for a full reimbursement of Taxiway G and Pavement Management Project planning costs. Upon completion of the grant acceptance process, MIPAA can then proceed with recovering its planning and engineering costs associated with the design of the project. Following approval and funding of plans, MIPAA can then submit FAA grant applications pertaining to the construction of the project with phasing anticipated to begin in 2025.

Attachment(s): Exhibit A: Taxiway G and Pavement Management Project

Exhibit A. Taxiway G and Pavement Management Project



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

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

Meeting Date: August 5, 2024

Report/Discussion: FAA Entitlement Transfer to Southern California Logistics Airport - Victorville

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

The March Joint Powers Authority owns and operates the March Inland Port Airport (MIPAA) as an executive general aviation and air cargo airport. MIPAA is a designated reliever airport within the Federal Aviation Administration's (FAA) National Plan of Integrated Airport Systems (NPIAS) that covers nearly 3,300 public-use airports nationwide. The designation of each airport not only defines their role within the system, but the types of federal funding that airport development would be eligible for under the Airport Improvement Program (AIP). The FAA publishes a five-year estimate of AIP eligible development every other year and issues entitlement funds on an annual basis based on existing and projected airport growth.

FAA entitlement funds to MIPAA are based on the airport's air cargo and general aviation operations. Funds must be used for airport projects within four years of issuance or funds will expire. MIPAA receives both non-primary entitlement funds and cargo funds from the FAA each year. While the March Inland Port has successfully utilized its 2021 non-primary entitlement funds, it was at risk of losing cargo funds due to a delay in the bidding of a construction project by April of 2024. To keep unused funds within the same region, the FAA prefers that unused entitlement funds be transferred between airports within the same region. As such, JPA may enter into an agreement with the FAA to waive receipt of all or part of its unused funds provided the waived amounts are made available to the sponsor of another eligible airport in accordance with 49 U.S.C. § 47117(c) (2). Given that the only airport with a qualifying project in the region was the Southern California Logistics Airport in Victorville, staff concurred with the transfer of unused funds to Victorville. This item will be reported to the Commission on August 14th with a recommendation of approval on the disbursement action.

Attachment(s): None