



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 **Riverside County Administration Center - Board Chambers, 4080 Lemon Street, Riverside, California 92501** on **Wednesday, November 6, 2024 at 3:00 p.m.**

This Notice was posted on 10/31/2024 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

Riverside County Administration Center
4080 Lemon Street
Riverside, CA 92501

On October 31, 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
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Wednesday, November 6, 2024 - 3:00 PM

**March Joint Powers Authority
Commission Meeting Location:**
Riverside County Administration Center - Board Chambers
4080 Lemon Street
Riverside, CA 92501

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.

You may view the meeting at <https://rivcotv.org/>

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

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

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
and the
SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
of the
FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
and the
MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

Wednesday, November 6, 2024 - 3:00 PM

*Riverside County Administration Center
Board Chambers
4080 Lemon Street
Riverside, CA 92501*

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 October 2, 2024 – Page 7**

8. Consent Calendar

MJPA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 13
- 2) Report: Update on Planning Activities – Page 18
- 3) Report: Receive and file Financial Status Reports – Page 24
- 4) Action: Approve August 2024 Disbursements – Page 65
- 5) Action: Authorize staff to file a Notice of Completion (NOC) for the LLMD #1-23-01 Tree Trimming and Replacement Project – Page 76
- 6) Action: Award a final contract to Mariposa Landscapes, Inc. and authorize the Chief Executive Officer to execute the contract – Page 79
- 7) Action: Approve a Professional Services Agreement (PSA) with Mission Property Advisors, Inc. for appraisal services of the March JPA Area and authorize the Chief Executive Officer to execute the agreement – Page 80

9. Reports, Discussions and Action Items

MJPA - Operations

- 1) Report: Receive and file an update for Riverside County Airport Land Use Commission (ALUC), by Director Paul Rull – Page 141
Dr. Grace Martin, Chief Executive Officer
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for November 4th, 2024 – Page 142
Tisa Rodriguez, TAC Chair

10. Consent Calendar

MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 143
- 2) Report: Receive and file Financial Status Reports – Page 148
- 3) Action: Approve August 2024 Disbursements – Page 157
- 4) Action: Approve Amendment No. 1 to the Exclusive Negotiation Agreement (ENA) with Riverside County Sheriff’s Office and authorize the Chief Executive Officer to execute the amendment – Page 160
- 5) Action: Authorize advertising a Request for Proposals (RFP) for HVAC replacement for March Inland Port Airport – Page 166
- 6) Action: Authorize advertising a Request for Proposals (RFP) for landscape maintenance services for March Inland Port Airport – Page 167
- 7) Action: Authorize advertising a Request for Proposals (RFP) for the Apron Reconstruction Pavement Management Plan (PMP) Phases 14 and 15 Project - Page 168
- 8) Action: Authorize advertising a Request for Proposals (RFP) for the AP-5 Crack Seal Project – Page 171
- 9) Action: Concur with the consent request for Assignment of Lease with Riverside Inland Development, LLC and authorize the Chief Executive Officer to execute any related documents – Page 172

11. Reports, Discussions and Action Items

MIPAA – Operations

- 1) Report/Action: Approve March Air Reserve Base (MARB) / March Inland Port Airport Authority (MIPAA) Memorandum of Agreement (MOA) and authorize the Chair of the Commission to execute the Agreement; approve the \$1,903.332 invoice pursuant to MOA terms; and adopt Resolution MIPAA 24-03 authorizing an FY 2024/25 MIPAA budget adjustment to support the MOA - Page 183
Dr. Grace Martin, Chief Executive Officer
- 2) Report: Receive and file a report on the 2024 Association of Defense Communities Installation Innovation Forum – Page 198
Dr. Grace Martin, Chief Executive Officer

12. Consent Calendar

MJPUA – Operations

- 1) Report: Receive and file Financial Status Reports – Page 199
- 2) Action: Approve August 2024 Disbursements – Page 206

13. Commission Members Oral Reports/Announcements

14. Staff Oral Reports/Announcements

15. Calendaring of Future Agenda Items

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

17. Adjournment

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

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 14205 Meridian Parkway Suite 140, Riverside, California and are available for public inspection during regular office hours (7:30 a.m. to 5:00 p.m., Monday through Thursday, Friday Closed). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

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

Dated: October 31, 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
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Wednesday, October 2, 2024 - 3:00 PM

*Riverside County Administrative Center
Board Chambers
4080 Lemon Street
Riverside, CA 92501*

REGULAR MEETING MINUTES

- 1. Call to Order**
Chair Delgado called the meeting to order at 3:00 p.m.
- 2. Roll Call**
Present: Jeffries, Perry, Gutierrez (arrived at 3:04 p.m.), Cabrera, Vargas, Rogers, Conder, Delgado
Absent: None
- 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.
Item 9(3). Dr. Martin shared that an independent audit letter was issued to the Finance Subcommittee on Monday and is placed on the dais for reference and posted 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.

One public comment received via email was placed on the dais for review.

The following provided a public comment in person:

1. Omar Cobian
2. Rumzi Alabbasi
3. Albert Duarte
4. Louie Lopez
5. Dan Neimann
6. Scott Hildebrandt

7. Approval of Minutes for Regular Meeting held on September 11, 2024

Motion to approve the JPC Regular Meeting Minutes for meeting held on September 11, 2024.

Motion: Gutierrez
Second: Rogers
Ayes: Jeffries, Perry, Gutierrez, Cabrera, Vargas, Rogers, Conder, Delgado
Noes: None
Absent: None
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: Move to authorize advertising a Request for Proposals (RFP) for landscape maintenance services for March Joint Powers Authority Green Acres Housing
- 4) Action: Approve Amendment No. 2 to the Robert Half, Inc. Short-Form Services Agreement and authorize the Chief Executive Officer to execute the Amendment

No questions or comments.

Motion to approve Consent Calendar, MJPA – Operations, Items 8 (1-4).

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

9. Reports, Discussions and Action Items

MJPA - Operations

1) **Report: Receive and file an update for Sysco Riverside, by Government Relations Manager Erick Matos.**

Vice Chair Vargas asked what the charging range was on the trucks. Mr. Matos answered 200 miles.

Member Conder stated that he had the opportunity to visit the location when it opened and would like to take another tour. Member Cabrera thanked Mr. Matos for his presentation and stated that he would also like a tour of their facility. Mr. Matos stated that any time the March JPA would like to come out to the facility, they would welcome the visit.

2) **Report: Receive and file the Foreign Trade Zone 244 Annual Report for 2023**

Nina Schumacher, Administrative Services Manager, provided an update on this item.

No questions or comments.

3) **Report: Receive and file 2023 Audit for March Joint Powers Authority**

Jonathan Foster, Davis Farr LLP provided an update on this item.

Member Jeffries asked Mr. Foster to elaborate on findings about segregation of duties. Mr. Foster answered that they work closely with an independent party consultant, and they oversee bank reconciliations, cash disbursements, and review documentation of transactions. Mr. Foster added that they don't have access to funds through the organization, so they are overseeing the duties of the March JPA. Mr. Foster added that they met with them during the audit, two to three times a week.

Vice Chair Vargas stated that the Finance Subcommittee met and went over Member Jeffries' question in full detail. He added that he wanted to reassure the members of the commission that they went through the entire process.

Member Conder asked Mr. Foster to explain to the commission the finding of historical land value. Mr. Foster answered that the activity was related to the land disposition agreement for the period during the audit. He added that it was within that time that they started looking at the actual land that was disposed of. Mr. Foster continued that what they found wasn't that March JPA didn't know what land they had in their possession, it was the historical land value that is unknown.

Member Jeffries asked Mr. Foster how much has been loaned from the JPA to other entities and what the total is of the significant deficiency with the interfund borrowing. Member Jeffries stated that they thought the Airport Authority received \$3 to \$4.8 million that is due within the next six months before everything transfers. Member Jeffries asked if there are other funds out there that owe money back to the JPA. Mr. Foster answered that there are various inter-fund borrowings. He added that there are loans that were a small part of the larger total that were intended to be short-term loans but they are still on the books and were not approved with an agreement or resolution for payback. Mr. Foster stated that he didn't question the validity of the borrowing. They were able to evaluate the individual borrowings dating back to those years. Mr. Foster continued that there were fifteen to twenty transactions going back and they were able to obtain the documentation for the majority of them.

Member Perry asked if some catch up billing at the airport which hasn't taken place for the last couple of years, will that impact this audit. He added that he isn't sure of the documentation that Member Perry is referring to, but it is something that they would have to evaluate when it comes across their desk. Member Perry asked if the four different findings were of high or low concern. Mr. Foster answered that the audit findings were discussed and based on the meetings with the March JPA, he would not put them at a level of concern. Mr. Foster continued that the next audit is on the books and it will be part of the next audit. Member Perry asked if the custodial credit risk impacts the JPA. Mr. Foster answered that it's not something within the audit that comes up, it's more of a disclosure within the financial statements

Member Conder wanted to address the concern of the Airport's different loans. He added that a year ago the Finance Subcommittee suggested that they forgive that loan, however the full commission did not choose to do so. Member Conder stated that the Airport Authority is making money now so the path moving forward is to repay that in the future.

Dr. Martin stated that she would like to piggyback off of Member Conder's comments on Airport findings. The Airport did not have resolutions for two of the loans that were made back in 2002, 2003. The airport owes around \$4.6 million or so and that includes interest bearing loans to the March JPA. As Member Conder correctly pointed out, there was a resolution to forgive the loans and the commission did not take action on that as they wanted to wait until the year of transition in 2025 but based on the audit, and where the airport stands, it does seem appropriate to bring an agreement forward for repayment to the March JPA based on where the airport stands financially. She added that there is a \$1.7 million dollar debt to the JPA through the Golf Course operation and over \$200k with the Utilities Authority.

Chair Delgado asked to confirm that there is a plan to repay the loan moving forward as Member Conder stated. Dr. Martin responded that the staff will bring forward the financials for the airport to illustrate a payment plan that the commission can consider and that will occur within the next six months as it was necessary to wind up the audit and wrap up the year-end first, which would provide more accurate numbers for presentation of an agreement to the commission in the near future.

10. Consent Calendar

MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
- 2) Action: Approve a Ground Lessor Estoppel and Agreement with Riverside Inland Development LLC and authorize the Chief Executive Officer to execute related documents

Motion to approve Consent Calendar, MIPAA – Operations, Items 10 (1-2).

Motion: Perry

Second: Conder

Ayes: Jeffries, Perry, Gutierrez, Cabrera, Vargas, Rogers, Conder, Delgado

Noes: None
Absent: None
Abstain: None

11. Reports, Discussions and Action Items

MIPAA – Operations

- 1) Report/Action: Approve the 2024 Airport Capital Improvement Plan (ACIP) and authorize the Chief Executive Officer to execute FAA submittal documents**

Kenneth Gethers, C & S Companies provided an update on this item.

Motion to approve Reports, Discussions and Action Items, MIPAA – Operations, Items 11 (1).

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

- 2) Report: Receive and file the 2023 Audit for March Inland Port Airport Authority**

Jonathan Foster, Davis Farr LLP provided an update on this item.

Member Jeffries stated that it appears that as normal operating revenues and expenditures for the Airport, there appears to be additional revenue coming from somewhere else. Member Jeffries stated that he has tried to find out where the intergovernmental revenues come from. Mr. Foster responded that they came from grants. Member Jeffries asked if they were one-time funds. Dr. Martin responded that they reflect reimbursements from the FAA.

12. Reports, Discussions and Action Items

MJPUA – Operations

- 1) Report: Receive and file the 2023 Audit for March Joint Powers Utilities Authority**

Jonathan Foster, Davis Farr LLP provided an update on this item.

No questions or comments.

13. Commission Members Oral Reports/Announcements

Vice Chair Vargas wanted to remind everyone about their Rods and Rails event on October 2nd. He also wished Member Rita Rogers a Happy Birthday.

Chair Delgado stated that he will be attending the March JPA Howl-O-Ween Spooktacular on 10/26 from 10:00 a.m. - 2:00 p.m.

14. Staff Oral Reports/Announcements

Dr. Martin stated that on October 10th the March Air Reserve Base security team will be holding a workshop with Economic Development staff from all MJPA member agencies and State of California Governor’s Office for Economic Development (GoBiz). She added that staff from the

County, Moreno Valley, Perris, Riverside and JPA staff will be getting a briefing on security and how to interface with the Air Force on any foreign investments that come in near our military installation.

15. Calendaring of Future Agenda Items

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

16. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: March LifeCare Campus (also known as Northeast Corner)
Agency Negotiator: Dr. Grace Martin, Chief Executive Officer
Negotiating Parties: March 1 LLC
Under Negotiation: Price and Terms of Disposition and Development Agreement

Closed Session began at 4:31 p.m.

Closed Session ended at 5:22 p.m.

There were no reportable actions.

17. Adjournment

This meeting adjourned at 5:22 p.m.

March Joint Powers Authority
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MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 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 8th, 2024, SoCal Gas

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

Northeast Corner

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

2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement on January 26th, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and building elevations for a proposed Continuing Care Retirement Community (“CCRC”) to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022. On April 12, the commission approved a Fourth Amendment to the DDA. This amendment allowed for the extension of time for completion of the PRV facility from April 11th to July 30th, 2023. A DDA-Fifth Amendment will be presented to the Commission at their 2/14/24 JPC meeting. MJPA staff is informed that the master developer will not be meeting a required backbone infrastructure milestone by October 3rd, 2024, pursuant to the DDA-Fifth Amendment. **The DDA was scheduled for a closed session discussion on 9/11/24 and will be rescheduled for a follow up closed session after additional information is acquired on electrical power within the Northeast Corner.**

	TASK	DUE DATE – per 3 rd Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	A 5 th Amendment to the DDA will be presented to the Commission at their 2/14/24 JPC meeting. WMWD has completed the required NEPA study for a DOD grant received for the project. A Notice to Proceed was issued on October 11, 2022 with a completion deadline of April 11, 2023. Construction has not yet started. On December 26, 2022, March1 submitted a letter to MJPA requesting a 4th amendment to their DDA modifying language to allow for additional time to complete the PRV facility. The request will be reviewed against the terms of the Agreement. The April 11, 2023, deadline remains. A fourth amendment was approved by Commission at the April 12 th 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;	No later than July 30, 2022	This task has been completed and requirement is satisfied.

	(iv) 12" pipeline along 6 th Street, and subject to Authority Engineer approval.		
4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC overlay, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
6	Correction of road cross-slopes to match County standards and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

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

approved at the January 11, 2023 JPC. Since that time CAARNG requested updates as such, a revised ENA is scheduled for Commission consideration at their April 12th meeting. On April 12th, the Commission voted to adopt the amended ENA and the agreement was fully executed on April 27th, 2023 between the parties. Senator Roth submitted SB228 to state legislators in 2023 and the State approved \$500,000 for CMD to complete an assessment of the NOSC building for the Youth Challenge program. An appraisal of the NOSC building along with construction planning were completed in the Fall of 2023. Costs were estimated at a little more than \$170 million. CMD staff is currently discussing options for funding with state and federal legislators.

Green Acres: The approximate 52.72-acre historic area (“Property”) is comprised of one-hundred and eleven historic homes that are currently owned and managed by the Authority. The Property is located on the southwest corner of Riverside Drive and Meyer Drive just outside of the March Air Reserve Base (Base) cantonment area. The Property was quitclaimed to the Authority in 2006, as part of the Base Realignment and Closure process of 1995, and recorded in the County of Riverside’s Official Records as Document No. 2006-0783416 (Quitclaim Deed). In April of 2022, the JPA advertised the availability of the Property for sale through an invitation to submit Letters of Interest to either purchase the property outright, or to redevelop the property through a development agreement. Invitations were sent to non-profit, government and private entities. Proposals were due no later than August 31, 2022. While staff received several inquiries on the property, only one formal proposal was received before the deadline. On March 6th through March 8th, 2023, the Chair and CEO 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 CEO 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: November 6, 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.

Perris Valley Channel Lateral B

Objective: Prepare Environmental Documents for Final Segment

Status: An MOU for the construction of Lateral B, Stages 6 and 7, was approved between the MJPA and Meridian Park LLC, on September 28, 2022. This MOU completes the funding plan for Segments 1 and 2. Project is anticipated to be completed within 24-month timeline. March JPA staff is finalizing the final draft Mitigated Negative Declaration (MND) under CEQA for Stage 6 of the Perris Valley Channel Lateral B, the final segment which is located within

Riverside National Cemetery property. This CEQA document was available for a 30-day public review period which began on June 28, 2023. Staff is currently finalizing the details of the Cooperative Agreement with Flood Control, which will address the construction, inspection, maintenance, acceptance, and operation of this segment. It is anticipated this Project will go before the Commission during 1st quarter 2025. **The Army Corp of Engineers has completed its Fair Market Value (FMV) assessment of needed easements along the westerly MARB fence to allow for the construction and long-term maintenance of the channel by Flood Control. The packet is with the Air Force Reserve Command real properties division for review prior to submitting final forms to Headquarters Air Force (HAF) for signatures. MJPA team met with Mr. Moriarty of HAF on October 28, 2024 to promote his awareness of the project. MJPA and Flood Control hope to receive final HAF sign off before the end of the year.**

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. The project is completed and placed under RCFCWCD's jurisdiction.

Cactus Flood Control Project:

Objective: Flood Control Improvement to Cactus Channel

Status: Project history last posted 9/28/22.

RCFCWCD has completed 90 percent of the design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency's ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA's jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14th and 15th, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming. In March of 2023, RCFCWCD, MJPA, MARB and City of Moreno Valley met to discuss the Cooperative Agreement for the project. Agencies will start reviewing terms again and meet regularly to finalize an agreement for execution. **RCFCWCD has released draft agreements for the project in October of 2024 and are currently working through agreements with individual agencies, MARB, MJPA and private partners. The county and MJPA project team continue to work through needed areas along USDA properties with the hope of obtaining USDA land by summer of 2025 to complete construction planning efforts.**

West Campus Upper Plateau:

Objective: Private Development, generating revenue and jobs

A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard,

and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres. Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4. The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan. Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard

Biologist as a future component of the EIR process. On August 18th, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR. The West Campus Upper Plateau Draft EIR was circulated for public review on Monday, January 9, 2023, and the 60-day review ended on Friday, March 10, 2023. On December 2, 2023, the draft EIR was recirculated identifying new information pertaining to the Air Quality, Hazards and Hazardous Materials, and Land Use and Planning sections to the draft EIR. An amended recirculated Notice of Preparation was recirculated for the West Campus Upper Plateau Draft EIR on Monday, January 9, 2023, as some of the project appendices pages were blank. The current due date for comments is March 10, 2023. **This project appeared before the March Joint Powers Commission on June 12, 2024. The project was tabled by the Commission.**

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

Objective: Private Development, to provide housing and services to area Veterans
United States Veterans Initiative (US Vets, Applicant) proposes new building uses to the March Veterans Village Campus, located at the southwest corner of N Street and 6th Street, within the US Vets Transitional Housing Specific Plan Area (SP-6), within the jurisdiction of the March Joint Powers Authority, Riverside County, California. Specifically, the Applicant seeks to amend the US Vets Transitional Housing Specific Plan, (SP-6) and Plot Plan (PP 10-02) to allow for a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 -acres of the Campus, where the remainder of Phase 2 and Phase 3 development would take place. Buildings 4 - 8, would be eliminated. Each studio unit within the transitional housing building will be approximately 375 square feet, while the permanent supportive housing units will be approximately 500 square feet in size. The proposed Project would reduce the total number of units from 323 to 222 and the total number of beds from 401 to 283. Staff received a formal application and documentation on February 23, 2023. Staff has reviewed the application/documentation for completeness and has distributed the project documentation to 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 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. Commission consideration and second reading of Ordinance JPA #24-01, for the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1), has been scheduled for March 13, 2024. On March 13, 2024, the March Joint Powers Commission adopted Ordinance JPA #24-01 for the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1). U.S.VETS “Comfort Homes” Building plans are in review.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 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 month of August 2024 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 2024/25.

Attachment(s): Financial Status Reports for August 2024

March Joint Powers Authority

Balance Sheet General Fund As of August 31, 2024

ASSETS

Cash In Bank	\$	4,920,102.58
Petty Cash		300.00
Investment Account		4,879,378.34
Meridian Drainage Fee Acct		2,513,630.67
CalPERS Benefit Trust		12,067,581.40
County Fire Facilities Fund		1,861,056.71
Accounts Receivable		3,907,791.38
Accounts Receivable - Leases		1,349,157.70
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		100,000.00
Interest Receivable		1,672,366.67
Insurance Deposits		1,283.00

Total Assets \$ 38,505,651.64

LIABILITIES

Accounts Payable		133,259.89
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 - Unavailable Revenue		2,400,000.00
Deferred Inflows - Leases		1,349,157.70

Total Liabilities 8,719,354.52

FUND BALANCE

Fund Balance, Beginning of Fiscal Year		30,581,197.39
Change in Fund Balance for the month ending August 31, 2024		<u>(794,900.27)</u>

Ending Fund Balance, August 31, 2024 29,786,297.12

Total Liabilities and Fund Balance \$ 38,505,651.64

General Ledger
Expenses vs Budget



March Joint Powers Authority
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User: SchumacherN
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Period 02 - 02
Fiscal Year 2025

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund					
100-10-50100-05	Salaries and Wages	935,519.00	80,071.00	153,088.34	782,430.66	83.64
100-10-50100-10	Benefits	129,993.00	9,250.98	20,617.38	109,375.62	84.14
100-10-50100-15	PERS Contributions	125,821.00	9,631.24	20,551.23	105,269.77	83.67
100-10-50100-20	Medicare Tax	15,100.00	1,233.66	2,374.59	12,725.41	84.27
100-10-50100-25	Unemployment	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50100-30	Workers Compensation Ins.	22,365.00	0.00	1,071.45	21,293.55	95.21
100-10-50100-32	Temporary Office Help	24,600.00	4,907.92	7,274.71	17,325.29	70.43
100-10-50100-35	Employee Recruitment	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50100-99	Unfunded Accrued Liab(UAL)	167,402.00	0.00	17,875.84	149,526.16	89.32
100-10-50150-02	Mileage Reimbursement	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50150-04	Payroll Services	7,500.00	350.60	948.23	6,551.77	87.36
100-10-50150-06	PeriodicalsMemberships	15,000.00	829.00	829.00	14,171.00	94.47
100-10-50150-08	EducationTraining	12,500.00	0.00	0.00	12,500.00	100.00
100-10-50150-12	Travel	50,000.00	4,848.72	5,243.72	44,756.28	89.51
100-10-50150-14	JPC Members' Stipend	17,300.00	600.00	600.00	16,700.00	96.53
100-10-50150-15	Meeting Expenses	13,000.00	162.18	162.18	12,837.82	98.75
100-10-50150-16	Office Supplies	15,000.00	739.51	761.26	14,238.74	94.92
100-10-50150-18	Telephone & Internet Expense	7,400.00	315.58	315.58	7,084.42	95.74
100-10-50150-20	Mobile Phones	12,000.00	616.96	776.96	11,223.04	93.53
100-10-50150-24	Postage	3,750.00	525.68	525.68	3,224.32	85.98
100-10-50150-26	Liability Insurance - PERMA	184,000.00	487,943.00	487,943.00	-303,943.00	-165.19
100-10-50150-30	Printing - Outside	3,500.00	0.00	74.77	3,425.23	97.86
100-10-50150-32	Equipment Leases	38,000.00	4,624.14	4,624.14	33,375.86	87.83
100-10-50150-34	Equipment Maintenance	60,000.00	1,199.62	4,538.07	55,461.93	92.44
100-10-50150-35	Vehicle Fuel & Maintenance	4,100.00	2,956.56	2,956.56	1,143.44	27.89
100-10-50150-38	ProductionArtwork	25,000.00	43.50	1,543.50	23,456.50	93.83
100-10-50150-39	MarketingBranding	0.00	0.00	0.00	0.00	0.00
100-10-50150-40	Promotional Activities	50,000.00	4,569.40	4,569.40	45,430.60	90.86
100-10-50150-42	Bank Fees	37,000.00	29.00	29.00	36,971.00	99.92
100-10-50150-46	Office Custodial	7,000.00	490.00	490.00	6,510.00	93.00
100-10-50150-47	Office Rent	75,600.00	6,321.57	12,369.70	63,230.30	83.64
100-10-50150-48	Office Utilities	14,070.00	1,045.27	1,830.55	12,239.45	86.99
100-10-50200-02	General Legal Services	200,000.00	16,985.70	16,985.70	183,014.30	91.51
100-10-50200-04	Special Legal Services	45,000.00	0.00	0.00	45,000.00	100.00
100-10-50200-10	Legal Property Surveys	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50200-14	Annual Audit	40,000.00	0.00	0.00	40,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-20	D.C. and State Lobbyist	130,000.00	16,000.00	16,000.00	114,000.00	87.69
100-10-50200-25	General Consulting Services	455,000.00	33,536.25	33,536.25	421,463.75	92.63
100-10-50200-40	Foreign Trade Zone	8,000.00	1,725.47	1,725.47	6,274.53	78.43
100-10-50300-02	Equipment Office Furniture	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-04	Computer Hardware	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-06	Computer Software	25,000.00	0.00	0.00	25,000.00	100.00
100-20-51150-00	Property Insurance - PERMA	55,200.00	0.00	0.00	55,200.00	100.00
100-20-51200-00	Building Maintenance	40,000.00	2,640.00	3,240.00	36,760.00	91.90
100-20-51250-00	Grounds Maintenance	75,000.00	0.00	0.00	75,000.00	100.00
100-20-51255-00	Street & Lighting Maintenananc	15,000.00	0.00	0.00	15,000.00	100.00
100-20-51300-00	Equipment Maintenance	0.00	1,359.76	1,359.76	-1,359.76	0.00
100-20-51325-00	Equipment Purchases	0.00	0.00	-762.00	762.00	0.00
100-20-51335-00	Demolition Costs	500,000.00	0.00	0.00	500,000.00	100.00
100-20-51350-00	Utilities	10,000.00	276.00	276.00	9,724.00	97.24
100-20-51355-00	Fuel Costs	2,500.00	0.00	0.00	2,500.00	100.00
100-20-51360-00	Police Patrols	200,000.00	0.00	0.00	200,000.00	100.00
100-20-51365-00	Security	120,000.00	13,464.20	13,464.20	106,535.80	88.78
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan CheckInspection Fees	852,000.00	0.00	0.00	852,000.00	100.00
100-30-52220-00	Education Training	2,500.00	597.00	597.00	1,903.00	76.12
100-30-52250-00	Environmental Fees	45,000.00	0.00	0.00	45,000.00	100.00
100-30-52300-00	Printing Costs	5,000.00	0.00	0.00	5,000.00	100.00
100-30-52325-00	Planning Software	25,500.00	0.00	0.00	25,500.00	100.00
100-30-52350-00	Public NoticesFilings	3,000.00	0.00	0.00	3,000.00	100.00
100-30-52400-00	Enviromental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
100-40-50300-00	Gas Utility Infrastructure	1,000,000.00	0.00	0.00	1,000,000.00	100.00
Expense Total		5,966,220.00	709,889.47	840,407.22	5,125,812.78	85.9139
Grand Total		5,966,220.00	709,889.47	840,407.22	5,125,812.78	0.8591

General Ledger
Revenue vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-150,000.00	-12,307.81	-24,615.62	-125,384.38	16.41
100-00-40300-00	PLANNING FEES	-1,035,000.00	-6,327.00	-6,327.00	-1,028,673.00	0.61
100-00-40400-00	BUILDING PERMIT FEES	-800,000.00	-1,710.25	-4,023.33	-795,976.67	0.50
100-00-40430-00	PUBLIC WORKS FEES	-400,000.00	-1,250.00	-2,500.00	-397,500.00	0.63
100-00-40600-00	INTEREST INCOME	-659,400.00	0.00	0.00	-659,400.00	0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	-7,000.00	-64,000.00	9.86
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	0.00	-1,100.00	0.00
100-00-40750-00	MISCELLANEOUS REVENUE	-10,000.00	-1,041.00	-1,041.00	-8,959.00	10.41
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00	0.00
	Revenue Total	3,376,500.00	22,636.06	45,506.95	3,330,993.05	1.3478
	Grand Total	3,376,500.00	22,636.06	45,506.95	3,330,993.05	0.0135

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of August 31, 2024

ASSETS

Cash In Bank	\$ 3,541,669.00
Accounts Receivable	<u>15,647.20</u>
Total Assets	<u><u>\$ 3,557,316.20</u></u>

LIABILITIES

Accounts Payable	56,692.01
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>70,815.98</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	3,740,808.12
Change in Fund Balance for the month ending August 31, 2024	<u>(254,307.90)</u>
Ending Fund Balance, August 31, 2024	<u>3,486,500.22</u>
Total Liabilities and Fund Balance	<u><u>\$ 3,557,316.20</u></u>

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMD No. 1					
120-40-65005-00	Traffic Signals	30,567.00	923.32	1,613.34	28,953.66	94.72
120-40-65010-00	Signage	357.00	0.00	0.00	357.00	100.00
120-40-65015-00	Lighting	83,040.00	6,809.62	6,809.62	76,230.38	91.80
120-40-65020-00	Landscaping	1,018,900.00	206,749.25	224,387.61	794,512.39	77.98
120-40-65025-00	Drainage	157,362.00	0.00	0.00	157,362.00	100.00
120-40-65030-00	Street Sweeping	60,756.00	5,650.00	5,650.00	55,106.00	90.70
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	74,456.00	6,185.35	10,512.97	63,943.03	85.88
120-40-65118-10	Benefits	11,495.00	784.57	1,455.68	10,039.32	87.34
120-40-65118-15	PERS Contributions	9,996.00	715.74	1,283.21	8,712.79	87.16
120-40-65118-20	Medicare Tax	1,247.00	90.87	154.29	1,092.71	87.63
120-40-65118-30	Workers Compensation Ins.	5,400.00	0.00	0.00	5,400.00	100.00
120-40-65118-99	Unfunded Accrued Liab(UAL)	35,951.00	0.00	0.00	35,951.00	100.00
120-40-65120-00	Operations	20,980.00	1,071.13	1,657.11	19,322.89	92.10
120-40-65125-00	TransportationCommunication	10,393.00	339.16	358.82	10,034.18	96.55
120-40-65130-00	Liability Insurance - PERMA	16,560.00	0.00	0.00	16,560.00	100.00
120-40-65135-00	Assessment Engineer	11,000.00	0.00	0.00	11,000.00	100.00
120-40-65140-00	Professional Services	92,720.00	2,075.00	2,075.00	90,645.00	97.76
120-40-65145-00	Publication	245.00	0.00	0.00	245.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	103,000.00	0.00	0.00	103,000.00	100.00
120-40-65500-05	Tree Replacement	263,000.00	0.00	0.00	263,000.00	100.00
120-40-65500-10	Van Buren Pavement Repairs	20,000.00	0.00	0.00	20,000.00	100.00
120-40-65500-15	Park Improvements	235,000.00	0.00	0.00	235,000.00	100.00
120-40-65500-20	Vehicle Purchase	46,876.00	0.00	-1,649.75	48,525.75	103.52
Expense Total		2,313,801.00	231,394.01	254,307.90	2,059,493.10	89.0091
Grand Total		2,313,801.00	231,394.01	254,307.90	2,059,493.10	0.8901

General Ledger
Revenue vs Budget

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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>
120	Meridian LLMD No. 1					
120-00-40260-00	Assessments	-2,488,697.00	0.00	0.00	-2,488,697.00	0.00
	Revenue Total	2,488,697.00	0.00	0.00	2,488,697.00	0
	Grand Total	2,488,697.00	0.00	0.00	2,488,697.00	0
		_____	_____	_____	_____	_____

March Joint Powers Authority

Balance Sheet March Lifecare Campus CFD 2013 – Fund 140 As of August 31, 2024

ASSETS

Cash In Bank	\$	151,998.83
Accounts Receivable		39,044.74
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>323.47</u>

Total Assets \$ 152,322.30

LIABILITIES

Payroll Liabilities		23,495.13
Unearned revenue		<u>0.40</u>

Total Liabilities 23,495.53

FUND BALANCE

Fund Balance, Beginning of Fiscal Year		137,437.11
Change in Fund Balance for the month ending August 31, 2024		<u>(8,610.34)</u>

Ending Fund Balance, August 31, 2024 128,826.77

Total Liabilities and Fund Balance \$ 152,322.30

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	3,150.00	0.00	0.00	3,150.00	100.00
140-40-65015-00	Lighting	10,500.00	732.91	831.61	9,668.39	92.08
140-40-65020-00	Landscaping	15,300.00	1,618.90	1,618.90	13,681.10	89.42
140-40-65030-00	Street Sweeping	6,000.00	2,050.00	2,050.00	3,950.00	65.83
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65040-00	Weed Abatement	26,000.00	0.00	0.00	26,000.00	100.00
140-40-65118-05	Salaries and Wages	22,511.00	1,729.16	3,166.20	19,344.80	85.93
140-40-65118-10	Benefits	3,631.00	241.96	483.92	3,147.08	86.67
140-40-65118-15	PERS Contributions	3,015.00	209.57	417.20	2,597.80	86.16
140-40-65118-20	Medicare Tax	379.00	23.18	42.51	336.49	88.78
140-40-65118-30	Workers Compensation Ins.	4,200.00	0.00	0.00	4,200.00	100.00
140-40-65130-00	Liability Insurance - PERMA	5,750.00	0.00	0.00	5,750.00	100.00
140-40-65135-00	Assessment Engineer	5,000.00	0.00	0.00	5,000.00	100.00
	Expense Total	106,186.00	6,605.68	8,610.34	97,575.66	91.8913
	Grand Total	106,186.00	6,605.68	8,610.34	97,575.66	0.9189

General Ledger
Revenue vs Budget

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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>
140	March Lifecare Campus CFD 2013					
140-00-40260-00	Taxes	-62,000.00	0.00	0.00	-62,000.00	0.00
	Revenue Total	62,000.00	0.00	0.00	62,000.00	0
	Grand Total	62,000.00	0.00	0.00	62,000.00	0
		_____	_____	_____	_____	_____

March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of August 31, 2024

ASSETS

Cash In Bank	\$ 3,121,335.36
Investment Account	2,217,979.56
Accounts Receivable	138,856.23
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><u>\$ 12,770,657.92</u></u>

LIABILITIES

Accounts Payable	8,534.48
Payroll Liabilities	317,673.83
Security Deposits	180,969.16
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><u>950,791.21</u></u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,587,512.71
Change in Fund Balance for the month ending August 31, 2024	<u>232,354.00</u>
 Ending Fund Balance, August 31, 2024	 <u><u>11,819,866.71</u></u>
 Total Liabilities and Net Position	 <u><u>\$ 12,770,657.92</u></u>

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund					
300-10-50100-05	Salaries and Wages	234,200.00	18,762.68	36,683.35	197,516.65	84.34
300-10-50100-10	Benefits	40,562.00	2,844.76	5,693.41	34,868.59	85.96
300-10-50100-15	PERS Contributions	20,657.00	1,581.69	3,150.18	17,506.82	84.75
300-10-50100-20	Medicare Tax	3,985.00	310.13	607.90	3,377.10	84.75
300-10-50100-30	Workers Compensation Ins.	17,100.00	0.00	0.00	17,100.00	100.00
300-10-50100-99	Unfunded Accrued Liab(UAL)	28,551.00	0.00	0.00	28,551.00	100.00
300-10-50150-06	PeriodicalsMemberships	2,500.00	0.00	0.00	2,500.00	100.00
300-10-50150-08	EducationTraining	500.00	0.00	0.00	500.00	100.00
300-10-50150-16	Office Supplies	2,500.00	0.00	0.00	2,500.00	100.00
300-10-50150-18	Telephone Internet Service	1,000.00	65.53	118.11	881.89	88.19
300-10-50150-20	Mobile PhonesPagers	1,300.00	105.86	105.86	1,194.14	91.86
300-10-50150-24	Postage	100.00	0.00	0.00	100.00	100.00
300-10-50150-26	Liability Insurance - PERMA	34,500.00	0.00	0.00	34,500.00	100.00
300-10-50150-42	Bank Fees	4,500.00	0.00	0.00	4,500.00	100.00
300-10-50150-44	TenantRelations	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-47	Office Rent	9,500.00	790.20	1,546.20	7,953.80	83.72
300-10-50150-48	Office Utilities	2,100.00	98.16	196.31	1,903.69	90.65
300-10-50150-50	Depreciation Expense	310,700.00	0.00	0.00	310,700.00	100.00
300-10-50200-02	General Legal Services	500.00	0.00	0.00	500.00	100.00
300-10-50200-15	Credit Check Services	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50300-02	Office Equipment	500.00	0.00	0.00	500.00	100.00
300-10-50300-06	Computer Software	8,000.00	159.98	464.50	7,535.50	94.19
300-10-50300-10	Appliance Purchase	22,000.00	0.00	3,452.58	18,547.42	84.31
300-10-50300-15	Security Entrance Gates	8,000.00	196.02	196.02	7,803.98	97.55
300-10-50300-25	Vehicle Purchase	10,000.00	0.00	0.00	10,000.00	100.00
300-10-50900-00	Transfer to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
300-20-51150-00	Property Insurance - PERMA	285,200.00	0.00	0.00	285,200.00	100.00
300-20-51160-00	Property Taxes	40,000.00	0.00	0.00	40,000.00	100.00
300-20-51200-00	Building Maintenance	150,000.00	1,675.91	4,076.59	145,923.41	97.28
300-20-51250-00	Grounds Maintenance	250,000.00	14,641.29	28,601.29	221,398.71	88.56
300-20-51300-00	Equipment Maintenance	65,000.00	9,243.91	9,243.91	55,756.09	85.78
300-20-51350-00	Utilities	551,250.00	849.85	1,781.97	549,468.03	99.68
300-20-51365-00	Security	2,570.00	0.00	0.00	2,570.00	100.00
300-40-50300-00	Gas Utility Infrastructure	1,000,000.00	0.00	0.00	1,000,000.00	100.00
300-40-50310-00	Sidewalk & Landscaping Rehab	400,000.00	0.00	0.00	400,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
Expense Total		3,609,275.00	51,325.97	95,918.18	3,513,356.82	97.3425
Grand Total		<u>3,609,275.00</u>	<u>51,325.97</u>	<u>95,918.18</u>	<u>3,513,356.82</u>	<u>0.9734</u>
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General Ledger
Revenue vs Budget

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
300	Green Acres Enterprise Fund					
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-158,846.50	-318,786.50	-1,681,213.50	15.94
300-00-40225-00	UTILITY CHARGES	-65,000.00	-4,679.09	-9,385.68	-55,614.32	14.44
300-00-40250-00	LATE FEES & NSF FEES	-1,100.00	0.00	0.00	-1,100.00	0.00
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	0.00	0.00	-1,000.00	0.00
300-00-40600-00	INTEREST INCOME	-102,900.00	0.00	0.00	-102,900.00	0.00
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00	0.00
300-00-40750-00	MISCELLANEOUS	-500.00	0.00	-100.00	-400.00	20.00
	Revenue Total	2,170,620.00	163,525.59	328,272.18	1,842,347.82	15.1234
	Grand Total	2,170,620.00	163,525.59	328,272.18	1,842,347.82	0.1512

March Joint Powers Authority

**Balance Sheet
Repairs & Maintenance – Fund 301
As of August 31, 2024**

ASSETS

Cash In Bank	\$ 256,913.75
Total Assets	<u>\$ 256,913.75</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	260,313.75
Change in Fund Balance for the month ending August 31, 2024	<u>(4,250.00)</u>
Ending Fund Balance, August 31, 2024	<u>256,063.75</u>
Total Liabilities and Net Position	<u>\$ 256,913.75</u>

General Ledger
Expenses vs Budget

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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>% Avail</u>
301	Green Acres Repairs & Maint.					
301-20-51200-02	Roof Repairs	27,000.00	0.00	4,250.00	22,750.00	84.26
301-20-51200-03	Unit Improvements	55,000.00	0.00	0.00	55,000.00	100.00
Expense Total		82,000.00	0.00	4,250.00	77,750.00	94.8171
Grand Total		82,000.00	0.00	4,250.00	77,750.00	0.9482

General Ledger
Revenue vs Budget

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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.					
301-00-48025-00	5% Rental Income Set-Aside	-100,000.00	0.00	0.00	-100,000.00	0.00
	Revenue Total	100,000.00	0.00	0.00	100,000.00	0
	Grand Total	100,000.00	0.00	0.00	100,000.00	0
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March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of August 31, 2024

ASSETS

Cash In Bank	\$ 984,368.22
Deferred Charge on Refunding	6,591,876.33
Prepaid Bond Insurance	<u>222,567.50</u>
Total Assets	<u>\$ 7,798,812.05</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>100,000.00</u>
Total Liabilities	<u>31,416,735.24</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(24,600,852.65)
Change in Fund Balance for the month ending August 31, 2024	<u>982,929.46</u>
Ending Fund Balance, August 31, 2024	<u>(23,617,923.19)</u>
Total Liabilities and Net Position	<u>\$ 7,798,812.05</u>

General Ledger
Expenses vs Budget

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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>% Avail</u>
740	SUCCESSOR AGENCY D.S.					
740-70-60625-00	Other Long Term Debt Principal	0.00	16,717.00	16,717.00	-16,717.00	0.00
	Expense Total	0.00	16,717.00	16,717.00	-16,717.00	0
	Grand Total	0.00	16,717.00	16,717.00	-16,717.00	0
		—	—	—	—	—

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of August 31, 2024

ASSETS

Cash In Bank	\$	715,652.56
Accounts Receivable		<u>15,050.25</u>
Total Assets	\$	<u><u>730,702.81</u></u>

LIABILITIES

Accounts Payable		15,050.25
Due to Other Funds		<u>500,000.00</u>
Total Liabilities		<u>515,050.25</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year		215,652.56
Change in Fund Balance for the month ending August 31, 2024		<u>-</u>
Ending Fund Balance, August 31, 2024		<u>215,652.56</u>
Total Liabilities and Net Position	\$	<u><u>730,702.81</u></u>

March Joint Powers Authority

Balance Sheet General Fund -100 As of September 30, 2024

ASSETS

Cash In Bank	\$	4,232,740.17
Petty Cash		300.00
Investment Account		4,879,378.34
Meridian Drainage Fee Acct		2,513,630.67
CalPERS Benefit Trust		12,067,581.40
County Fire Facilities Fund		1,861,056.71
Accounts Receivable		3,954,808.11
Accounts Receivable - Leases		1,349,157.70
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		100,000.00
Interest Receivable		1,672,366.67
Insurance Deposits		1,283.00

Total Assets \$ 37,865,305.96

LIABILITIES

Accounts Payable		12,465.73
Deposits in Trust		327,435.62
County Fire Facility		1,824,540.34
Meridian Drainage Fees		1,699,830.45
Lifecare Campus Drainage Fees		82,243.53
Meridian–St. F Sgnl Fair Share		637,826.15
MARB Heacock Project Funds		666.72
Deferred Inflows - Unavailable Revenue		2,400,000.00
Deferred Inflows - Leases		1,349,157.70

Total Liabilities 8,334,166.24

FUND BALANCE

Fund Balance, Beginning of Fiscal Year		30,581,197.39
Change in Fund Balance for the month ending September 30, 2024		<u>(1,050,057.67)</u>

Ending Fund Balance, September 30, 2024 29,531,139.72

Total Liabilities and Fund Balance \$ 37,865,305.96

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund					
100-10-50100-05	Salaries and Wages	935,519.00	67,757.40	220,845.74	714,673.26	76.39
100-10-50100-10	Benefits	129,993.00	4,587.39	25,204.77	104,788.23	80.61
100-10-50100-15	PERS Contributions	125,821.00	4,685.69	25,236.92	100,584.08	79.94
100-10-50100-20	Medicare Tax	15,100.00	1,000.94	3,375.53	11,724.47	77.65
100-10-50100-25	Unemployment	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50100-30	Workers Compensation Ins.	22,365.00	1,026.60	2,098.05	20,266.95	90.62
100-10-50100-32	Temporary Office Help	24,600.00	4,340.75	11,615.46	12,984.54	52.78
100-10-50100-35	Employee Recruitment	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50100-99	Unfunded Accrued Liab(UAL)	167,402.00	0.00	17,875.84	149,526.16	89.32
100-10-50150-02	Mileage Reimbursement	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50150-04	Payroll Services	7,500.00	1,040.25	1,988.48	5,511.52	73.49
100-10-50150-06	PeriodicalsMemberships	15,000.00	14.00	843.00	14,157.00	94.38
100-10-50150-08	EducationTraining	12,500.00	869.00	869.00	11,631.00	93.05
100-10-50150-12	Travel	50,000.00	1,147.00	6,390.72	43,609.28	87.22
100-10-50150-14	JPC Members' Stipend	17,300.00	1,100.00	1,700.00	15,600.00	90.17
100-10-50150-15	Meeting Expenses	13,000.00	421.91	584.09	12,415.91	95.51
100-10-50150-16	Office Supplies	15,000.00	1,481.28	2,242.54	12,757.46	85.05
100-10-50150-18	Telephone & Internet Expense	7,400.00	314.62	630.20	6,769.80	91.48
100-10-50150-20	Mobile Phones	12,000.00	456.50	1,233.46	10,766.54	89.72
100-10-50150-24	Postage	3,750.00	0.00	525.68	3,224.32	85.98
100-10-50150-26	Liability Insurance - PERMA	184,000.00	0.00	487,943.00	-303,943.00	-165.19
100-10-50150-30	Printing - Outside	3,500.00	0.00	74.77	3,425.23	97.86
100-10-50150-32	Equipment Leases	38,000.00	2,860.50	7,484.64	30,515.36	80.30
100-10-50150-34	Equipment Maintenance	60,000.00	3,684.76	8,222.83	51,777.17	86.30
100-10-50150-35	Vehicle Fuel & Maintenance	4,100.00	107.26	3,063.82	1,036.18	25.27
100-10-50150-38	ProductionArtwork	25,000.00	87.00	1,630.50	23,369.50	93.48
100-10-50150-39	MarketingBranding	0.00	0.00	0.00	0.00	0.00
100-10-50150-40	Promotional Activities	50,000.00	3,101.39	7,670.79	42,329.21	84.66
100-10-50150-42	Bank Fees	37,000.00	0.00	29.00	36,971.00	99.92
100-10-50150-46	Office Custodial	7,000.00	490.00	980.00	6,020.00	86.00
100-10-50150-47	Office Rent	75,600.00	6,321.57	18,691.27	56,908.73	75.28
100-10-50150-48	Office Utilities	14,070.00	1,045.27	2,875.82	11,194.18	79.56
100-10-50200-02	General Legal Services	200,000.00	0.00	16,985.70	183,014.30	91.51
100-10-50200-04	Special Legal Services	45,000.00	11,668.31	11,668.31	33,331.69	74.07
100-10-50200-10	Legal Property Surveys	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50200-14	Annual Audit	40,000.00	0.00	0.00	40,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-20	D.C. and State Lobbyist	130,000.00	0.00	16,000.00	114,000.00	87.69
100-10-50200-25	General Consulting Services	455,000.00	26,778.06	60,314.31	394,685.69	86.74
100-10-50200-40	Foreign Trade Zone	8,000.00	560.00	2,285.47	5,714.53	71.43
100-10-50300-02	Equipment Office Furniture	10,000.00	6,857.10	6,857.10	3,142.90	31.43
100-10-50300-04	Computer Hardware	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-06	Computer Software	25,000.00	0.00	0.00	25,000.00	100.00
100-20-51150-00	Property Insurance - PERMA	55,200.00	0.00	0.00	55,200.00	100.00
100-20-51200-00	Building Maintenance	40,000.00	97.88	3,337.88	36,662.12	91.66
100-20-51250-00	Grounds Maintenance	75,000.00	1,390.00	1,390.00	73,610.00	98.15
100-20-51255-00	Street & Lighting Maintenananc	15,000.00	0.00	0.00	15,000.00	100.00
100-20-51300-00	Equipment Maintenance	0.00	0.00	1,359.76	-1,359.76	0.00
100-20-51325-00	Equipment Purchases	0.00	0.00	-762.00	762.00	0.00
100-20-51335-00	Demolition Costs	500,000.00	0.00	0.00	500,000.00	100.00
100-20-51350-00	Utilities	10,000.00	677.41	953.41	9,046.59	90.47
100-20-51355-00	Fuel Costs	2,500.00	0.00	0.00	2,500.00	100.00
100-20-51360-00	Police Patrols	200,000.00	9,373.28	9,373.28	190,626.72	95.31
100-20-51365-00	Security	120,000.00	4,683.20	18,147.40	101,852.60	84.88
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	852,000.00	9,451.06	9,451.06	842,548.94	98.89
100-30-52220-00	Education Training	2,500.00	350.00	947.00	1,553.00	62.12
100-30-52250-00	Environmental Fees	45,000.00	33,949.00	33,949.00	11,051.00	24.56
100-30-52300-00	Printing Costs	5,000.00	0.00	0.00	5,000.00	100.00
100-30-52325-00	Planning Software	25,500.00	0.00	0.00	25,500.00	100.00
100-30-52350-00	Public Notices/Filings	3,000.00	0.00	0.00	3,000.00	100.00
100-30-52400-00	Enviromental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
100-40-50300-00	Gas Utility Infrastructure	1,000,000.00	0.00	0.00	1,000,000.00	100.00
Expense Total		5,966,220.00	213,776.38	1,054,183.60	4,912,036.40	82.3308
Grand Total		5,966,220.00	213,776.38	1,054,183.60	4,912,036.40	0.8233

General Ledger
Revenue vs Budget

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-150,000.00	-12,307.81	-36,923.43	-113,076.57	24.62
100-00-40300-00	PLANNING FEES	-1,035,000.00	1,950.00	-4,377.00	-1,030,623.00	0.42
100-00-40310-00	DDA Billable Planning Fee	0.00	52,738.83	52,738.83	-52,738.83	0.00
100-00-40400-00	BUILDING PERMIT FEES	-800,000.00	0.00	-4,023.33	-795,976.67	0.50
100-00-40430-00	PUBLIC WORKS FEES	-400,000.00	0.00	-2,500.00	-397,500.00	0.63
100-00-40600-00	INTEREST INCOME	-659,400.00	0.00	0.00	-659,400.00	0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	-1,000.00	-8,000.00	-63,000.00	11.27
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	0.00	-1,100.00	0.00
100-00-40750-00	MISCELLANEOUS REVENUE	-10,000.00	0.00	-1,041.00	-8,959.00	10.41
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00	0.00
Revenue Total		3,376,500.00	-41,381.02	4,125.93	3,372,374.07	0.1222
Grand Total		3,376,500.00	-41,381.02	4,125.93	3,372,374.07	0.0012

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of September 30, 2024

ASSETS

Cash In Bank	\$ 3,412,094.27
Accounts Receivable	<u>15,647.20</u>
Total Assets	<u><u>\$ 3,427,741.47</u></u>

LIABILITIES

Accounts Payable	59,707.02
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>73,830.99</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	3,740,808.12
Change in Fund Balance for the month ending September 30, 2024	<u>(386,897.64)</u>
Ending Fund Balance, September 30, 2024	<u>3,353,910.48</u>
Total Liabilities and Fund Balance	<u><u>\$ 3,427,741.47</u></u>

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMD No. 1					
120-40-65005-00	Traffic Signals	30,567.00	177.19	1,790.53	28,776.47	94.14
120-40-65010-00	Signage	357.00	0.00	0.00	357.00	100.00
120-40-65015-00	Lighting	83,040.00	412.40	7,222.02	75,817.98	91.30
120-40-65020-00	Landscaping	1,018,900.00	119,283.97	343,671.58	675,228.42	66.27
120-40-65025-00	Drainage	157,362.00	0.00	0.00	157,362.00	100.00
120-40-65030-00	Street Sweeping	60,756.00	0.00	5,650.00	55,106.00	90.70
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	74,456.00	2,279.98	12,792.95	61,663.05	82.82
120-40-65118-10	Benefits	11,495.00	360.28	1,815.96	9,679.04	84.20
120-40-65118-15	PERS Contributions	9,996.00	336.72	1,619.93	8,376.07	83.79
120-40-65118-20	Medicare Tax	1,247.00	38.03	192.32	1,054.68	84.58
120-40-65118-30	Workers Compensation Ins.	5,400.00	0.00	0.00	5,400.00	100.00
120-40-65118-99	Unfunded Accrued Liab(UAL)	35,951.00	0.00	0.00	35,951.00	100.00
120-40-65120-00	Operations	20,980.00	5,451.17	7,108.28	13,871.72	66.12
120-40-65125-00	TransportationCommunication	10,393.00	0.00	358.82	10,034.18	96.55
120-40-65130-00	Liability Insurance - PERMA	16,560.00	0.00	0.00	16,560.00	100.00
120-40-65135-00	Assessment Engineer	11,000.00	0.00	0.00	11,000.00	100.00
120-40-65140-00	Professional Services	92,720.00	4,250.00	6,325.00	86,395.00	93.18
120-40-65145-00	Publication	245.00	0.00	0.00	245.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	103,000.00	0.00	0.00	103,000.00	100.00
120-40-65500-05	Tree Replacement	263,000.00	0.00	0.00	263,000.00	100.00
120-40-65500-10	Van Buren Pavement Repairs	20,000.00	0.00	0.00	20,000.00	100.00
120-40-65500-15	Park Improvements	235,000.00	0.00	0.00	235,000.00	100.00
120-40-65500-20	Vehicle Purchase	46,876.00	0.00	-1,649.75	48,525.75	103.52
Expense Total		2,313,801.00	132,589.74	386,897.64	1,926,903.36	83.2787
Grand Total		2,313,801.00	132,589.74	386,897.64	1,926,903.36	0.8328

General Ledger
Revenue vs Budget

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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>
120	Meridian LLMD No. 1					
120-00-40260-00	Assessments	-2,488,697.00	0.00	0.00	-2,488,697.00	0.00
	Revenue Total	2,488,697.00	0.00	0.00	2,488,697.00	0
	Grand Total	2,488,697.00	0.00	0.00	2,488,697.00	0
		_____	_____	_____	_____	_____

March Joint Powers Authority

Balance Sheet March Lifecare Campus CFD 2013 – Fund 140 As of September 30, 2024

ASSETS

Cash In Bank	\$	150,015.64
Accounts Receivable		39,044.74
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>323.47</u>

Total Assets \$ 150,339.11

LIABILITIES

Payroll Liabilities		24,290.32
Unearned revenue		<u>0.40</u>

Total Liabilities 24,290.72

FUND BALANCE

Fund Balance, Beginning of Fiscal Year		137,437.11
Change in Fund Balance for the month ending September 30, 2024		<u>(11,388.72)</u>

Ending Fund Balance, September 30, 2024 126,048.39

Total Liabilities and Fund Balance \$ 150,339.11

General Ledger
Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	3,150.00	0.00	0.00	3,150.00	100.00
140-40-65015-00	Lighting	10,500.00	733.19	1,564.80	8,935.20	85.10
140-40-65020-00	Landscaping	15,300.00	1,250.00	2,868.90	12,431.10	81.25
140-40-65030-00	Street Sweeping	6,000.00	0.00	2,050.00	3,950.00	65.83
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65040-00	Weed Abatement	26,000.00	0.00	0.00	26,000.00	100.00
140-40-65118-05	Salaries and Wages	22,511.00	588.20	3,754.40	18,756.60	83.32
140-40-65118-10	Benefits	3,631.00	105.03	588.95	3,042.05	83.78
140-40-65118-15	PERS Contributions	3,015.00	94.42	511.62	2,503.38	83.03
140-40-65118-20	Medicare Tax	379.00	7.54	50.05	328.95	86.79
140-40-65118-30	Workers Compensation Ins.	4,200.00	0.00	0.00	4,200.00	100.00
140-40-65130-00	Liability Insurance - PERMA	5,750.00	0.00	0.00	5,750.00	100.00
140-40-65135-00	Assessment Engineer	5,000.00	0.00	0.00	5,000.00	100.00
	Expense Total	106,186.00	2,778.38	11,388.72	94,797.28	89.2747
	Grand Total	106,186.00	2,778.38	11,388.72	94,797.28	0.8927

General Ledger
Revenue vs Budget

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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>
140	March Lifecare Campus CFD 2013					
140-00-40260-00	Taxes	-62,000.00	0.00	0.00	-62,000.00	0.00
	Revenue Total	62,000.00	0.00	0.00	62,000.00	0
	Grand Total	62,000.00	0.00	0.00	62,000.00	0
		_____	_____	_____	_____	_____

March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of September 30, 2024

ASSETS

Cash In Bank	\$ 3,107,693.41
Investment Account	2,217,979.56
Accounts Receivable	146,271.26
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>\$ 12,764,431.00</u>

LIABILITIES

Accounts Payable	457.56
Payroll Liabilities	328,886.09
Security Deposits	179,705.16
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>952,662.55</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,587,512.71
Change in Fund Balance for the month ending September 30, 2024	<u>224,255.74</u>
Ending Fund Balance, September 30, 2024	<u>11,811,768.45</u>
Total Liabilities and Net Position	<u>\$ 12,764,431.00</u>

General Ledger

Expenses vs Budget



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund					
300-10-50100-05	Salaries and Wages	234,200.00	8,863.82	45,547.17	188,652.83	80.55
300-10-50100-10	Benefits	40,562.00	1,413.96	7,107.37	33,454.63	82.48
300-10-50100-15	PERS Contributions	20,657.00	782.65	3,932.83	16,724.17	80.96
300-10-50100-20	Medicare Tax	3,985.00	151.83	759.73	3,225.27	80.94
300-10-50100-30	Workers Compensation Ins.	17,100.00	0.00	0.00	17,100.00	100.00
300-10-50100-99	Unfunded Accrued Liab(UAL)	28,551.00	0.00	0.00	28,551.00	100.00
300-10-50150-06	PeriodicalsMemberships	2,500.00	0.00	0.00	2,500.00	100.00
300-10-50150-08	EducationTraining	500.00	0.00	0.00	500.00	100.00
300-10-50150-16	Office Supplies	2,500.00	128.68	128.68	2,371.32	94.85
300-10-50150-18	Telephone Internet Service	1,000.00	39.33	157.44	842.56	84.26
300-10-50150-20	Mobile PhonesPagers	1,300.00	105.24	211.10	1,088.90	83.76
300-10-50150-24	Postage	100.00	0.00	0.00	100.00	100.00
300-10-50150-26	Liability Insurance - PERMA	34,500.00	0.00	0.00	34,500.00	100.00
300-10-50150-42	Bank Fees	4,500.00	0.00	0.00	4,500.00	100.00
300-10-50150-44	TenantRelations	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-47	Office Rent	9,500.00	790.20	2,336.40	7,163.60	75.41
300-10-50150-48	Office Utilities	2,100.00	98.16	294.47	1,805.53	85.98
300-10-50150-50	Depreciation Expense	310,700.00	0.00	0.00	310,700.00	100.00
300-10-50200-02	General Legal Services	500.00	0.00	0.00	500.00	100.00
300-10-50200-15	Credit Check Services	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50300-02	Office Equipment	500.00	0.00	0.00	500.00	100.00
300-10-50300-06	Computer Software	8,000.00	159.98	624.48	7,375.52	92.19
300-10-50300-10	Appliance Purchase	22,000.00	0.00	3,452.58	18,547.42	84.31
300-10-50300-15	Security Entrance Gates	8,000.00	526.76	722.78	7,277.22	90.97
300-10-50300-25	Vehicle Purchase	10,000.00	0.00	0.00	10,000.00	100.00
300-10-50900-00	Transfer to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
300-20-51150-00	Property Insurance - PERMA	285,200.00	0.00	0.00	285,200.00	100.00
300-20-51160-00	Property Taxes	40,000.00	0.00	0.00	40,000.00	100.00
300-20-51200-00	Building Maintenance	150,000.00	3,020.83	7,097.42	142,902.58	95.27
300-20-51250-00	Grounds Maintenance	250,000.00	15,645.33	44,246.62	205,753.38	82.30
300-20-51300-00	Equipment Maintenance	65,000.00	262.22	9,506.13	55,493.87	85.38
300-20-51350-00	Utilities	551,250.00	139,639.91	141,421.88	409,828.12	74.35
300-20-51365-00	Security	2,570.00	0.00	0.00	2,570.00	100.00
300-40-50300-00	Gas Utility Infrastructure	1,000,000.00	0.00	0.00	1,000,000.00	100.00
300-40-50310-00	Sidewalk & Landscaping Rehab	400,000.00	0.00	0.00	400,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
Expense Total		3,609,275.00	171,628.90	267,547.08	3,341,727.92	92.5872
Grand Total		<u>3,609,275.00</u>	<u>171,628.90</u>	<u>267,547.08</u>	<u>3,341,727.92</u>	<u>0.9259</u>
		_____	_____	_____	_____	_____

General Ledger
Revenue vs Budget

User: SchumacherN
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Period 03 - 03
Fiscal Year 2025



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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>
300	Green Acres Enterprise Fund					
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-158,646.66	-477,433.16	-1,522,566.84	23.87
300-00-40225-00	UTILITY CHARGES	-65,000.00	-4,673.98	-14,059.66	-50,940.34	21.63
300-00-40250-00	LATE FEES & NSF FEES	-1,100.00	0.00	0.00	-1,100.00	0.00
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-160.00	-160.00	-840.00	16.00
300-00-40600-00	INTEREST INCOME	-102,900.00	0.00	0.00	-102,900.00	0.00
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00	0.00
300-00-40750-00	MISCELLANEOUS	-500.00	-50.00	-150.00	-350.00	30.00
Revenue Total		2,170,620.00	163,530.64	491,802.82	1,678,817.18	22.6573
Grand Total		2,170,620.00	163,530.64	491,802.82	1,678,817.18	0.2266

March Joint Powers Authority

**Balance Sheet
Repairs & Maintenance – Fund 301
As of September 30, 2024**

ASSETS

Cash In Bank	\$ 256,063.75
Total Assets	<u>\$ 256,063.75</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	260,313.75
Change in Fund Balance for the month ending September 30, 2024	<u>(4,250.00)</u>
Ending Fund Balance, September 30, 2024	<u>256,063.75</u>
Total Liabilities and Net Position	<u>\$ 256,063.75</u>

General Ledger
Expenses vs Budget

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Period 03 - 03
Fiscal Year 2025



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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>% Avail</u>
301	Green Acres Repairs & Maint.					
301-20-51200-02	Roof Repairs	27,000.00	0.00	4,250.00	22,750.00	84.26
301-20-51200-03	Unit Improvements	55,000.00	0.00	0.00	55,000.00	100.00
Expense Total		82,000.00	0.00	4,250.00	77,750.00	94.8171
Grand Total		82,000.00	0.00	4,250.00	77,750.00	0.9482

General Ledger
Revenue vs Budget

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Period 03 - 03
Fiscal Year 2025



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
301	Green Acres Repairs & Maint.					
301-00-48025-00	5% Rental Income Set-Aside	-100,000.00	0.00	0.00	-100,000.00	0.00
	Revenue Total	100,000.00	0.00	0.00	100,000.00	0
	Grand Total	100,000.00	0.00	0.00	100,000.00	0
		_____	_____	_____	_____	_____

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of September 30, 2024

ASSETS

Cash In Bank	\$ 967,651.22
Deferred Charge on Refunding	6,591,876.33
Prepaid Bond Insurance	<u>222,567.50</u>
Total Assets	<u>\$ 7,782,095.05</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>100,000.00</u>
Total Liabilities	<u>31,416,735.24</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(24,600,852.65)
Change in Fund Balance for the month ending September 30, 2024	<u>966,212.46</u>
Ending Fund Balance, September 30, 2024	<u>(23,634,640.19)</u>
Total Liabilities and Net Position	<u>\$ 7,782,095.05</u>

General Ledger
Expenses vs Budget

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Period 03 - 03
Fiscal Year 2025



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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>% Avail</u>
740	SUCCESSOR AGENCY D.S.					
740-70-60625-00	Other Long Term Debt Principal	0.00	0.00	16,717.00	-16,717.00	0.00
	Expense Total	0.00	0.00	16,717.00	-16,717.00	0
	Grand Total	<u>0.00</u>	<u>0.00</u>	<u>16,717.00</u>	<u>-16,717.00</u>	<u>0</u>
		—	—	—	—	—

March Joint Powers Authority

Balance Sheet
RORF Fund – Fund 750
As of September 30, 2024

ASSETS

Cash In Bank 715,652.56

Total Assets \$ 715,652.56

LIABILITIES

Due to Other Funds 500,000.00

Total Liabilities 500,000.00

FUND BALANCE

Net Position, Beginning of Fiscal Year 215,652.56

Change in Fund Balance for the month ending September 30, 2024 -

Ending Fund Balance, September 30, 2024 215,652.56

Total Liabilities and Net Position \$ 715,652.56

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Action: **APPROVE AUGUST 2024 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the month of August 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 August 2024 for the March JPA; Lighting, Landscaping and Maintenance District (LLMD) No. 1; Community Facility District (CFD); Green Acres; and the Successor Agency to the former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment(s): Listing of checks disbursed in August 2024 for the March JPA, LLMD, CFD, Green Acres, and the Successor Agency.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	Delgado	Edward Delgado	08/07/2024	400.00
ACH	VargasM	Michael Vargas	08/07/2024	200.00
ACH	Computer	California Computer Options, Inc.	08/08/2024	8,314.60
ACH	DTS	Daley Technology Systems	08/08/2024	750.00
ACH	BASharaf	BA Sharaf, LLC	08/14/2024	1,263.72
ACH	TRILAK	TRI Lake Consultants Inc.	08/14/2024	100.00
ACH	Computer	California Computer Options, Inc.	08/15/2024	314.62
ACH	PERMAINS	Public Entity Risk Management Authority(I	08/15/2024	487,943.00
ACH	DTS	Daley Technology Systems	08/22/2024	540.00
ACH	TRILAK	TRI Lake Consultants Inc.	08/22/2024	200.00
ACH	TRILAK	TRI Lake Consultants Inc.	08/01/2024	2,075.00
ACH	Computer	California Computer Options, Inc.	08/08/2024	79.99
ACH	BASharaf	BA Sharaf, LLC	08/19/2024	2,280.01
ACH	Computer	California Computer Options, Inc.	08/19/2024	19.67
ACH	TRILAK	TRI Lake Consultants Inc.	08/22/2024	4,200.00
ACH	Computer	California Computer Options, Inc.	08/08/2024	159.98
ACH	Computer	California Computer Options, Inc.	08/15/2024	39.33
ACH	Computer	California Computer Options, Inc.	08/01/2024	75.00
ACH	Computer	California Computer Options, Inc.	08/08/2024	399.11
ACH	Computer	California Computer Options, Inc.	08/15/2024	3,572.19
1212	MarchHea	March 1	08/14/2024	16,717.00
3433	ThaoLe	Thao Le	08/01/2024	4,163.36
3434	ThaoLe	Thao Le	08/01/2024	3,856.89
3435	SDRMA	SDRMA	08/15/2024	711.33
3436	HARTFORD	THE HARTFORD	08/15/2024	787.07
1017742	ThaoLe	Thao Le	08/01/2024	36.58
1017743	LOWES	Lowe's Business Account	08/01/2024	29.00
1017744	Raceway2	Raceway Ford	08/01/2024	2,778.03
1017745	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	08/01/2024	2,980.00
1017746	PatrolSe	Patrol Security and Guard	08/01/2024	4,390.50
1017747	FEDEX	FedEx	08/08/2024	170.10
1017748	FRONTIER	Frontier Communications	08/08/2024	106.02
1017749	PHILLIPS	Phillips 66-CO./SYNCB	08/08/2024	162.53
1017750	SPARKLET	Sparkletts	08/08/2024	122.40
1017751	AyalaA	Amelia Ayala	08/08/2024	11,162.50
1017752	HBS	Husch Blackwell Strategies LLC	08/08/2024	8,000.00
1017754	PatrolSe	Patrol Security and Guard	08/08/2024	4,683.20
1017755	RobertHa	Robert Half	08/08/2024	1,266.56
1017756	JanPro	Commerical Cleaning Solutions, Inc.	08/08/2024	490.00
1017757	TotalC	Total Compenstation Systems, Inc.	08/08/2024	1,530.00
1017758	PROMELI	Promeli Media LLC	08/08/2024	1,562.00
1017759	BESTBE	Best Best & Krieger, LLP	08/14/2024	46,853.65
1017760	ESA	ESA	08/14/2024	8,544.75
1017761	WILLDANS	Willdan	08/14/2024	31,973.55
1017762	SeniorLi	Senior Living Riversdie, LP	08/14/2024	16,000.00
1017763	FRONTIER	Frontier Communications	08/15/2024	209.56
1017764	PRINTWR	Print Wear Embroidery Wear	08/15/2024	2,465.74

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017765	GRIVCH	Greater Riverside Chambers Of Commerce	08/15/2024	451.00
1017767	Rivers	Rivers & Lands Conservancy	08/15/2024	1,060.00
1017768	FEDTECH	Fedtech	08/15/2024	500.00
1017769	WMWD	Western Municipal Water District	08/15/2024	7,106.85
1017770	RobertHa	Robert Half	08/15/2024	3,641.36
1017772	SHELTER	Shelter Clean Services	08/15/2024	3,750.00
1017773	PHILLIPS	Phillips 66-CO./SYNCB	08/19/2024	128.21
1017774	CityMVD	City Of Moreno Valley	08/19/2024	45.41
1017775	WASTEM	WM Corporate Services, Inc.	08/19/2024	276.00
1017776	BankofAm	Bank Of America	08/22/2024	13,431.82
1017777	MGS	M.G.S.	08/22/2024	2,640.00
1017778	RSG	RSG, Inc.	08/22/2024	993.75
1017779	TROPHIES	Kristy Ailport	08/22/2024	43.50
1017780	HBS	Husch Blackwell Strategies LLC	08/22/2024	8,000.00
1017781	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	08/22/2024	19,850.00
1017782	PatrolSe	Patrol Security and Guard	08/22/2024	4,390.50
1017783	CanonF	Canon Financial Services, Inc.	08/22/2024	4,604.15
1017784	SQUIRE	SQUIRE PATTON BOGGS LLP	08/22/2024	7,771.50
1017785	TitlePro	Title Pros IS	08/22/2024	200.00
1017786	WorldTac	World Famous Tacos	08/22/2024	708.00

Report Total (67 checks):

764,270.59

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003815	PHILLIPS	Phillips 66-CO./SYNCB	08/08/2024	319.49
2003816	SCE4	Southern California Edison	08/08/2024	6,664.60
2003817	FRONTIER	Frontier Communications	08/19/2024	13.10
2003818	PHILLIPS	Phillips 66-CO./SYNCB	08/19/2024	602.18
2003819	SCE4	Southern California Edison	08/19/2024	7,105.74
2003820	WMWD	Western Municipal Water District	08/19/2024	444.18
2003821	BRIGHT	BrightView Landscape Services, Inc.	08/19/2024	62,200.17
2003822	WMWD2	Western Municipal Water District	08/19/2024	1,857.28
2003823	BankofAm	Bank Of America	08/22/2024	52.70
2003824	MGS	M.G.S.	08/22/2024	326.19
2003825	WILLDANS	Willdan	08/22/2024	1,720.00
2003826	SCE4	Southern California Edison	08/22/2024	406.18
2003827	Mariposa	Mariposa Tree Management Inc,	08/22/2024	96,876.25
2003828	SoCANews	Southern California News Group	08/22/2024	481.16
2003829	TEAM	Team Sweep	08/22/2024	5,650.00
2003830	WMWD2	Western Municipal Water District	08/22/2024	39,045.78
Report Total (16 checks):				223,765.00

Accounts Payable

Checks by Date - Summary by Check Number

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<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
4000158	SCE4	Southern California Edison	08/19/2024	732.91
4000159	BRIGHT	BrightView Landscape Services, Inc.	08/19/2024	1,250.00
4000160	WMWD2	Western Municipal Water District	08/19/2024	184.45
4000161	TEAM	Team Sweep	08/22/2024	2,050.00
4000162	WMWD2	Western Municipal Water District	08/22/2024	184.45
Report Total (5 checks):				4,401.81

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009577	GRAINGER	Grainger	08/08/2024	20.92
3009578	PHILLIPS	Phillips 66-CO./SYNCB	08/08/2024	268.91
3009579	Aqua	Aqua Backflow & Chlorination, Inc..	08/08/2024	720.28
3009580	SouthCou	South County Pest Control, Inc.	08/08/2024	187.00
3009581	JanPro	Commerical Cleaning Solutions, Inc.	08/08/2024	200.00
3009582	ALPINE	Robert Vernieri	08/08/2024	2,687.50
3009583	ABILITY	Ability Counts, Inc.	08/15/2024	13,500.00
3009584	Automate	Automated Gate Services, Inc.	08/15/2024	120.00
3009585	FRONTIER	Frontier Communications	08/15/2024	26.20
3009586	SouthCou	South County Pest Control, Inc.	08/15/2024	179.00
3009587	SCE4	Southern California Edison	08/15/2024	925.87
3009588	WMWD	Western Municipal Water District	08/15/2024	888.36
3009589	AR-Newm1	Jerry & Ruthanne Newman/123	08/15/2024	2,180.00
3009590	HOMEDE	Home Depot Credit Services	08/15/2024	311.12
3009591	WASTEM	WM Corporate Services, Inc.	08/15/2024	421.01
3009592	ALPINE	Robert Vernieri	08/15/2024	7,665.00
3009593	PHILLIPS	Phillips 66-CO./SYNCB	08/19/2024	210.91
3009594	BankofAm	Bank Of America	08/22/2024	105.86
3009595	MGS	M.G.S.	08/22/2024	95.00
3009596	SouthCou	South County Pest Control, Inc.	08/22/2024	197.00
3009597	DunnE	Dunn Edwards Corporation	08/22/2024	485.87
3009598	ALPINE	Robert Vernieri	08/22/2024	1,310.00

Report Total (22 checks):

32,705.81

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	BASharaf	BA Sharaf, LLC	09/10/2024	23,823.06
ACH	CabreraU	Ulises Cabrera	09/10/2024	100.00
ACH	Computer	California Computer Options, Inc.	09/10/2024	1,431.80
ACH	ConderJr	Charles Conder Jr.	09/10/2024	300.00
ACH	Delgado	Edward Delgado	09/10/2024	400.00
ACH	SONRI	SONRI, INC	09/10/2024	7,500.00
ACH	TRILAK	TRI Lake Consultants Inc.	09/10/2024	5,550.00
ACH	VargasM	Michael Vargas	09/10/2024	200.00
ACH	BASharaf	BA Sharaf, LLC	09/10/2024	25,471.26
ACH	Computer	California Computer Options, Inc.	09/19/2024	10,106.48
ACH	DPETER1	David Peterson Abatement Services,LLC	09/19/2024	9,240.00
ACH	DTS	Daley Technology Systems	09/19/2024	750.00
ACH	The20/20	The 20/20 NETWORK	09/19/2024	1,187.50
ACH	TRILAK	TRI Lake Consultants Inc.	09/19/2024	1,600.00
ACH	TRILAK	TRI Lake Consultants Inc.	09/09/2024	4,250.00
ACH	BASharaf	BA Sharaf, LLC	09/19/2024	4,547.49
ACH	Computer	California Computer Options, Inc.	09/19/2024	99.66
ACH	Computer	California Computer Options, Inc.	09/19/2024	199.31
ACH	TRILAK	TRI Lake Consultants Inc.	09/09/2024	700.00
ACH	Computer	California Computer Options, Inc.	09/19/2024	418.78
ACH	AVINSM	Aviation Insurance Mangers Inc.	09/30/2024	21,900.00
ACH	CalPERS	CalPERS	09/26/2024	9,082.32
3437	FAIRBANK	Daniel Fairbanks	09/26/2024	36,159.86
3439	STCOMPFD	State Compensation Ins. Fund	09/09/2024	2,205.91
1017787	452Milt	452nd Military Ball	09/10/2024	2,000.00
1017788	BESTBE	Best Best & Krieger, LLP	09/10/2024	29,716.01
1017789	ESA	ESA	09/10/2024	3,346.20
1017790	MERIDIAN	Meridian Park, LLC	09/10/2024	264,394.12
1017791	PHILLIPS	Phillips 66-CO./SYNCB	09/10/2024	107.26
1017792	SPARKLET	Sparkletts	09/10/2024	159.87
1017793	VRPA	VRPA Technologies, Inc.	09/10/2024	4,871.46
1017794	WILLDANS	Willdan	09/10/2024	30,250.92
1017795	AyalaA	Amelia Ayala	09/10/2024	12,278.75
1017796	Hefingto	Amy & Rodney Hefington	09/10/2024	1,950.00
1017797	William2	Grace Martin	09/10/2024	352.00
1017798	ORELLANA	Carlos Orellana	09/10/2024	280.00
1017799	RobertHa	Robert Half	09/10/2024	2,144.05
1017800	Rogers	Marita G. Rogers	09/10/2024	100.00
1017801	NINAS	Nina Schumacher	09/10/2024	280.00
1017802	JanPro	Commerical Cleaning Solutions, Inc.	09/10/2024	490.00
1017803	CalifBld	California Building Standards Commission	09/10/2024	730.80
1017804	LakeElsi	Lake Elsinore&San Jacinto Watersheds Aut	09/10/2024	33,949.00
1017805	BankofAm	Bank Of America	09/19/2024	4,256.47
1017806	BESTBE	Best Best & Krieger, LLP	09/19/2024	61,941.83
1017807	RSG	RSG, Inc.	09/19/2024	1,620.00
1017808	StaplesA	Staples Business Credit	09/19/2024	1,093.72
1017809	DEGUIRE	DeGuire Weed Abatement	09/19/2024	1,390.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017810	TROPHIES	Kristy Ailport	09/19/2024	87.00
1017811	CityMVD	City Of Moreno Valley	09/19/2024	40.05
1017812	JonsFlag	Jon's Flag & Poles, Inc.	09/19/2024	97.88
1017813	WMWD	Western Municipal Water District	09/19/2024	7,106.85
1017814	PatrolSe	Patrol Security and Guard	09/19/2024	4,683.20
1017815	RobertHa	Robert Half	09/19/2024	2,196.70
1017816	CanonF	Canon Financial Services, Inc.	09/19/2024	2,840.51
1017817	WASTEM	WM Corporate Services, Inc.	09/19/2024	637.36
1017818	RIVCTYSH	Riverside County Sheriff Department	09/19/2024	9,373.28
Report Total (56 checks):				651,988.72

Accounts Payable

Checks by Date - Summary by Check Number

User: SchumacherN
Printed: 10/21/2024 4:39 PM



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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003831	PHILLIPS	Phillips 66-CO./SYNCB	09/09/2024	307.79
2003832	SCE4	Southern California Edison	09/09/2024	14,532.93
2003833	BRIGHT	BrightView Landscape Services, Inc.	09/09/2024	1,560.86
2003834	WMWD2	Western Municipal Water District	09/09/2024	8,016.35
2003835	BankofAm	Bank Of America	09/19/2024	105.24
2003836	SCE4	Southern California Edison	09/19/2024	94.94
2003837	WMWD	Western Municipal Water District	09/19/2024	444.18
2003838	EWING	Ewing Irrigation Products, Inc.	09/19/2024	1,372.37
2003839	HOMEDE	Home Depot Credit Services	09/19/2024	147.35
2003840	BRIGHT	BrightView Landscape Services, Inc.	09/19/2024	61,693.00
2003841	WMWD2	Western Municipal Water District	09/19/2024	32,455.76
Report Total (11 checks):				120,730.77

Accounts Payable

Checks by Date - Summary by Check Number

User: SchumacherN
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March Joint Powers Authority
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Riverside, CA 92518
(951) 656-7000
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<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
4000163	SCE4	Southern California Edison	09/09/2024	89.74
4000164	SCE4	Southern California Edison	09/19/2024	643.45
4000165	BRIGHT	BrightView Landscape Services, Inc.	09/19/2024	1,250.00
Report Total (3 checks):				1,983.19

Accounts Payable

Checks by Date - Summary by Check Number

User: SchumacherN
 Printed: 10/21/2024 4:40 PM



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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009599	AutoZone	Auto Zone, Commerical	09/09/2024	115.28
3009600	ChristRo	Christianson Roofing	09/09/2024	850.00
3009601	LOWES	Lowe's Business Account	09/09/2024	117.91
3009602	PHILLIPS	Phillips 66-CO./SYNCB	09/09/2024	146.94
3009603	SouthCou	South County Pest Control, Inc.	09/09/2024	59.00
3009604	MiracleM	Lone Wolf Enterprises, Inc.	09/09/2024	1,275.00
3009605	WMWD	Western Municipal Water District	09/09/2024	53,147.34
3009606	JanPro	Commerical Cleaning Solutions, Inc.	09/09/2024	200.00
3009607	MARCHUT	March Joint Powers Utility Authority	09/09/2024	15,947.65
3009608	AR-Zamo	Sharen Zamora/212	09/16/2024	1,264.00
3009609	ABILITY	Ability Counts, Inc.	09/19/2024	13,500.00
3009610	Automate	Automated Gate Services, Inc.	09/19/2024	445.00
3009611	BankofAm	Bank Of America	09/19/2024	52.05
3009612	MGS	M.G.S.	09/19/2024	1,326.48
3009613	Montg	Montgomery Plumbing	09/19/2024	560.00
3009614	StaplesA	Staples Business Credit	09/19/2024	128.68
3009615	SouthCou	South County Pest Control, Inc.	09/19/2024	362.00
3009616	SCE4	Southern California Edison	09/19/2024	81.76
3009617	WMWD	Western Municipal Water District	09/19/2024	888.36
3009618	HOMEDE	Home Depot Credit Services	09/19/2024	446.92
3009619	WASTEM	WM Corporate Services, Inc.	09/19/2024	818.85
3009620	WMWD	Western Municipal Water District	09/24/2024	78,621.84

Report Total (22 checks): 170,355.06

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Action: **AUTHORIZE STAFF TO FILE A NOTICE OF COMPLETION FOR THE LLMD #1-23-01 TREE TRIMMING AND REPLACEMENT PROJECT**

Motion: Move to authorize staff to file a Notice of Completion for the LLMD #1-23-01 Tree Trimming and Replacement Project.

Background:

On December 13th, 2023, the March Joint Powers Commission approved this project with a budget of Three Hundred Thousand Dollars (\$300,000). At their April 24, 2024 meeting the Commission approved a contract with Mariposa Tree Management Company to execute the LLMD #1-23-01 Tree Trimming and Replacement Project for Two Hundred and Sixty Four Thousand Dollars and Five Hundred and Fifty Dollars (\$264,550). Including two (2) approved change orders, the final contract price was Two Hundred Eighty-Nine Thousand and Six Hundred and Sixty-Five Dollars (\$289,665). The scope of work and all punch list items have been completed.

Staff recommends the Commission accept the LLMD #1-23-01 Tree Trimming and Replacement Project as complete and direct staff to file a Notice of Completion.

Attachment(s): Notice of Completion (NOC)

WHEN RECORDED MAIL TO:

March Joint Powers Authority
Agency Clerk's Office
14205 Meridian Parkway, Suite 100
Riverside, CA 92518

FREE RECORDING

This instrument is for the benefit of
the March Joint Powers Authority and
is entitled to be recorded without fee.
(Gov. Code 6103)

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. A capital improvement project, described as follows, was deemed completed and final acceptance was granted on: November 06, 2024.

The project primarily consists of trimming trees and replacing missing trees in the LLMD landscape verge behind the sidewalks on Meridian Parkway, Opportunity Way, Innovation Drive, and Bundy Avenue, and the LLMD parkways and landscape verge on Krameria Avenue.

2. The public agency that owns the property where said improvements were completed is the March Joint Powers Authority, a joint powers authority, located at 14205 Meridian Parkway, Suite 100, Riverside, CA 92518. The nature of the Interest is accepting the improvements for ongoing maintenance.
3. The location of the project is in the LLMD landscape verge behind the sidewalks on Meridian Parkway, Opportunity Way, Innovation Drive, and Bundy Avenue, and the LLMD parkways and landscape verge on Krameria Avenue.
4. The name of the prime contractor for said work is Mariposa Tree Management Company.
5. The surety required for the project is: Hartford Fire Insurance Company
One Pointe Drive, 6th Floor
Brea, CA 92821

Michael Slack, 714-674-4599

Jonathan C. Jones
MJPA Project Manager

See Attached Jurat

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

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 2024, by _____

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature _____

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Action: **AWARD A FINAL CONTRACT TO MARIPOSA LANDSCAPES, INC. AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACT**

Proposed Motion: Move to award a final contract to Mariposa Landscapes, Inc., and authorize the Chief Executive Officer to execute the Contract.

Background:

On June 12, 2024, the March Joint Powers Commission authorized staff to advertise a Request for Proposals for March JPA Weed Abatement Services (MJPA #24-001). The project will deliver weed abatement services throughout the MJPA Planning area. The contract will be for three (3) weed abatement events between January and September of 2025. MJPA staff received three (3) bids in response to the RFP. Of the three (3) bids received, Mariposa Landscapes, Inc. was deemed to be the lowest, most responsive and responsible bidder. The bids received are as follows:

Contractor	Bid Amount	Notes
Mariposa Landscapes, Inc.	\$99,239.99	Lowest Responsive Bid
Integrity Arborist & Ecoscape	\$153,360.00	
DeGuire Weed Abatement	\$208,992.48	

Mariposa Landscapes, Inc. submitted complete and correct bid documents and is recommended to receive the contract. Staff recommends approval of the award to Mariposa Landscapes, Inc. for the amount of Ninety-Nine Thousand and Two Hundred and Thirty-Nine Dollars and Ninety-Nine Cents (\$99,239.99), and authorize the Chief Executive Officer to execute the contract.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MISSION PROPERTY ADVISORS, INC. FOR APPRAISAL SERVICES OF THE MARCH JPA AREA AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Proposed Motion: Move to approve a Professional Services Agreement with Mission Property Advisors, Inc. for appraisal services of the March JPA Area and authorize the Chief Executive Officer to execute the Agreement.

Background:

On October 2nd, 2024, the March Joint Powers Commission received and filed the 2023 Financial Audit reports for the March Joint Powers Authority and related entities. An independent auditor's report was released as a result of the audit with findings and recommendations on several matters to include the recorded balance of Land owned by the March JPA and its related entities.

During the audit, it was noted there was not sufficient detail to support the recorded balance of Land in the accounting records. This detail is necessary to verify the accuracy and completeness of the reported amounts. This resulted in the modification of the auditor's opinions with the following recommendation.

It is recommended that management perform a comprehensive review of land. This review should result in a comprehensive listing of land parcels and associated historical costs. When historical costs are not available, management should obtain information necessary to determine the best estimate of historical costs (Independent Auditor's Report 2024, p.2).

Management concurred with the auditor's recommendation and the Commission agreed that a comprehensive listing, and assessment, of current land parcels must be conducted by an independent consultant to determine the best estimate of historical costs associated with lands currently under Authority control. In response to the audit recommendation, and the Commission's direction, staff recommends approval of a Professional Services Agreement with Mission Property Advisors, Inc. and authorization of the Chief Executive Officer to sign the agreement.

Attachment: Mission Property Advisors, Inc. Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH
MISSION PROPERTY ADVISORS, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of November, 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 Mission Property Advisors, Inc., a State of California Corporation, with its principal place of business at 231 East Alessandro Boulevard, Riverside, California 92508 ("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 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 Authority Sunset Planning Phase II 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 exhibit 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 November 6th, 2024 to March 6th, 2025, 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 A 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: Steven R. Fontes, MAI, CCIM.

3.2.5 Authority's Representative. The Authority hereby designates Chief Executive Officer, Dr. Grace Martin, 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 Consultant, Steven R. Fontes, MAI, CCIM, or his 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 Exhibit A attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering

"Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the

insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(C) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to

the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Forty Two Thousand Five Hundred dollars and no cents (\$342,500) 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. Prior to the commencement of the Services, Authority agrees to pay Consultant 50% retainer fee (\$171,250) based on the estimated cost of Services. 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. Any such charges shall be first credited against the retainer fee until the retainer fee is exhausted. After the exhaustion of the retainer fee, 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 A 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.

3.4 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: Mission Property Advisors, Inc.
231 East. Alessandro Boulevard, Suite 616
Riverside, CA 92508
ATTN: Mr. Steven R. Fontes, MAI, CCIM, Consultant
(951) 656-1100

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
ATTN: Dr. Grace Martin, Chief Executive Officer
(951) 656-7000

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 MISSION PROPERTY ADVISORS, INC.**

MARCH JOINT POWERS AUTHORITY

MISSION PROPERTY ADVISORS, INC.

By: _____
Grace I. Martin, DPPA
Chief Executive Officer

By: _____
Steven R. Fontes, MAI, CCIM
Consultant

Attest:

Authority Clerk

Approved as to Form:

Thomas A. Rice
Best Best & Krieger LLP
General Counsel

JPC: 11.06.24-8.7

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

SERVICE TYPE Appraisal Assignment
DATE OF AGREEMENT October 26, 2024

PARTIES TO AGREEMENT

Client Contact Dr. Grace Martin, DPPD & Chief Executive Officer
Client Company March Joint Powers Authority
Address 14205 Meridian Parkway, Suite 140
City, State, Zip Riverside, CA 92518
Office (951) 656-7000
Email martin@marchjpa.com

Appraiser Steven R. Fontes, MAI, CCIM
Appraiser Company Mission Property Advisors, Inc.
Address 231 E. Alessandro Boulevard #616
City, State, Zip Riverside, CA 92508
Phone (951) 656-1100 x. 1
Mobile (951) 640-5616
E-mail Steven@MissionPropertyAdvisors.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

SUBJECT PROPERTY IDENTIFICATION

Please refer to the spreadsheet attached to this contract, together with 35 additional pages containing aerial photos of each Property Cluster. 35 separate appraisal will be produced based on these Property Clusters.

PROPERTY TYPE

The subject property in total comprises approximately 1,359.83 acres of land. The parcels to be appraised are identified as 102 individual Assessor Parcel Numbers, separated into 35 property clusters, numbered 1 – 35 (see spreadsheet). Of the 102 total parcels, 19 had building improvements in place on the date of conveyance to the March Joint Powers Authority (MJPA). The property types include 1) vacant industrial land 2) vacant parks & recreation land 3) vacant business park/office land 4) aviation support land 5) open space land 6) residential land 7) open space land 8) airfield/military land 9) the Historic District known as Green Acres 10) mixed use land 11) business park land 12) office land 13) land within the Clear Zone 14) medical/business park/mixed use land within the March Life Care Campus and 15) industrial land. These were the planned uses of each Property Cluster per the March Air Force Final Reuse Plan.

Building improvements that were in place on the date of conveyance to the MJPA include 1) the March Field Air Museum 2) the Fuel Farm 3) 111 historic homes within the Historic Green Acres District 4) dining hall 5) Smith Hall dorm 6) base theater 7) Crossword Church building 8) NOSC building 9) Building 2996 & 2998 10) Hospital building 11) NCO building 12) OPS building 2605 13) Powerplant building 2606 14) Family Support building 2604 and the 15) Armory building.

INTEREST TO BE VALUED

Fee Simple or Leased Fee if leased on the conveyance date

INTENDED USERS¹

Client

INTENDED USE

The appraisal has been ordered to assist with the 2024-2025 MJPA Audit.

TYPE OF VALUE

Fair Value²

Fair Value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair Value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available; for others, it might not be available. However, the objective of a fair value measurement in both cases is the same – that is, to determine the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current³ market conditions. Fair value is an exit price at the measurement date from the perspective of a market participant that controls the asset or is obligated for the liability.

RETROSPECTIVE DATES OF OPINION

These vary per 35 individual Property Clusters but will be consistent with the date of conveyance of each Property Cluster to the MJPA. In general, the retrospective date of value range from between 2001 and 2022. The selection of the retrospective dates for valuation is consistent with guidance from Statement No. 34 of the Governmental Accounting Standards Board published June 1999.

¹ No other users are intended by the Appraiser. The Appraiser will consider the intended users when determining the level of detail to be provided in the Appraisal Report.

² The reporting of Fair Value is required by GASB 34, Section 18, page 11. Statement No. 72 of the GASB defines Fair Value as cited above.

³ For purposes of the analyses, “current” is considered to mean the date of conveyance of each asset being value (i.e. the date the MJPA was deeded the property). This assumption is made to be consistent with GASB 34.

The term **Hypothetical Condition**⁴ is defined as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None contemplated, but appraiser reserves the right to add Hypothetical Conditions as needed.

The term **Extraordinary Assumption**⁵ is defined as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

All Property Clusters will be appraised assuming they are not impacted by hazardous materials or conditions, unless the client otherwise informs and also provided a cost to cure.

As of this writing, there were 5 Property Cluster has yet to be determined dates of conveyance. Additional research is ongoing to determine these dates, which will also serves as retrospective dated of value for each Property Cluster. In the event that they are simply not determined, the MJPA will need to estimate a date for the appraiser, which will then be used in the analyses.

The appraiser reserves the right to make certain necessary Extraordinary Assumptions as needed.

APPLICABLE REQUIREMENTS

The Code of Professional Ethics of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP) of © The Appraisal Foundation, GASB 34 and GASB 72.

ANTICIPATED SCOPE OF WORK

Site Visit

The appraiser will visit each of the individual Subject Property Clusters.

⁴ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

⁵ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

Valuation Approaches

Appraiser will use all applicable approaches necessary to develop 35 individual opinions of value for each separate Property Cluster. GASB 34 requires the reporting of Fair Value. Fair Value is defined in GASB 72, as previously noted. GASB also *references* “valuation techniques that are appropriate...A government should use valuation techniques consistent with one or more of three approaches to measuring fair value: the **market approach, cost approach, and income approach.**”⁶ The 35 Appraisal Reports developed to conform to these standards will be followed.

APPRAISAL REPORT

Report Option & Format

35 separate Appraisal Reports will be provided, each in a narrative format. Retrospective Fair Value estimates for each Property Cluster will be provided.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

March JPA to provide maintenance staff to accompany the appraiser on all property tours where building improvements are present. March JPA staff may also be needed to assist for access for certain vacant land clusters, and if necessary, the appraiser will advise the MJPA.

DELIVERY DATES

This assignment entails the production of 35 separate narrative Appraisal Reports, each with varying retrospective dates of value (i.e. the date of conveyance to the MJPA). Because of the large-scale nature of the assignment, the reports will be completed over the 3 to 4 month period following written approval and execution of this contract.

APPRAISAL REPORT PDF

Appraiser will provide MJPA with a PDF version of each individual Appraisal Report. **No hard copies will be provided unless later request and an additional fee is paid.**

HARD COPIES OF APPRAISAL REPORTS

Requested copies of the appraisal reports will be available at a cost of \$250 per hard copy. This is an additional fee over any above the cost to prepare a PDF version of each Appraisal Report. Client shall make any request for hard copies in writing (email is acceptable).

PAYMENT TO APPRAISER

\$342,500 to complete 35 separate Appraisal Reports. **A 50% retainer is required to begin work. Make checks payable to Mission Property Advisors, Inc. or wire funds via ACH as in past.** Please refer to the attached spreadsheet for a breakdown of the 35 individual report fees.

⁶ See GASB 72, Valuation Techniques, page 5.

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered (for each of the 35 separate Appraisal Reports, as they are completed) pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Client shall be assessed a late charge of 10% of the unpaid balance per month until paid in full. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Client. Client shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal.

OWNERSHIP OF WORK PRODUCT

The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified in this Agreement who shall be advised in writing of Appraiser's rights under this Agreement prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by Appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the Appraisal Report prepared pursuant to this Agreement shall be vested in Appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of Appraiser's rights under this Agreement prior to receipt of such Appraisal Report.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance, or common law.

DOCUMENTATION REQUESTED BY APPRAISER, as applicable and/or available

Certain items of documentation will need to be provided to the appraiser before the appraiser can complete the Appraisal Reports. These are detailed per Property Cluster at the end of this contract.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended user(s), or intended use; the date(s) of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing. At the point of cancellation, Appraiser will estimate the percentage complete and bill Client accordingly (**which will not be less than the retainer amount**). Payment must be made to Appraiser within 30 calendar days of Client's receipt of the invoice (either by email or US mail, whichever is earlier). **The retainer becomes non-refundable once received.**

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Appraiser's assignment pursuant to this Agreement shall include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, attendance at an MJPA meeting, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

In the event that Appraiser is subpoenaed to testify as either a percipient witness or an expert witness, or appear at arbitration or administrative proceeding, attendance at an MJPA meeting, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment Client shall be responsible for payment to Appraiser for testimony time, including preparation and travel to and from the place of testimony. Appraiser's hourly rate for these additional services are \$500 per hour, with a four-hour minimum per day.

If Appraiser is deposed by a party adversarial to Client, it is customary for the deposing party to satisfy payment at the time of deposition and in this case Client would not be liable for any payment to Appraiser for deposition testimony.

APPRAISER LIABILITY

Appraiser will provide professional valuation services pursuant to the terms and conditions of this contract for the agreed upon fees as noted. Unless Appraiser is found by a court of law to be 1) professionally negligent or 2) to have committed fraud relating to the services outlined in this contract, Appraiser's liability to Client for any *actual* financial loss or *claim* of financial loss arising from Appraiser performing the duties outlined in this contract shall be limited to the total fee collected by Appraiser from Client.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by Appraiser & Client no later than November 15, 2024.

SERVICES PERFORMED WITHIN PRIOR THREE YEARS

Other than having appraised all or part of Property #'s 13, 15, 19, 28 and 32, I have not performed any services regarding the subject property within the prior three (3) years as an Appraiser or in any other capacity.

GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California in which Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

By Client:



(Signature)

(Signature)

Steven R. Fontes, MAI, CCIM
(Printed name)

(Printed name)

October 26, 2024
(date)

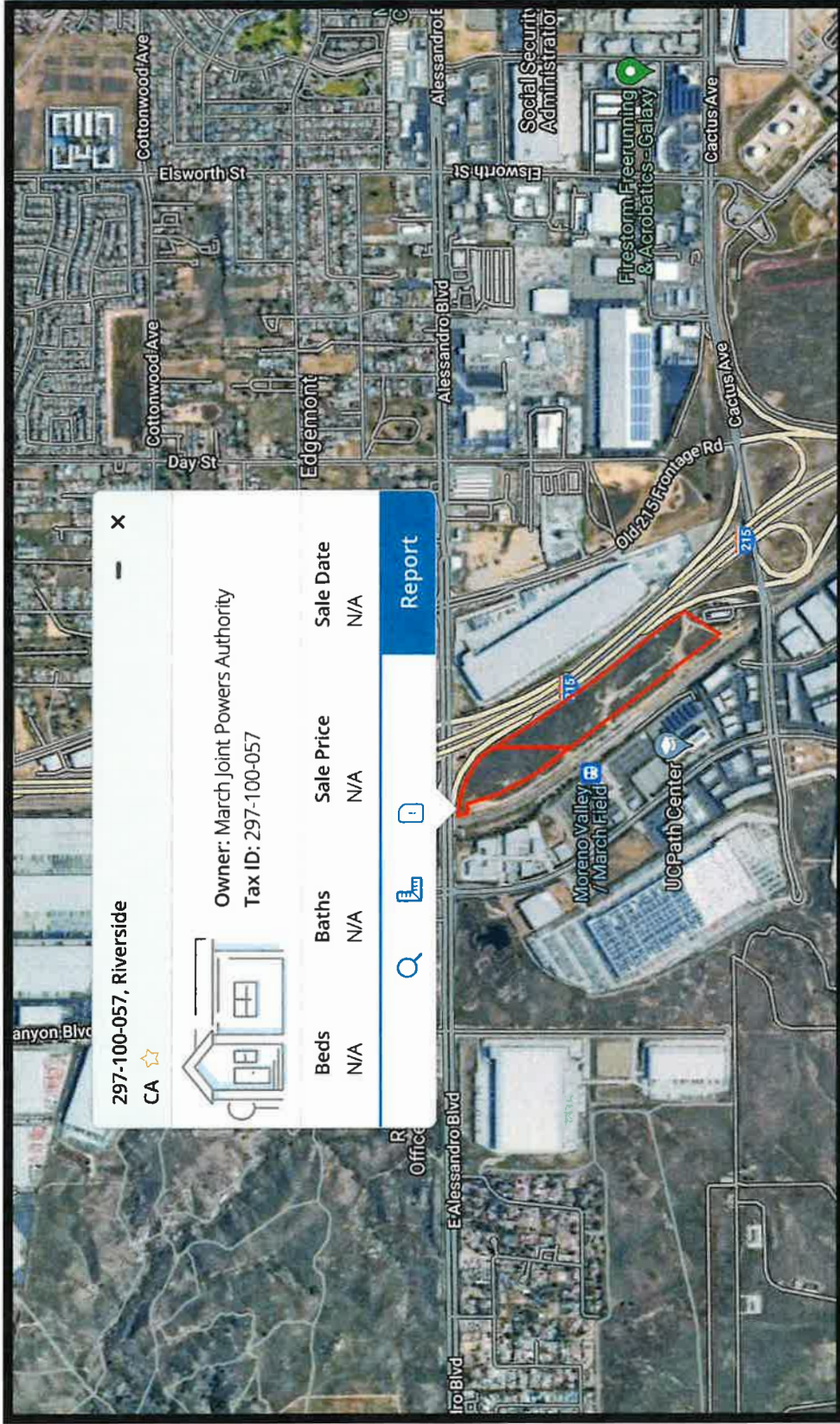
(date)

Documentation Requested by Appraiser, if available and/or applicable

Property Cluster	Documents Requested
1	Geotechnical report, ALTA Survey
2	Geotechnical report, ALTA Survey
3	Geotechnical report, ALTA Survey
4	Geotechnical report, ALTA Survey
5	Geotechnical report, ALTA Survey, Phase I, information on monitoring wells
6	Geotechnical report, ALTA Survey
7	Geotechnical report, ALTA Survey
8	Geotechnical report, ALTA Survey
9	Geotechnical report, ALTA Survey
10	ALTA Survey, floor plans, site plan, ground lease
11	Geotechnical report, ALTA Survey, Phase I, ground lease
12	Geotechnical report, ALTA Survey, Phase I
13	ALTA Survey, floor plans, site plan, lease
14	Geotechnical report, ALTA Survey
15	ALTA Survey, floor plans, site plan, ground lease
16	Geotechnical report, ALTA Survey, site plan for parking lot, ground lease
17	Geotechnical report, ALTA Survey, site plan for fuel farm, ground lease
18	ALTA Survey, floor plans, site plan, ground lease
19	Property manager, rent roll from October 2006, expenses for 2006-2008
20	ALTA Survey, floor plans, site plan, ground lease
21	ALTA Survey, floor plans, site plan
22	Geotechnical report, ALTA Survey
23	ALTA Survey, floor plans, site plan, demo costs for dining hall/dorm/theater
24	Geotechnical report, ALTA Survey
25	Geotechnical report, ALTA Survey
26	ALTA Survey, floor plans, site plan, lease with Crossword Church
27	Geotechnical report, ALTA Survey, deed to water district
28	ALTA Survey, floor plans, site plan
29	None
30	Geotechnical report, ALTA Survey
31	Geotechnical report, ALTA Survey
32	Geotechnical report, ALTA Survey, Phase I, demo costs for Hospital & Bldgs. 2706/2996/2998
33	ALTA Survey, floor plans, site plan
34	ALTA Survey, floor plans, site plan
35	ALTA Survey, floor plans, site plan

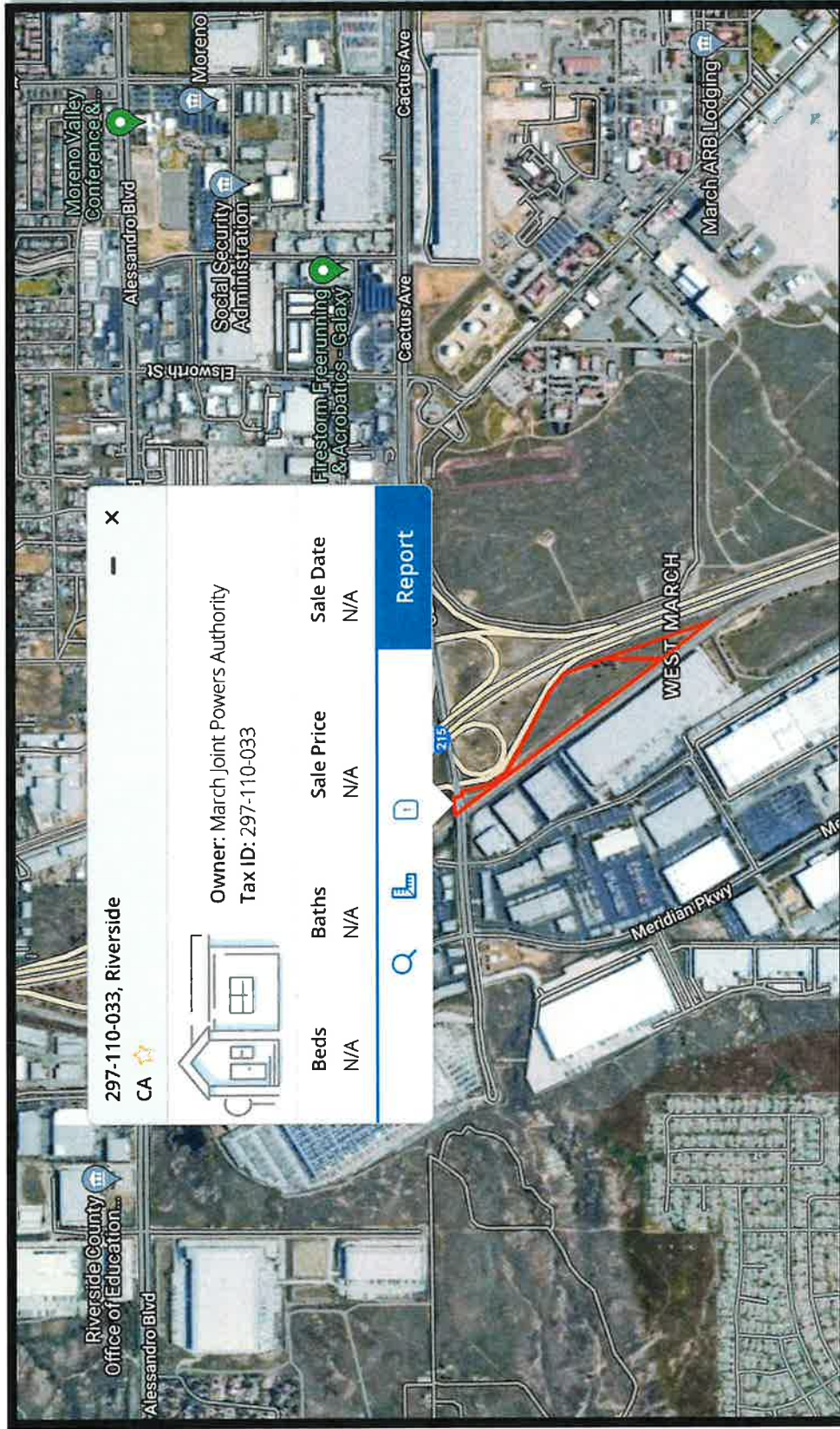
Property Cluster	APN's	Acres	Conveyance Document #	Date of Conveyance	Buildings At Conveyance?	Year Built	Year Demolished	Building Age at Conveyance	Lease Commencement	Land Use Per Final Reuse Plan	Appraisal Fee	Comments
17	294-180-054	9.78	2001-611917	December 10, 2001	No, but fuel farm	N/A	N/A	N/A	November 1, 2010	Aviation Support	\$7,500	Ground leased to Freeman Holdings (Fuel Farm)
18	294-170-003 Alternate 009-615-584	13.96	MJPA to provide	MJPA to provide	TBD	2000	N/A	TBD		Aviation Support	\$10,000	Ground leased to First Industrial
19	294-080-012 (portion)	52.72	2006-0783416	October 25, 2006	Yes, Green Acres	1925-1949	N/A	57 - 81 years	N/A	Historic District	\$40,000	Green Acres Historic Housing Project, 111 units
20	294-080-014	2.22	2007-0674220	November 5, 2007	No	N/A	N/A	N/A		Mixed Use	\$10,000	Ground leased, March Vets Village
20	294-080-016	6.92	2007-0674220	November 5, 2007	Yes	2017 & 2021	N/A	Vacant Land		Mixed Use	\$10,000	Ground leased, March Vets Village
21	294-660-008	4.61	2006-078417	October 25, 2006	Yes	2003	N/A	3 years	N/A	Mixed Use	\$7,500	Former M/JPA Office, 1 trailer left on site
22	294-660-010	8.75	2007-0674220	November 5, 2007	No	N/A	N/A	N/A	N/A	Mixed Use with Cantonment Area	\$5,000	
23	294-660-004	1.98	2007-0674220	November 5, 2007	Yes	1986	May 10, 2011	21 years	N/A	Mixed Use	\$12,500	Dining Hall, Smith Hall Dorm, former Base Theater
23	294-660-012	8.8	2007-0674220	November 5, 2007	Yes	1958 & 1973	N/A	34 - 49 years	N/A	Mixed Use		
24	294-660-003	2.32	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Mixed Use	\$5,000	
24	294-660-009	5.29	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Mixed Use		
25	294-660-006	4.82	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Mixed Use	\$5,000	
25	294-660-007	3.38	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Mixed Use		
26	297-260-003	4.26	2006-0359740	May 17, 2006	Yes	1970	N/A	36 years	January 28, 2000	Mixed Use	\$10,000	Land & Building leased to Crossward Church
27	297-250-010 (portion)	0.92	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Business Park	\$5,000	Acreege is parcel less dedication of 0.32 acres
28	297-250-016	6.56	2021-0364512	June 16, 2021	Yes	Prior to 1975	N/A	At least 46 years	N/A	Office	\$15,000	NOSC Building
29	297-250-012	3.05	2007-0594725	September 21, 2007	No	N/A	N/A	N/A	N/A	Business Park, Office	\$5,000	
30	297-250-002	4.68	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Business Park		
30	297-250-003	4.68	2006-078417	October 25, 2006	No	N/A	N/A	N/A	N/A	Business Park	\$5,000	
31	294-060-018	28.41	MJPA to provide	MJPA to provide	No	N/A	N/A	N/A	N/A	Clear Zone, Aviation Support		Former APN 297-060-018
31	294-070-014	1.41	MJPA to provide	MJPA to provide	No	N/A	N/A	N/A	N/A	Clear Zone, Aviation Support	\$7,500	Former APN 297-070-014
31	294-070-037	7.94	MJPA to provide	MJPA to provide	No	N/A	N/A	N/A	N/A	Clear Zone, Aviation Support		Former APN 297-070-037, Land in Clear Zone
32	297-250-004	3.40	Assumed 2005-0411414	May 24, 2005	Yes, Buildings 2996/98	Early 1990's	December 7, 2010	Approx. 15 years	N/A	Medical, Business Park, Mixed Use		Building 2996 & 2998 in place in 2005
32	297-250-005	5.02	2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-250-006	2.75	2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-250-007	2.39	2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-250-008	5.97	2005-0411414	May 24, 2005	Yes, Hospital Building 2390	1965	March 23, 2011	40 years	N/A	Medical, Business Park, Mixed Use		Hospital Building in place in 2005
32	297-250-009	1.528	2005-0411414	May 24, 2005	Yes, Hospital Building 2990	1965	March 23, 2011	40 years	N/A	Medical, Business Park, Mixed Use		Hospital Building in place in 2005
32	297-260-004	4.15	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-005	9.57	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-006	3.81	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-007	6.29	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-008	3.24	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-009	3.14	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-010	1.68	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-011	1.38	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-012	3.32	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-013	2.41	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-014	1.64	Assumed 2005-0411414	May 24, 2005	Yes, NCO Building 2706	1957	2011	48 years	N/A	Medical, Business Park, Mixed Use		NCO Building 2706 in place in 2005
32	297-260-015	1.78	Assumed 2005-0411414	May 24, 2005	Yes, NCO Building 2706	1957	2011	48 years	N/A	Medical, Business Park, Mixed Use		NCO Building 2706 in place in 2005
32	297-260-020	1.16	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-021	1.73	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-022	2.26	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
32	297-260-023	2.58	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use	\$25,000	March Life Care Campus, north of Meyer Drive
32	297-260-024	1.01	Assumed 2005-0411414	May 24, 2005	No	N/A	N/A	N/A	N/A	Medical, Business Park, Mixed Use		
33	297-260-017	1.87	2008-0449367	August 14, 2008	Yes	1963	N/A	45 years	N/A	Mixed Use		
33	297-260-018	3.08	2008-0449367	August 14, 2008	Yes	1963	N/A	45 years	N/A	Mixed Use		
33	297-260-019	1.31	2008-0449367	August 14, 2008	Yes	1963	N/A	45 years	N/A	Medical, Business Park, Mixed Use	\$10,000	Ops Building 2605 & Powerplant Building 2606
34	297-260-016	2.05	2008-0449367	August 14, 2008	Yes	1953	N/A	55 years	N/A	Mixed Use	\$7,500	Family Support Building 2604, Armory Building
35	297-100-085	0.99	2023-72198	March 13, 2022	No	N/A	N/A	N/A	N/A	Industrial	\$5,000	Former APN 297-411-085
Totals											1,359.83	\$342,500

FY24-25 MJPA Parcels Subject to Audit



Property Description Vacant open-space land
Land Use Industrial with Accident Potential Zone – 1 overlay
Acresage 22.73 acres (per public records)
APN's 297-100-057, 059

FY24-25 MJPA Parcels Subject to Audit



Property Description Vacant open-space land

Land Use Industrial with Accident Potential Zone – 1 overlay

Acreage 13.52 acres (per public records)

APN's 297-110-033
297-160-014

FY24-25 MJPA Parcels Subject to Audit



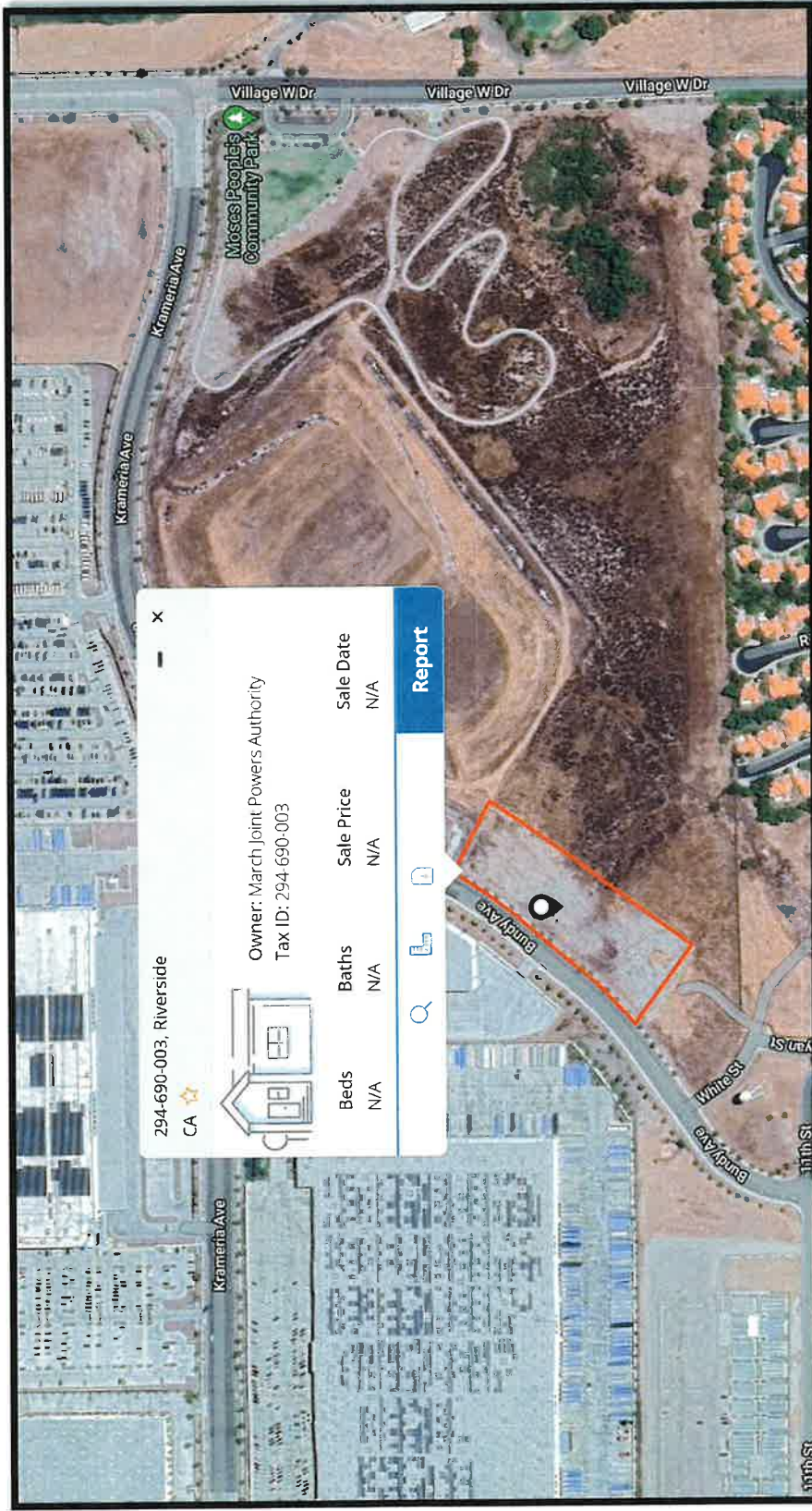
Property Description
Vacant open-space land and park

Land Use
Parks/Recreation

Acres
56.40 acres (per public records)

APN's
294-120-022
294-130-014

FY24-25 MJPA Parcels Subject to Audit



Property Description Vacant open-space land and park
Land Use Parks/Recreation
Acreage 3.07 acres (per public records)
APN's 294-690-003

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant open-space/conservation land
Land Use	Business Park/Office
Acreege	595.25 acres (per public records)
APN's	276-120-008
	276-170-010
	294-020-002, 045, 046
	294-040-021, 031
	294-050-002, 003, 004, 005, 050, 060, 061
	297-080-005, 022
	297-090-005, 006, 011, 012, 014, 016, 018, 020; 294-100-024
	297-110-051
	294-120-036, 038

FY24-25 MJPA Parcels Subject to Audit



Property Description War Dog Memorial Park with Parking lot, lighting, landscape and irrigation.

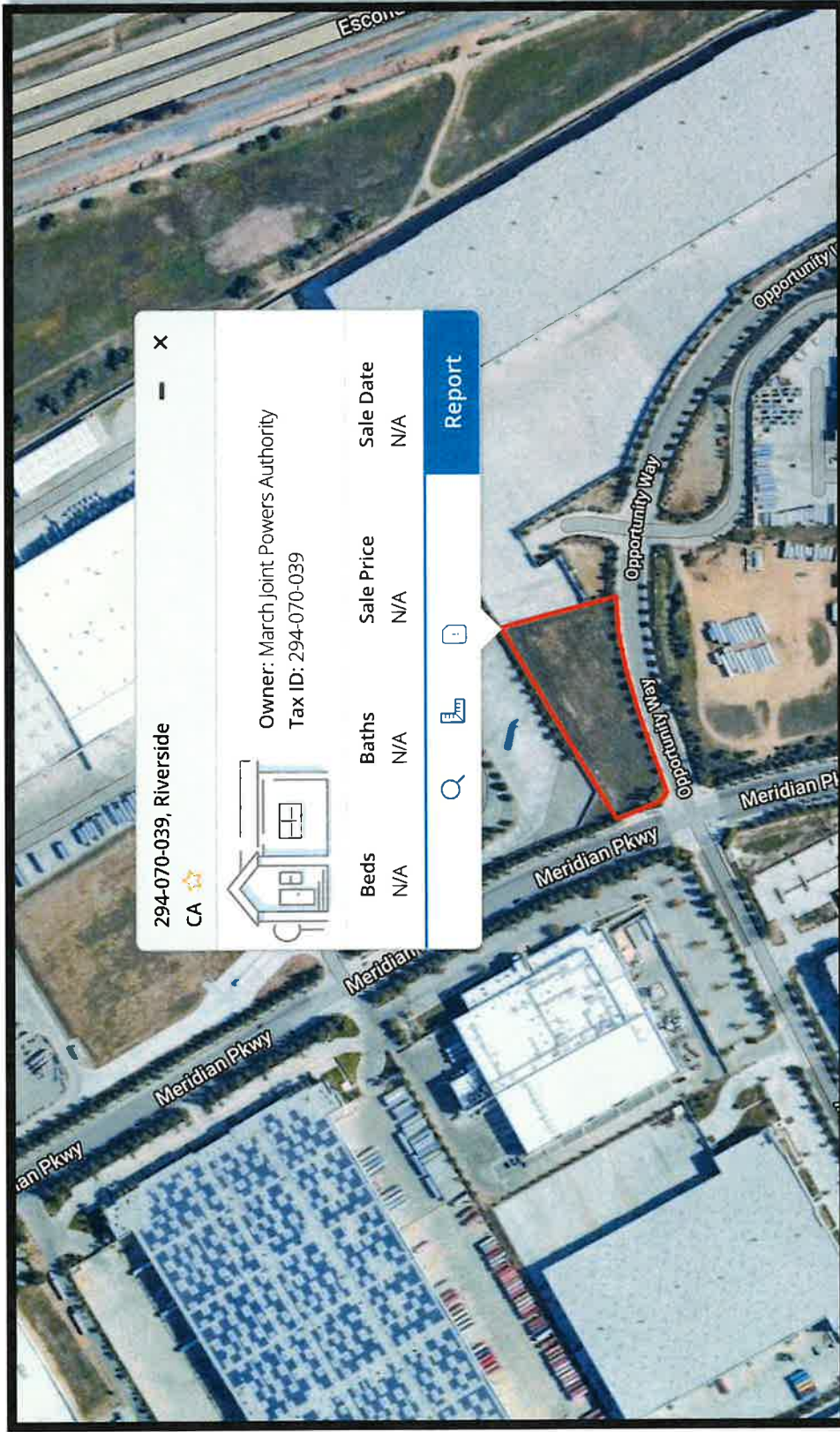
Land Use Business Park

Acres 6.19 acres (per public records)

APN's 294-100-046, 052

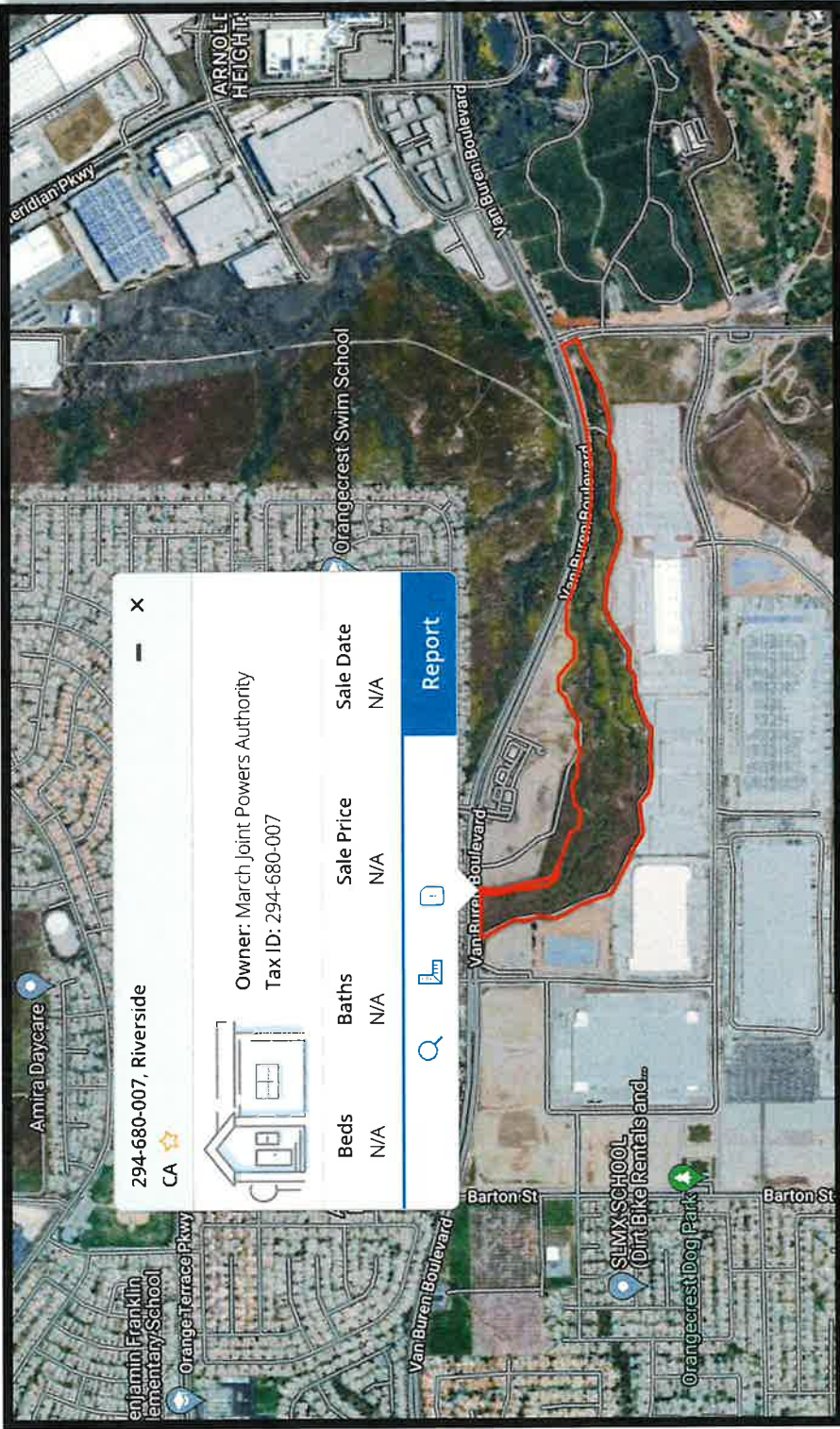
Building Permit/CofO **Permit #:** LP-21-000002
<https://imp.sh/QmSloYTa>

FY24-25 MJPA Parcels Subject to Audit



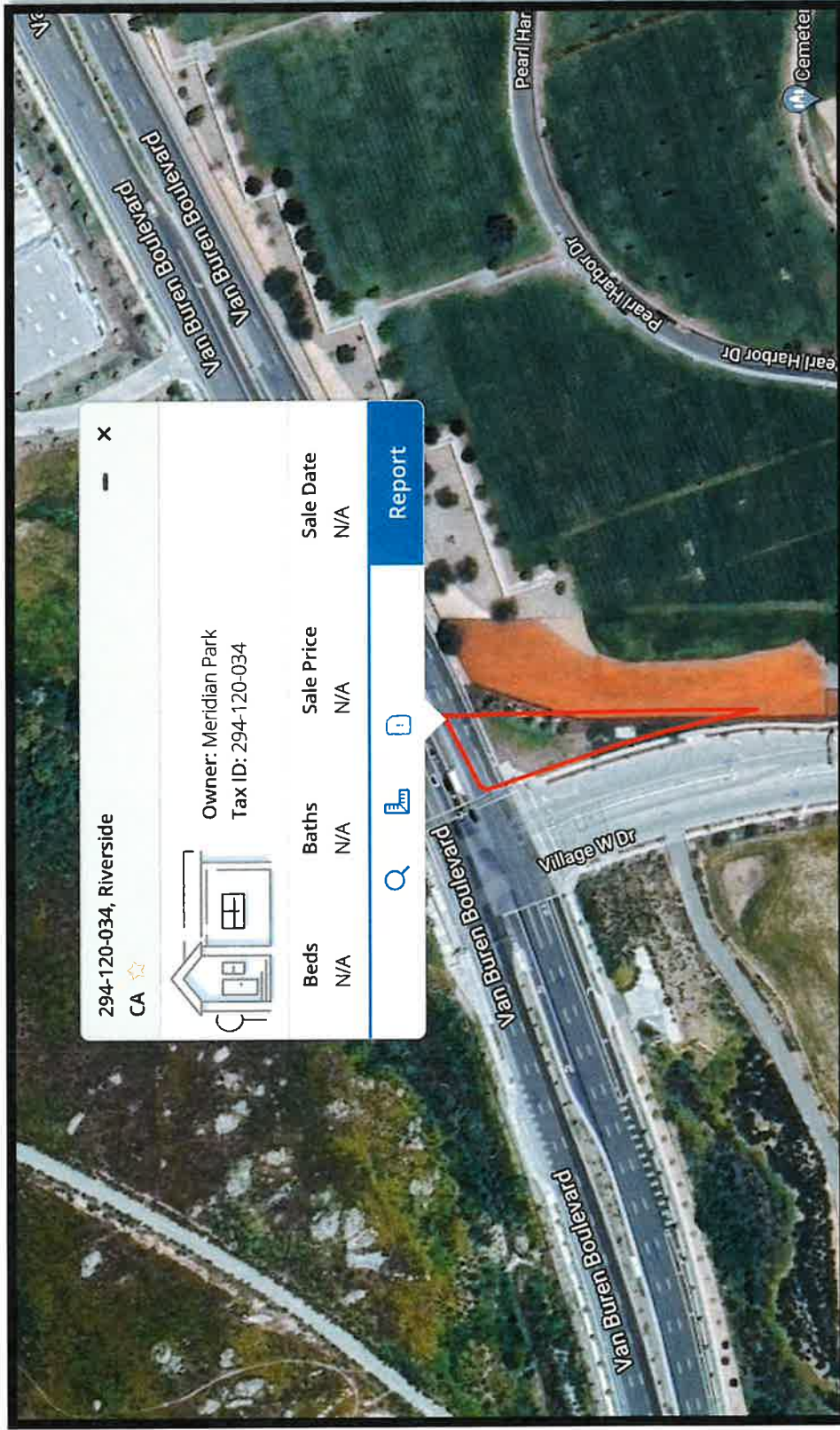
Property Description Vacant public facilities land
Land Use Aviation Support
Acres 2.12 acres (per public records)
APN 294-070-039

FY24-25 MJPA Parcels Subject to Audit



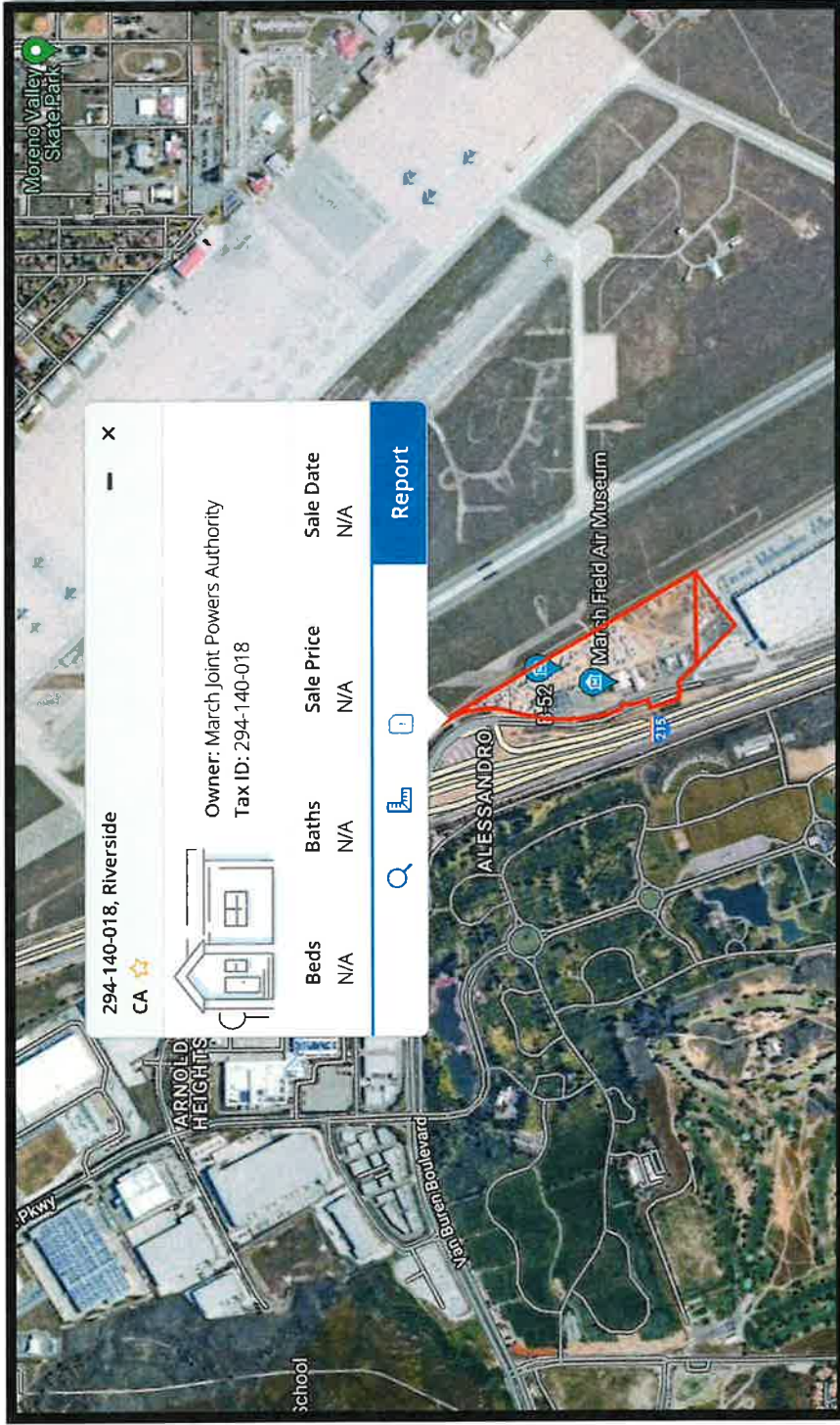
Property Description	Vacant open-space land
Land Use	Open Space/Residential
Acreage	60.61 acres (per public records)
APN's	294-100-047 294-120-050, 060 294-680-007

FY24-25 MJPA Parcels Subject to Audit



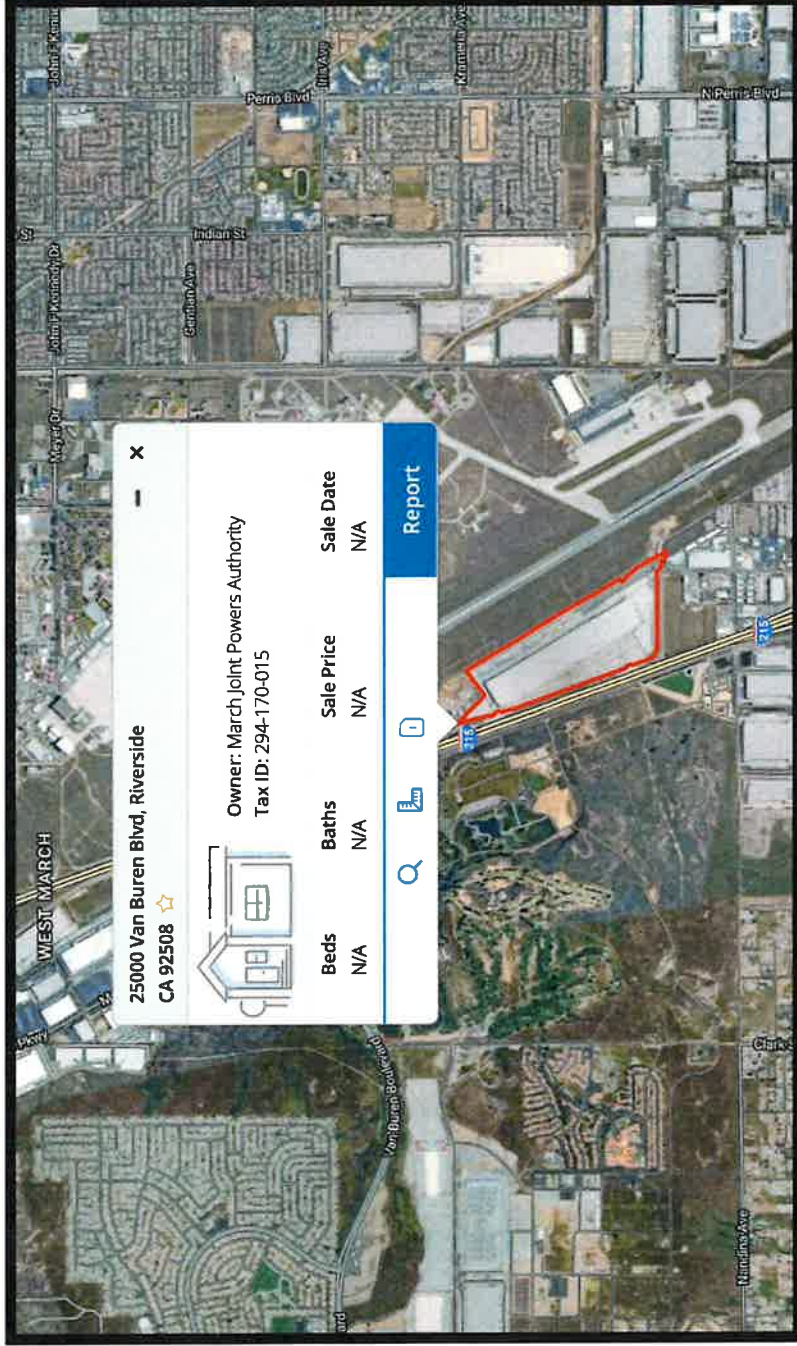
Property Description	Vacant Park/Open-Space land
Land Use	SP-1 March Business Center Amendment 8 = Park/Open Space
Acreage	0.12 acres (per public records)
APN	294-120-034

FY24-25 MJPA Parcels Subject to Audit



Property Description	Ground lease to March Field Air Museum, 22550 Van Buren Boulevard
Land Use	Public/Semi-Public
Building SF	54,000 square feet (approximately)
Acres	40.41 acres (per public records)
APN's	294-140-018 294-170-011

FY24-25 MJPA Parcels Subject to Audit



Property Description Ground lease to Target (industrial warehouse). 23000 Van Buren Boulevard. Built in 2023. Construct new 1,866,948 sq ft. warehouse facility. Building includes a 15,050 sq ft mezzanine deck and 484 sq ft guard shack. Project also includes a pedestrian bridge, fire pump house, screen walls, light standards and various site improvements associated with the building. Improvements to Map # 37220

Land Use Aviation Support

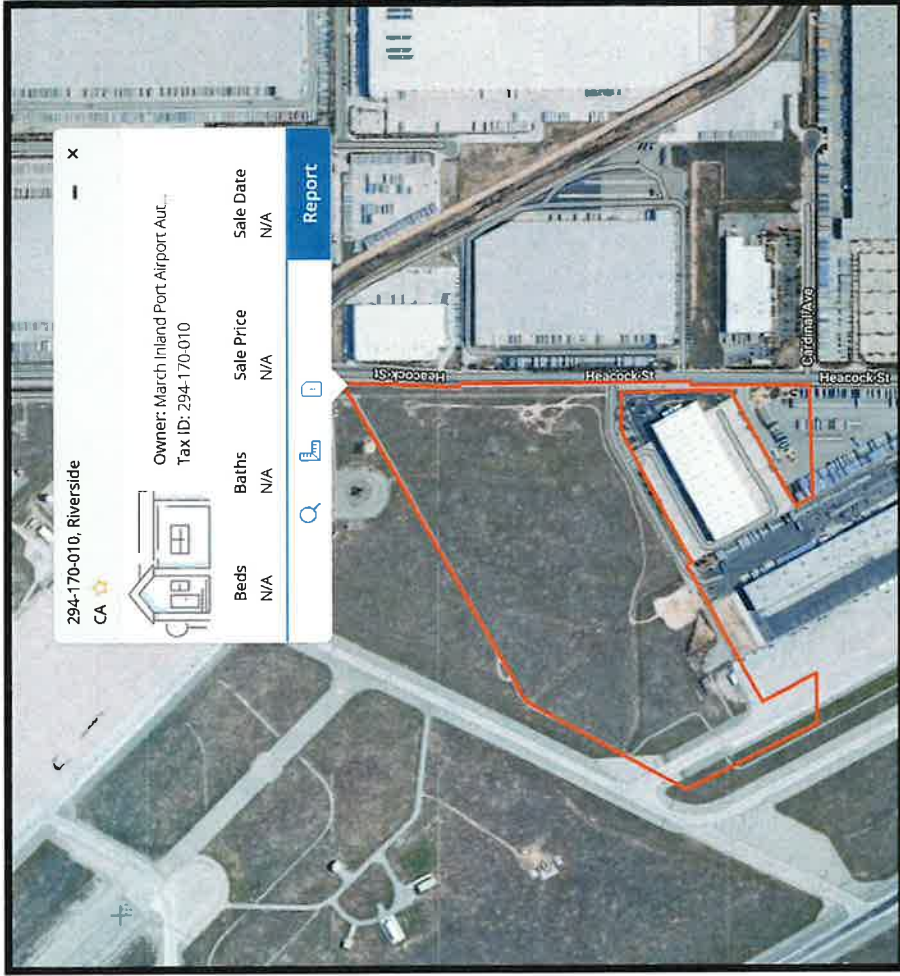
Building SF 1,866,948 square feet

Acres 127.74 acres (per public records)

APN 294-170-015

Permit/CofO Permit #: B21-000-045, <https://imp.sh/m86OakOs>

FY24-25 MJPA Parcels Subject to Audit



Property Description
Vacant land, including a portion of runway apron and a parking lot

Land Use
Aviation Support

Acreage
77.10 acres (per public records)

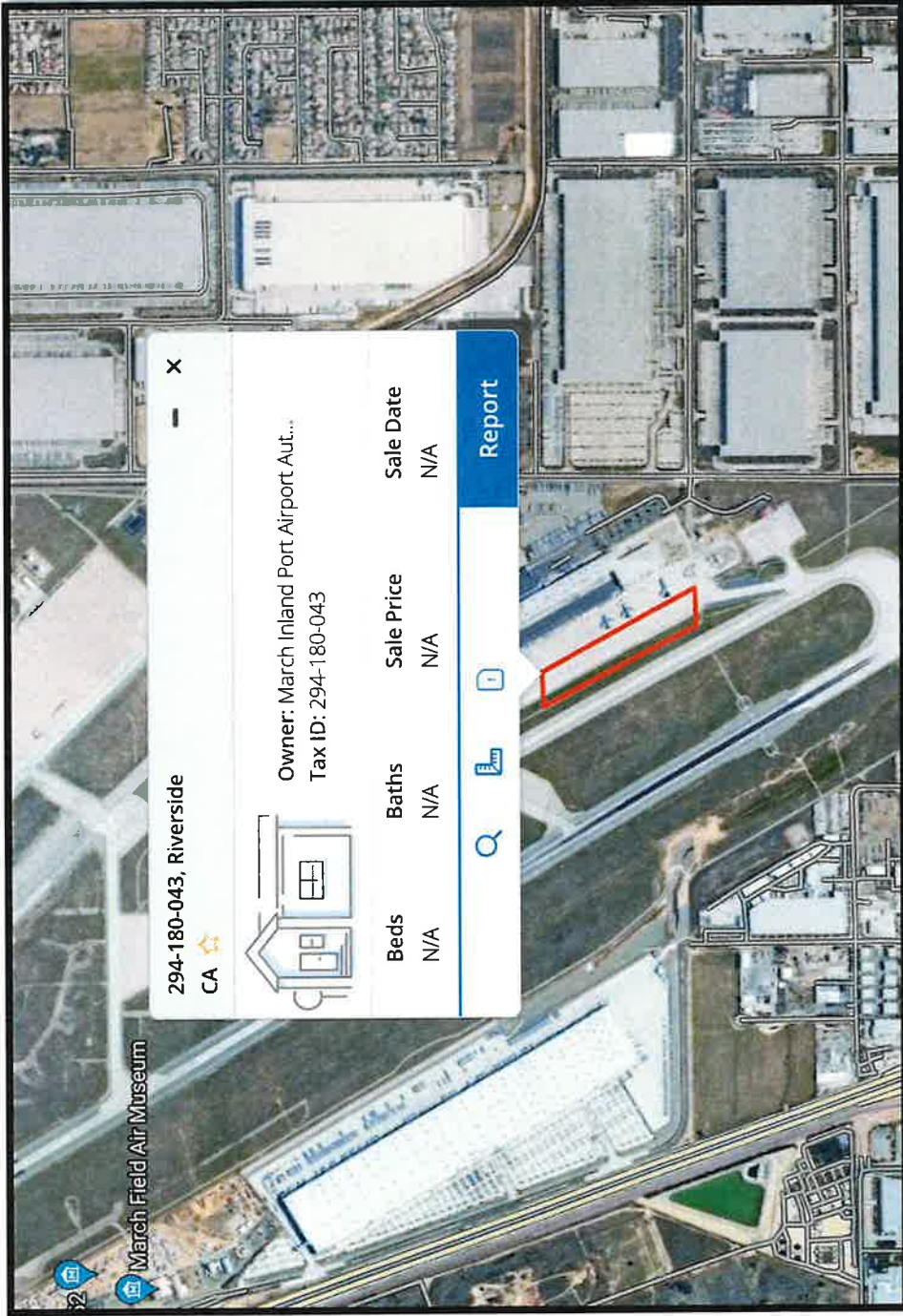
APN
294-170-010 (portion of)

FY24-25 MJPA Parcels Subject to Audit



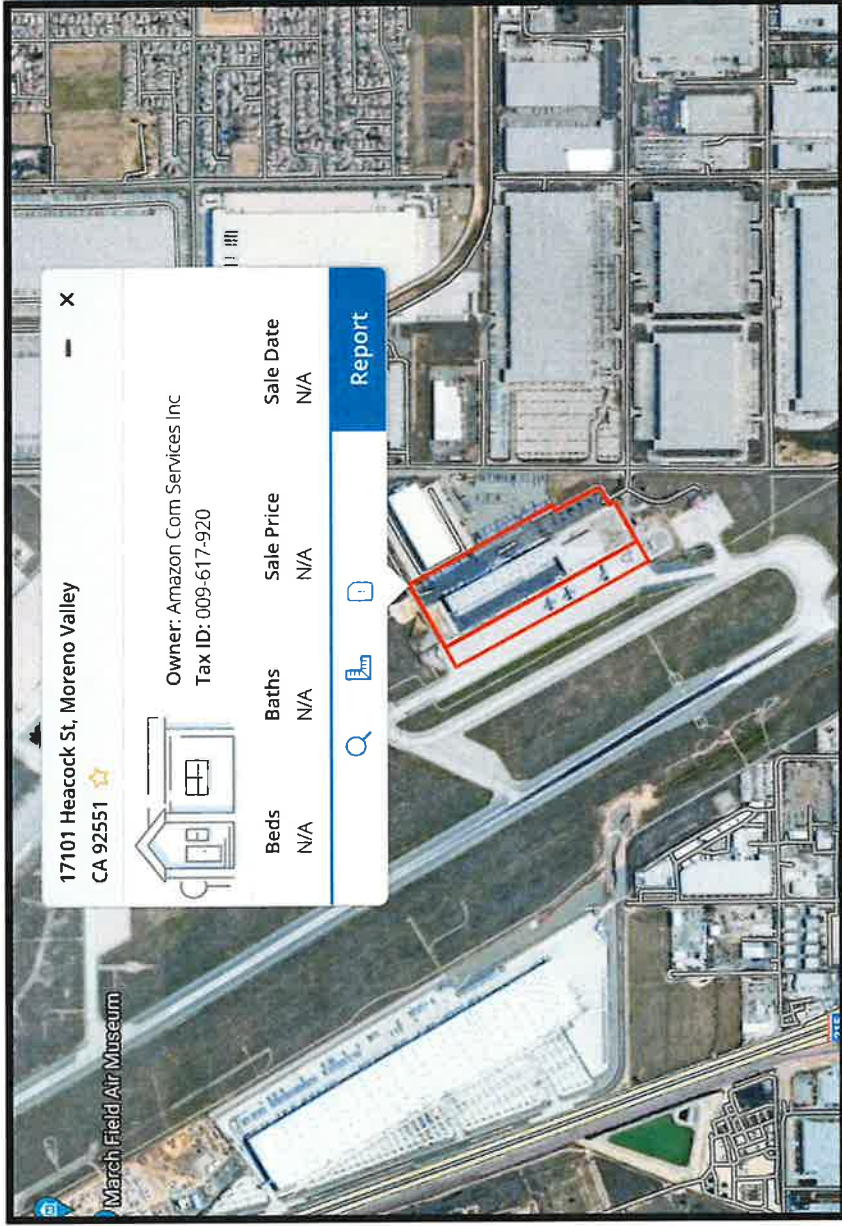
Property Description	17405 Heacock Street. GA Terminal Building FBO (Million Air) is tenant who leases entire facility (building & land)
Land Use	Aviation Support
Building SF	5,000 square feet
Acres	11.28 acres (per public records)
APN	294-180-041

FY24-25 MJPA Parcels Subject to Audit



Property Description Runway apron
Land Use Airfield/Military
Acreage 8.04 acres (per public records)
APN 294-180-043

FY24-25 MJPA Parcels Subject to Audit



Property Description Former DHL Facility, ground leased to Alameda/Crow Holdings (current sub-tenant is Amazon in 187,000sf of building, balance is vacant), warehouse/cargo facility

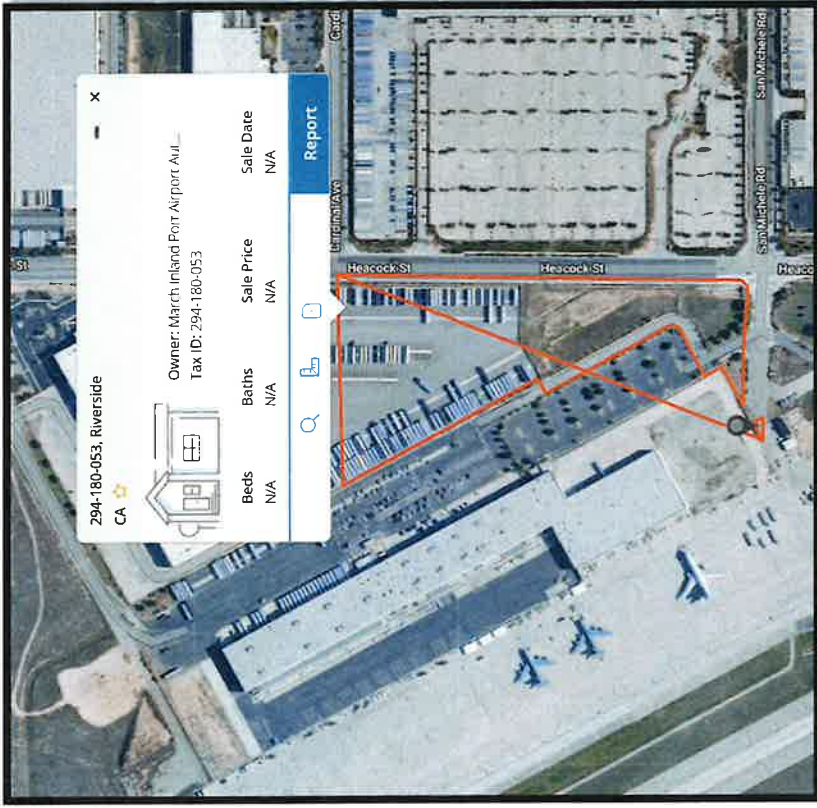
Land Use Aviation Support

Building SF 262,070 square feet (per CoStar), 305,293sf per March JPA

Acreege 40.66 acres (per public records)

APN's 294-180-052 (alternate APN 009-617-920), 294-180-051

FY24-25 MJPA Parcels Subject to Audit



Property Description Truck/Trailer parking lot for 260 trailers, ground leased to Truck Terminal Partners

Land Use Aviation Support

Buildings 17205 Heacock Street, Guard shack 405sf, Parking Area 406,676sf

Acresage 11.87 acres (per public records)

APN's 294-180-053

Permit/CofO Permit #: B20-000-028, <https://imp.sh/9BE6Q31M>

FY24-25 MJPA Parcels Subject to Audit



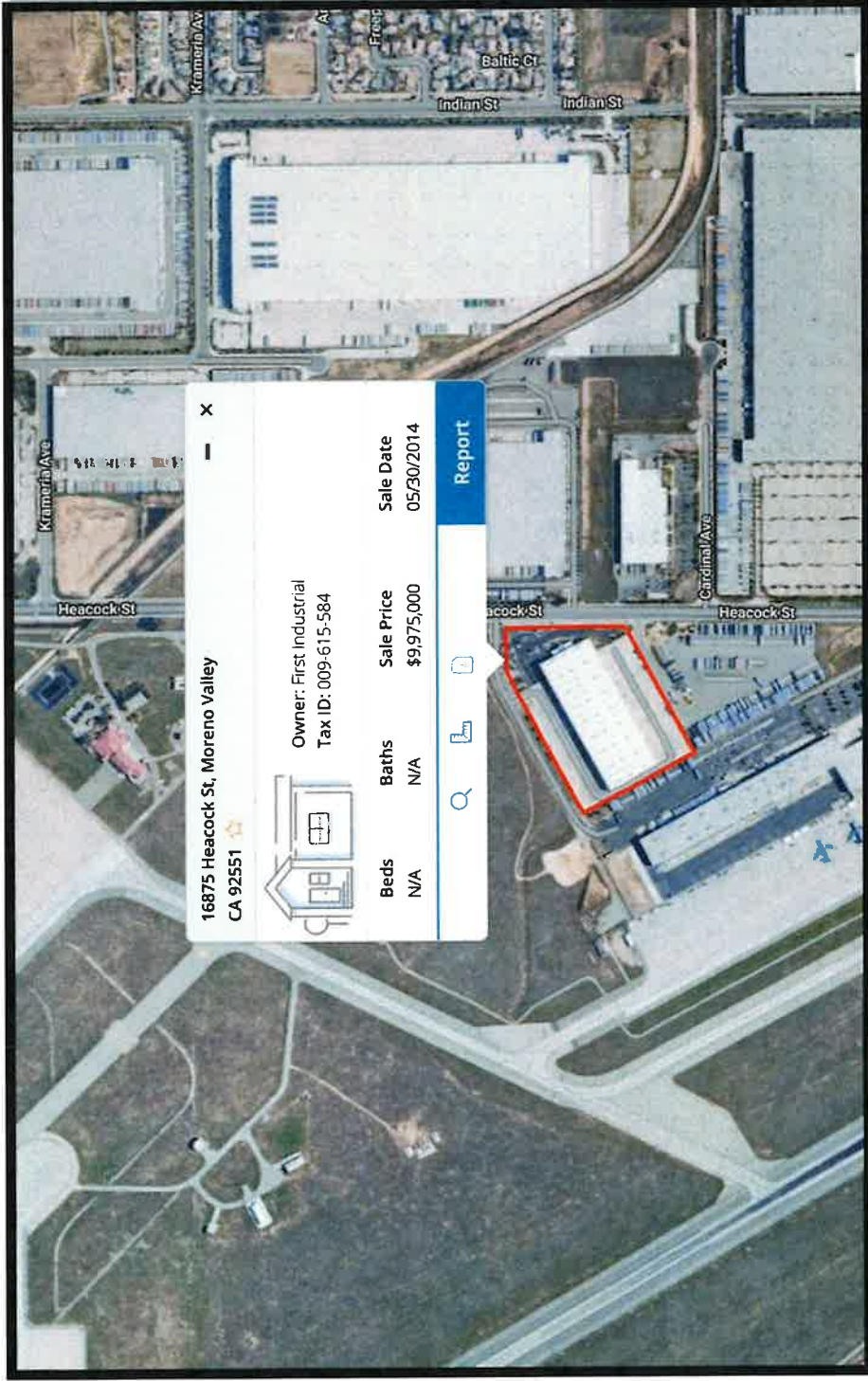
Property Description Fuel Farm, built in 2008 and contains 7 tanks totaling 270,490 gallons of a variety of fuels, a taxiway and excess land. Ground leased to Freeman Holdings

Land Use Aviation Support

Acres 9.78 acres (per public records)

APN's 294-180-054

FY24-25 MJPA Parcels Subject to Audit



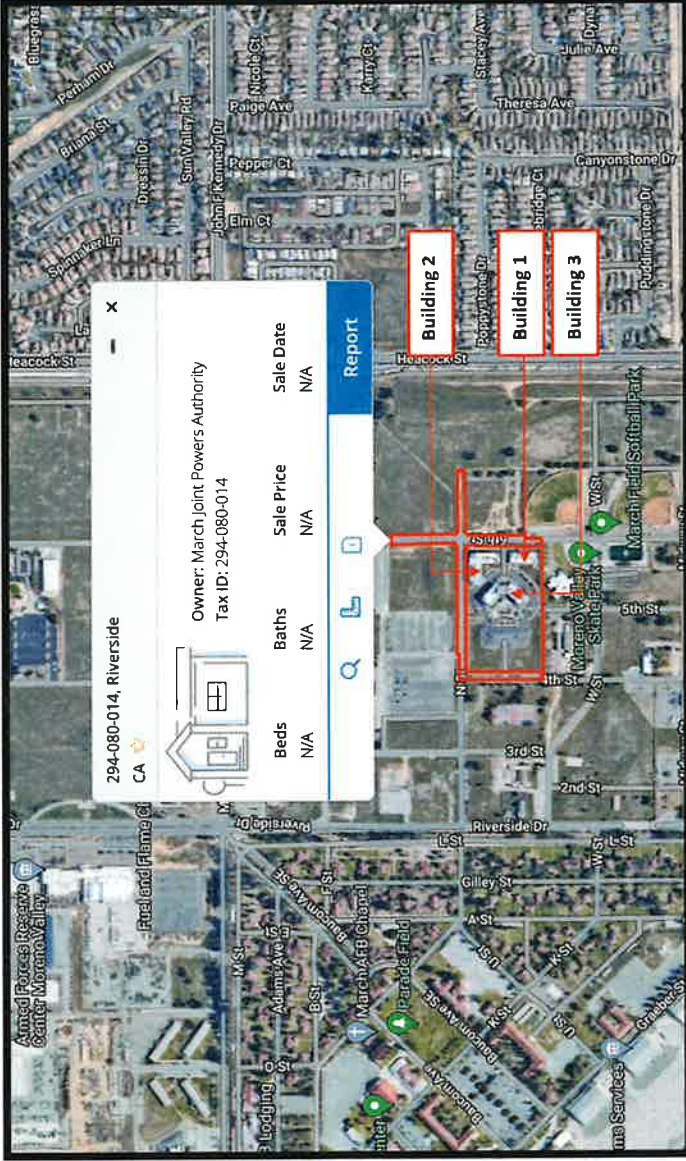
Property Description	Ground leased to First Industrial (current sub-tenants are DDI & Fellowship), 16875 Heacock Street
Land Use	Aviation Support
Building SF	225,450 square feet (per CoStar)
Acres	13.96 acres (per public records)
APN's	294-170-003 (alternate APN 009-615-584)

FY24-25 MJPA Parcels Subject to Audit



Property Description	Green Acres Housing development
Land Use	Historic District
Building SF	GBA 223,470sf, NRA 197,241sf; 62 2-bedrooms, 26 3-bedrooms, 16 4-bedrooms, 7 5-bedrooms
Acres	52.72 acres (per public records)
APN	294-080-012 (a portion of)

FY24-25 MJPA Parcels Subject to Audit



UVETS March Vets Village	Building 1	Building 2	Building 3
Property Description	Transitional Housing Built in 2021	Permanent Supportive Housing Built in 2017	Permanent Supportive Housing Built in 2017
Building S.F.	16 Units & Offices 23,349 sf	116 Units 60,696 sf	22 Units & Offices 41,710 sf
APN Acreage	294-080-016 7.753 acres	294-080-016	294-080-016

Property Description UVETS, March Vets Village, Ground lease to housing development

Land Use Mixed Use

Building SF 125,755 square feet; Bldg. 1 = 3 story; Bldg. 2 = 3 story; Bldg. 3 = 3 story

Acresage 9.14 acres (per public records)

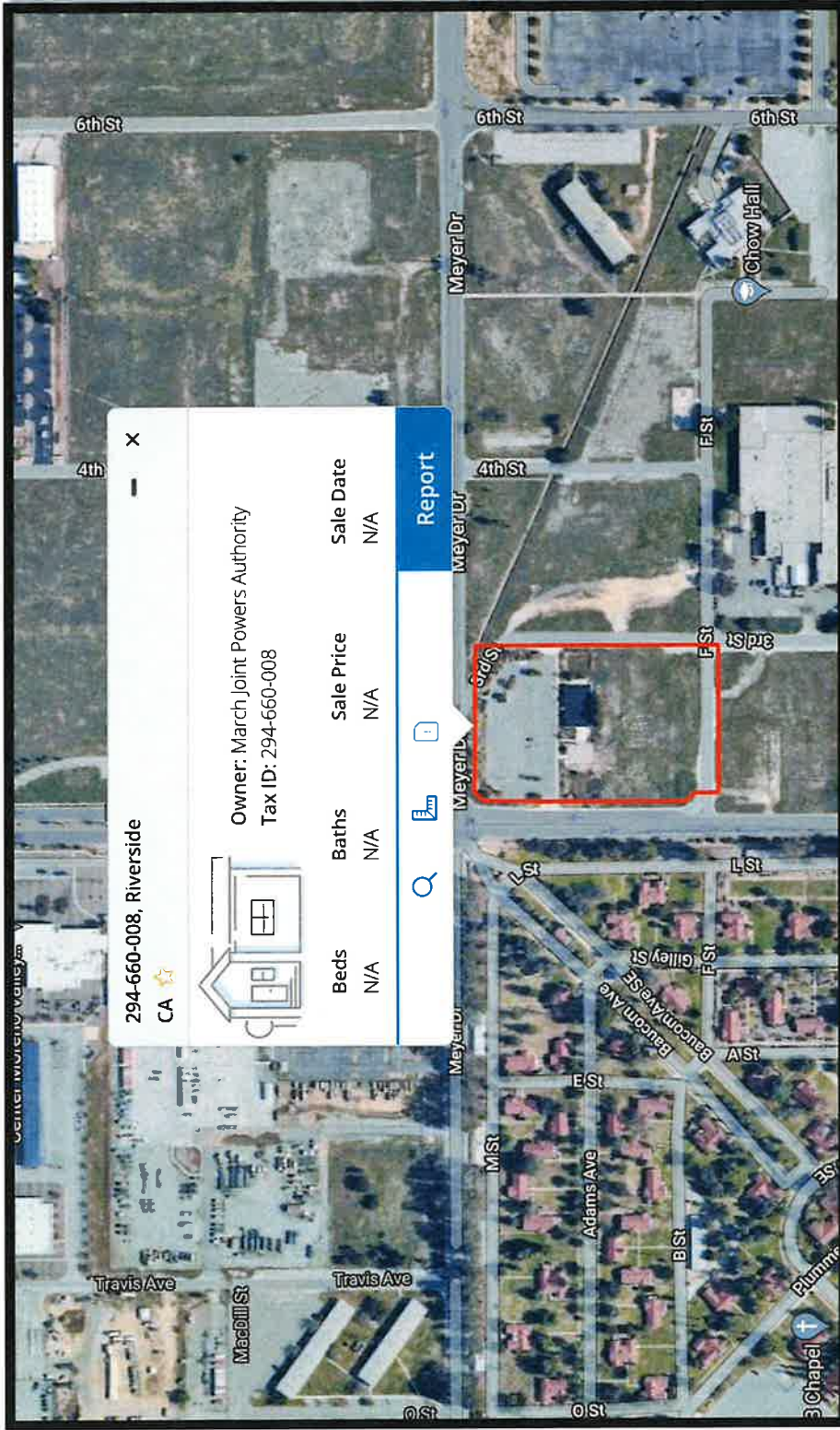
APN's 294-080-014, 016

Permits/CofO Building 1 = **Permit #:**B19-000-086 <https://imp.sh/Vs7dvtuH>

Permits/CofO Building 2 = **Permit #:**B15-000-020 <https://imp.sh/z00uG1a9>

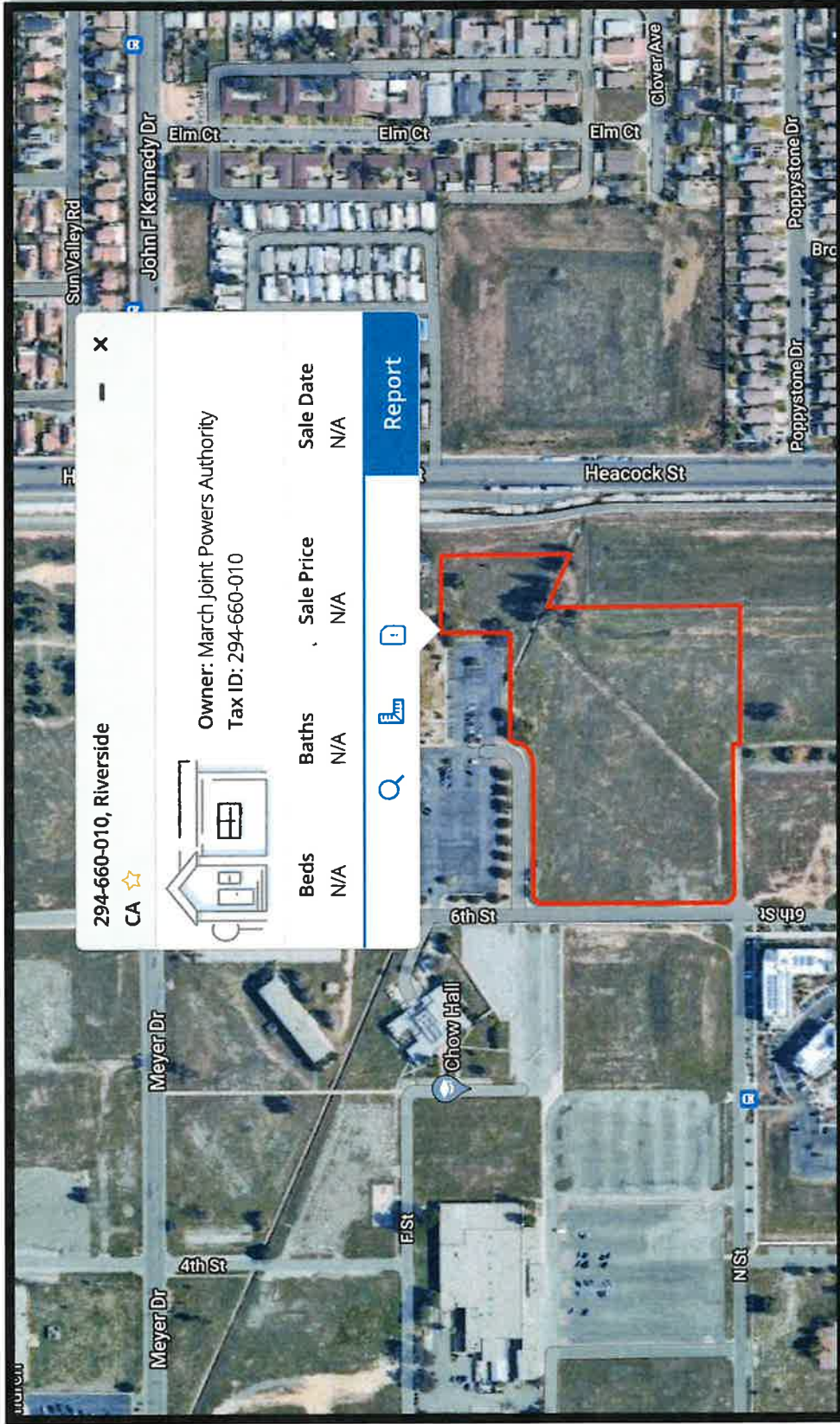
Permits/CofO Building 3 = **Permit #:**B15-000-023 <https://imp.sh/R1iSvBW>

FY24-25 MJPA Parcels Subject to Audit



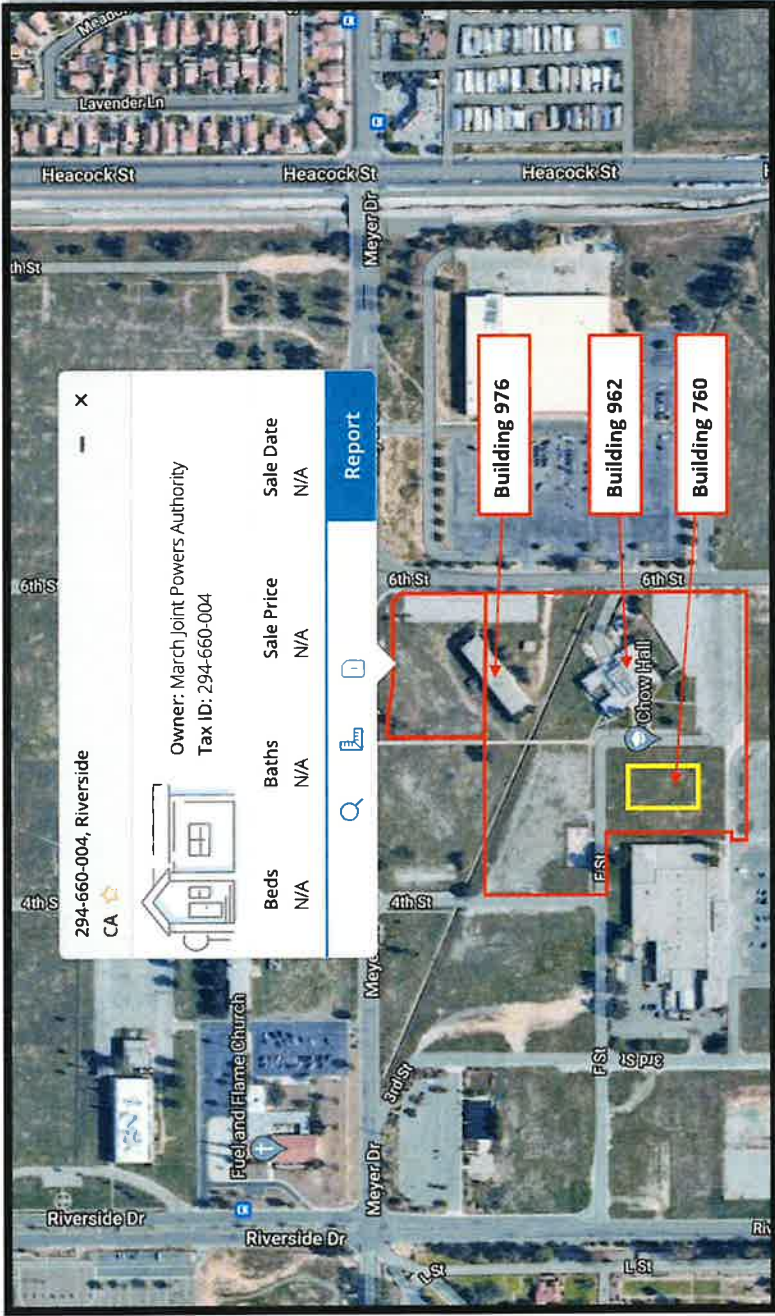
Property Description Office trailer (specific plan)
Land Use Mixed Use
Building SF Unknown
Acreage 4.61 acres (per public records)
APN 294-660-008

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant open space land (specific plan)
Land Use	Mixed Use with within Cantonment Area
Acreage	8.75 acres (per public records)
APN	294-660-010

FY24-25 MJPA Parcels Subject to Audit



Property Description	Building 962	Building 976	Building 760
Building S.F.	Dining Hall Built in 1958 17,200	Smith Hall Dorm Built in 1986 25,610	Base Theater Built in 1973 NA
APN Acreage	294-660-012 10.78 acres	294-660-004	294-660-012

> Building 760 was demolished, date unknown

Property Description Office and food hall, improvements in tear down condition subject to demolition (specific plan)

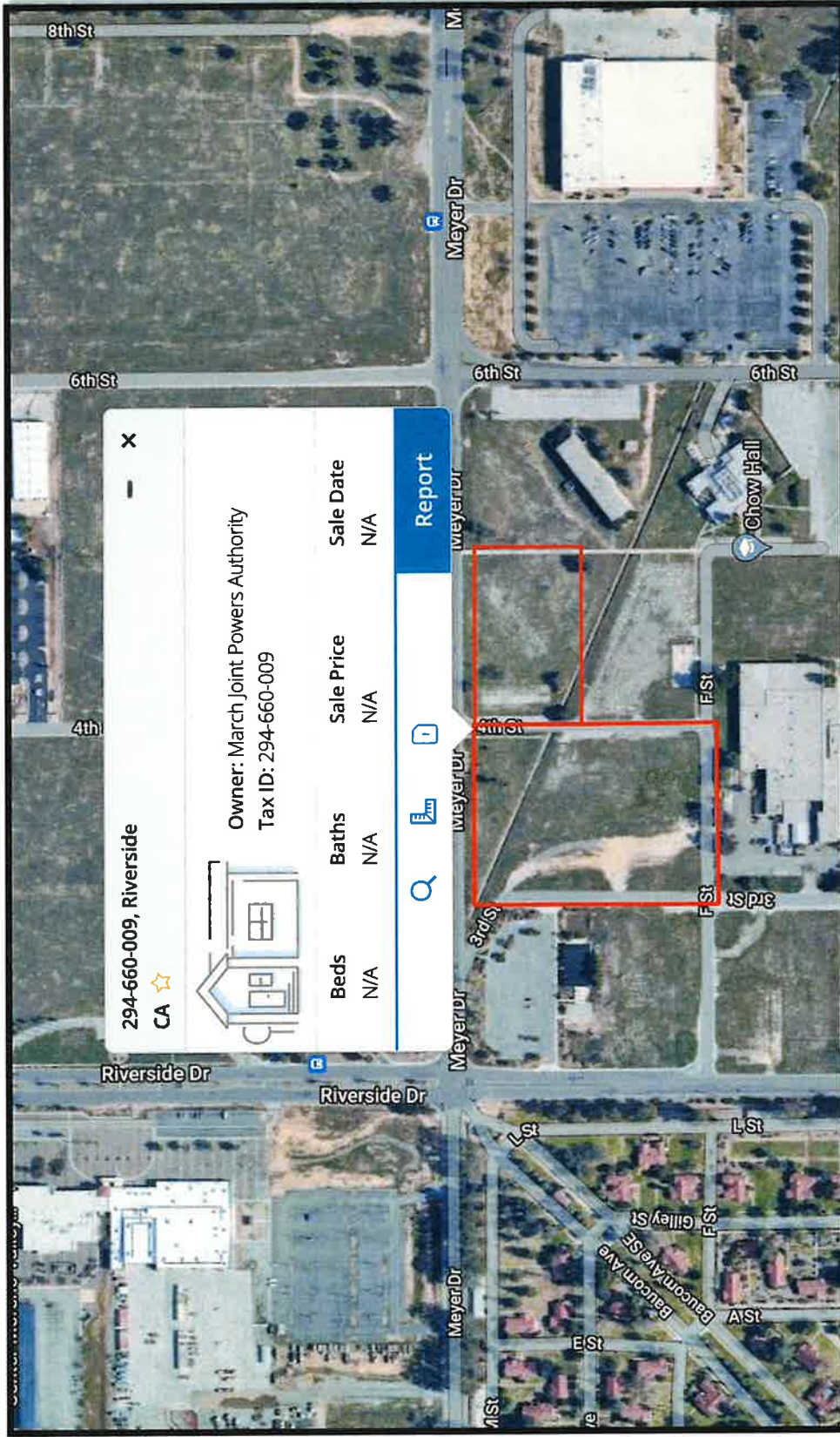
Land Use Mixed Use

Building SF Unknown

Acreeage 10.78 acres (per public records)

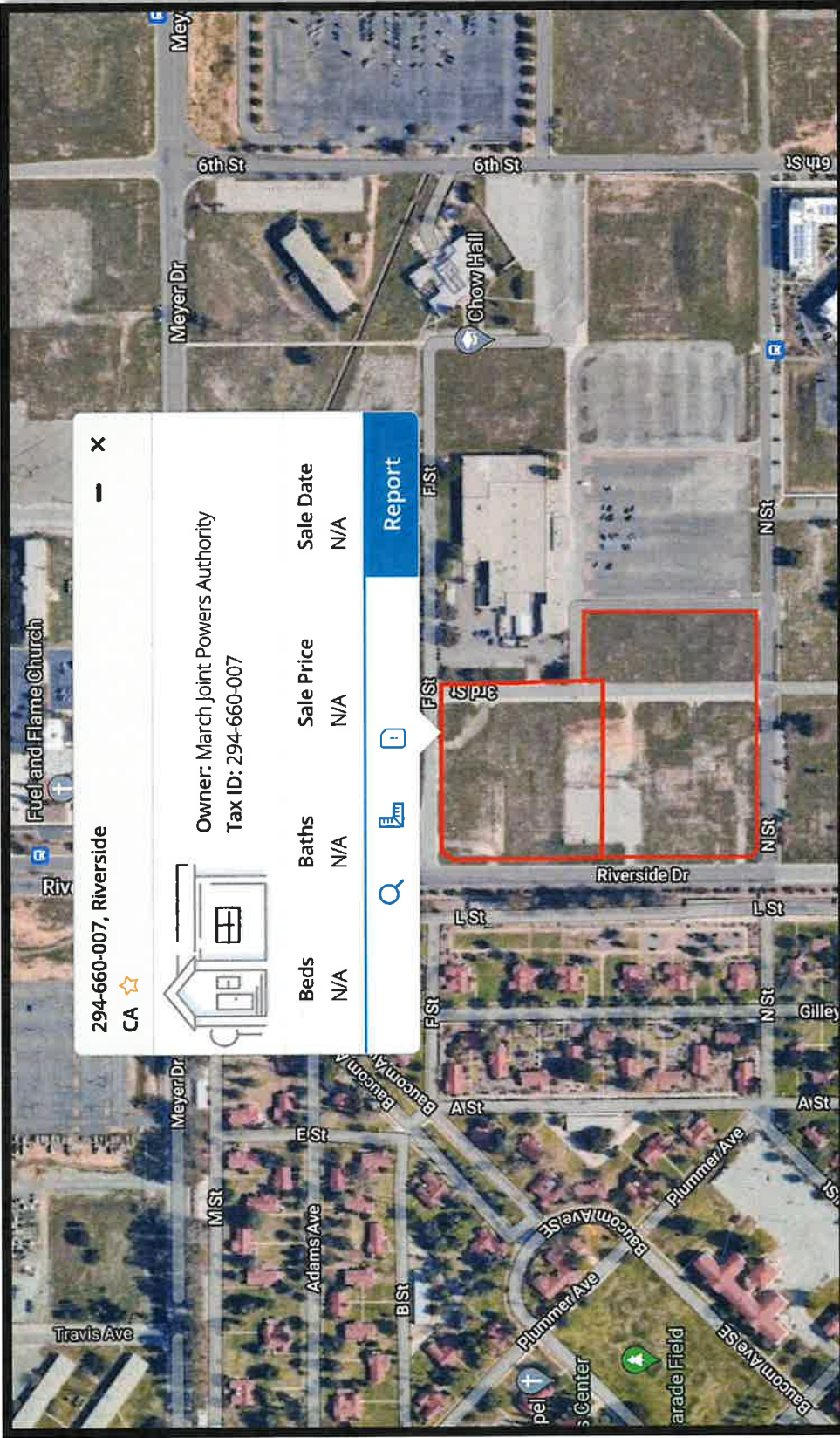
APN's 294-660-004, 012

FY24-25 MJPA Parcels Subject to Audit



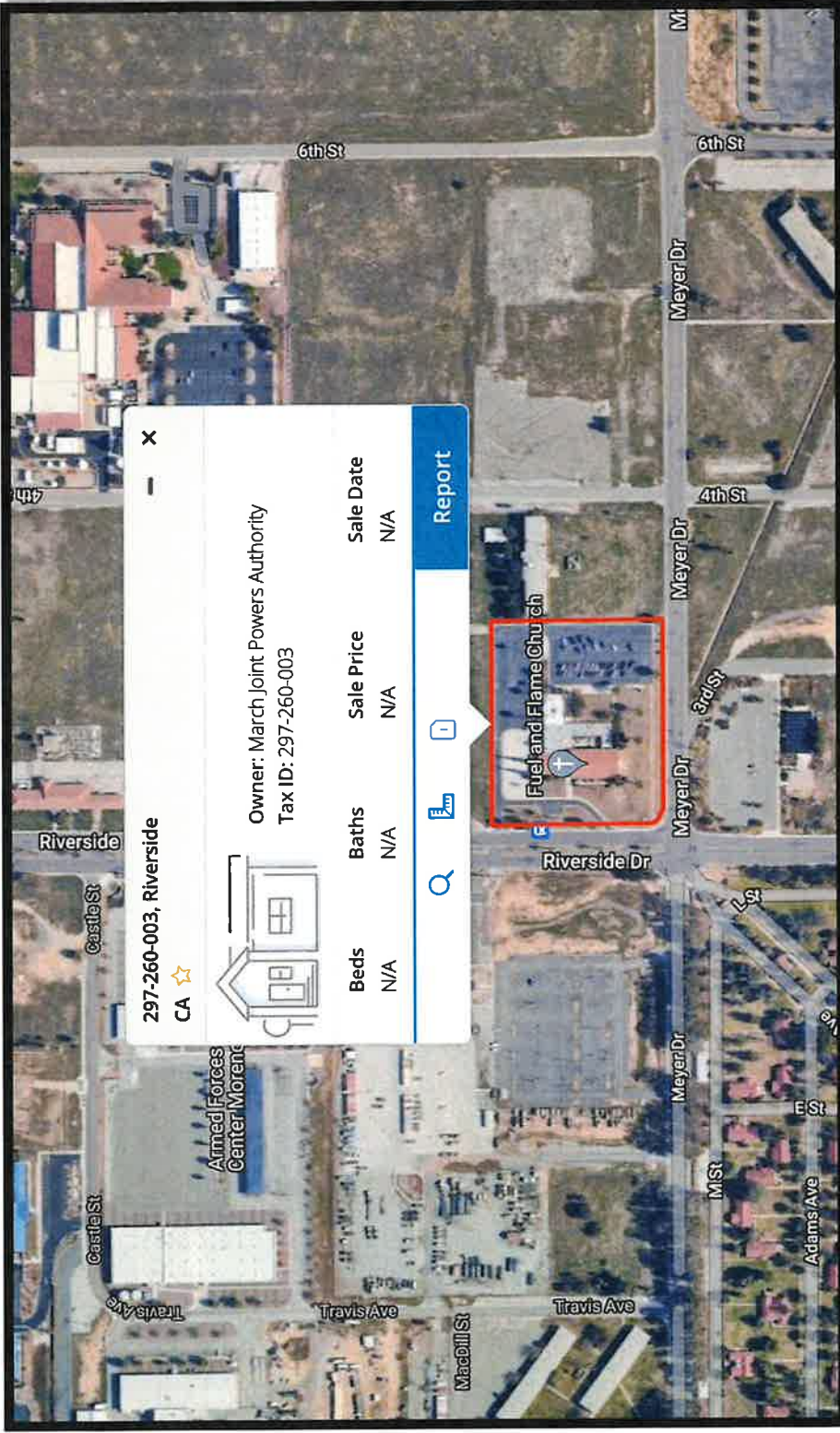
Property Description Vacant land (specific plan)
Land Use Mixed Use
Acres 7.61 acres (per public records)
APN's 294-660-003, 009

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant land (specific plan)
Land Use	Mixed Use
Acres	8.20 acres (per public records)
APN's	294-660-006, 007

FY24-25 MJPA Parcels Subject to Audit



Property Description Church, entire facility leased (specific plan)

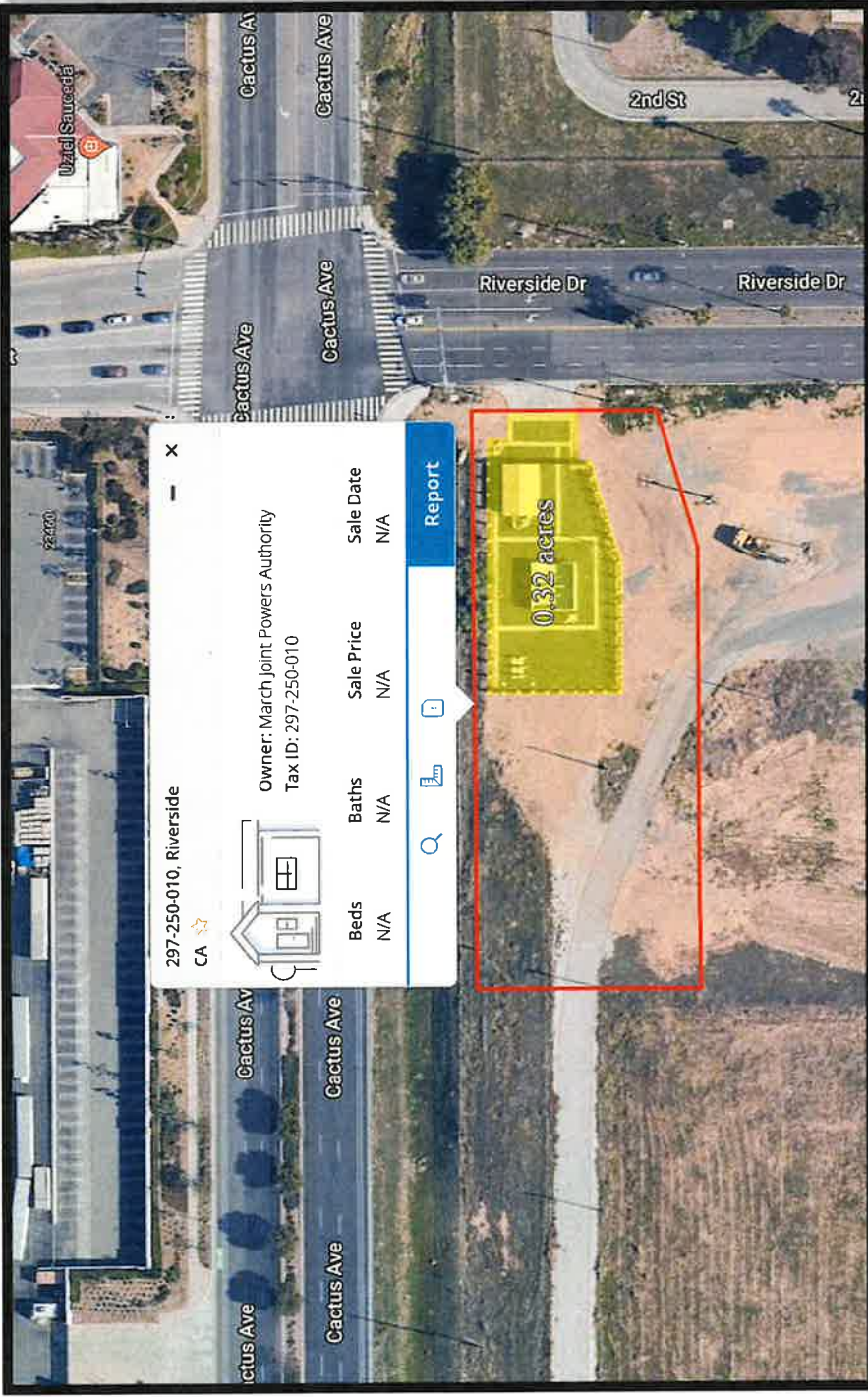
Land Use Mixed Use

Building SF Unknown, Built in 1970

Acres 4.26 acres (per public records)

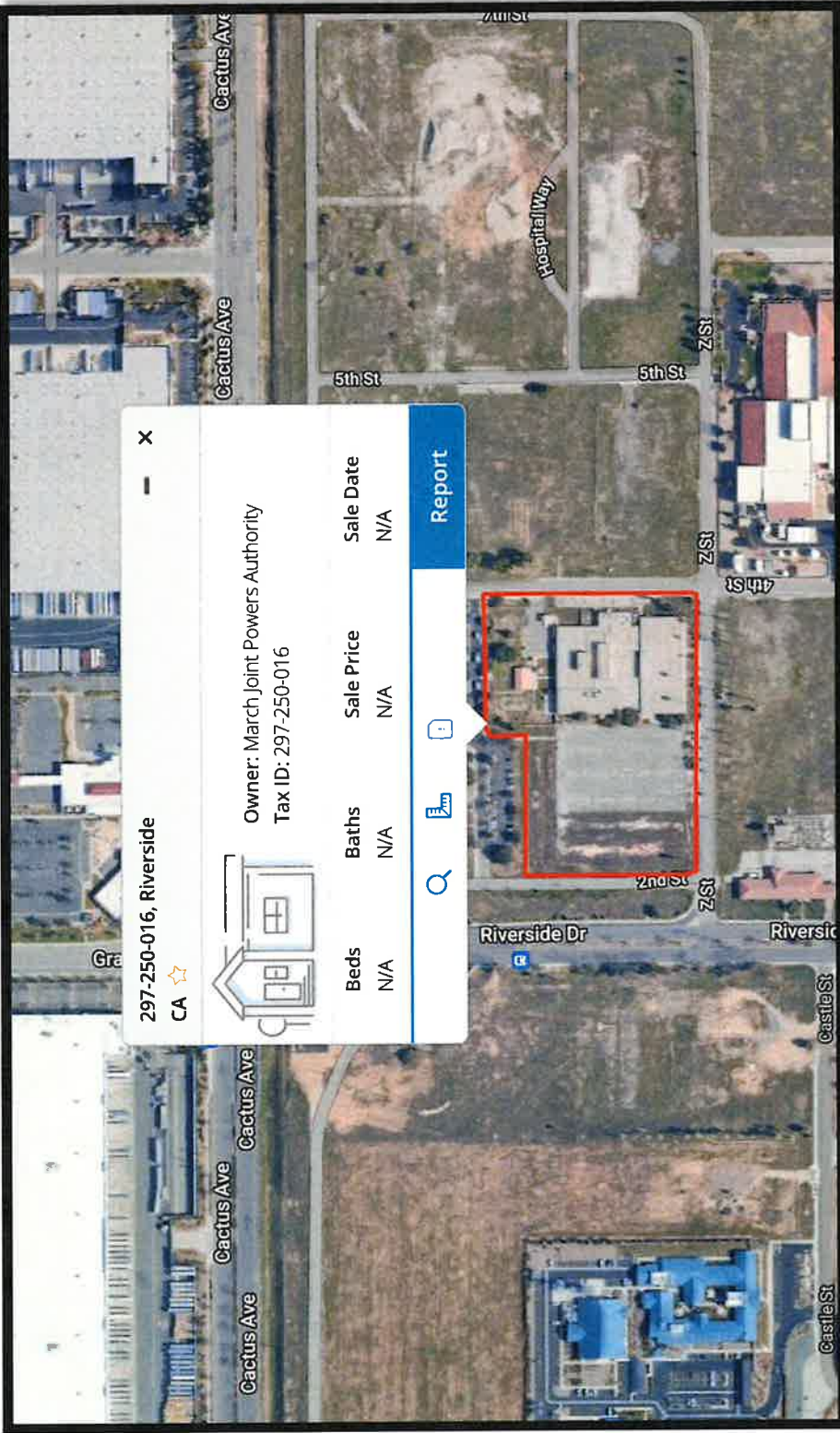
APN 297-260-003

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant land (specific plan)
Land Use	Business Park
Acreage	0.92 acres (per public records and excluding 0.32-acre dedication to public facilities)
APN	297-250-010 (portion)

FY24-25 MJPA Parcels Subject to Audit



Property Description Office, approximately 62,373sf NOSC building (AKA Building 2630)

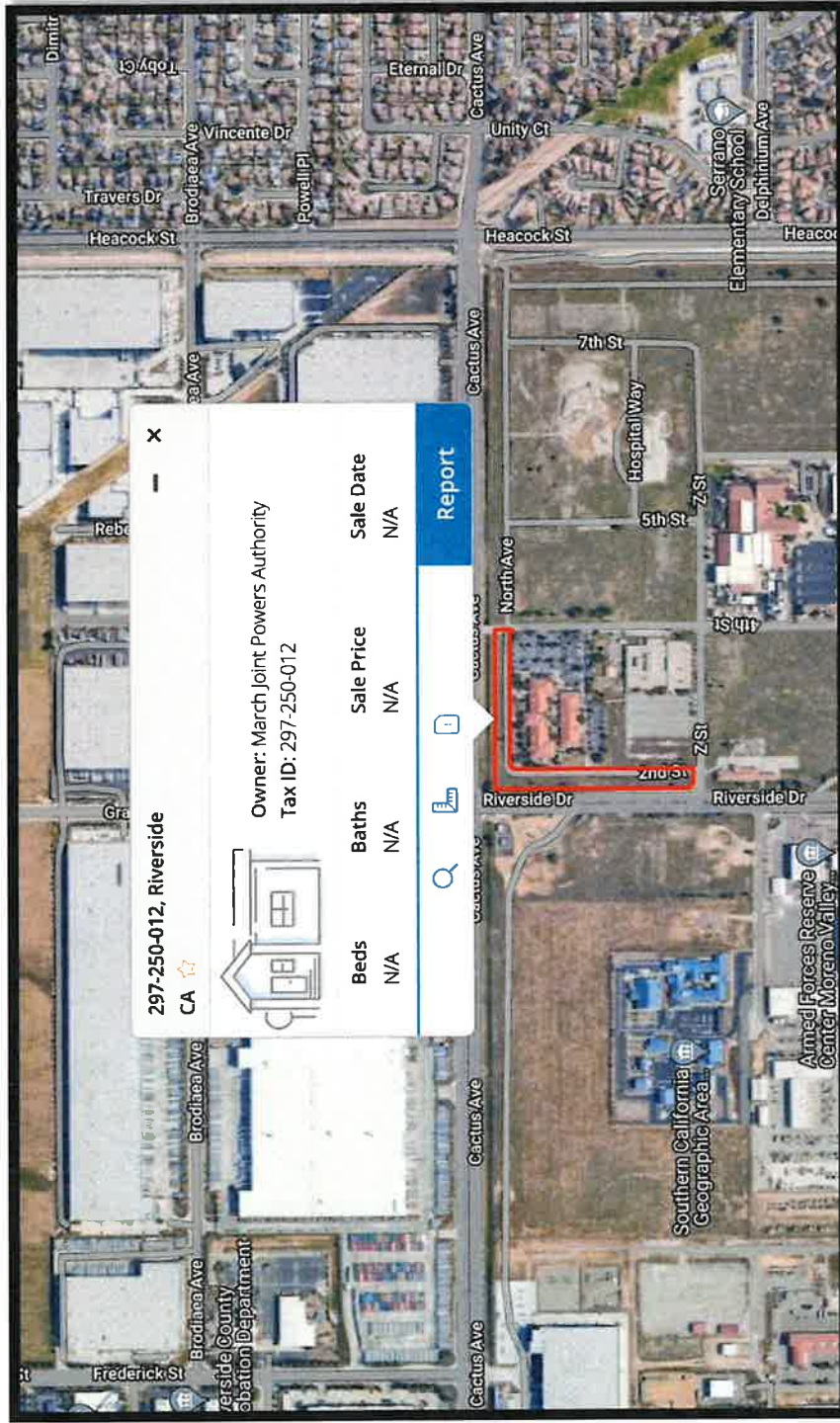
Land Use Office

Building SF 62,373 square feet (per appraiser measurement), 58,139sf per March JPA, Built prior to 1975

Acres 6.56 acres (per public records)

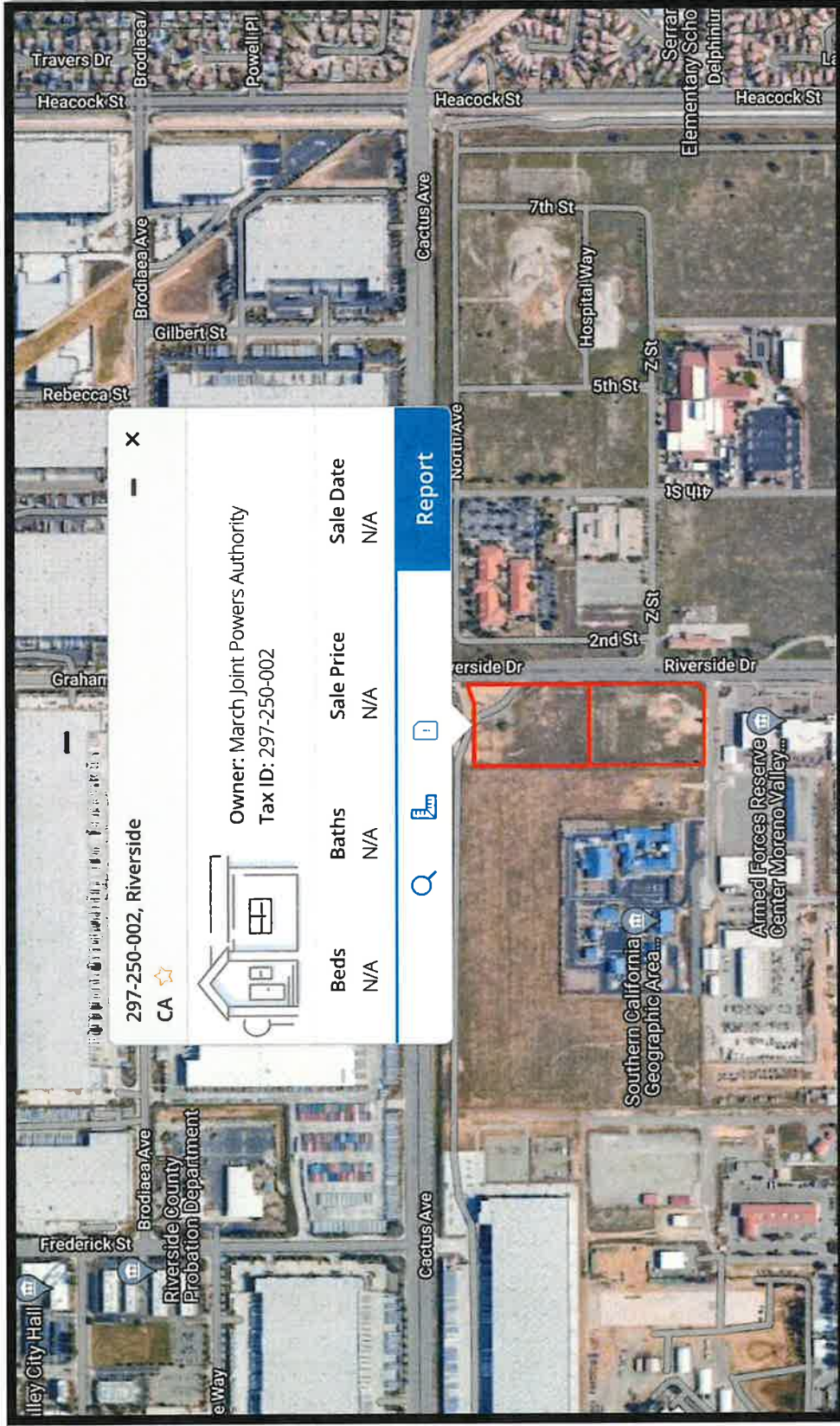
APN 297-250-016

FY24-25 MJPA Parcels Subject to Audit



Property Description Remnant land
Land Use Business Park, Office
Acreage 3.05 acres (per public records)
APN 297-250-012

FY24-25 MJPA Parcels Subject to Audit



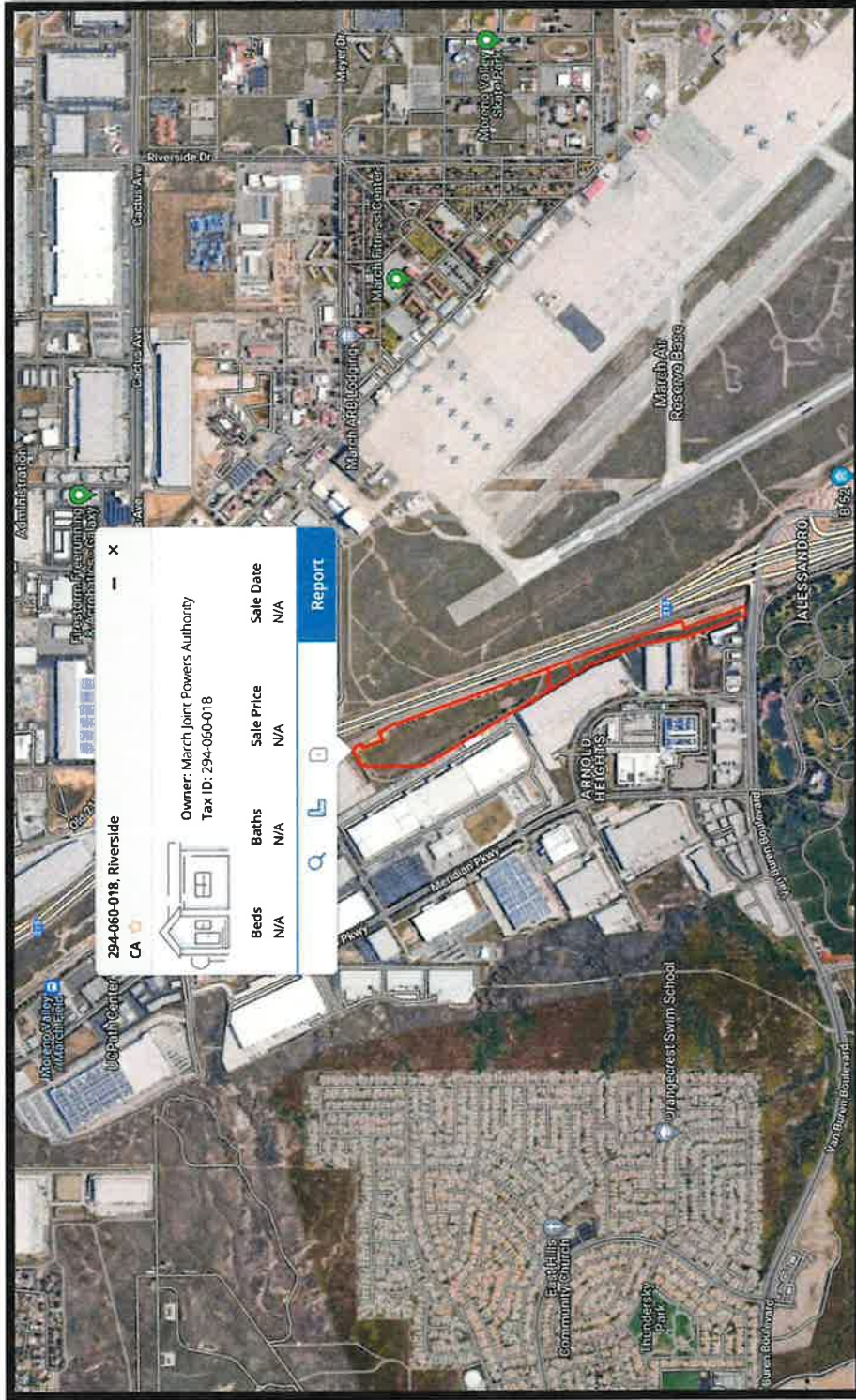
Property Description Vacant land

Land Use Business Park

Acres 9.36 acres (per public records)

APN's 297-250-002, 003

FY24-25 MJPA Parcels Subject to Audit



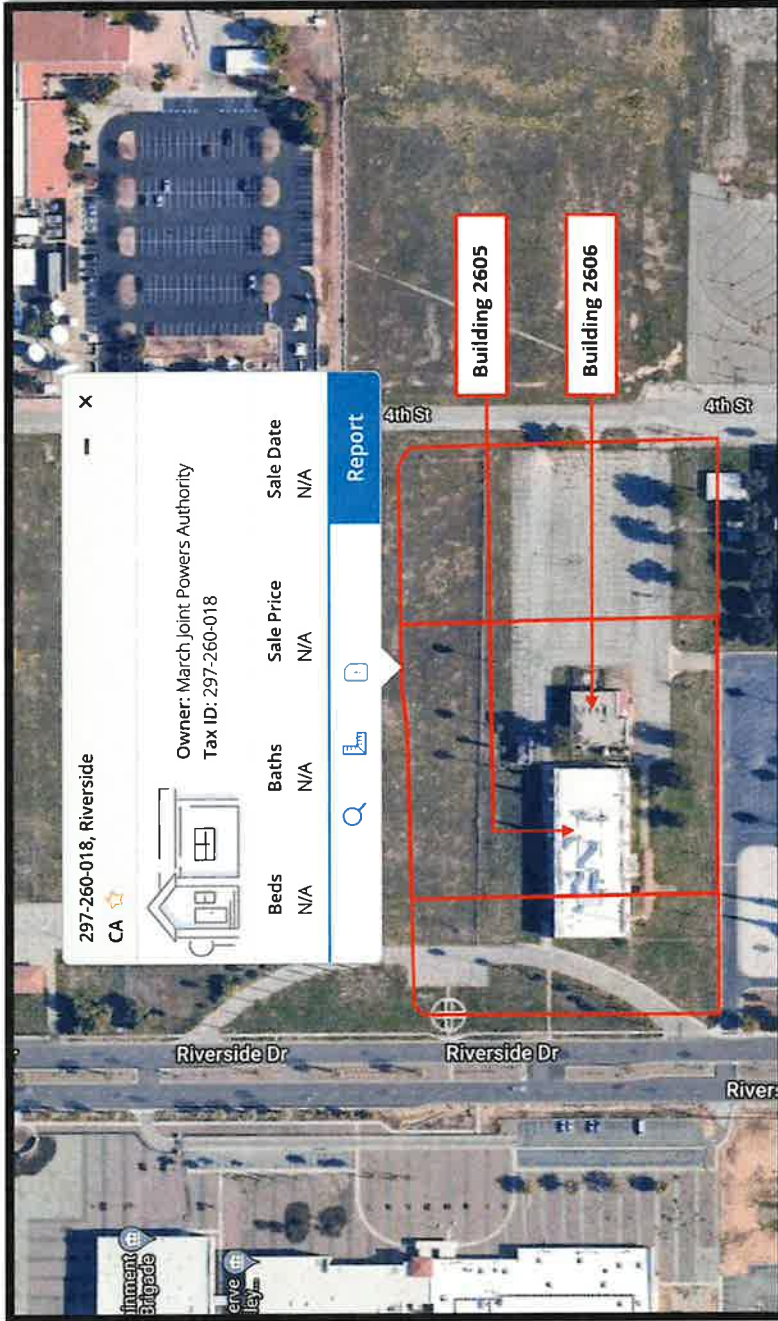
Property Description	Open space land
Land Use	Clear Zone, Aviation Support, and Commercial with a Transit Station/Inter/Multi-modal designation on the southerly end of the strip.
Acreage	37.76 acres
APN	294-060-018 294-070-014, 037

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant land (specific plan), March Life Care Campus
Land Use	Medical, Business Park, and Mixed Use
Phase I Link	https://jmp.sh/d9n2ATsv
Acres	85.96 acres (per public records)
APN's	297-250-004, 005, 006, 007, 008, 009 297-260-004, 005, 006, 007, 008, 009 010, 011, 012, 013, 014, 015, 020, 021, 022, 023, 024

FY24-25 MJPA Parcels Subject to Audit



Property Description	Building 2605	Building 2606
Building S.F.	Ops Bldg. Built in 1963 53,210	Power Plant Built in 1963 NA
APN Acreage	297-260-017 4.95 acres	297-260-017

Property Description Ops Building & Powerplant in tear down condition subject to demolition

Land Use Mixed Use

Building SF Unknown

Acres 6.26 acres (per public records)

APN's 297-260-017, 018, 019

FY24-25 MJPA Parcels Subject to Audit



Property Description	Building 2604	Armory Building
Building S.F.	Family Support Bldg. Built in 1953 25,440	Armory Bldg. NA
APN Acreage	297-260-016 2.05 acres	297-260-016

Property Description Housing development, improvements in tear down condition subject to demolition

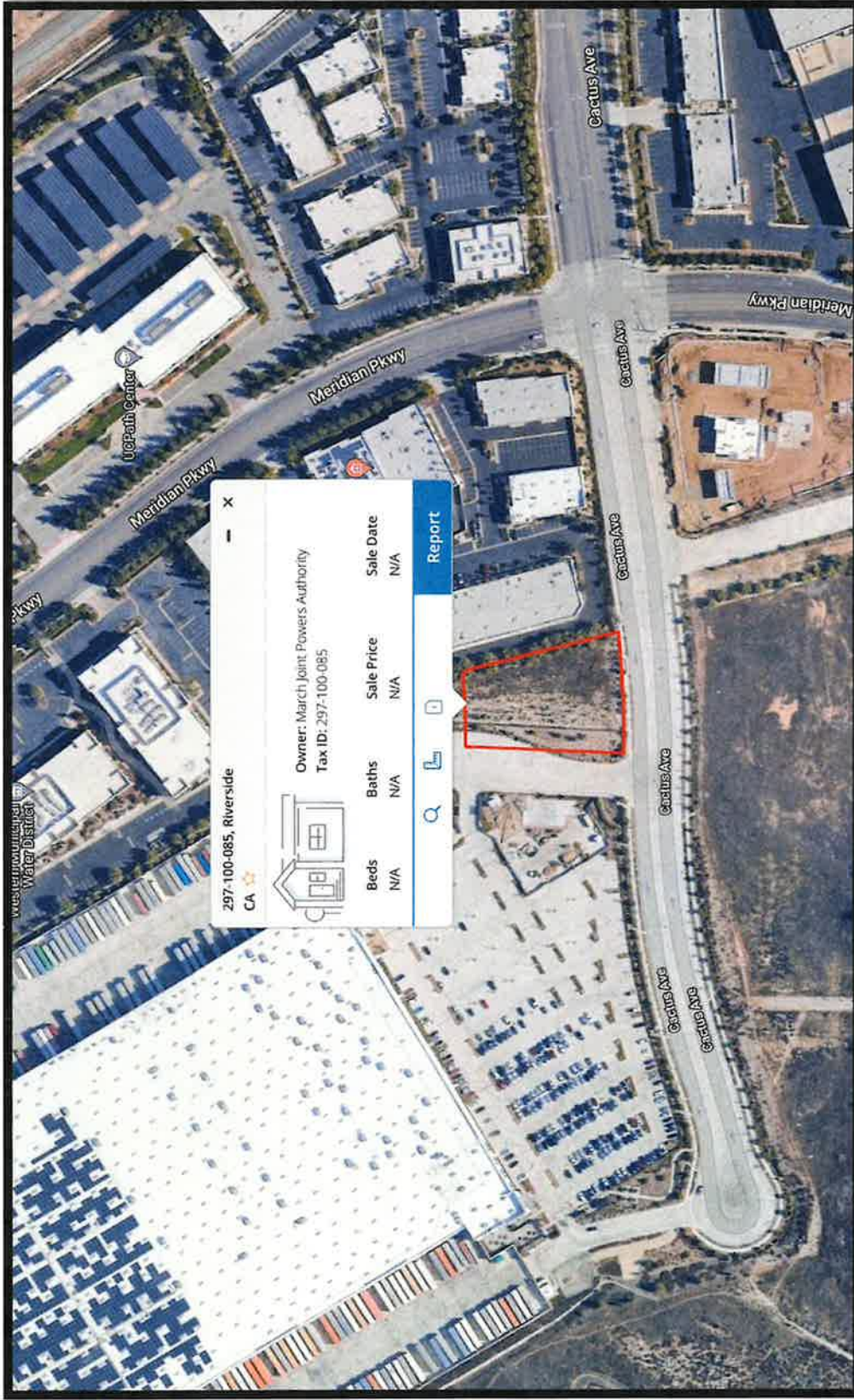
Land Use Mixed Use

Building SF Unknown

Acreeage 2.05 acres (per public records)

APN 297-260-016

FY24-25 MJPA Parcels Subject to Audit



Property Description	Vacant industrial land
Land Use	Industrial
Acresage	0.99 acres
APN	297-100-085

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Report: **RECEIVE AND FILE AN UPDATE FOR RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION, BY DIRECTOR PAUL RULL**

Motion: Move to receive and file an update for Riverside County Airport Land Use Commission, by Director Paul Rull.

Background:

The goal of the Riverside County Airport Land Use Commission (ALUC) is to protect the public health, safety and welfare by ensuring the adoption of land use measures surrounding airports are minimizing the public's exposure to extensive noise and safety hazards. ALUC identifies potential compatibility issues and later analyzes these issues based on each Airport Land Use Compatibility Plans for each airport.

Message from the Director - *Our goal is to ensure that people are protected from airports, and airports are protected from people. We strive to ensure that development is compatible with airport operations for the safety of the community and for the viability of the airport. We are excited to serve the community and look forward to working with you.*

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Meeting report for November 4th, 2024.

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. On November 4th, the TAC held its regular meetings and received updates that included, but were not limited to, the following items: training facility conditional use permit; Riverside County ENA amendment; and MARB partnerships update.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: November 6, 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

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 then again on January 31, 2024. On January 31, 2024, the PAC reconvened on updated Master Plan exhibits incorporating comments from MARB. The draft Master Plan document was available for public review and comment at: <https://marchjpa.com/airport-master-plan/>. Comments on the Master Plan were due by February 29, 2024. On September 11, 2024, the March Joint Powers Commission of the March Inland Port Airport Authority, considered and approved the March Inland Port Airport Master Plan and associated Airport Layout Plan. Staff has submitted the documents to the Federal Aviation Administration for review/approval.

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 MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval. MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guidelines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure. On August 30, 2022, Air Force Reserve Command and Air Force Civil Engineering Command executed the drainage easement for the outfall structure. Construction of the drainage outfall facility onto base property began on October 4, 2022. This portion of the project is expected to be complete on December 9, 2022. Due to winter season rain events, construction is substantially completed with Temporary Certificate of Occupancy (TCO) discussions anticipated to begin first quarter of 2023.

Meridian Park, LLC D1 Aviation Gateway Project

Objective: Private Development of Parcel D1 supporting aviation facilities generating revenue and jobs

Status: On August 3, 2020, Meridian Park D-1, LLC (the “Applicant”), submitted a Plot Plan and Zone Change application to develop a gateway air freight cargo center, with one, approximately 201,200 square foot, industrial warehouse, and one, approximately 70,140 square foot, accessory maintenance building, on 84.06 acres. The Project site is located within the southeastern portion of the March Joint Powers Authority (March JPA) jurisdiction, within unincorporated Riverside County, California. More specifically, the Project site is located just south of the March Air Reserve Base (March ARB), west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue, in Moreno Valley, California. Interstate 215 (I-215) is located approximately one mile west of the project site. The Project proposes to develop a gateway air freight cargo center, including the construction of an approximately 201,200 square foot industrial warehouse with 9 grade level loading doors and 42 dock positions and an approximately 70,140 square foot accessory maintenance building with grade level access. The proposed warehouse and maintenance facility development would consist of 56 gross acres (41 net acres), while the proposed taxiway and tarmac extensions would consist of 12 acres. The overall Project footprint to be analyzed includes 84.06 acres, as described above. The industrial warehouse would be constructed to a maximum height of 48 feet, and the maintenance building would be constructed to a maximum height of 46 feet. The Project would include construction of a parking apron sized to accommodate commercial cargo airplanes and would be paved to meet FAA standards. The existing taxiway would be used to access the March Inland Port Airport runway. The proposed expansion of the existing taxiway/tarmac would allow for improved access to the existing taxiway for the Project tenants and existing Airport users south of the Project site. Upon completion, the proposed Project is anticipated to average 17 flights a day. MJPA Planning Staff has routed the project plans and documents to MJPA Departments, March Air Reserve Base, member jurisdictions and agencies for review and comments. Staff has also initiated Tribal Consultation pursuant to AB 52. A Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project was circulated on March 31, 2021 for public review/comment and ended April 29, 2021. The March JPA held a Public Scoping Meeting, via teleconference on April 14, 2021. Input was received from the general public and March Air Reserve Base staff. Since April 2021, ongoing discussions regarding the proposed project, CEQA and NEPA level environmental documentation has occurred between the Applicant, March JPA/MIPAA staff and March ARB staff. In late November 2021, the Applicant submitted NEPA Form 813 environmental documentation to the March JPA/March ARB for review and comment. The form/review is to help March ARB determine the level/type of NEPA environmental document to be prepared. Once this information is received, March JPA/Applicant will prepare an Admin Draft environmental document for review/comment. This should occur sometime during the first quarter 2022. The Project Applicant has revised the project description and proposed project decreasing the overall scope of the project to eliminate potential impact to the Superfund remediation site known as Site 007. The Project Applicant has updated NEPA Form 813 environmental documentation for March JPA/March ARB review and comment and Section 163 environmental documents required by the FAA. In addition, CEQA environmental documentation is also being updated. The revised Project Description/Project Site Plan was complete in February 2022. The participating Tribes have been notified of the change of the proposed project. Documents are under review by MARB, FAA and regulatory agencies. On May 16, 2022, the updated/revised Project Description/Project Plans/Documentation was transmitted to March JPA departments, member jurisdictions and other reviewing agencies. March JPA staff has asked for comments or conditions of approvals

by June 1, 2022. The updated Section 163 was sent to the FAA for review. Section 163 is an FAA preliminary project review that determines any federal action from the NEPA perspective. The FAA has made a determination that an Environmental Assessment (EA), in compliance with NEPA, is required for the proposed Project. The preparation of appropriate environmental documents pursuant to CEQA and NEPA are underway. The Meridian D1 Gateway Aviation Center Project Draft Environmental Impact Report (EIR) was circulated for public review on Thursday, May 23, 2024. The Draft EIR is available for review at: <https://marchjpa.com/meridian-d1-gateway-aviation-center-project/>. The public review period is for 45-days and will conclude on Tuesday, July 9, 2024. On June 18, and July 1, 2024, the March JPA hosted two Community Meetings on the Meridian D-1 Project. The public review period on the Draft EIR was extended, which concluded on Monday, July 22, 2024. The March JPA has received over 200 comments on the Meridian D-1 Draft EIR. The development of responses to comments is in progress.

Attachment(s): None.

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

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

Meeting Date: November 6, 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 August 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 2024/25 budget.

Attachment(s): 1) Financial Status Reports for August 2024.

March Inland Port

Balance Sheet General Fund – Fund 500 As of August 31, 2024

ASSETS

Cash In Bank	\$ 9,341,844.03
Investment Account	2,049,500.62
Accounts Receivable	237,781.69
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,204,032.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	295,543.31
Deferred Outflows - OPEB	58,017.00

Total Assets \$ 146,282,472.26

LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	644,135.64
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	76,477,240.78

Total Liabilities 82,221,918.78

FUND BALANCE

Net Position, Beginning of Fiscal Year	63,636,378.24
Change in Fund Balance for the month ending August 31, 2024	424,175.24

Ending Fund Balance, August 31, 2024 64,060,553.48

Total Liabilities and Net Position \$ 146,282,472.26

General Ledger

Expenses vs Budget



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

User: SchumacherN
 Printed: 10/21/2024 3:59:50 PM
 Period 02 - 02
 Fiscal Year 2025

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund					
500-10-50100-05	Salaries and Wages	460,344.00	36,072.81	70,653.25	389,690.75	84.65
500-10-50100-10	Benefits	69,661.00	4,932.24	9,886.38	59,774.62	85.81
500-10-50100-15	PERS Contributions	39,971.00	3,377.49	6,754.68	33,216.32	83.10
500-10-50100-20	Medicare Tax	7,685.00	553.72	1,085.42	6,599.58	85.88
500-10-50100-30	Workers Compensation Ins.	7,200.00	0.00	7,200.00	0.00	100.00
500-10-50100-99	Unfunded Accrued Liab(UAL)	80,324.00	0.00	0.00	80,324.00	100.00
500-10-50150-02	Mileage Reimbursement	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-06	PeriodicalsMemberships	3,650.00	1,471.05	1,471.05	2,178.95	59.70
500-10-50150-08	EducationTraining	5,000.00	2,320.00	2,837.50	2,162.50	43.25
500-10-50150-12	Travel	6,000.00	4,771.03	4,843.03	1,156.97	19.28
500-10-50150-16	Office Supplies	1,500.00	0.00	0.00	1,500.00	100.00
500-10-50150-18	Telephone & Intenet Expense	20,500.00	848.30	848.30	19,651.70	95.86
500-10-50150-20	Mobile PhonesPagers	2,500.00	70.38	70.38	2,429.62	97.18
500-10-50150-24	Postage	100.00	0.00	71.05	28.95	28.95
500-10-50150-26	Liability Insurance - PERMA	32,200.00	0.00	0.00	32,200.00	100.00
500-10-50150-30	Printing - Outside	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-32	Office Equipment Leases	3,200.00	3,331.71	3,331.71	-131.71	-4.12
500-10-50150-34	Office Equipment Maintenance	9,000.00	3,951.63	4,350.74	4,649.26	51.66
500-10-50150-36	Advertisement	3,500.00	1,795.00	1,795.00	1,705.00	48.71
500-10-50150-38	ProductionArtwork	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-40	Promotional Activities	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50150-42	Bank Fees	3,000.00	0.00	0.00	3,000.00	100.00
500-10-50150-47	Office Rent	4,830.00	395.10	773.10	4,056.90	83.99
500-10-50150-48	Office Utilities	11,030.00	1,554.45	1,603.53	9,426.47	85.46
500-10-50150-50	Depreciation Expense	803,000.00	0.00	0.00	803,000.00	100.00
500-10-50175-00	Interest Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50200-01	General Consulting	25,000.00	10,000.00	10,000.00	15,000.00	60.00
500-10-50200-02	General Legal Services	100,000.00	1,887.30	1,887.30	98,112.70	98.11
500-10-50200-04	Special Legal Services	100,000.00	0.00	0.00	100,000.00	100.00
500-10-50200-06	Legal Litigation	800,000.00	0.00	0.00	800,000.00	100.00
500-10-50200-12	Environmental Review	30,000.00	0.00	0.00	30,000.00	100.00
500-10-50200-14	Annual Audit	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50200-20	D. C. Lobbyist	13,000.00	0.00	0.00	13,000.00	100.00
500-10-50200-26	Aviation Planning	35,000.00	0.00	0.00	35,000.00	100.00
500-10-50300-01	Airport Vehicle Purchase	0.00	0.00	-2,500.00	2,500.00	0.00
500-10-50300-06	Computer Hardware & Software	7,000.00	0.00	0.00	7,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-10-50300-10	Headquarter Relocation Expense	50,000.00	0.00	0.00	50,000.00	100.00
500-10-50300-12	Taxiway G Realignment	4,096,423.00	3,296.00	3,296.00	4,093,127.00	99.92
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	400,000.00	0.00	0.00	400,000.00	100.00
500-10-50300-55	Pavement Resurfacing	119,508.00	0.00	0.00	119,508.00	100.00
500-20-51150-00	Property Insurance - PERMA	90,850.00	0.00	0.00	90,850.00	100.00
500-20-51155-00	Airside Liability Insurance	50,000.00	0.00	9,405.80	40,594.20	81.19
500-20-51200-00	Building Maintenance	50,000.00	16,811.67	16,811.67	33,188.33	66.38
500-20-51250-00	Grounds Maintenance	22,000.00	0.00	0.00	22,000.00	100.00
500-20-51300-00	Equipment Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-51325-00	Security maintenance	230,000.00	0.00	0.00	230,000.00	100.00
500-20-51350-00	Utilities	25,000.00	1,646.64	1,888.42	23,111.58	92.45
500-20-52150-00	Ramp Maintenance	175,000.00	0.00	0.00	175,000.00	100.00
500-20-52175-00	Taxiway Maintenance	175,000.00	0.00	0.00	175,000.00	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
500-20-54020-00	Vehicle FuelMain.Ins.	3,600.00	94.89	94.89	3,505.11	97.36
500-20-55000-00	Environmental Fees	18,000.00	0.00	0.00	18,000.00	100.00
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	43,000.00	171.84	171.84	42,828.16	99.60
500-20-55015-00	Air Force Payments (JUA)	391,000.00	0.00	0.00	391,000.00	100.00
500-23-56010-00	SIGNAGE	2,000.00	0.00	0.00	2,000.00	100.00
500-23-56015-00	LIGHTING	20,000.00	0.00	0.00	20,000.00	100.00
500-23-56020-00	LANDSCAPING	75,000.00	9,378.94	9,378.94	65,621.06	87.49
500-23-56025-00	Drainage	10,000.00	0.00	0.00	10,000.00	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 RemovalVandalism	5,000.00	0.00	0.00	5,000.00	100.00
Expense Total		8,910,776.00	108,732.19	160,809.98	8,749,966.02	98.1953
Grand Total		8,910,776.00	108,732.19	160,809.98	8,749,966.02	0.982

General Ledger
Revenue vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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Period 02 - 02
Fiscal Year 2025

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
500	March Inland Port Fund					
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-206,585.71	-413,171.42	-2,041,188.58	16.83
500-00-40300-00	PERMIT FEES	-6,000.00	0.00	0.00	-6,000.00	0.00
500-00-40500-00	GRANTS FEDERAL	-360,000.00	0.00	0.00	-360,000.00	0.00
500-00-40500-05	FAA Grant - TW G Realignment	-3,686,781.00	0.00	0.00	-3,686,781.00	0.00
500-00-40500-10	FAA AP-5 Pavement Resurfacing	-107,557.00	0.00	0.00	-107,557.00	0.00
500-00-40600-00	INTEREST INCOME	-223,600.00	0.00	0.00	-223,600.00	0.00
500-00-44050-02	Fuel Flowage Fees	-395,888.00	-38,495.80	-80,224.94	-315,663.06	20.26
500-00-44050-04	Aircraft landing Fees	-281,010.00	-24,789.27	-77,304.08	-203,705.92	27.51
500-00-44050-14	Ramp Use Fees	-3,000.00	-232.05	-329.73	-2,670.27	10.99
500-00-44050-16	Security Fees	-1,000.00	0.00	0.00	-1,000.00	0.00
500-00-44050-18	Vendor Surcharges	-190,000.00	-13,244.05	-13,442.05	-176,557.95	7.07
500-00-44050-20	Aircraft Tie Down	-3,450.00	0.00	0.00	-3,450.00	0.00
500-00-44050-22	Airplane Parking Fees	-10,000.00	-140.00	-513.00	-9,487.00	5.13
	Revenue Total	7,722,646.00	283,486.88	584,985.22	7,137,660.78	7.5749
	Grand Total	7,722,646.00	283,486.88	584,985.22	7,137,660.78	0.0757

March Inland Port

Balance Sheet General Fund – Fund 500 As of September 30, 2024

ASSETS

Cash In Bank	\$ 9,540,790.21
Investment Account	2,049,500.62
Accounts Receivable	226,740.74
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,204,032.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	295,543.31
Deferred Outflows - OPEB	58,017.00

Total Assets \$ 146,470,377.49

LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	668,774.60
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	76,477,240.78

Total Liabilities 82,246,557.74

FUND BALANCE

Net Position, Beginning of Fiscal Year	63,636,378.24
Change in Fund Balance for the month ending September 30, 2024	587,441.51

Ending Fund Balance, September 30, 2024 64,223,819.75

Total Liabilities and Net Position \$ 146,470,377.49

General Ledger

Expenses vs Budget



March Joint Powers Authority
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 Period 03 - 03
 Fiscal Year 2025

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund					
500-10-50100-05	Salaries and Wages	460,344.00	20,237.16	90,890.41	369,453.59	80.26
500-10-50100-10	Benefits	69,661.00	2,429.35	12,315.73	57,345.27	82.32
500-10-50100-15	PERS Contributions	39,971.00	1,659.29	8,413.97	31,557.03	78.95
500-10-50100-20	Medicare Tax	7,685.00	313.16	1,398.58	6,286.42	81.80
500-10-50100-30	Workers Compensation Ins.	7,200.00	0.00	7,200.00	0.00	100.00
500-10-50100-99	Unfunded Accrued Liab(UAL)	80,324.00	0.00	0.00	80,324.00	100.00
500-10-50150-02	Mileage Reimbursement	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-06	PeriodicalsMemberships	3,650.00	0.00	1,471.05	2,178.95	59.70
500-10-50150-08	EducationTraining	5,000.00	0.00	2,837.50	2,162.50	43.25
500-10-50150-12	Travel	6,000.00	958.78	5,801.81	198.19	3.30
500-10-50150-16	Office Supplies	1,500.00	64.34	64.34	1,435.66	95.71
500-10-50150-18	Telephone & Intenet Expense	20,500.00	2,305.41	3,153.71	17,346.29	84.62
500-10-50150-20	Mobile PhonesPagers	2,500.00	70.18	140.56	2,359.44	94.38
500-10-50150-24	Postage	100.00	0.00	71.05	28.95	28.95
500-10-50150-26	Liability Insurance - PERMA	32,200.00	0.00	0.00	32,200.00	100.00
500-10-50150-30	Printing - Outside	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-32	Office Equipment Leases	3,200.00	245.60	3,577.31	-377.31	-11.79
500-10-50150-34	Office Equipment Maintenance	9,000.00	399.11	4,749.85	4,250.15	47.22
500-10-50150-36	Advertisement	3,500.00	0.00	1,795.00	1,705.00	48.71
500-10-50150-38	ProductionArtwork	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-40	Promotional Activities	15,000.00	86.90	86.90	14,913.10	99.42
500-10-50150-42	Bank Fees	3,000.00	0.00	0.00	3,000.00	100.00
500-10-50150-47	Office Rent	4,830.00	395.10	1,168.20	3,661.80	75.81
500-10-50150-48	Office Utilities	11,030.00	49.08	1,652.61	9,377.39	85.02
500-10-50150-50	Depreciation Expense	803,000.00	0.00	0.00	803,000.00	100.00
500-10-50175-00	Interest Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50200-01	General Consulting	25,000.00	6,159.00	16,159.00	8,841.00	35.36
500-10-50200-02	General Legal Services	100,000.00	0.00	1,887.30	98,112.70	98.11
500-10-50200-04	Special Legal Services	100,000.00	0.00	0.00	100,000.00	100.00
500-10-50200-06	Legal Litigation	800,000.00	0.00	0.00	800,000.00	100.00
500-10-50200-12	Environmental Review	30,000.00	0.00	0.00	30,000.00	100.00
500-10-50200-14	Annual Audit	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50200-20	D. C. Lobbyist	13,000.00	0.00	0.00	13,000.00	100.00
500-10-50200-26	Aviation Planning	35,000.00	51.14	51.14	34,948.86	99.85
500-10-50300-01	Airport Vehicle Purchase	0.00	0.00	-2,500.00	2,500.00	0.00
500-10-50300-06	Computer Hardware & Software	7,000.00	0.00	0.00	7,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-10-50300-10	Headquarter Relocation Expense	50,000.00	0.00	0.00	50,000.00	100.00
500-10-50300-12	Taxiway G Realignment	4,096,423.00	0.00	3,296.00	4,093,127.00	99.92
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	400,000.00	0.00	0.00	400,000.00	100.00
500-10-50300-55	Pavement Resurfacing	119,508.00	0.00	0.00	119,508.00	100.00
500-20-51150-00	Property Insurance - PERMA	90,850.00	0.00	0.00	90,850.00	100.00
500-20-51155-00	Airside Liability Insurance	50,000.00	21,900.00	31,305.80	18,694.20	37.39
500-20-51200-00	Building Maintenance	50,000.00	5,055.01	21,866.68	28,133.32	56.27
500-20-51250-00	Grounds Maintenance	22,000.00	0.00	0.00	22,000.00	100.00
500-20-51300-00	Equipment Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-51325-00	Security maintenance	230,000.00	0.00	0.00	230,000.00	100.00
500-20-51350-00	Utilities	25,000.00	1,403.85	3,292.27	21,707.73	86.83
500-20-52150-00	Ramp Maintenance	175,000.00	0.00	0.00	175,000.00	100.00
500-20-52175-00	Taxiway Maintenance	175,000.00	0.00	0.00	175,000.00	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
500-20-54020-00	Vehicle FuelMain.Ins.	3,600.00	172.88	267.77	3,332.23	92.56
500-20-55000-00	Environmental Fees	18,000.00	0.00	0.00	18,000.00	100.00
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	43,000.00	0.00	171.84	42,828.16	99.60
500-20-55015-00	Air Force Payments (JUA)	391,000.00	0.00	0.00	391,000.00	100.00
500-23-56010-00	SIGNAGE	2,000.00	0.00	0.00	2,000.00	100.00
500-23-56015-00	LIGHTING	20,000.00	0.00	0.00	20,000.00	100.00
500-23-56020-00	LANDSCAPING	75,000.00	6,372.00	15,750.94	59,249.06	79.00
500-23-56025-00	Drainage	10,000.00	0.00	0.00	10,000.00	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 RemovalVandalism	5,000.00	0.00	0.00	5,000.00	100.00
Expense Total		8,910,776.00	70,327.34	231,137.32	8,679,638.68	97.4061
Grand Total		8,910,776.00	70,327.34	231,137.32	8,679,638.68	0.9741

General Ledger
Revenue vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
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Period 03 - 03
Fiscal Year 2025

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
500	March Inland Port Fund					
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-206,585.71	-619,757.13	-1,834,602.87	25.25
500-00-40300-00	PERMIT FEES	-6,000.00	0.00	0.00	-6,000.00	0.00
500-00-40500-00	GRANTS FEDERAL	-360,000.00	0.00	0.00	-360,000.00	0.00
500-00-40500-05	FAA Grant - TW G Realignment	-3,686,781.00	0.00	0.00	-3,686,781.00	0.00
500-00-40500-10	FAA AP-5 Pavement Resurfacing	-107,557.00	0.00	0.00	-107,557.00	0.00
500-00-40600-00	INTEREST INCOME	-223,600.00	0.00	0.00	-223,600.00	0.00
500-00-44050-02	Fuel Flowage Fees	-395,888.00	0.00	-80,224.94	-315,663.06	20.26
500-00-44050-04	Aircraft landing Fees	-281,010.00	-26,809.90	-104,113.98	-176,896.02	37.05
500-00-44050-14	Ramp Use Fees	-3,000.00	0.00	-329.73	-2,670.27	10.99
500-00-44050-16	Security Fees	-1,000.00	0.00	0.00	-1,000.00	0.00
500-00-44050-18	Vendor Surcharges	-190,000.00	-198.00	-13,640.05	-176,359.95	7.18
500-00-44050-20	Aircraft Tie Down	-3,450.00	0.00	0.00	-3,450.00	0.00
500-00-44050-22	Airplane Parking Fees	-10,000.00	0.00	-513.00	-9,487.00	5.13
	Revenue Total	7,722,646.00	233,593.61	818,578.83	6,904,067.17	10.5997
	Grand Total	7,722,646.00	233,593.61	818,578.83	6,904,067.17	0.106

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (3)

Meeting Date: November 6, 2024

Action: **APPROVE AUGUST 2024 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the month of August 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 August 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(s): 1) Listing of checks disbursed in August 2024 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005269	Automate	Automated Gate Services, Inc.	08/01/2024	295.00
5005270	COSCO	Cosco Fire Protection Inc.	08/01/2024	914.00
5005271	DesignAi	Design Air, LLC	08/01/2024	150.00
5005272	FRONTIER	Frontier Communications	08/01/2024	832.68
5005273	GRAINGER	Grainger	08/01/2024	171.84
5005274	AAAE	American Association of Airport Executive:	08/01/2024	275.00
5005275	WMWD	Western Municipal Water District	08/01/2024	188.03
5005276	PaulAHan	Paul A Haney & Associates LLC	08/01/2024	5,000.00
5005277	BRIGHT	BrightView Landscape Services, Inc.	08/01/2024	8,036.94
5005278	CanonF	Canon Financial Services, Inc.	08/01/2024	245.60
5005279	William2	Grace Martin	08/07/2024	241.50
5005280	ALLFOUR	All Four Construction	08/08/2024	5,985.00
5005281	MGS	M.G.S.	08/08/2024	1,552.31
5005282	Million	Million Air, Riverside	08/08/2024	4,432.98
5005283	SCE4	Southern California Edison	08/08/2024	825.71
5005284	Marathon	Marathon HVAC Services	08/08/2024	199.00
5005285	CanonF	Canon Financial Services, Inc.	08/08/2024	2,840.51
5005286	WASTEM	WM Corporate Services, Inc.	08/08/2024	241.78
5005287	JanPro	Commerical Cleaning Solutions, Inc.	08/08/2024	200.00
5005288	C&S	C & S Engineers, Inc.	08/14/2024	28,802.88
5005289	BESTBE	Best Best & Krieger, LLP	08/14/2024	15,068.63
5005290	FRONTIER	Frontier Communications	08/15/2024	822.00
5005291	GRAINGER	Grainger	08/15/2024	102.91
5005292	LeLand	Leland Saylor Associates	08/15/2024	3,296.00
5005293	Million	Million Air, Riverside	08/15/2024	94.89
5005294	IndustFi	Brenton S. Davis Industrial Fire Protection	08/15/2024	1,210.00
5005295	WMWD	Western Municipal Water District	08/15/2024	444.18
5005296	SoCANews	Southern California News Group	08/15/2024	3,050.16
5005297	BRIGHT	BrightView Landscape Services, Inc.	08/15/2024	1,342.00
5005298	TroyA	Troy Alarm Inc.	08/15/2024	296.94
5005299	BankofAm	Bank Of America	08/22/2024	9,256.13
5005300	Montg	Montgomery Plumbing	08/22/2024	1,515.00
5005301	Marathon	Marathon HVAC Services	08/22/2024	4,415.00
5005302	PaulAHan	Paul A Haney & Associates LLC	08/22/2024	5,000.00
5005303	HOMEDE	Home Depot Credit Services	08/22/2024	102.23
5005304	CanonF	Canon Financial Services, Inc.	08/22/2024	245.60
5005305	WMWD2	Western Municipal Water District	08/22/2024	1,128.86
Report Total (37 checks):				108,821.29

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005306	FRONTIER	Frontier Communications	09/09/2024	840.22
5005307	MGS	M.G.S.	09/09/2024	1,906.00
5005308	Million	Million Air, Riverside	09/09/2024	172.88
5005309	AMCG	Aviation Management Consulting Group	09/09/2024	6,159.00
5005310	SCE4	Southern California Edison	09/09/2024	894.01
5005311	JanPro	Commerical Cleaning Solutions, Inc.	09/09/2024	200.00
5005312	BankofAm	Bank Of America	09/19/2024	4,665.70
5005313	FRONTIER	Frontier Communications	09/19/2024	848.53
5005314	StaplesA	Staples Business Credit	09/19/2024	64.34
5005315	DEGUIRE	DeGuire Weed Abatement	09/19/2024	4,330.00
5005316	WMWD	Western Municipal Water District	09/19/2024	444.18
5005317	HOMEDE	Home Depot Credit Services	09/19/2024	47.30
5005318	BRIGHT	BrightView Landscape Services, Inc.	09/19/2024	1,342.00
5005319	CanonF	Canon Financial Services, Inc.	09/19/2024	245.60
5005320	WASTEM	WM Corporate Services, Inc.	09/19/2024	241.78
5005321	WMWD2	Western Municipal Water District	09/19/2024	1,072.26
Report Total (16 checks):				23,473.80

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

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (4)***

Meeting Date: November 6, 2024

Action: **APPROVE AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATION AGREEMENT (ENA) WITH RIVERSIDE COUNTY SHERIFF'S OFFICE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 1 to the Exclusive Negotiation Agreement (ENA) with Riverside County Sheriff's Office and authorize the Chief Executive Officer to execute the Amendment.

Background:

On March 22, 2023, Sheriff Chad Bianco and his administrative team made a presentation to the Commission introducing the Riverside County Sheriff's Department aviation operations and expressed interest in relocating their aviation unit to March.

As a follow up to their presentation in March, at their August 23, 2023 meeting the Commission approved an Exclusive Negotiation Agreement (ENA) that would allow the Sheriff's Department to complete their due diligence on a portion of the airport's Parcel D-1 generally depicted within the attached ENA, Exhibit A. The ENA allowed for an evaluation period of 12 months, with an option to extend the evaluation period to an additional 60 days if needed. The evaluation period, with extension, is expiring and the Sheriff's Department is now requesting a two year extension to their ENA. By executing the amended agreement, the County and MJPA would not amend previously agreed upon terms. However, the agreement would add the assessment of an existing parking lot area that the Sheriff wishes to use exclusively for their operations.

Terms will remain as follows: (a) Discuss and consider the terms for joint or separate acquisition of the Airport Property for the Project. (b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require. (c) Prepare a proposed time schedule for commencement and completion of the Project. The execution of this agreement does not constitute an approval of a project. As there are no active proposals considered within the property of interest, staff recommends approval of the ENA amendment with the Riverside County Sheriff Department and authorize the Chief Executive Officer to finalize and execute the agreement.

Attachment(s): Exclusive Negotiation Agreement (ENA) Amendment No. 1

**AMENDMENT NO. 1 TO
EXCLUSIVE NEGOTIATION AGREEMENT (Airport Property)**

This Amendment No. 1 to the Exclusive Negotiation Agreement (Airport Property) for is made and entered into as of November 6, 2024 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and the County of Riverside, a political subdivision of the State of California, (“County”). MJPA and County are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the County have entered into an agreement, dated August 23, 2023, for the purposes of providing a period of time for the County to negotiate with the MJPA regarding a lease agreement of Airport Property (the “Original Agreement”)

B. WHEREAS, on or about September 12, 2024, the Negotiation Period, as that term is defined in the Original Agreement, was extended pursuant to Section 2(b) of the Original Agreement.

C. WHEREAS, as part of the development of the Airport Property, the Parties are also negotiating the development of related parking facilities.

D. WHEREAS, due to the need to negotiate the development of related parking facilities, the Parties desire to amend the Original Agreement in order to extend the Negotiation Period.

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

AGREEMENT

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

2. Amendment to Recital A of the Original Agreement. Recital A of the Original Agreement shall be amended to read as follows:

“A. MJPA owns certain real property located in the County of Riverside, California as more specifically described in Exhibit A and Exhibit A-1 attached to this Agreement. The properties described in Exhibits A and A-1 shall be collectively referred to as the “**Airport Property**”.”

3. Amendment to Recital C of the Original Agreement. Recital C of the Original Agreement shall be amended to read as follows:

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

4. Amendment to Section 2(a) of the Original Agreement. Section 2(a) of the Original Agreement shall be amended to read as follows:

“(a) Effective Date. The rights and duties of MJPA and County established by this Agreement shall commence on **October 22, 2023** and shall continue in effect until November 7th, 2026 (“**Negotiation Period**”), subject to the provisions of Section 2(b).”

5. Amendment to Section 2(b) of the Original Agreement. Section 2(b) of the Original Agreement shall be amended to read as follows:

“(b) Extension of the Negotiation Period. The Negotiation Period may be extended up to two additional (60) day terms upon the mutual written agreement of MJPA’s Executive Director or his or her designee and County, provided that County submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA’s Executive Director may also modify the deadlines for any remaining actions to be taken by either MJPA or County, within such extended Negotiation Period. On or about September 14, 2024, the Parties exercised the first extension of the Negotiation Period as outlined by this Section 2(b).”

6. Addition of Exhibit A-1 to the Original Agreement. Exhibit A-1 is hereby added to the Original Agreement. Exhibit A-1 is hereby attached hereto to this Amendment No. 1 and incorporated herein by this reference.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT
(Airport Property)**

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

**MARCH INLAND PORT
AIRPORT AUTHORITY**

COUNTY OF RIVERSIDE

APPROVED BY:

APPROVED BY:

Grace I. Martin, DPPD
Chief Executive Officer

Remon Tadrous, Director
Project Management Office

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh Tran
County Counsel

Best Best & Krieger LLP
General Counsel

Ryan Yabko
Deputy County Counsel

JPC 11-06-24

EXHIBIT "A-1"

Depiction of Parking Property

[ATTACHED]

**Sheriff's ENA Amendment 1
for Assessment**



Parking Lot

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (5)

Meeting Date: November 6, 2024

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR HVAC REPLACEMENT FOR MARCH INLAND PORT AIRPORT**

Motion: Move to authorize advertising a Request for Proposals (RFP) for HVAC replacement for March Inland Port Airport.

Background:

The March Inland Port Airport Authority (MIPAA) is responsible for the operations and maintenance of the Airport Authority. The original HVAC system in the general aviation terminal was originally installed with the completion of the terminal on February 24, 2015. This system has not been updated since that time and major malfunctions have occurred over the past few years with the latest outages lasting fourteen (14) days during the months of July and August. The replacement of the full system is required.

Staff is requesting authorization to advertise a Request for Proposals (RFP) for the full replacement of the HVAC system at the March Inland Port Airport general aviation terminal at 17405 Heacock Street, Moreno Valley, CA. 92551.

Attachment: None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (6)

Meeting Date: November 6, 2024

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES FOR MARCH INLAND PORT AIRPORT**

Motion: Move to authorize advertising a Request for Proposals (RFP) for landscape maintenance services for March Inland Port Airport.

Background:

The March Inland Port Airport Authority (MIPAA) is responsible for the operations and maintenance of approximately 350-acres of airport properties. Given the proximity of civilian operations to MARB flying facilities, the mitigation of potential BASH issues is critical throughout the year and especially during the months leading up to rainy seasons. As such, ongoing landscape maintenance such as mowing, trimming, shrub detail, rodent control, fertilizing, weed abatement and repairs to the irrigation system are needed at the airport.

Staff is requesting authorization to advertise a Request for Proposals (RFP) to obtain on-call landscape maintenance services for the March Inland Port Airport Authority.

Attachment(s): 1) None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (7)

Meeting Date: November 6, 2024

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR THE APRON RECONSTRUCTION PAVEMENT MANAGEMENT PLAN (PMP) PHASES 14 AND 15 PROJECT**

Motion: Move to authorize a Request for Proposals (RFP) for the Apron Reconstruction Pavement Management Plan (PMP) Phases 14 and 15 Project.

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

On September 09, 2024, the MIPAA received a Federal Aviation Administration (FAA) grant offer (3-06-0201-018-24) to design the Taxiway G Realignment and Apron Project. The project would better accommodate the existing Group V aircraft which currently park on the air cargo apron. In its current configuration, the Group V aircraft encroach onto the Taxiway Object Free Area while parked. The reconstruction of Pavement Management Areas 14 and 15 would improve the pavement condition index which is currently identified as poor in the PMP. Due to limited FAA funding, staff are pursuing the reconstruction of PMP Phases 14 and 15 and will pursue the other phases in future fiscal years.

The proposed construction would consist of the following improvements:

- Demolition of existing bituminous and concrete pavement
- Construction of a new PCC full strength pavement section (13,950 square yards) and bituminous shoulder pavement section, including joint sealing.
- Miscellaneous site grading and turf restoration, as needed.
- Installation of taxiway pavement markings.

Construction is proposed to begin in April 2025 after the March Field Air Show and completed by August 1, 2025. Contractor parking, stockpile and staging of equipment for this project will occur on the D-1 parcel as shown in the Construction Safety and Phasing Plan (Attachment 1).

The project would be funded by AIP Grant 3-06-021-019-2025 upon selection of the most qualified, most responsive low bidder. The engineer's estimate for this project is \$5,916,800.00.

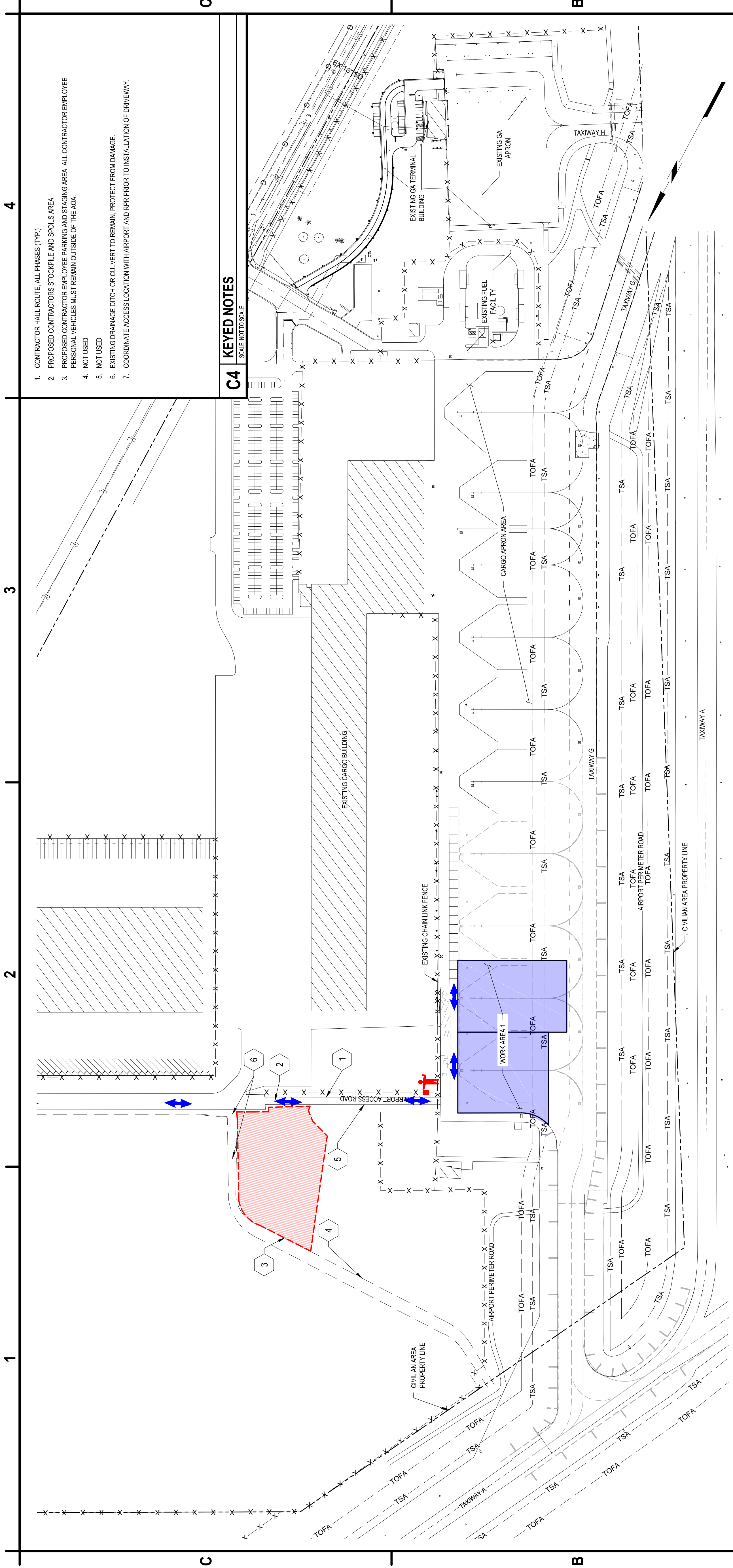
The grant will pay 90% of the costs. The remaining 10% will be paid by MIPAA with revenues derived from aviation fees and ground leases. The design is complete and bid documents have been prepared for advertisement.

Recommendation:

Staff requests authorization to advertise a Request for Proposal (RFP) for construction.

Attachment(s):

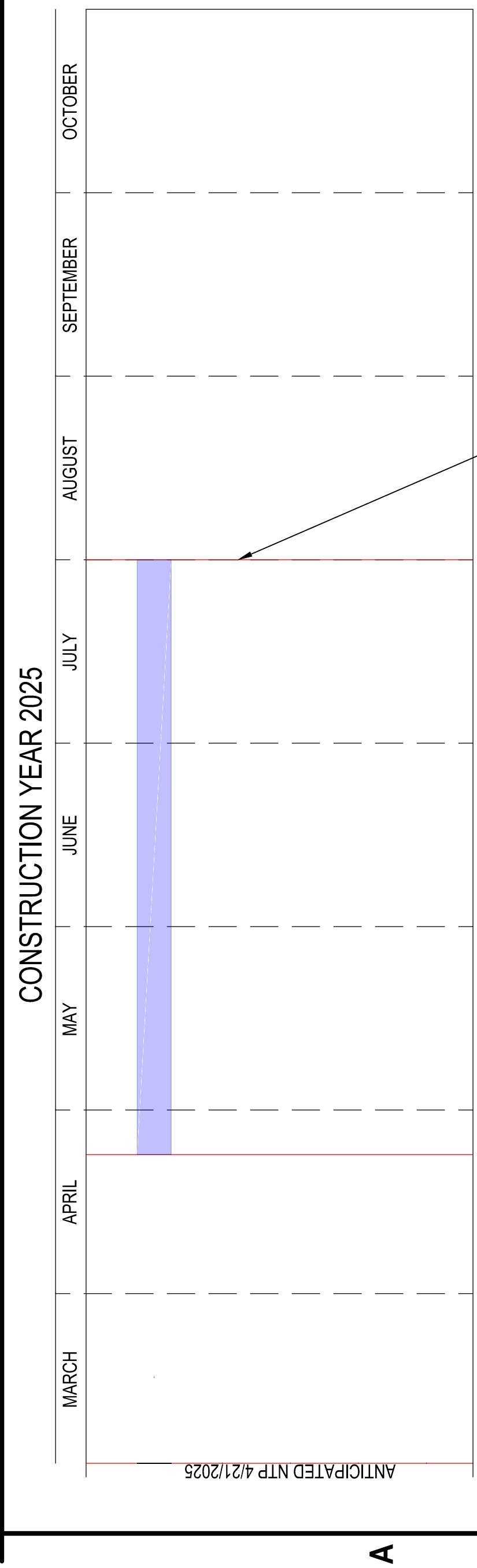
1. Construction Safety and Phasing Plan



1. CONTRACTOR HAUL ROUTE. ALL PHASES (TYP.)
2. PROPOSED CONTRACTORS STOCKPILE AND SPOILS AREA
3. PROPOSED CONTRACTOR EMBL/ONLINE PARKING AND STAGING AREA. ALL CONTRACTOR EMPLOYEE PERSONAL VEHICLES MUST REMAIN OUTSIDE OF THE AOA.
4. NOT USED
5. NOT USED
6. EXISTING DRAINAGE DITCH OR CULVERT TO REMAIN. PROTECT FROM DAMAGE.
7. COORDINATE ACCESS LOCATION WITH AIRPORT AND RPR PRIOR TO INSTALLATION OF DRIVEWAY.

C4 KEYED NOTES
SCALE: NOT TO SCALE

B1 CONSTRUCTION SAFETY PHASING PLAN - OVERALL
SCALE: 1" = 30'



- SCHEDULE NOTES:**
1. MILESTONE CALENDAR DAYS ARE TIED TO LIQUIDATED DAMAGES PER ARTICLE 4 OF THE CONSTRUCTION CONTRACT.
 2. COORDINATE TAXIWAY CLOSURES AND TRAFFIC CONTROL WITH MARCH JPA OPERATIONS. WORK MAY NEED TO BE PERFORMED AT NIGHT.
 3. THIS ANTICIPATED CONSTRUCTION SCHEDULE IS BASED ON EXPECTED GRANT TIMELINES FROM THE FAA. THE NTP DATE AND ALL SUCCESSIVE DATES ARE TENTATIVE UNTIL THE FAA HAS AWARDED A GRANT FOR THIS PROJECT.
- MILESTONE AT 120 CALENDAR DAYS FROM PHASE 1A LIMITED NTP. SUBSTANTIAL COMPLETION OF ALL PHASES**

- NOTES:**
1. NO GATE SHALL BE LEFT OPEN. SEE SECURITY REQUIREMENTS AS DESCRIBED IN "ATTACHMENT A" SECTION 70.
 2. A CONTRACTOR SIGN-IN SHEET FOR ACCESS TO THE SECURED AREAS SHALL BE PROVIDED AND UTILIZED BY THE CONTRACTOR AS DIRECTED BY THE OWNER.
 3. THE CONTRACTOR SHALL HAVE NO ACCESS TO THE AIRPORT PERIMETER ROAD WITHOUT PRIOR APPROVAL FROM THE OWNER.
 4. THE FINAL LOCATION OF THE CONTRACTOR/ENGINEER'S FIELD OFFICE SHALL BE AS DIRECTED BY THE OWNER. THE TRAILER SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT WHEN APPROVED BY THE ENGINEER.
 5. ALL CONSTRUCTION WATER USED ON THE PROJECT MUST BE RECLAIMED. PER MARCH JOINT POWERS AUTHORITY REQUIREMENTS.
 6. A POTABLE WATER SOURCE WILL BE MADE AVAILABLE TO THE CONTRACTOR NEAR THE STAGING AREA AND A METER SHALL BE INSTALLED BY THE CONTRACTOR.

THIS PLAN IS TO BE PRINTED IN COLOR

C&S Companies, Inc.
2355 Northside Drive
Suite 350
San Diego, California 92108
Phone: 619-296-9373
Fax: 619-296-0344
www.cscos.com

FINAL DESIGN



APRON RECONSTRUCTION PROJECT
MARCH INLAND PORT MARCH JOINT POWERS AUTHORITY
MORENO VALLEY, CALIFORNIA

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO.	H78.012.007	
DATE:	OCTOBER 2024	
DRAWN BY:	E. ALAZZAVE	
DESIGNED BY:	E. ALAZZAVE	
CHECKED BY:	K. GETHERS	
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.		

CONSTRUCTION SAFETY PHASING PLAN - OVERALL

GC101
SHEET NO. 5 OF 19

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (8)

Meeting Date: November 6, 2024

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR THE AP-5 CRACK SEAL PROJECT**

Motion: Move to authorize a Request for Proposals (RFP) for the AP-5 Crack Seal Project.

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

On October 03, 2024, MIPAA submitted an application to the Federal Aviation Administration (FAA) 3-06-0201-020-2025 for the design and construction of the AP-5 Crack Seal project. The project scope generally consists of the joint and crack repair of the apron pavement identified in the Pavement Management Program dated April 2022 as area “AP-5”. This area is in the northeastern corner of the existing cargo apron that is showing signs of pavement fatigue and cracking. The proposed construction would address the cracking and routing and sealing of all the cracks, as well as completing isolated pavement repairs for spalled concrete patches. The project repair area is proposed at 50’ x 350’. Construction is proposed to begin in May 2025 and complete within 14 days. Contractor parking, stockpile and staging of equipment for this project will occur on the D-1 parcel as shown in the Construction Safety and Phasing Plan (Attachment 1).

The project would be funded by AIP Grant 3-06-0201-020-2025 upon selection of the most qualified, most responsive low bidder. The engineer’s estimate for this project is \$198,000. The grant will pay 90% of the costs. The remaining 10% will be paid by MIPAA with revenues derived from aviation fees and ground leases. The design is complete and bid documents have been prepared for advertisement.

Recommendation:

Staff requests authorization to advertise a Request for Proposal (RFP) for construction.

Attachment(s): Construction Safety and Phasing Plan

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (9)

Meeting Date: November 6, 2024

Action: **CONCUR WITH THE CONSENT REQUEST FOR ASSIGNMENT OF LEASE WITH RIVERSIDE INLAND DEVELOPMENT, LLC AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY RELATED DOCUMENTS**

Motion: Move to concur with the consent request for Assignment of Lease with Riverside Inland Development, LLC. and authorize the Chief Executive Officer to execute any related documents.

Background:

On December 16, 2020, and January 13, 2021, the March Joint Powers Commission approved, pursuant to a Certified Environmental Impact Report, 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 City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. Specifically, the approved VIP 215 Project authorized the construction of an approximate 1.87 million square-foot logistics warehouse building.

The approved Development Agreements included a Master Ground Lease. The Master Ground Lease provided for the lease of the Premises to the Developer for the purpose of developing horizontal improvements. Under Section 15.7 of the Master Ground Lease, Riverside Inland Development, LLC, had the option to maintain the Leased Premises as one parcel or subdivide it into two parcels for the purposes of developing vertical improvements for a third-party tenant. The Developer elected to maintain the Leased Premises as one parcel and on April 6, 2022, the Developer and the March JPA entered into an Individual Ground Lease which allowed the Developer to lease and occupy the property.

The Developer is now seeking to assign its interest in the property to Preylock, a special purpose and real estate entity (SPE) with over \$4 billion in assets under management and 18 million square feet of R&D office and industrial spaces throughout the U.S.

Hillwood formed a special purpose entity (SPE), Riverside Inland Development LLC, to enter into a lease transaction with JPA to construct approximately \$170M in improvements on the ground leased premises. The lease was executed with no assets other than the ground lease and completed improvements. In the unlikely event of a default by the SPE, the JPA would have the

right to terminate the ground lease, take ownership of the improvements and collect rental directly from Target that far exceeds the rental it is currently collecting under the ground lease. It is noteworthy that at no time would the JPA have a right to pursue relief from any entity other than the SPE. The assignment of the lease from one SPE to another SPE would not affect the adopted lease construct. The assignment would not modify JPA's collateral interest, remedies recourse as it has today. Review of Preylock information has been completed and staff is satisfied with submitted information and criteria and is now requesting approval of the proposed request for assignment of lease.

Attachment(s): Consent Request for Assignment of Lease

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attention: _____</p>	
--	--

APN: Space above this line for Recorder’s use

**ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT AND
ASSUMPTION OF INDIVIDUAL GROUND LEASE**

(Veterans Industrial Park 215)

This ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF INDIVIDUAL GROUND LEASE (Veterans Industrial Park 215) (this “*Agreement*”) is entered into this ___ day of _____, 2024 (“*Effective Date*”), by and between MARCH JOINT POWERS AUTHORITY, a public agency and a joint powers authority governed by the March Joint Powers Commission (“*JPA*”), RIVERSIDE INLAND DEVELOPMENT, LLC, a California limited liability company (“*Assignor*”) and PREYLOCK VIP 215, LLC, a Delaware limited liability company (“*Assignee*”). The JPA Parties, Assignor and Assignee are collectively referred to herein as the “*Parties*.”

RECITALS

A. Assignor and JPA have entered into that certain Individual Ground Lease Agreement dated as of April 6, 2022 (the “*Lease*”), a Memorandum of which was recorded in the Official Records of Riverside County on April 6, 2024 as Instrument No. 2022-0164656.

B. Assignor desires to assign, and Assignee desires to accept assignment of the Lease, pursuant to the terms of this Agreement.

C. Assignor and Assignee hereby request the JPA’s consent to the Assignment (as defined below).

D. The JPA has agreed to give such consent upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Subject to the applicable terms of the Lease, Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to, and all obligations, liabilities, duties, responsibilities, conditions and restrictions under, the Lease (the "*Assignment*").

2. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign its entire right, title and interest in the Lease to Assignee; (ii) has not transferred or conveyed its interest in the Lease to any person or entity, collaterally or otherwise except to a Mortgagee; and (iii) has full power and authority to enter into this Agreement. Assignee hereby represents and warrants that Assignee has full power and authority to enter into this Agreement.

3. Assumption. Assignee, for itself and its successors and assigns, hereby accepts the foregoing assignment, assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of Assignor arising from or under the Lease to the extent first arising from and after the Effective Date. From and after the Effective Date, Assignee releases Assignor from any and all obligations assumed by Assignee hereunder arising under the Lease and, thereafter, Assignor shall have no liability to Assignee with respect to the Lease, or any breach or default thereof or thereunder.

4. Further Actions. The Parties each, jointly and severally, covenant to take such further actions as may be necessary to effect the assignment of the Lease, including, but not limited to, the assignment of any related agreements which may affect the subject of the Lease.

5. No Greater, Diminished or Modified Rights. This Agreement shall not be construed as (i) conferring upon Assignor or Assignee any greater rights than those contained in the Lease, (ii) diminishing any rights of the JPA under the Lease, or (iii) modifying the Lease in any respect.

6. JPA's Consent and Release. In reliance upon the agreements and representations contained in this Agreement, the JPA hereby consents to the Assignment. This Agreement shall not constitute a waiver of the obligation of the Assignee under the Lease to obtain the JPA's consent to any subsequent assignment or other transfer under the Lease, nor shall it constitute a waiver of any existing defaults under the Lease. The JPA further releases Assignor from any and all liabilities and obligations contained in the Lease that occur on or after the Effective Date, which liabilities and obligations are being expressly assumed by Assignee in accordance with this Agreement; provided, however, that Assignor is not released from any liability under the Lease to the extent arising before the Effective Date. From and after the Effective Date, no default, breach, or failure by Assignee to comply with or perform any such obligations shall be attributed to Assignor.

7. Estoppel. The JPA hereby certifies to Assignee that (a) it has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated; (b) all actions required to be taken by or on behalf of the JPA to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken prior to the execution of this Agreement and the persons executing this Agreement on the JPA's behalf have been duly authorized to do so; (c) the execution and delivery hereof, and the performance by the JPA of JPA's obligations hereunder, will not violate or constitute an event of default under the

terms or provisions of any agreement, document or instrument to which the JPA is a party or by which the JPA is bound; (d) the Lease is a valid and binding obligation of the JPA and enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and (e) the JPA is not aware of any default by Assignor nor of the occurrence of any event which with notice or the passage of time would constitute a default by Assignor under the Lease. Nothing in this Section 7 shall be construed to absolve Assignor of claims, demands, liability, loss, costs, fees (including without limitation reasonable attorneys' fees) or damages arising out of or in any way related to breaches or defaults by Assignor under the Lease prior to the Effective Date which the JPA may become aware of at any time after the Effective Date.

8. Authority. Each signatory of this Agreement represents hereby that he or she has the authority to execute and deliver the same on behalf of the Party hereto for which such signatory is acting.

9. Governing Law; Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and litigated exclusively in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

10. Entire Agreement/Amendment. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Agreement. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

11. Attorneys' Fees. In the event of any litigation pertaining to this Agreement, the losing party shall pay the prevailing party's costs and expenses, including without limitation reasonable attorneys' fees whether or not the matter proceeds to litigation.

12. Recordation. Assignor shall cause this Agreement to be recorded in the Official Records of Riverside County, and shall promptly provide conformed copies of the recorded Agreement to the JPA and Assignee.

13. Address for Notices. Assignee's address for notices, demands and communications under the Lease is as follows:

PREYLOCK VIP 215, LLC
1901 Avenue of the Stars, Suite 470
Los Angeles, CA 90067

14. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of the Parties, and the Parties agree, that since they have participated in the negotiation and drafting of this Agreement, this

Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

15. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the parties have been materially altered or abridged thereby.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the date first set forth above.

JPA:

MARCH JOINT POWERS AUTHORITY,
a public agency

Date: _____

By: _____
Grace I. Martin, DPPD
Chief Executive Officer

ATTEST:

Cindy Camargo, Clerk

APPROVED AS TO FORM:

Thomas Rice of Best Best & Krieger
General Counsel

ASSIGNOR:

RIVERSIDE INLAND DEVELOPMENT LLC,
a California limited liability company

Date: _____

By: _____
Scott Morse
Executive Vice President

ASSIGNEE:

PREYLOCK VIP 215 LLC,
a Delaware limited liability company

Date: _____

By: _____

Name: _____

Title: _____

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 _____

On _____, 20_, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of the Notary Public

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20_, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of the Notary Public

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20_, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of the Notary Public

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: November 6, 2024

Report/Action: **APPROVE MARCH AIR RESERVE BASE (MARB) / MARCH INLAND PORT AIRPORT AUTHORITY (MIPAA) MEMORANDUM OF AGREEMENT (MOA) AND AUTHORIZE THE CHAIR OF THE COMMISSION TO EXECUTE THE AGREEMENT; APPROVE THE \$1,903,332 INVOICE PURSUANT TO MOA TERMS; AND ADOPT RESOLUTION MIPAA 24-03 AUTHORIZING AN FY 2024/25 MIPAA BUDGET ADJUSTMENT TO SUPPORT THE MOA**

Motion: Move to approve March Air Reserve Base (MARB) / March Inland Port Airport Authority (MIPAA) Memorandum of Agreement (MOA) and authorize the Chair of the Commission to execute the Agreement; approve the \$1,903,332 invoice pursuant to MOA terms; and adopt Resolution MIPAA 24-03 authorizing an FY 2024/25 MIPAA budget adjustment to support the MOA.

Background:

The Joint Use Agreement (JUA) between the United States Air Force (USAF) and the March Inland Port Airport Authority (MIPAA) was originally executed May 7, 1997. Since that time the JUA has been amended three times. Section 15 of the current 2014 JUA allows the March Air Reserve Base and MIPAA to hold separate negotiations and to enter into a separate written agreement, apart from the JUA, that would allow both parties to proportionally participate in major repair or construction projects that are mutually beneficial to the parties.

On October 7, 2024, March ARB formally submitted a request to engage MIPAA in discussions regarding a cost-sharing agreement that would address major costs incurred by March ARB since 2017 and as it pertains to joint use flying facilities. According to Section 15a. of the JUA, *Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities are not included under this Agreement (JUA) and any MIPAA contribution to such projects shall be the subject of separate negotiations and written agreement between the Air Force as represented by the Commander, 452 AMW, and the MIPAA at such time as the work is required.* As March ARB has not previously engaged MIPAA on cost-sharing agreements pertaining to joint use flying facilities construction and repair costs, the JUA allows for negotiations of these matters outside of the JUA. March ARB requested consideration of over \$15 million worth of

past costs to support ongoing work on flying facilities that are mutually beneficial to March ARB and MIPAA.

This item appeared before the Finance Subcommittee on October 31, 2024. Staff presented to the Commission the Memorandum of Agreement (MOA)) for cost-sharing along with the associated invoice of One Million Nine-Hundred and Three Thousand and Three Hundred and Thirty-Two Dollars (\$1,903,332), which reflects MIPAA's proportional share of flying facilities from 2017 through 2023. Staff presented several installment scenarios for the Subcommittee's consideration and based on MIPAA's current financial standing, the Subcommittee supported a single installment payment to March ARB of the invoice.

As directed by the Finance Subcommittee, staff recommends approval of the Memorandum of Agreement and associated invoice for major repair and construction costs on joint use flying facilities; and adoption of Resolution MIPAA 24-03 authorizing a single installment payment to March ARB of \$1,903,332 and an adjustment to the FY 2024/25 budget for MIPAA.

Attachment(s):

- a) MARB/MIPAA Memorandum of Agreement
- b) Major Repairs and Construction Invoice
- c) Resolution MIPAA 24-03

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES AIR FORCE

AND

MARCH INLAND PORT AIRPORT AUTHORITY

FOR

SHARING COSTS OF MAJOR REPAIRS AND CONSTRUCTION PROJECTS ON THE
JOINT USE FLYING FACILITIES AT MARCH AIR RESERVE BASE

Agreement Number: 452AMW2025_MOA134

This is a new memorandum of agreement (MOA) between the United States Air Force (USAF), represented by the Commander, 452d Air Mobility Wing (452 AMW/CC), and the March Inland Port Airport Authority, a public agency and a joint powers authority governed by the March Joint Powers Commission of the March Joint Powers Authority (MIPAA), located at 14205 Meridian Parkway, Suite 140, Riverside, CA 92518. When referred to collectively, USAF, and MIPAA are referred to as the “Parties”.

1. BACKGROUND. On 19 March 2014, the Parties signed a Joint Use Agreement (JUA) establishing their rights and responsibilities relating to the Joint Use Flying Facilities (JUFF) at March Air Reserve Base (March ARB). Pursuant and subject to the JUA, the USAF authorized MIPAA to use the JUFF at March ARB for the purpose of conducting civil aircraft operations. The JUA allows the Air Force as represented by 452 AMW/CC, and MIPAA as represented by the Chair of the Commission, to enter into a separate agreement for major repair and/or construction costs associated with “Joint Use Projects” as defined in the JUA. Since the effective date of the JUA, the USAF has appropriated more than Fifteen Million Dollars (\$15,000,000) worth of major repairs and construction projects on the JUFF. As the Parties have not previously entered into a cost sharing agreement, this MOA is to address cost sharing pursuant to the JUA, which would allow MIPAA to reimburse the USAF for its proportional cost share of JUFF projects.

2. AUTHORITIES.

2.1. Air Force Policy Directive 10-10, *Joint Use of Military and Civilian Flying Facilities*, 10 July 2018

2.2. Air Force Instruction 10-1002, *Joint Use Agreements for Military and Civilian Flying Facilities*, 8 August 2018

2.3. Joint Use Agreement, 19 March 2014, paragraph 15.a

2.4. Department of Defense Instruction 4000.19, *Support Agreements*, 16 December 2020

3. PURPOSE AND SCOPE. Pursuant to paragraph 15.a. of the JUA, this MOA establishes procedures for sharing the costs of major repairs and construction projects on the JUFF initiated and completed since the effective date of the JUA. Major repairs and construction projects for the JUFF, as agreed to by the Parties, may include, but are not limited to, major rubber removal contracts (outside of regular annual maintenance), joint repair, and slab repair.

4. RESPONSIBILITIES OF THE PARTIES.

4.1. The USAF will—

4.1.1. Provide MIPAA an invoice with a list of major repairs and construction projects for the March ARB JUFF initiated and completed since the effective date of the JUA. The invoice will include the total cost of each project and a calculation of MIPAA's proportional cost share as agreed to by the Parties.

4.1.1.1 MIPAA's proportional share will be calculated as the number of civil aircraft operations at March ARB in a given year divided by the total sum of civil and military aircraft operations at March ARB in the same year. The term "civil aircraft operations" includes general aviation and air cargo but does not include 'official government business' related operations as defined within the JUA. The number of aircraft operations will be calculated based on March ARB Air Traffic Control Tower data and as confirmed by MIPAA.

4.1.1.2. Costs will be adjusted for inflation based upon the *Consumer Price Index-All Items*, utilizing the following methodology:

Current Year Inflation adjustment = (Current Year's average annual inflation INDEX – Previous Year's average annual inflation INDEX) / (Previous Year's average annual inflation INDEX).

4.1.1.3. At the request of MIPAA, the USAF may allow the repayment for costs incurred by USAF for major repairs and construction projects for the March ARB JUFF into installment payments.

4.2. MIPAA will—

4.2.1. Upon receiving an invoice from the USAF, review the invoice and confirm the calculations.

4.2.2. Once the Parties agree to the invoice, remit payment following the procedures prescribed in the invoice within forty-five (45) days except where a repayment plan is approved in accordance with Section 4.1.1.3.

5. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS.

6.1 POINTS OF CONTACT AND CORRESPONDENCE. The following POCs will be used by the Parties to communicate matters concerning this MOA. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to the POCs. Each Party may change its POC(s) upon reasonable notice to the other Party.

6.1.1. For USAF: Col Biren Oberoi, Deputy Commander, 452 AMW, biren.oberoi.1@us.af.mil, 951-655-4520.

6.1.2. For MIPAA: Dr. Grace Martin, CEO, March JPA, martin@marchjpa.com; 951-656-7000.

6.2. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.3. EXPIRATION DATE. This MOA expires on 30 May 2025, though any payment obligations associated with payment plans under Section 4.1.1.3 shall survive the expiration.

6.4. REVIEW OF AGREEMENT. The Parties agree that a scheduled review of the MOA is unnecessary.

6.5. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.6. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.7. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.8. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.9. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.10. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy

or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.11. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.12. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS.

7.1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING AND PAYMENT. The USAF will bill MIPAA in accordance with its procedures and payments will be remitted by MIPAA pursuant to Section 4 of this Agreement.

AGREED

For the United States Air Force

For the March Inland Port Airport Authority

BRYAN BAILEY, Colonel, USAF
Commander
452d Air Mobility Wing

EDWARD A. DELGADO
Chairman

Date

Date

Request for Billing Payment

Receivables from Public

NOTE: Please load targets within the accounting system based upon estimated amounts referenced on Billing Request Letter

Date: 07 Oct 2024 SDN:

To: Dr. Grace I. Martin, CEO
C/O March Joint Powers Authority
14205 Meridian Parkway, Ste 140
Riverside, CA 92518

From: March Air Reserve Base 452d Air Mobility Wing, Financial Management 1261 Graeber St Bldg 2313	Customer: March Inland Port Airport Authority/March Joint Powers Authority 14205 Meridian Parkway Suite 140						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">March ARB</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92518</td> </tr> </table>	March ARB	CA	92518	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">Riverside</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92518</td> </tr> </table>	Riverside	CA	92518
March ARB	CA	92518					
Riverside	CA	92518					
Ms. Eve Hohn, Comptroller	Dr. Grace I. Martin, Chief Executive Officer						

Time Period (PoP)	DOV (if applicable)	LOA	Purpose	Amount
FY17				\$116,381
FY18				\$1,286,231
FY21				\$185,482
FY22				\$142,306
FY23				\$172,932
			Total	\$1,903,332

Additional Information: Fiscal Year (FY) 2017 through FY23 Sustainment Cost Share for joint use of March ARB airfield and facilities.

Please make your checks payable to: DSSN 3801, and forward your payment with the request for advance payment to:

DFAS INDY-DISBURSING OPERATIONS
C/O 3801 COLUMBUS FIELD SITE
8899 E 56TH STREET
INDIANAPOLIS, IN 46249-8600

Final remittance instructions will be sent shortly. Please communicate with Base Leadership for final instructions before remitting payment(s).

 Colonel Bryan M. Bailey
 Commander

RESOLUTION MIPAA 24-03

A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY AMENDING THE FY 2024/2025 ANNUAL BUDGET

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

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

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

WHEREAS, when the MIPAA primary funding source cannot cover its expenses it relies on support from the MJPA in the form of a loan that will be repaid to the MJPA from future airport revenues; and

WHEREAS, a one-year budget for the MIPAA was approved on June 12, 2024.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Airport Commission of the March Inland Port Airport Authority at its regular session assembled on November 6, 2024, that in all matters provided for in the Joint Powers Agreement creating the March Inland Port Airport Authority, that the FY 2024/2025 one-year budget for fiscal year 2024 through 2025 for the MIPAA, originally adopted by the Commission by Resolution #MIPAA 24-02 on June 12, 2024, for the time period from July 1, 2024 through June 30, 2025, is hereby amended by the Joint Powers Commission and attached hereto as Exhibit A; and

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

PASSED, APPROVED, and ADOPTED this 6th day of November, 2024.

Michael Vargas, Vice Chair
March Inland Port Airport Authority Commission

ATTEST

I, Cindy Camargo, Clerk to the March Inland Port Airport Authority Commission, do hereby certify that the foregoing resolution MIPAA 24-03 was duly and regularly adopted by the Commission at its regularly scheduled meeting on November 6, 2024.

Ayes:

Noes:

Abstain:

Absent:

Date: November 6, 2024

Cindy Camargo, Clerk
March Inland Port Airport Authority Commission

EXHIBIT 'A'

**March Inland Port Airport Authority
FY 2024/25 Budget Amendment**

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2024-2025 PROPOSED BUDGET

Fund	Dept	Acct	Sub Acct	Description	FY23-24 Final Budget	FY23-24 Actuals (through 4/30/24)	Projected FY23-24 (using 10-month actuals)	Proposed 2024-2025 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY				
		REVENUE						
				OPERATING REVENUE:				
	00	40100	00	500-00-40100-00 LEASE REVENUE	\$ 2,454,360	\$ 2,237,922.07	\$ 2,476,077	\$ 2,454,360
	00	40300	00	500-00-40300-00 PERMIT FEES	6,000	3,000	3,600	6,000
	00	40600	00	500-00-40600-00 INTEREST INCOME	12,000	52,191	62,629	223,600
	00	44050	02	500-00-44050-02 FUEL FLOWAGE FEES	395,888	241,785	290,141	395,888
	00	44050	04	500-00-44050-04 AIRCRAFT LANDING FEES	281,010	203,573	244,288	281,010
	00	44050	22	500-00-44050-22 AIRPLANE PARKING FEES	10,000	9,362	11,234	10,000
	00	44050	16	500-00-44050-16 SECURITY FEES	500	500	500	1,000
	00	44050	18	500-00-44050-18 SURCHARGES ON VENDORS	190,000	108,906	130,688	190,000
	00	44050	20	500-00-44050-20 AIRCRAFT TIE DOWN	-	2,409	2,891	3,450
	00	44050	14	500-00-44050-14 RAMP USE FEES	3,000	629	755	3,000
				TOTAL OPERATING REVENUE	3,352,758	2,860,277	3,222,803	3,568,308
				CAPITAL PROJECTS REVENUE:				
	00	40500	00	500-00-40500-00 Master plan/PMP AIP 15 (761,726 MP/94, 389 PMP)	621,115	106,116	127,339	360,000
	00	40500	05	500-00-40500-05 FAA Grant Design - TW G Realignment and Apron Rehab	972,000	-	-	931,431
	00	40500	05	500-00-40500-05 FAA Grant Construction - TW G Realignment and Apron Rehab	-	-	-	2,755,350
	00	40500	10	500-00-40500-10 FAA Grant (AP- 5 Crack Seal)	-	-	-	107,557
				TOTAL CAPITAL PROJECTS REVENUE	1,593,115	106,116	127,339	4,154,338
				TOTAL REVENUE	4,945,873	2,966,393	3,350,143	7,722,646

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2024-2025 PROPOSED BUDGET

Fund	Dept	Acct	Sub Acct	Description	FY23-24 Final Budget	FY23-24 Actuals (through 4/30/24)	Projected FY23-24 (using 10-month actuals)	Proposed 2024-2025 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY				
		EXPENSES						
				OPERATING EXPENSES				
		Personnel						
	10	50100	05	500-10-50100-05 Salaries and Wages	508,548	396,562	490,981	460,344
	10	50100	10	500-10-50100-10 Benefits	70,377	43,627	54,014	69,661
	10	50100	15	500-10-50100-15 PERS Contributions	53,809	26,594	32,926	39,971
	10	50100	20	500-10-50100-20 Medicare Tax	8,288	5,943	7,358	7,685
	10	50100	30	500-10-50100-30 Workers Compensation Ins.	7,915	6,632	8,212	7,200
	10	50100	99	500-10-50100-99 Unfunded Accrued Liability	54,605	25,165	31,157	80,324
				Total Personnel	703,542	504,524	624,649	665,185
		Operations						
	10	50150	02	500-10-50150-02 Mileage Reimbursement	1,700	-	-	1,700
	10	50150	06	500-10-50150-06 Periodicals/Memberships	3,650	1,485	1,782	3,650
	10	50150	08	500-10-50150-08 Education/Training (Seminars)	5,000	4,095	4,914	5,000
	10	50150	12	500-10-50150-12 Travel	5,000	5,987	7,184	6,000
	10	50150	16	500-10-50150-16 Office Supplies	1,500	1,151	1,381	1,500
	10	50150	18	500-10-50150-18 Telephone & Internet Expense	20,500	15,436	18,523	20,500
	10	50150	20	500-10-50150-20 Mobile Phones	2,500	645	774	2,500
	10	50150	24	500-10-50150-24 Postage	100	-	-	100
	10	50150	26	500-10-50150-26 Liability Insurance - PERMA	28,000	22,982	27,579	32,200
	10	50150	30	500-10-50150-30 Printing - Outside	250	870	1,044	1,000
	10	50150	32	500-10-50150-32 Office Equipment Leases	3,200	1,765	2,118	3,200
	10	50150	34	500-10-50150-34 Office Equipment Maintenance	9,000	4,576	5,491	9,000
	10	50150	36	500-10-50150-36 Advertisement	3,500	2,161	2,593	3,500
	10	50150	38	500-10-50150-38 Production/Artwork	1,000	-	-	1,000

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2024-2025 PROPOSED BUDGET

Fund	Dept	Acct	Sub Acct	Description	FY23-24 Final Budget	FY23-24 Actuals (through 4/30/24)	Projected FY23-24 (using 10-month actuals)	Proposed 2024-2025 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY				
	10	50150	40	500-10-50150-40 Promotional Activities	15,000	1,516	9,819	15,000
	10	50150	42	500-10-50150-42 Bank Fees	-	1,991	2,389	3,000
	10	50150	47	500-10-50150-47 Office Rent	4,600	3,890	4,668	4,830
	10	50150	48	500-10-50150-48 Office Utilities	10,500	9,412	11,295	11,030
	10	50150	50	500-10-50150-50 Depreciation	778,698	-	778,698	803,000
	10	50175	00	500-10-50175-00 Interest Expense	104,500	-	104,500	104,500
	10	50300	06	500-10-50300-06 Computer Software and Hardware	7,000	-	1,800	7,000
				Total Operations	1,005,198	77,962	986,553	1,039,210
				Professional Services				
	10	50200	02	500-10-50200-02 General Legal Services (10%)	100,000	27,739	33,287	100,000
	10	50200	06	500-10-50200-06 Legal Litigation	800,000	-	-	800,000
	10	50200	04	500-10-50200-04 Special Legal Services	100,000	63,766	76,519	100,000
	10	50200	12	500-10-50200-12 Environmental Review	30,000	-	-	30,000
	10	50200	14	500-10-50200-14 Annual Audit	15,000	-	8,000	15,000
	10	50200	01	500-10-50200-01 General Consulting	25,000	2,201	2,641	25,000
	10	50200	15	500-10-50200-15 Financial Consulting	-	-	-	-
	10	50200	26	500-10-50200-26 Aviation Planning	35,000	3,368	4,042	35,000
	10	50200	20	500-10-50200-20 Lobbyist	-	-	-	13,000
				Total Professional Services	1,105,000	97,075	124,489	1,118,000
				Facilities Management				
	20	51150	00	500-20-51150-00 Property Insurance - PERMA	79,000	77,057	77,057	90,850
	20	51155	00	500-20-51155-00 Airside Liability Insurance	50,000	31,124	37,349	50,000
	20	51200	00	500-20-51200-00 Building Maintenance	50,000	10,268	12,322	50,000
	20	51250	00	500-20-51250-00 Grounds Maintenance	22,000	10,764	12,917	22,000
	20	51300	00	500-20-51300-00 Equipment Maintenance	2,000	375	450	2,000

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2024-2025 PROPOSED BUDGET

Fund	Dept	Acct	Sub Acct	Description	FY23-24 Final Budget	FY23-24 Actuals (through 4/30/24)	Projected FY23-24 (using 10-month actuals)	Proposed 2024-2025 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY				
	20	51350	00	500-20-51350-00 Utilities	32,000	14,284	17,141	25,000
	20	52150	00	500-20-52150-00 Ramp Maintenance	175,000	-	-	175,000
	20	52175	00	500-20-52175-00 Taxiway Maintenance	175,000	-	-	175,000
	20	52200	00	500-20-52200-00 Obstruction Lighting	8,000	-	-	8,000
	20	52300	00	500-20-52300-00 Airport Equip. Maintenance	2,000	-	-	2,000
	20	55005	00	500-20-55005-00 Fuel Facility O & M	15,000	-	-	15,000
	20	54020	00	500-20-54020-00 Vehicle Maintenance & Fuel	3,500	2,208	2,649	3,600
	20	55000	00	500-20-55000-00 Environmental Fees	25,000	4,792	12,750	18,000
	20	51325	00	500-20-51325-00 Airport Security	230,000	-	-	230,000
	20	55010	00	500-20-55010-00 Airfield Ops and Maintenance	43,000	-	-	43,000
	20	55015	00	500-20-55015-00 Air Force Payments (JUA)	137,000	46,145	92,290	391,000
	20	55015	00	500-20-55015-00 Air Force Payments (JUA) Payment Plan	-	-	-	1,903,332
				Total Facilities Management	1,048,500	197,019	264,926	3,203,782
				Improvements				
	23	56005	00	500-23-56005-00 Traffic Signals	15,000	-	-	-
	23	56010	00	500-23-56010-00 Signage	1,000	300	360	2,000
	23	56015	00	500-23-56015-00 Lighting	30,000	10,781	12,937	20,000
	23	56020	00	500-23-56020-00 Landscaping	100,000	21,960	26,352	75,000
	23	56025	00	500-23-56025-00 Drainage	20,000	-	-	10,000
	23	56030	00	500-23-56030-00 Street Sweeping	10,000	-	-	10,000
	23	56035	00	500-23-56035-00 Graffiti Removal/Vandalism	5,000	-	-	5,000
				Total Improvements	181,000	33,041	39,649	122,000
				TOTAL OPERATING EXPENSES	4,043,240	909,620	2,040,266	6,148,177

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2024-2025 PROPOSED BUDGET

Fund	Dept	Acct	Sub Acct	Description	FY23-24 Final Budget	FY23-24 Actuals (through 4/30/24)	Projected FY23-24 (using 10-month actuals)	Proposed 2024-2025 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY				
				CAPITAL IMPROVEMENTS				
	10	50300	30	500-10-50300-30 FAA Grant Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	419,702	189,699	227,639	400,000
	10	50300	12	500-10-50300-12 FAA Grant Design - TW G Realignment and Apron Rehab	1,080,000	-	-	1,034,923
	10	50300	12	500-10-50300-12 FAA Grant Construction - TW G Realignment and Apron Rehab	-	-	-	3,061,500
	10	50300	10	500-10-50300-10 Headquarter Relocation Expense	50,000	-	-	50,000
	10	50300	01	500-10-50300-01 Vehicle Purchase	60,000	-	55,385	-
	10	50300	xx	500-10-50300-xx Aviation Fuel Facility Expansion - Design	-	-	-	364,503
	10	50300	xx	500-10-50300-xx AP5 Pavement Resurfacing	-	-	-	119,508
				TOTAL CAPITAL IMPROVEMENTS	1,609,702	189,699	283,024	5,030,434
				Total Revenue	4,945,873	2,966,393	3,350,143	7,722,646
				Total Expenses	5,652,942	1,099,319	2,323,290	11,178,611
				Projected Net Revenue	(707,069)	1,867,074	1,026,853	(3,455,965)
				Estimated Cash Balance - Beginning	8,977,634	8,977,634	8,977,634	10,004,487
				PROJECTED ENDING CASH BALANCE	8,270,565	10,844,708	10,004,487	6,548,522

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MIPAA - Reports, Discussions and Action Items
Agenda Item No. 11 (2)

Meeting Date: November 6, 2024

Report/Action: **RECEIVE AND FILE A REPORT ON THE 2024 ASSOCIATION OF DEFENSE COMMUNITIES INSTALLATION INNOVATION FORUM**

Motion: Receive and file a report on the 2024 Association of Defense Communities Installation Innovation Forum

Background:

The Association of Defense Communities' Installation Innovation Forum (IIF) is the largest gathering of leaders from military, community and industry for a cross-service look at innovative ways to build partnership and collaboration on our bases and in our communities. As the federally recognized base reuse authority for the former March Air Force Base, March JPA has been an active ADC member since 2006. On February 14, 2024, the Commission authorized MJPA's Chair, Vice Chair, Former Chair and the CEO to attend and participate in the IIF conference last month. Staff will present a summary of the following key topics discussed at the IIF conference that are relevant to March. The MJPA team also had the opportunity to sit down with federal partners from Headquarters Air Force; Air Force Reserve Command and Office of Local Defense Community Cooperation (OLDCC). As March ARB representatives were also present at the conference, they were invited to participate in partnership meetings with us.

IIF Topics of Interest at March:

1. The next evolution of the Intergovernmental Support Agreement (IGSA) Authority
2. Child Care: Best Practices and Creative Solutions for a National Dilemma
3. Strengthening Military Resilience and the Role of Partnerships in Tabletop Exercises
4. Innovation Arsenal: Forging Future-Ready Installation and Community Partnerships
5. Getting to Yes on the Defense Community Infrastructure Program
6. Getting Innovative with Installation Energy Resilience
7. Technology-Driven Innovation: Responsible AI at the Installation
8. Leveraging Enhanced Use Leases for Community and Innovation Synergy

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
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MJPUA Operations - Consent Calendar
Agenda Item No. 12 (1)

Meeting Date: November 6, 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 August 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 2024/25 budget.

Attachment(s): Financial Status Reports for August 2024.

March Joint Powers Authority

Balance Sheet
March Joint Powers Utility Authority Fund 600
As of August 31, 2024

ASSETS

Cash In Bank	\$	213,253.99
Accounts Receivable		<u>38,576.63</u>
Total Assets	\$	<u><u>251,830.62</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		(210,737.86)
Change in Fund Balance for the month ending August 31, 2024		<u>12,568.48</u>
Ending Fund Balance, August 31, 2024		<u>(198,169.38)</u>
Total Liabilities and Net Position	\$	<u><u>251,830.62</u></u>

General Ledger
Expenses vs Budget

User: SchumacherN
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Period 02 - 02
Fiscal Year 2025



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					
600-10-50200-14	Annual Audit	7,000.00	0.00	0.00	7,000.00	100.00
600-20-51350-00	Gas Commodity Expense	300,000.00	0.00	0.00	300,000.00	100.00
600-20-51360-00	Gas Operation and Maintenanc	5,000.00	64.40	64.40	4,935.60	98.71
	Expense Total	312,000.00	64.40	64.40	311,935.60	99.9794
	Grand Total	<u>312,000.00</u>	<u>64.40</u>	<u>64.40</u>	<u>311,935.60</u>	<u>0.9998</u>

General Ledger
Revenue vs Budget

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Period 02 - 02
Fiscal Year 2025



March Joint Powers Authority
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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>
600	March J.P. Utility Authority					
600-00-40620-00	GAS UTILITY	-300,000.00	-10,526.06	-10,526.06	-289,473.94	3.51
600-00-40625-00	GAS O & M	-60,000.00	-2,106.82	-2,106.82	-57,893.18	3.51
	Revenue Total	360,000.00	12,632.88	12,632.88	347,367.12	3.5091
	Grand Total	<u>360,000.00</u>	<u>12,632.88</u>	<u>12,632.88</u>	<u>347,367.12</u>	<u>0.0351</u>

March Joint Powers Authority

Balance Sheet March Joint Powers Utility Authority Fund 600 As of September 30, 2024

ASSETS

Cash In Bank	\$ 213,314.29
Accounts Receivable	<u>36,286.17</u>
Total Assets	<u><u>\$ 249,600.46</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	(210,737.86)
Change in Fund Balance for the month ending September 30, 2024	<u>10,338.32</u>
Ending Fund Balance, September 30, 2024	<u>(200,399.54)</u>
Total Liabilities and Net Position	<u><u>\$ 249,600.46</u></u>

General Ledger
Expenses vs Budget

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Period 03 - 03
Fiscal Year 2025



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					
600-10-50200-14	Annual Audit	7,000.00	0.00	0.00	7,000.00	100.00
600-20-51350-00	Gas Commodity Expense	300,000.00	2,230.16	2,230.16	297,769.84	99.26
600-20-51360-00	Gas Operation and Maintenanc	5,000.00	0.00	64.40	4,935.60	98.71
	Expense Total	312,000.00	2,230.16	2,294.56	309,705.44	99.2646
	Grand Total	<u>312,000.00</u>	<u>2,230.16</u>	<u>2,294.56</u>	<u>309,705.44</u>	<u>0.9926</u>

General Ledger
Revenue vs Budget

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Period 03 - 03
Fiscal Year 2025



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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>
600	March J.P. Utility Authority					
600-00-40620-00	GAS UTILITY	-300,000.00	0.00	-10,526.06	-289,473.94	3.51
600-00-40625-00	GAS O & M	-60,000.00	0.00	-2,106.82	-57,893.18	3.51
	Revenue Total	360,000.00	0.00	12,632.88	347,367.12	3.5091
	Grand Total	<u>360,000.00</u>	<u>0.00</u>	<u>12,632.88</u>	<u>347,367.12</u>	<u>0.0351</u>

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: November 6, 2024

Action: **APPROVE AUGUST 2024 DISBURSEMENTS**

Motion: Move to approve check disbursements for the month of August 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 August 2024 for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment(s): Listing of checks disbursed in August 2024 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
6001062	UNDER2	Underground Service Alert /SC	08/08/2024	64.40
Report Total (1 checks):				64.40

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
6001063	SoCalGas	SoCalGas	09/09/2024	2,136.16
6001064	UNDER2	Underground Service Alert /SC	09/09/2024	94.00
Report Total (2 checks):				2,230.16