

NOTICE OF THE SPECIAL 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 Special 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, January 8, 2025 at 3:00 p.m.

This Notice was posted on $\underline{12/30/2024}$ at the following locations:

Western Municipal Water District Riverside County Administration Center

14205 Meridian Parkway 4080 Lemon Street Riverside, CA 92518 Riverside, CA 92501

On December 30, 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

SPECIAL MEETING

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March Joint Powers Utilities Authority

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

Wednesday, January 8, 2025 - 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 www.MarchJPA.com

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

January 8, 2025 - 3:00 PM

Riverside County Administration Center Board Chambers

4080 Lemon Street Riverside, CA 92501

SPECIAL MEETING AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Invocation
- 4. Pledge of Allegiance
- 5. Selection of March Joint Powers Authority, March Joint Powers Authority Successor Agency and March Inland Port Airport Authority Officers for 2025 Page 7
- 6. Selection of March Joint Powers Utilities Authority Officers for 2025 Page 8

Recess – 5 Minutes

- 7. Presentation
- 8. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

9. 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.

10. Approval of Minutes for Special Meeting held on December 11, 2024 – Page 9

11. Consent Calendar

MJPA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities Page 16
- 2) Report: Update on Planning Activities Page 21
- 3) Report: Receive and file Financial Status Reports Page 27
- 4) Action: Approve November 2024 Disbursements Page 51
- 5) Action: Authorize advertising a Request for Proposals (RFP) for patrol services within Northeast Corner Area Page 57
- 6) Action: Award a final contract to Leafwise Landscape, LLC and authorize the Chief Executive Office to execute the Contract Page 58
- 7) Action: Approve the Second Amendment to the Temporary Easement Agreement between March Joint Powers Authority and the Metropolitan Water District (MWD) and authorize the Chief Executive Officer to execute the Amendment Page 59

12. Reports, Discussions and Action Items

MJPA - Operations

- 1) Report: Receive and file an update for Riverside County Emergency Management Department by Deputy Director Ramon Leon Page 65
 - Dr. Grace Martin, Chief Executive Officer
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for January 6th, 2025 Page 67
 - Tisa Rodriguez, TAC Chair
- 3) Action: Approve Assignments to Committees of the March Joint Powers Commission and take any action as directed by the Commission Page 68

 Dr. Grace Martin, Chief Executive Officer
- 4) Action: Approve a financial participation of Six Million One Hundred Ninety-Five Thousand Dollars (\$6,195,000) toward the Cactus Channel Project, and authorize the Chief Executive Officer to finalize the Cactus Channel Cooperative Funding Agreement between the March Joint Powers Authority and the Riverside County Flood Control & Water Conservation District, and execute the agreement on behalf of the March JPA Page 69
 - Dr. Grace Martin, Chief Executive Officer Jason Uhley, General Manager, RC Flood Control
- 5) Report: Receive and File a report of March JPA 2024 Year-End Review and 2025 Goals by Chief Executive Officer Dr. Grace Martin Page 87 Dr. Grace Martin, Chief Executive Officer

13. Consent Calendar

MIPAA - Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities Page 89
- 2) Report: Receive and file Financial Status Reports Page 94
- 3) Action: Approve November 2024 Disbursements Page 99
- 4) Action: Approve March Inland Port Airport Authority (MIPAA) Airport Policies and Procedures and authorize the Chief Executive Officer to execute any needed documentation Page 101

14. Consent Calendar

MJPUA – Operations

- 1. Report: Receive and file Financial Status Reports Page 175
- 2. Action: Approve November 2024 Disbursements Page 179

15. Commission Members Oral Reports/Announcements

16. Staff Oral Reports/Announcements

17. Calendaring of Future Agenda Items

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

18. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Northeast Corner (commonly referred to as the March LifeCare Campus)

Generally located to the south and west of the intersection of Cactus

Avenue and Heacock Street, covered by the Disposition and

Development Agreement with March1, LLC

Agency Negotiator: Dr. Grace Martin, Chief Executive Officer Negotiating Parties: March1, LLC (March Healthcare Development)

Under Negotiation: Price and Terms of Possible Amendment to Disposition and

Development Agreement

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: March Joint Powers Authority – Land Use Transition / Reorganization

Agency Negotiator: Dr. Grace Martin, Chief Executive Officer

Negotiating Parties: March Joint Powers Agreement

Under Negotiation: Terms of Agreement

CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE 54957.6)

Agency Designated Representatives: Chief Executive Officer

General Counsel, or other designee.

Unrepresented Employees: Administrative Services Manager; Airport Operations Coordinator; Executive Assistant/Clerk; Facilities and Landscape Maintenance Coordinator; Government Affairs Officer; Grounds/Maintenance Worker III; Permit Technician; Principal Planner; Property Manager; Quality Control Officer; Receptionist/Office Assistant.

19. Adjournment

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

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 14205 Meridian Parkway Suite 140, Riverside, California and are available for public inspection during regular office hours (7:30 a.m. to 5:00 p.m., Monday through Thursday, Friday Closed). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. 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: December 30, 2024

Signed: <u>Cindy Camargo</u>

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

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

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Selection of MJPA, MJPA-SA and MIPAA Officers Agenda Item No. 5

Meeting Date: January 8, 2025

Action: SELECTION OF MARCH JOINT POWERS

<u>AUTHORITY, MARCH JOINT POWERS AUTHORITY</u> – SUCCESSOR AGENCY AND MARCH INLAND PORT

AIRPORT AUTHORITY OFFICERS FOR 2025

Motion: Move to select the March Joint Powers Authority, March Joint Powers

Authority-Successor Agency and March Inland Port Airport Authority

Commission Chair and Vice Chair for the 2025 calendar year.

Background:

The March JPA Operations and Procedures Manual (by-laws) permits the Commission to rotate its officers (Chair and Vice Chair) through a general annual election. The Manual states in Section V.A. "at its first meeting of each calendar year, the Commission shall elect a Chairperson and a Vice-Chairperson from among their current members."

A separate vote must be taken for each of the officers' positions.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA Selection of MJPUA Officers Agenda Item No. 6

Meeting Date: January 8, 2025

Action: SELECTION OF MARCH JOINT POWERS UTILITIES

AUTHORITY OFFICERS FOR 2025

Motion: Move to select the March Joint Powers Utilities Authority Commission

Chairman and Vice Chairman for the 2025 calendar year.

Background:

The March JPA Operations and Procedures Manual (by-laws) permits the Commission to rotate its officers (Chair and Vice Chair) through a general annual election. The manual states in Section V.A. "at its first meeting of each calendar year, the Commission shall elect a Chairperson and a Vice-Chairperson from among their current members."

The March Joint Powers Utilities Authority (MJPUA) was formed under a Joint Exercise of the Powers Agreement between the City of Moreno Valley, City of Perris and City of Riverside for the joint purpose of creating a JPA to provide utilities service to the property formerly known as March Air Force Base. The County is not a member of the MJPUA.

A separate vote must be taken for each of the officers' positions.

Attachment(s): None.

THE MARCH JOINT POWERS COMMISSION

of the

MARCH JOINT POWERS AUTHORITY

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MARCH INLAND PORT AIRPORT AUTHORITY

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SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY

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

Wednesday, December 11, 2024 - 3:00 PM

Riverside County Administration Center Board Chambers

4080 Lemon Street Riverside, CA 92501

SPECIAL MEETING MINUTES

1. Call to Order

Chair Delgado called the meeting to order at 3:04 p.m.

2. Roll Call

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

Absent: Perris (vacant), Gutierrez

3. Invocation

Pastor Diane Gardner provided the invocation.

4. Pledge of Allegiance

Member Cabrera led the group in the pledge.

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Dr. Martin stated that the attachment for Item 12 (1) was inadvertently left out of the packet and is on the dais and posted on the JPA website for reference.

6. Presentation

Chair Delgado presented a plaque of appreciation to Member Jeffries for his eleven years of outstanding service to the March Joint Powers Commission.

7. Public Comments

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

The following person(s) provided a public comment in person.

- (1) Richard Lam
- (2) Catherine Barrett-Fischer
- (3) Chris Bardeen
- (4) Len Mueller

There were thirty-seven public comments received via email.

8. Approval of Minutes for Regular Meeting held on November 6, 2024

No questions or comments.

Motion to approve the JPC Regular Meeting Minutes for the meeting held on November 6, 2024.

Motion: Cabrera Second: Jeffries

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

Noes: None Absent: Gutierrez Abstain: None

9. Consent Calendar

MJPA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
- 2) Report: Update on Planning Activities
- 3) Report: Receive and file Financial Status Reports
- 4) Action: Approve September and October 2024 Disbursements
- 5) Action: Move to authorize advertising a Request for Proposals (RFP) for major repair work within West March along Meridian Parkway, southerly of Cactus Avenue and northerly of Van Buren Boulevard

No questions or comments.

Motion to approve Consent Calendar, MJPA – Operations, Items 9 (1-5).

Motion: Jeffries Second: Conder

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

Noes: None Absent: Gutierrez Abstain: None

10. Reports, Discussions and Action Items

MJPA - Operations

1) Report: Receive and file an update for Riverside National Cemetery, by Assistant Director Oliver Villalobos

Dr. Grace Martin, Chief Executive Officer, introduced Mr. Villalobos who provided an update on the Cemetery.

Member Conder thanked Mr. Villalobos for doing such a great job with the VA cemetery.

2) Report: Receive and file an update on March Veterans Village with the US Vets Initiative Dr. Grace Martin, Chief Executive Officer introduced Nicole Starks-Murray, US Vets to provide an update on this item.

Member Cabrera thanked the entire team of US Vets for what they have done for the veterans. He stated they will be sending a letter of support and will be there to help in any way that they can.

11. Public Hearing - MJPA

1) Action: Take the following actions as they pertain to a request for a Conditional Use Permit for an instructional studio use (self-made training facility) in the mixed use zoning district of the Meridian North Campus Specific Plan (SP-5, A5) at 21860 Van Buren Boulevard: 1) direct staff to file a Notice of Exemption pursuant to March Joint Powers Authority local CEQA Guidelines Section 15301; and 2) adopt Resolution JPA 24-27, adopting findings and approving Conditional Use Permit (CUP 24-04), subject to Conditions of Approval

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

Chair Delgado opened the Public Hearing at 3:48 p.m. for Public Comments. Seeing none, Chair Delgado closed the Public Hearing at 3:48 p.m.

Member Jeffries inquired about projects that do not require a CUP application. Mr. Smith responded that those would include uses that do not have assembly, offices, minor warehousing or storage. Member Jeffries asked if a warehouse could go in without a CUP under certain circumstances. Mr. Smith answered yes, a warehouse is permitted within specific zones.

Motion to approve Public Hearing – MJPA, Item 11 (1).

Motion: Jeffries Second: Vargas

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

Noes: None Absent: Gutierrez Abstain: None

12. Reports, Discussions and Action Items

MJPA-SA - Operations

1) Report/Action: Adopt Resolution JPA-SA 24-02, a Resolution of the Successor Agency, approving and adopting a Recognized Obligation Payment Schedule for the period July 1, 2025 through June 30, 2026 and Administrative Budget for the Fiscal Year 2025-26, pursuant to Health and Safety Code Section 34177(o)

Dominique Clark, RSG provided an update on this item.

Motion to approve Reports, Discussions and Action Items, MJPA-SA – Operations, Item 12 (1).

Motion: Jeffries Second: Conder

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

Noes: None Absent: Gutierrez Abstain: None

13. Consent Calendar

MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
- 2) Report: Receive and file Financial Status Reports
- 3) Action: Approve September and October 2024 Disbursements
- 4) Action: Authorize advertising a Request for Proposals (RFP) for Grant Management for March Inland Port Airport

No questions or comments.

Motion to approve Consent Calendar, MIPAA – Operations, Items 13 (1-4).

Motion: Perry Second: Conder

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

Noes: None Absent: Gutierrez Abstain: None

14. Reports, Discussions and Action Items

MIPAA - Operations

1) Report/Action: Adopt Resolution MIPAA 24-04, approving pursuant to a previously adopted Mitigated Negative Declaration, an Airline Operating Agreement with Sun Country Airline; authorize the Chief Executive Officer to execute the Operating Agreement; and direct staff to file a Notice of Determination pursuant to the March JPA Local CEOA Guidelines

Jeffrey Smith, Principal Planner provided an update on this item.

The following person(s) provided a public comment in person.

- (1) Catherine Barrett-Fischer
- (2) Nanette Placentia
- (3) Chris Pardeen
- (4) Len Mueller

Dr. Martin stated that there is a copy on the dais of an email received at 12:44 p.m., before the meeting, from Jamie Hall of Channel Law Group. Dr. Martin added that this letter is requesting additional environmental analysis of the operating agreement. Dr. Martin continued that staff would like to emphasize that this operation agreement is for Amazon to switch out their current

carrier, Atlas Air, with a carrier that they use in other operations in the U.S. and would not modify approvals previously issued to Amazon and their operators and based on the review by staff as well as CEQA counsel they found that there were no additional environmental studies required. Attorney Rice added that their CEQA attorneys evaluated the letter and provided a response that was read by Attorney Rice. Dr. Martin added that on page 164 of the operating agreement, it states that civil operations are to be between 7:00 a.m. to 11:00 p.m. and that it has to coincide with control tower hours.

Vice Chair Vargas asked to clarify that the times are 7:00 a.m. to 11:00 p.m., not until 10:00 p.m. Dr. Martin answered, that is correct. Vice Chair stated that when they did the hearings for Amazon Air, he was the Vice Chair but chaired the hearing. He stated that his recollection was that the FAA rules no longer allow them to limit time frames for operations. Attorney Rice answered yes, your recollection is correct.

Member Jeffries asked if there are restrictions on certain types of engines for carriers, or can they go back to noisy DHL planes. Dave Ruppel, MIPAA airport consultant, responded that most of the newer aircraft have more efficient engines and are much quieter. He added that from a financial perspective, those airlines tend to fly controlled approaches in which are much quieter and depart as efficiently as they can to reduce costs.

Member Conder stated that unless there is an emergency, they shut the tower down at 23:00.

Member Perry stated that when he googled Sun Country and saw that there is a connection to China Airways and asked if they knew what that connection was.

The following person(s) provided a public comment in person.

- (1) Catherine Barrett-Fischer
- (2) Nanette Placentia
- (3) Chris Bardeen
- (4) Len Mueller

Chair Delgado asked how many flights are allowed per day for Amazon. Dr. Martin answered that Amazon is allowed five flights per day and they currently do three flights per day.

Dr. Martin responded to Member Perry's question about Sun Country's connection to China Airways. Sun Country is based in Minneapolis and is publicly traded on NASDAQ. They have agreements with international airlines such as China Air, United Air, American Airlines as well as Hawaiian Air. Dr. Martin continued that they have been providing services for Amazon since 2019 but have not operated at March. Amazon wants to switch Atlas Air with Sun Country. Member Cabrera asked what the repercussions would be if Amazon were to exceed more than five flights per day, if any. Attorney Rice answered that it is a condition of approval that they would have to come back for additional review if they would like to exceed those flights. Attorney Rice added that any night time flights would trigger a new EIR for airport operations.

Motion to approve Reports, Discussions and Action Items, MIPAA – Operations, Item 14 (1).

Motion: Conder Second: Vargas Ayes: Perry, Conder, Vargas (2 votes), Delgado

Noes: Jeffries (2 votes), Cabrera

Absent: Gutierrez
Abstain: None

15. Consent Calendar

MJPUA – Operations

1. Report: Receive and file Financial Status Reports

2. Action: Approve September and October 2024 Disbursements

Motion to approve Consent Calendar, MJPUA – Operations, Items 15 (1-2).

Motion: Cabrera Second: Perry

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

Noes: None Absent: None Abstain: None

16. Commission Members Oral Reports/Announcements

Member Conder wished everyone Happy Holidays.

Chair Delgado thanked Member Jeffries for all he has done for the March Joint Powers Authority. Member Jeffries thanked everyone for the opportunity to serve.

Chair Delgado stated that Thursday, April 10th is the Golf Tournament for the Air Show. Vice Chair Vargas stated that he would like to challenge the other cities to join in a tournament between the JPA member agencies.

17. Staff Oral Reports/Announcements

Dr. Martin reported that the fire on Meridian Parkway was an unpermitted storage facility of lithium batteries that ignited a few weeks ago and reignited a week ago. Dr. Martin continued that the property owner is shoring up the facility and the clean-up is underway. She also thanked Member Jeffries for his leadership and mentorship over the years and wished him well.

18. Calendaring of Future Agenda Items

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

Member Cabrera asked the commission to provide a letter of support to the US Vets.

19. 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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Chief Executive Officer

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Chair, General Counsel, or other designee

Unrepresented Employee: Chief Executive Officer

Closed session began at: 4:36 p.m. Closed session ended at 5:12 p.m. There were no reportable actions.

20. Adjournment

The meeting adjourned at 5:12 p.m.

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

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (1)

Meeting Date: January 8, 2025

Report: UPDATE ON JPC ACTIONS, LEGISLATION,

PROPERTY TRANSFERS AND STAFF ACTIVITIES

Motion: Move to receive and file the report or take other actions as deemed

appropriate by the Commission.

Background:

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

Utilities

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

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

Northeast Corner

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

2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement on January 26th, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and building elevations for a proposed Continuing Care Retirement Community ("CCRC") to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022. On April 12, the commission approved a Fourth Amendment to the DDA. This amendment allowed for the extension of time for completion of the PRV facility from April 11th to July 30th, 2023. A DDA-Fifth Amendment will be presented to the Commission at their 2/14/24 JPC meeting. 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. A follow-up closed session was scheduled on 12/11/24. Another closed session is scheduled for the 01/08/25 Commission meeting.

	TASK	DUE DATE – per 3 rd	STATUS
	TASK		51/1105
1	PRV Facility	Amendment of DDA 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.

4	(iv) 12" pipeline along 6 th Street, and subject to Authority Engineer approval. Slurry seal and restripe	No later than Sept 30,	This task has been completed and requirement
	existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	2022	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 onehundred 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(s): None.

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (2)

Meeting Date: January 8, 2025

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 Willdam 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 foottriangular, 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 https://marchipa.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 MJPA Departments and reviewing agencies on March 2, 2023 and most comments were received on March 23, 2023. Tribal consultation is required under SB 18 (Specific Plan Amendment) and 14 Tribes were contacted for consultation. Staff will introduce the proposed Project to TAC in early April 2023. It should be noted that US Vets provided an update on the March Vets Village Campus and presented a concept of the proposed project to the JPC on April 13, 2022. The proposed project was presented to TAC on April 3, 2023. US Vets is now working on responses to the first round of staff and review agency comments. The proposed project is also being reviewed by Riverside County ALUC staff. It is anticipated that ALUC Commission will consider the proposed project in July 2023. On July 10, 2023, Staff discussed the proposed project and the availability of requested information with the Tribal Historic Preservation Official (THPO) from Agua Caliente. The THPO was satisfied with the discussion and decided to end consultation. A formal letter was received on July 13. 2023. The proposed project was considered by the ALUC Commission on July 13, 2023, and found to be "Consistent" with the March Reserve Base / Inland Port Airport Land Use Compatibility Plan. The proposed project was presented to TAC on December 4, 2023. Commission review of the proposed project is scheduled for 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. U.S. Vets Initiative is exploring the possibility of pursuing Proposition 1 Homekey Plus Grant funds for their project. Executive Director, Nicole Starks-Murray, requested support letters from member agencies and promised a template support letter for JPA's use, upon approval by the US Vets Initiative leadership. That support letter will be placed on a future JPA Commission agenda for Commission approval.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (3)

Meeting Date: January 8, 2025

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 November 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 November 2024.

March Joint Powers Authority

Balance Sheet General Fund As of November 30, 2024

ASSETS	
Cash In Bank	\$ 3,612,030.71
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	4,052,400.61
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	\$ 37,342,189.00
LIABILITIES	
Accounts Payable	125,887.07
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	8,447,587.58
FUND BALANCE	
Fund Balance, Beginning of Fiscal Year	30,457,249.16
Change in Fund Balance for the month ending November 30, 2024	(1,562,647.74)
<u> </u>	 <u>, , </u>
Ending Fund Balance, November 30, 2024	28,894,601.42
Total Liabilities and Fund Balance	\$ 37,342,189.00

General Ledger Expenses vs Budget

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Period 05 - 05 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
100	General Fund					
100-10-50100-05	Salaries and Wages	935,519.00	52,061.74	340,714.37	594,804.63	63.58
100-10-50100-10	Benefits	129,993.00	7,116.84	43.976.22	86,016.78	66.17
100-10-50100-15	PERS Contributions	125,821.00	7,262.32	47,022.25	78,798.75	62.63
100-10-50100-20	Medicare Tax	15,100.00	800.83	5,754.67	9,345.33	61.89
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	2,098.05	20,266.95	90.62
100-10-50100-32	Temporary Office Help	24,600.00	1,271.24	19,035.64	5,564.36	22.62
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	0.00	1,884.89	5,615.11	74.87
100-10-50150-06	PeriodicalsMemberships	15,000.00	763.00	6,102.19	8,897.81	59.32
100-10-50150-08	EducationTraining	12,500.00	769.43	1,663.43	10,836.57	86.69
100-10-50150-12	Travel	50,000.00	5,494.51	18,486.35	31,513.65	63.03
100-10-50150-14	JPC Members' Stipend	17,300.00	1,700.00	4,800.00	12,500.00	72.25
100-10-50150-15	Meeting Expenses	13,000.00	546.83	3,020.03	9,979.97	76.77
100-10-50150-16	Office Supplies	15,000.00	769.76	3,238.56	11,761.44	78.41
100-10-50150-18	Telephone & Internet Expense	7,400.00	100.18	1,138.78	6,261.22	84.61
100-10-50150-20	Mobile Phones	12,000.00	160.00	3,338.01	8,661.99	72.18
100-10-50150-24	Postage	3,750.00	67.62	593.30	3,156.70	84.18
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	747.66	2,752.34	78.64
100-10-50150-32	Equipment Leases	38,000.00	4,854.84	15,199.98	22,800.02	60.00
100-10-50150-34	Equipment Maintenance	60,000.00	2,412.51	17,189.99	42,810.01	71.35
100-10-50150-35	Vehicle Fuel & Maintenance	4,100.00	159.85	3,514.86	585.14	14.27
100-10-50150-38	ProductionArtwork	25,000.00	0.00	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	6,919.69	17,675.08	32,324.92	64.65
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	0.00	1,470.00	5,530.00	79.00
100-10-50150-47	Office Rent	75,600.00	6,321.57	31,143.01	44,456.99	58.81
100-10-50150-48	Office Utilities	14,070.00	1,045.27	4,966.36	9,103.64	64.70
100-10-50200-02	General Legal Services	200,000.00	16,985.70	52,844.40	147,155.60	73.58
100-10-50200-04	Special Legal Services	45,000.00	14,182.50	67,390.98	-22,390.98	-49.76
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	8,795.00	40,795.00	89,205.00	68.62
100-10-50200-22	Engineering Services	0.00	12,726.00	12,726.00	-12,726.00	0.00
100-10-50200-25	General Consulting Services	455,000.00	67,892.00	176,461.58	278,538.42	61.22
100-10-50200-40	Foreign Trade Zone	8,000.00	0.00	3,925.15	4,074.85	50.94
100-10-50300-02	Equipment Office Furniture	10,000.00	350.00	14,064.20	-4,064.20	-40.64
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	79.99	24,920.01	99.68
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	0.00	15,569.45	24,430.55	61.08
100-20-51250-00	Grounds Maintenance	75,000.00	22,050.00	25,260.00	49,740.00	66.32
100-20-51255-00	Street & Lighting Maintenanc	15,000.00	0.00	0.00	15,000.00	100.00
100-20-51300-00	Equipment Maintenance	0.00	12.83	3,903.14	-3,903.14	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	872.73	2,314.36	7,685.64	76.86
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	17,032.46	40,216.39	159,783.61	79.89
100-20-51365-00	Security	120,000.00	0.00	22,537.90	97,462.10	81.22
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	546.77	21,237.80	830,762.20	97.51
100-30-52220-00	Education Training	2,500.00	0.00	947.00	1,553.00	62.12
100-30-52250-00	Environmental Fees	45,000.00	0.00	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	7,188.65	18,311.35	71.81
100-30-52350-00	Public NoticesFilings	3,000.00	0.00	0.00	3,000.00	100.00
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
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	262,044.02	1,642,901.01	4,323,318.99	72.4633
Grand Total		5,966,220.00	262,044.02	1,642,901.01	4,323,318.99	0.7246

General Ledger Revenue vs Budget

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Period 05 - 05 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	% ExpendCollect
100	Consent Found					
100	General Fund	4.50.000.00	10 00 01	64 53 0 0 5	00.460.0	44.00
100-00-40100-00	LEASE REVENUE	-150,000.00	-12,307.81	-61,539.05	-88,460.95	41.03
100-00-40300-00	PLANNING FEES	-1,035,000.00	0.00	-5,634.40	-1,029,365.60	0.54
100-00-40310-00	DDA Billable Planning Fee	0.00	4,620.00	63,148.83	-63,148.83	0.00
100-00-40400-00	BUILDING PERMIT FEES	-800,000.00	0.00	-16,109.65	-783,890.35	2.01
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	0.00	-56,500.00	-14,500.00	79.58
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	-1,119.00	-8,881.00	11.19
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	7,687.81	80,253.27	3,296,246.73	2.3768
Grand Total		3,376,500.00	7,687.81	80,253.27	3,296,246.73	0.0238

March Joint Powers Authority

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

ASSETS Cash In Bank Accounts Receivable	\$ 3,036,096.48 32,241.39
Total Assets	\$ 3,068,337.87
LIABILITIES Accounts Payable	162,630.39
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	 7,193.17
Total Liabilities	176,754.36
FUND BALANCE Fund Balance, Beginning of Fiscal Year Change in Fund Balance for the month ending November 30, 2024	3,740,808.12 (849,224.61)
Ending Fund Balance, November 30, 2024	 2,891,583.51
Total Liabilities and Fund Balance	\$ 3,068,337.87

General Ledger Expenses vs Budget

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Period 05 - 05 Fiscal Year 2025



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

	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMD No. 1					
120-40-65005-00	Traffic Signals	30,567.00	593.86	3,585.26	26,981.74	88.27
120-40-65010-00	Signage	357.00	0.00	0.00	357.00	100.00
120-40-65015-00	Lighting	83,040.00	7,177.77	28,186.72	54,853.28	66.06
120-40-65020-00	Landscaping	1,018,900.00	33,995.90	468,127.76	550,772.24	54.06
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	20,340.00	40,416.00	66.52
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	6,300.02	31,667.43	42,788.57	57.47
120-40-65118-10	Benefits	11,495.00	961.90	4,275.76	7,219.24	62.80
120-40-65118-15	PERS Contributions	9,996.00	825.14	4,114.70	5,881.30	58.84
120-40-65118-20	Medicare Tax	1,247.00	105.11	506.32	740.68	59.40
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	9,740.32	52,104.39	-31,124.39	-148.35
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	9,000.00	9,000.00	2,000.00	18.18
120-40-65140-00	Professional Services	92,720.00	5,475.00	20,262.50	72,457.50	78.15
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	168,744.70	94,255.30	35.84
120-40-65500-10	Van Buren Pavement Repairs	20,000.00	39,600.00	39,600.00	-19,600.00	-98.00
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	119,425.02	849,224.61	1,464,576.39	63.2974
Grand Total		2,313,801.00	119,425.02	849,224.61	1,464,576.39	0.633

General Ledger Revenue vs Budget

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Period 05 - 05 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	% ExpendCollect
120 120-00-40260-00 Revenue Total Grand Total	Meridian LLMD No. 1 Assessments	-2,488,697.00 2,488,697.00 2,488,697.00	0.00 0.00 <u>0.00</u>	0.00 0.00 <u>0.00</u>	-2,488,697.00 2,488,697.00 2,488,697.00	0.00 0 <u>0</u>
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March Joint Powers Authority

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

ASSETS Cash In Bank Accounts Receivable Allowance for Doubtful Account Accounts Receivable, Net	\$ 139,379.04 39,069.02 (38,721.27) 347.75
Total Assets	\$ 139,726.79
LIABILITIES Payroll Liabilities Unearned revenue Total Liabilities	 34,790.28 0.40 37,734.28
FUND BALANCE Fund Balance, Beginning of Fiscal Year Change in Fund Balance for the month ending November 30, 2024	 137,437.11 (35,444.60)
Ending Fund Balance, November 30, 2024	 101,992.51
Total Liabilities and Fund Balance	\$ 139,726.79

General Ledger Expenses vs Budget

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Period 05 - 05 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
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	844.77	3,248.33	7,251.67	69.06
140-40-65020-00	Landscaping	15,300.00	150.00	4,435.57	10,864.43	71.01
140-40-65030-00	Street Sweeping	6,000.00	2,050.00	7,380.00	-1,380.00	-23.00
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	2,800.18	11,998.21	10,512.79	46.70
140-40-65118-10	Benefits	3,631.00	450.84	1,725.65	1,905.35	52.47
140-40-65118-15	PERS Contributions	3,015.00	324.18	1,482.51	1,532.49	50.83
140-40-65118-20	Medicare Tax	379.00	42.39	174.33	204.67	54.00
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	5,000.00	5,000.00	0.00	0.00
Expense Total	-	106,186.00	11,662.36	35,444.60	70,741.40	66.6203
Grand Total		106,186.00	11,662.36	35,444.60	70,741.40	0.6662

General Ledger Revenue vs Budget

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Period 05 - 05 Fiscal Year 2025



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
140 140-00-40260-00 Revenue Total Grand Total	March Lifecare Campus CFD 2013 Taxes	-62,000.00 62,000.00 62,000.00	0.00 0.00 <u>0.00</u>	0.00 0.00 <u>0.00</u>	-62,000.00 62,000.00 62,000.00	0.00 0 <u>0</u>
						_

March Joint Powers Authority

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

ASSETS		
Cash In Bank	\$	3,289,140.94
Investment Account	•	2,217,979.56
Accounts Receivable		146,608.00
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		(9,995,808.30)
		, , , , , , , , , , , , , , , , , , ,
Total Assets	\$	12,946,215.27
LIABILITIES		
Accounts Payable		457.56
Payroll Liabilities		401,553.28
Security Deposits		181,410.16
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	_	15,839.00
Total Liabilities		1,027,034.74
FUND BALANCE		
Net Position, Beginning of Fiscal Year		11,587,512.71
Change in Fund Balance for the month ending November 30, 2024		331,667.82
		,
Ending Fund Balance, November 30, 2024		11,919,180.53
Total Liabilities and Net Position	\$	12,946,215.27

General Ledger Expenses vs Budget

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Period 05 - 05 Fiscal Year 2025



		Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund					
300-10-50100-05	Salaries and Wages	234,200.00	19,524.10	103,864.39	130,335.61	55.65
300-10-50100-03	Benefits	40,562.00	3,078.26	14,944.69	25,617.31	63.16
300-10-50100-10	PERS Contributions	20,657.00	1,728.34	9,100.44	11,556.56	55.95
300-10-50100-20	Medicare Tax	3,985.00	334.21	1,740.71	2,244.29	56.32
300-10-50100-20	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	208.00	208.00	292.00	58.40
300-10-50150-08	Office Supplies	2,500.00	90.57	343.34	2,156.66	86.27
300-10-50150-18	Telephone Internet Service	1,000.00	12.53	221.03	778.97	77.90
300-10-50150-18	Mobile PhonesPagers	1,300.00	0.00	421.67	878.33	67.56
300-10-50150-24	Postage	1,300.00	0.00	0.00	100.00	100.00
300-10-50150-24	Liability Insurance - PERMA	34,500.00	0.00	0.00	34,500.00	100.00
	Bank Fees			0.00		
300-10-50150-42	TenantRelations	4,500.00	0.00	0.00	4,500.00	100.00 100.00
300-10-50150-44		1,000.00	0.00		1,000.00	
300-10-50150-47	Office Rent	9,500.00	790.20	4,108.20	5,391.80	56.76
300-10-50150-48	Office Utilities	2,100.00	98.16	490.79	1,609.21	76.63
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	61.00	183.00	817.00	81.70
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	0.00	785.03	7,214.97	90.19
300-10-50300-10	Appliance Purchase	22,000.00	2,175.00	8,554.61	13,445.39	61.12
300-10-50300-15	Security Entrance Gates	8,000.00	120.00	1,047.87	6,952.13	86.90
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	4,835.61	17,977.05	132,022.95	88.02
300-20-51250-00	Grounds Maintenance	250,000.00	15,330.57	76,110.84	173,889.16	69.56
300-20-51300-00	Equipment Maintenance	65,000.00	207.95	13,160.10	51,839.90	79.75
300-20-51350-00	Utilities	551,250.00	88,853.86	238,572.26	312,677.74	56.72
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 Grand Total	·	3,609,275.00 3,609,275.00	137,448.36 137,448.36	491,834.02 491,834.02	3,117,440.98 3,117,440.98	86.3731 0.8637
		9,000,27,0100	107,11000	15 1,00 1.02	<u>0,117,110,50</u>	0.0007

General Ledger Revenue vs Budget

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Period 05 - 05 Fiscal Year 2025



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
200						
300	Green Acres Enterprise Fund					
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-160,455.00	-799,138.83	-1,200,861.17	39.96
300-00-40225-00	UTILITY CHARGES	-65,000.00	-4,729.48	-23,543.56	-41,456.44	36.22
300-00-40250-00	LATE FEES & NSF FEES	-1,100.00	-279.45	-279.45	-820.55	25.40
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-80.00	-240.00	-760.00	24.00
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	-300.00	-200.00	60.00
Revenue Total		2,170,620.00	165,593.93	823,501.84	1,347,118.16	37.9386
Grand Total		2,170,620.00	165,593.93	823,501.84	1,347,118.16	0.3794

March Joint Powers Authority

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

ASSETS Cash In Bank	\$ 256,063.75
Total Assets	\$ 256,063.75
LIABILITIES Accounts Payable	
Total Liabilities	
FUND BALANCE Net Position, Beginning of Fiscal Year Change in Fund Balance for the month ending November 30, 2024	260,313.75 (4,250.00)
Ending Fund Balance, November 30, 2024	256,063.75
Total Liabilities and Net Position	\$ 256,063.75

General Ledger Expenses vs Budget

User: SchumacherN

Printed: 12/26/2024 8:19:38 AM

Period 05 - 05 Fiscal Year 2025



			9	End Bal	Variance	% Avail
301-20-51200-02 Roof Ro	Acres Repairs & Maint. Repairs nprovements	27,000.00 55,000.00 82,000.00 82,000.00	0.00 0.00 0.00 0.00	4,250.00 0.00 4,250.00 4,250.00	22,750.00 55,000.00 77,7 50.00 77,7 50.00	84.26 100.00 94.8171 0.9482

General Ledger Revenue vs Budget

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Period 05 - 05 Fiscal Year 2025



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

March Joint Powers Authority

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

ASSETS Cash In Bank Deferred Charge on Refunding Prepaid Bond Insurance	\$ 962,651.22 6,591,876.33 222,567.50
Total Assets	\$ 7,777,095.05
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	 100,000.00
Total Liabilities	 31,416,735.24
FUND BALANCE	
Net Position, Beginning of Fiscal Year	(24,600,852.65)
Change in Fund Balance for the month ending November 30, 2024	961,212.46
	 001,212110
Ending Fund Balance, November 30, 2024	 (23,639,640.19)
Total Liabilities and Net Position	\$ 7,777,095.05

General Ledger Expenses vs Budget

User: SchumacherN

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Period 05 - 05 Fiscal Year 2025



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
740 740-70-50150-00 740-70-60625-00 Expense Total Grand Total	SUCCESSOR AGENCY D.S. Administrative Costs Other Long Term Debt Principal	0.00 0.00 0.00 0.00	5,000.00 0.00 5,000.00 5,000.00	5,000.00 16,717.00 21,717.00	-5,000.00 -16,717.00 -21,717.00 -21,717.00	0.00 0.00 0
574114 1544		0.00	3,000.00	21,717.00	-21,717.00	<u>•</u>

General Ledger Revenue vs Budget

User: SchumacherN

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Period 05 - 05 Fiscal Year 2025



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
740 740-00-40600-00	SUCCESSOR AGENCY D.S. Interest Income	0.00	0.00	0.00	0.00	0.00
740-00-40650-00	OTHER LONG-TERM DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00
740-00-40700-00	Operating Transfers In	0.00	0.00	0.00	0.00	0.00
740-00-40750-00	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
Revenue Total		0.00	0.00	0.00	0.00	0
Grand Total		0.00	$\underline{0.00}$	0.00	0.00	<u>0</u>
						_

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of November 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 Change in Fund Balance for the month ending November 30, 2024	215,652.56
Ending Fund Balance, November 30, 2024	 215,652.56
Total Liabilities and Net Position	\$ 715,652.56

General Ledger Expenses vs Budget

User: SchumacherN

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Period 05 - 05 Fiscal Year 2025



Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	G A DODE					
750	Successor Agency RORF					
750-10-50150-07	Staff Costs	0.00	0.00	0.00	0.00	0.00
750-10-50150-08	TrainingEducation	0.00	0.00	0.00	0.00	0.00
750-10-50150-12	Travel Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50150-16	Meeting Costs	0.00	0.00	0.00	0.00	0.00
750-10-50150-42	Banking Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50150-60	Office Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50200-02	Legal Services	0.00	0.00	0.00	0.00	0.00
750-10-50200-14	Audit Expenses	0.00	0.00	0.00	0.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	0.00	0.00	0.00
750-10-50900-00	Transfer Out	0.00	0.00	0.00	0.00	0.00
Expense Total		0.00	0.00	0.00	0.00	0
Grand Total		0.00	0.00	0.00	0.00	0
			_			-

General Ledger Revenue vs Budget

User: SchumacherN

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Period 05 - 05 Fiscal Year 2025



750 Successor Agency RORF
750-00-40245-00 Tax Increment RPTTF 0.00 0.00 0.00 0.00 750-00-40800-05 Administrative Cost Allowance 0.00 0.00 0.00 0.00 750-00-40825-00 Transfers In 0.00 0.00 0.00 0.00 Revenue Total 0.00 0.00 0.00 0.00 0.00 Grand Total 0.00 0.00 0.00 0.00 0.00

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (4)

Meeting Date: January 8, 2025

Action: APPROVE NOVEMBER 2024 DISBURSEMENTS

Motion: Move to approve the check disbursements for the month of November

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 November 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 November 2024 for the March JPA,

LLMD, CFD, Green Acres, and the Successor Agency.

Checks by Date - Summary by Check Number

User: SchumacherN Printed: 12/26/2024 8:40 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CabreraU	Ulises Cabrera	11/06/2024	100.00
ACH	ConderJr	Charles Conder Jr.	11/06/2024	500.00
ACH	Delgado	Edward Delgado	11/06/2024	500.00
ACH	Gutierre	Yxstian Gutierrez	11/06/2024	100.00
ACH	TRILAK	TRI Lake Consultants Inc.	11/06/2024	3,675.00
ACH	VargasM	Michael Vargas	11/06/2024	400.00
ACH	Computer	California Computer Options, Inc.	11/25/2024	2,012.51
ACH	DPETER1	David Peterson Abatement Services,LLC	11/25/2024	4,620.00
ACH	DTS	Daley Technology Systems	11/25/2024	750.00
ACH	TRILAK	TRI Lake Consultants Inc.	11/25/2024	1,025.00
ACH	TRILAK	TRI Lake Consultants Inc.	11/07/2024	2,525.00
ACH	TRILAK	TRI Lake Consultants Inc.	11/25/2024	2,950.00
ACH	Computer	California Computer Options, Inc.	11/07/2024	1,449.11
ACH	MISSPROP	Mission Property Advisors, Inc.	11/07/2024	12,500.00
ACH	Computer	California Computer Options, Inc.	11/25/2024	728.85
ACH	CompSha	Computershare	11/12/2024	5,000.00
3447	CalPERS	CalPERS	11/06/2024	6,578.89
3448	STCOMPFD	State Compensation Ins. Fund	11/06/2024	2,205.91
3449	LINCOLN	The Lincoln National Life Insurance Co.	11/06/2024	1,208.99
3450	STCOMPFD	State Compensation Ins. Fund	11/25/2024	4,888.44
3451	LINCOLN	The Lincoln National Life Insurance Co.	11/25/2024	1,189.01
1017868	BESTBE	Best Best & Krieger, LLP	11/06/2024	16,985.70
1017869	MarchAvi	March Field Air Museum	11/06/2024	2,500.00
1017870	PHILLIPS	Phillips 66-CO./SYNCB	11/06/2024	159.85
1017871	SPARKLET	Sparkletts	11/06/2024	134.89
1017872	DEGUIRE	DeGuire Weed Abatement	11/06/2024	16,450.00
1017873	AmerLegi	American Legion Post 574	11/06/2024	150.00
1017874	AyalaA	Amelia Ayala	11/06/2024	11,495.00
1017875	CityMVD	City Of Moreno Valley	11/06/2024	30.77
1017876	DIAMONDE	Diamond Environmental Services	11/06/2024	534.00
1017877	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	11/06/2024	39,209.50
1017878	William2	Grace Martin	11/06/2024	605.80
1017879	RobertHa	Robert Half	11/06/2024	1,271.24
1017880	Rogers	Marita G. Rogers	11/06/2024	100.00
1017881	RIVCTYSH	Riverside County Sheriff Department	11/06/2024	17,032.46
1017882	Officeof	UC Regents	11/06/2024	500.00
1017883	BankofAm	Bank Of America	11/25/2024	10,970.52
1017884	FEDEX	FedEx	11/25/2024	162.85
1017885	FRONTIER	Frontier Communications	11/25/2024	100.18
1017886	GRAINGER	Grainger	11/25/2024	12.83
1017887	Integrit	Integrity Arborist and Ecoscape Inc	11/25/2024	5,600.00
1017888	RSG	RSG, Inc.	11/25/2024	12,487.50
1017889	StaplesA	Staples Business Credit	11/25/2024	769.76
1017890	WILLDANS	Willdan	11/25/2024	12,726.00
1017891	CityMVD	City Of Moreno Valley	11/25/2024	49.20
1017891	HBS	Husch Blackwell Strategies LLC	11/25/2024	8,795.00
1017893	WMWD	Western Municipal Water District	11/25/2024	7,106.85
101/073	44 141 44 D	Western Municipal Water District	11/23/2027	7,100.83

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017894	CanonF	Canon Finandial Services, Inc.	11/25/2024	4,834.85
1017895	WASTEM	WM Corporate Services, Inc.	11/25/2024	792.76
1017896	SQUIRE	SQUIRE PATTON BOGGS LLP	11/25/2024	14,107.50
			Report Total (50 checks):	240,581.72

Checks by Date - Summary by Check Number

User: SchumacherN
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003860	RIVTLMA	TLMA Administration- County Of Riversid	11/06/2024	39,600.00
2003861	PHILLIPS	Phillips 66-CO./SYNCB	11/07/2024	485.55
2003862	SCE4	Southern California Edison	11/07/2024	7,035.92
2003863	Willdan2	Willdan Financial Services	11/07/2024	9,000.00
2003864	HOMEDE	Home Depot Credit Services	11/07/2024	533.24
2003865	WMWD2	Western Municipal Water District	11/07/2024	8,804.32
2003866	FRONTIER	Frontier Communications	11/25/2024	6.27
2003867	Aqua	Aqua Backflow & Chlorination, Inc	11/25/2024	232.00
2003868	SCE4	Southern California Edison	11/25/2024	11,397.63
2003869	WMWD	Western Municipal Water District	11/25/2024	444.18
2003870	HOMEDE	Home Depot Credit Services	11/25/2024	42.00
2003871	TEAM	Team Sweep	11/25/2024	5,650.00
2003872	WMWD2	Western Municipal Water District	11/25/2024	22,526.74
			Report Total (13 checks):	105,757.85

Checks by Date - Summary by Check Number

User: SchumacherN
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000172	SCE4	Southern California Edison	11/05/2024	101.17
4000173	Willdan2	Willdan Financial Services	11/05/2024	5,000.00
4000174	SCE4	Southern California Edison	11/25/2024	743.60
4000175	WMWD	Western Municipal Water District	11/25/2024	150.00
4000176	TEAM	Team Sweep	11/25/2024	2,050.00
			Report Total (5 checks):	8,044.77

Checks by Date - Summary by Check Number

User: SchumacherN
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009650	MGS	M.G.S.	11/06/2024	90.86
3009651	Montg	Montgomery Plumbing	11/06/2024	3,587.50
3009652	PHILLIPS	Phillips 66-CO./SYNCB	11/06/2024	207.95
3009653	WestCoas	West Coast Arborists, Inc	11/06/2024	690.00
3009654	SouthCou	South County Pest Control, Inc.	11/06/2024	273.00
3009655	SCE4	Southern California Edison	11/06/2024	74.80
3009656	Compare	Compare Carpets & Hardfloors Inc.	11/06/2024	300.00
3009657	WMWD	Western Municipal Water District	11/06/2024	44,460.86
3009658	EWING	Ewing Irrigation Products, Inc.	11/06/2024	68.46
3009659	HOMEDE	Home Depot Credit Services	11/06/2024	517.57
3009660	ABILITY	Ability Counts, Inc.	11/21/2024	13,500.00
3009661	Automate	Automated Gate Services, Inc.	11/21/2024	120.00
3009662	BankofAm	Bank Of America	11/21/2024	208.00
3009663	FRONTIER	Frontier Communications	11/21/2024	12.53
3009664	Montg	Montgomery Plumbing	11/21/2024	1,592.50
3009665	StaplesA	Staples Business Credit	11/21/2024	90.57
3009666	CAAPAS	California Apartment Association	11/21/2024	61.00
3009667	SouthCou	South County Pest Control, Inc.	11/21/2024	187.00
3009668	DunnE	Dunn Edwards Corporation	11/21/2024	462.18
3009669	SCE4	Southern California Edison	11/21/2024	118.14
3009670	WMWD	Western Municipal Water District	11/21/2024	888.36
3009671	EWING	Ewing Irrigation Products, Inc.	11/21/2024	221.79
3009672	WASTEM	WM Corporate Services, Inc.	11/21/2024	850.32
3009673	WMWD2	Western Municipal Water District	11/21/2024	44,221.84
			Report Total (24 checks):	112,805.23

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (5)

Meeting Date: January 8, 2025

Action: AUTHORIZE ADVERTISING A REQUEST FOR

PROPOSALS (RFP) FOR PATROL SERVICES WITHIN

NORTHEAST CORNER AREA

Motion: Move to authorize advertising a Request for Proposals (RFP) for patrol

services within Northeast Corner Area.

Background:

The March Joint Powers Authority is responsible for providing security services for the northeast corner area. Due to violations to their service agreement terms with the JPA, the Patrol Security and Guard, Inc. was relieved of their services on November 8, 2024. As there are ongoing public safety and security needs throughout the northeast corner area and within vacant buildings on JPA properties, it is necessary to release a new Request for Proposals (RFP) for security services. As such, staff is requesting authorization to advertise an RFP to obtain new security and patrol services for the JPA northeast corner area.

Attachment(s): None.

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (6)

Meeting Date: January 8, 2025

Action: AWARD A FINAL CONTRACT TO LEAFWISE

LANDSCAPE, LLC, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE

CONTRACT

Proposed Motion: Move to award a final contract to Leafwise Landscape, LLC, and

authorize the Chief Executive Officer to execute the Contract.

Background:

On October 2, 2024, the March Joint Powers Commission authorized staff to advertise a Request for Proposals for March JPA Green Acres Landscape Maintenance and Repair Services. The project will deliver landscape maintenance to the Green Acres Historical Housing Community. MJPA staff received six (6) bids in response to the RFP. Of the six (6) bids received, Leafwise Landscape, LLC was deemed to be the lowest, most responsive and responsible bidder. The bids received are as follows:

Contractor	Bid Amount	Notes
Leafwise Landscape, LLC	\$175,927.56	Lowest Responsive Bid
Integrity Arborist & Ecoscape	\$357,600.00	
Mariposa Landscapes, Inc.	\$383,472.00	
Ability Counts, Inc.	\$384,000.00	
DW Landscape, Inc.	\$486,000.00	
Parkwood Landscape Maintenance., Inc.	\$511,188.00	

Leafwise Landscape, LLC submitted complete and correct bid documents and is recommended to receive the contract. Staff recommends approval of the award to Leafwise Landscape, LLC for the amount of One Hundred Seventy-Five Thousand Nine Hundred Twenty-Seven Dollars and Fifty-Six Cents (\$175,927.56) and authorize the Chief Executive Officer to execute the contract.

Attachment(s): None.

OF THE MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar Agenda Item No. 11 (7)

Meeting Date: January 8, 2025

Action: APPROVE THE SECOND AMENDMENT TO THE

TEMPORARY EASEMENT AGREEMENT BETWEEN
MARCH JOINT POWERS AUTHORITY AND THE
METROPOLITIAN WATER DISTRICT (MWD) AND
AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO

EXECUTE THE AMENDMENT

Motion: Move to approve the Second Amendment to the Temporary Easement

Agreement between March Joint Powers Authority and the Metropolitan Water District (MWD) and authorize the Chief Executive Officer to

execute the Amendment.

Background:

On August 10, 2022, the March Joint Powers Commission approved an Offer to Purchase Easement Property Interests, Temporary Construction Easements and Permanent Access, Pipeline and Tunnel Easements to the Metropolitan Water District (MWD) for the completion of the Perris Valley Pipeline Project (PVPP). The approval also included a Temporary Easement Agreement, which outlined the term of the possession of the Temporary Easement(s) for a period of 24 months, which commenced on September 1, 2022, through to August 31, 2024 ("Term"). In addition, MWD had the option to extend the terms of the Agreement for up to two (2) additional six (6)-month terms (each, a "Renewal Term"), provided notice in writing shall be given to March Joint Powers Authority (March JPA) at least thirty (30) days prior to the end of the initial Term or Renewal Term, as applicable. On August 14, 2024, The March Joint Powers Commission considered and approved the first of two extensions, which commenced on September 1, 2024, and will end on February 28, 2025.

The March JPA received an additional extension letter from MWD on December 9, 2024, exercising the second extension which would allow for an additional six (6)-month term, commencing on March 1, 2025, and ending on September 30, 2025. The additional extension is to allow MWD time to remove construction equipment from JPA properties and to restore properties to their original condition. The extension would result in a monthly payment rate of \$100 during the renewal term, to the March JPA, and will be prorated from the original date of termination.

Recommendation:

To assist in the continued development of the Perris Valley Pipeline Project, staff recommends the approval of the Second Amendment to the Temporary Easement Agreement between MWD and March JPA and authorize the Chief Executive Officer to execute the Amendment.

Attachment(s): Temporary Easement Agreement, Second

Amendment.

VIA CERTIFIED MAIL & EMAIL

Perris Valley Pipeline Interstate 215 Crossing Specification No. 1928 MWD Parcel Nos. PEVAL1-01-755PEA1; -766PEA1; -766PEA2; PEVAL1-01-755TEA1; -766TEA1; and -800TEA1 APN's 294-060-013; 294-060-018; 294-070-037; 294-140-013; and 294-150-009

December 9, 2024

Dr. Grace I. Martin March Joint Powers Authority 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

Dear Dr. Martin:

Subject: Exercise of First Extension Term for Sublease Agreement Dated August 22, 2022

We are writing to formally notify March Field Air Museum of The Metropolitan Water District of Southern California's (MWD) intention to exercise the first of the two available six-month extension terms for our sublease agreement dated August 22, 2022. The current sublease extension is set to expire on February 28, 2025, and this additional extension will cover the period from March 1, 2025, to September 30, 2025.

Please confirm receipt of this notice and acknowledge our request for the extension at your earliest convenience. Thank you for your attention to this matter, we appreciate your cooperation. If you need additional information, please contact me at (213) 217-6341 or via email at sjohnson@mwdh2o.com.

Respectfully,

Steven Johnson Real Estate Representative Acquisition Unit Engineering Group Services

Cc: March Field Air Museum

AMENDMENT NO. 2 TO ACCESS AGREEMENT WITH THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

This Amendment No. 2 to the Access Agreement is made and entered into as of January 8, 2025 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("Seller") and Metropolitan Water District of Southern California, a public corporation ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, the Seller and the Buyer have entered into an agreement, dated August 10, 2022, for the purpose of purchasing permanent and temporary easements for the Perris Valley Pipeline Project (the "Original Agreement").
- B. WHEREAS, the Parties entered into Amendment No. 1 to the Original Agreement in order to reflect Buyer's exercise of its first extension option pursuant to Section 4 of the Original Agreement.
- C. WHEREAS, the Parties now desire to amend the Original Agreement in order to reflect Buyer's exercise of its second extension option pursuant to Section 4 of the Original Agreement.
- NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals</u>. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
- 2. <u>Term.</u> Pursuant to Buyer's second extension option, the term of the Original Agreement shall be extended for an additional six months through September 30, 2025 unless earlier terminated. Pursuant to Section 4 of the Original Agreement, Buyer shall pay to Seller the monthly rate of \$100 during the Renewal Term prorated to the actual date of termination.
- 3. <u>Full Force</u>. Except as amended by this Amendment No. 2, all provisions of the Original Agreement, as previously amended, 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. 2.
- 4. <u>Electronic Transmission</u>. A manually signed copy of this Amendment No. 2 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. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

5. <u>Counterparts</u>. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO ACCESS AGREEMENT WITH THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

BUYER	
THE METROPOLITAN WATER DISTRICT OF SOUTHERN	
CALIFORNIA	
Adel Hagekhalil General Manager	
APPROVED BY:	
Lily L. Shraibati Group Manager Real Property Group	

JPC: 01-08-25 11-8

OF THE MARCH JOINT POWERS AUTHORITY

MJPA- Reports, Discussions and Action Items Agenda Item No. 12 (1)

Meeting Date: January 8, 2025

RECEIVE AND FILE AN UPDATE FOR RIVERSIDE

COUNTYEMERGENCYMANAGEMENTDEPARTMENT,BYDEPUTYDIRECTORRAMON

LEON

Motion: Move to receive and file an update for Riverside County Emergency

Management Department, by Deputy Director Ramon Leon.

Background:

Ramon Leon is the Deputy Director for the Riverside County Emergency Management Department. Ramon is responsible for the administrative divisions of the department that include divisions that manage budgets, contracts, grants, human resources, emergency plans, volunteers and training.

Ramon began his career with the County of Riverside in 2005 with the Riverside County Department of Public Health, Bio-Terrorism Preparedness Branch. While with Public Health, he managed the Hospital Preparedness Program where he coordinated the Healthcare Coalition and implemented the first emergency management communication system with all acute care receiving hospitals, County clinics, and included several skilled nursing/assisted living facilities.

Ramon was responsible for building emergency medical equipment caches which were deployed in multiple responses such as the H1N1 response in 2009 and Covid response in 2020. Throughout his career, he has been involved in various medical health emergency operations and activations of the County Emergency Operation Center. Ramon has also served in various regional and statewide Public Health, CalOES, and local committees such as the Riverside County Anti-Terrorism Approval Authority.

Currently, Ramon is committed to building and strengthening emergency preparedness resiliency in the communities in Riverside County by enhancing a strong network of community leaders, volunteers, including non-governmental organizations, and faith-based organizations.

Attachment(s): Bio

Riverside County Emergency Management Department

Ramon Leon
Deputy Director



Ramon Leon, Deputy Director for the Riverside County Emergency Management Department. Ramon has been with the department since it was established in 2015 and is responsible for the administrative divisions of the department. Some of these functions include oversight of the divisions that manage budgets, contracts, grants, human resources, emergency plans, volunteers and training.

Ramon began his career with the County of Riverside in 2005 with the Riverside County Department of Public Health, Bio-Terrorism Preparedness Branch. While with Public Health, he managed the Hospital Preparedness Program where he coordinated the Healthcare Coalition and implemented the first emergency management communication system with all acute care receiving hospitals, County clinics, and included several skilled nursing/assisted living facilities. In addition, Ramon was responsible for building emergency medical equipment caches which were deployed in multiple responses such as the H1N1 response in 2009 and Covid response in 2020. In preparation for these types of responses, Ramon trained and coordinated the Healthcare Coalition with semi-annual tabletop and annual functional emergency exercises.

Throughout his career, he has been involved in various medical health emergency operation and County Emergency Operation Center activations and has served in positions such as the Director of the EOC and the Medical Health Department Operation Center, Plans Chief and Logistics Chief. Ramon has also served in various Regional and Statewide Public Health, CalOES, and local committees such as the Riverside County Anti-Terrorism Approval Authority.

Currently, Ramon is committed to building and strengthening emergency preparedness resiliency in the communities in Riverside County by enhancing a strong network of community leaders, volunteers, including non-governmental organizations, and faith-based organizations.

OF THE MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items Agenda Item No. 12 (2)

Meeting Date: January 8, 2025

Report: TECHNICAL ADVISORY COMMITTEE MEETING

Motion: Receive and file the monthly Technical Advisory Committee - Regular

Meeting report for January 6th, 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. The Commission also appointed the TAC members as the ad-hoc to work with staff on the JPA sunsetting process.

On January 6th, the TAC held a special meeting and received updates that included, but were not limited to, the following items:

- 1) Security Briefing by Special Agent Daniel Dean
- 2) March JPA 2024 Year-End Review and 2025 Goals

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

Attachment(s): None

OF THE MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items Agenda Item No. 12 (3)

Meeting Date: January 8, 2025

Action: APPROVE ASSIGNMENTS TO COMMITTEES OF THE

MARCH JOINT POWERS COMMISSION AND TAKE ANY ACTION AS DIRECTED BY THE COMMISSION

Motion: Move to approve Assignments to Committees of the March Joint Powers

Commission and take any action as directed by the Commission.

Background:

Due to the new calendar year, it is necessary to appoint and/or reaffirm members of standing committees comprised of Commissioners. Following is a matrix of current committees, appointees and vacancies.

Committee	Current Members
Finance Subcommittee	i) Edward Delgado, City of Moreno Valleyii) Michael Vargas, City of Perrisiii) Chuck Conder, City of Riverside
Meridian Implementation Committee / March Business Center Implementation Committee	i) Chuck Conder, City of Riversideii) Kevin Jeffries, County of Riversideiii) Edward Delgado, City of Moreno Valley
Parks Subcommittee	i) Kevin Jeffries, County of Riversideii) Michael Vargas, City of PerrisAlternate - Jim Perry, City of Riverside
Airport Land Use Study Committee	i) Chuck Conder, City of Riversideii) Michael Vargas, City of PerrisAlternate - Jim Perry, City of Riverside
Ad-hoc Subcommittee	i) Michael Vargas, City of Perrisii) Jim Perry, City of Riverside

Attachment(s): None.

OF THE MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items Agenda Item No. 12 (4)

Meeting Date: January 8, 2025

Action: APPROVE A FINANCIAL PARTICIPATION OF SIX

MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$6,195,000) TOWARD THE CACTUS CHANNEL PROJECT, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO FINALIZE THE CACTUS CHANNEL COOPERATIVE FUNDING AGREEMENT BETWEEN THE MARCH JOINT POWERS AUTHORITY AND THE RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, AND EXECUTE THE AGREEMENT ON BEHALF OF

THE MARCH JPA

Motion: Move to approve a financial participation of Six Million One Hundred

Ninety-Five Thousand Dollars (\$6,195,000) toward the Cactus Channel Project, and authorize the Chief Executive Officer to finalize the Cactus Channel Cooperative Funding Agreement between the March Joint Powers Authority and the Riverside County Flood Control & Water Conservation District, and execute the agreement on behalf of the March

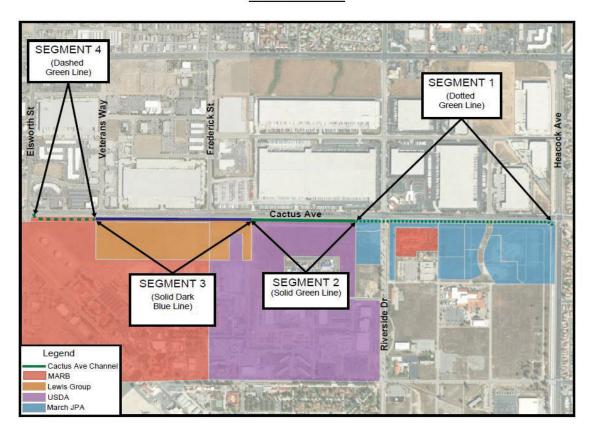
JPA.

Background: The Cactus Channel (outlined in red on Image 1) is an approximate one and a half (1.5) mile, un-improved drainage facility that borders the Base to the north from the I-215 freeway to the terminus in the Heacock Channel (outlined in yellow on Image 1).



The Cactus Channel is owned by different public and private entities. As such, implementing a full improvement of the project would entail multiple partnerships. Exhibit A, below, illustrates the segmented ownership of channel properties between Elsworth Street and Heacock Avenue. By replacing the existing soft bottom channel with a fully concrete underground flood facility, this will provide full flood protection to Moreno Valley city streets and businesses north of the channel as well as military, private and public properties south of the channel. The line would also complete RCFCWCD's overall Sunnymead Area drainage system around the March Air Reserve Base.

Exhibit A



Engineering estimates for the Cactus channel project have experienced hikes in construction costs since COVID. New project estimates place the project just over the \$26 Million mark with the following cost share summary based on Stakeholders' participation.

Exhibit B - Estimated Cost

Dec-23

Project Delivery Cost Estimate -		
	\$20,803,000 All Underground Construction Contract Estimate (CCE)	
	\$2,080,000 DESIGN COST, Eng & Enviro & Admin of CCE	
	\$624,000 MSHCP (3%) of CCE	
	\$2,697,000 Offsite Mitigation 2.9ac @ 2:1 X \$465,000 per acre	
	\$26,204,000 PROJECT total cost	

Cost Share Summary -	\$26,204,000	PROJECT total cost	
Fixed Price Partners:	Contribution		
DISTRICT CONTRIBUTION	\$9,000,000	34% of project cost	
CITY CONTRIBUTION	\$524,000	2% of project cost	
	\$16,680,000	Remaining Funding Gap	
Frontage Prorated Partners:	Contribution	Proration	
USAF CONTRIBUTION	\$1,950,000	12% (900ft/7700ft)	SEGMENT 4
USDA CONTRIBUTION	\$3,412,000	20% (1575ft/7700ft)	SEGMENT 2
LEWIS GROUP CONTRIBUTION	\$5,123,000	31% (2365ft/7700ft)	SEGMENT 3
MARCHONE/MJPA CONTRIBUTION	\$6,195,000	37% (2860ft/7700ft)	SEGMENT 1

Over the past eight (8) years March JPA has worked closely with Riverside Flood Control & Water Conservation District, Air Force Reserve Command, March Air Reserve Base, private developers, Moreno Valley and the USDA to obtain easements and construction funding through community partnership agreements. This project has been at the top of the JPA's lobbying efforts in Washington DC in past years. The design of the proposed facility is 100% complete and construction easements and cooperative funding agreements have been circulated to stakeholders by the RCFCWCD.

Attached for the Commission's consideration is a draft agreement between the March JPA and RCFCWCD outlining terms for the funding and construction of the project, to include March JPA's proportionate share of Six Million and One Hundred and Ninety-Five Thousand Dollars (\$6,195,000). On March 6th, 2024, a Fifth Amendment to the Disposition and Development Agreement (DDA) between the March Joint Powers Authority and March1 LLC (master developer), obligated the master developer of the March LifeCare Campus project to contribute \$3 million toward the construction of the Cactus Channel project. As such, March JPA's financial obligation would be a combination of March LifeCare Cactus channel funds, and \$3.195 million from Authority general fund proceeds or other sources of funding as deemed appropriate by the Commission.

The County of Riverside, in addition to completing agreements with all Stakeholders, would be responsible for the full permitting, construction and maintenance of the Cactus Channel project. Given the regional significance of the project, and beneficial long-term protection of March Air Reserve Base and the JPA's Northeast Corner properties, staff is recommending that the Commission approve the JPA's financial participation of no more than \$6,195,000 toward the

Cactus Channel Project and authorize the Chief Executive Officer to finalize the Cooperative Funding Agreement with RCFCWCD and execute the Agreement on behalf of the March JPA.

Attachment(s): Cooperative Funding Agreement

COOPERATIVE FUNDING AGREEMENT

Sunnymead - Cactus Avenue Channel, Stage 1 Project No. 4-0-00013 Miscellaneous No. 186

This Cooperative Funding Agreement ("Agreement"), dated as of _______, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY") which are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

- A. DISTRICT and MJPA wish to work collaboratively to expedite the completion of a certain stormwater management facility known as the Sunnymead Cactus Avenue Channel, Stage 1. The construction of Sunnymead Cactus Avenue Channel, Stage 1 comprises of approximately 7,700 lineal feet of underground reinforced concrete box designed to alleviate flooding on Cactus Avenue and to provide necessary flood protection to the properties south of Cactus Avenue between Elsworth Street and Heacock Street, including the March Air Reserve Base ("MARB") and property owned by the United States of America Department of Agriculture ("USDA"), as shown in concept on Exhibit "A", attached hereto and incorporated herein; and
- B. MJPA is the legal owner of record of certain real property, located within the County of Riverside, ("MJPA PARCEL"), as shown on Exhibit "A"; and
- C. The following channel segments further describe the Sunnymead Cactus Avenue Channel, Stage 1 improvements and as shown in concept on Exhibit "A":
 - i. "SEGMENT 1": Approximately 2,860 lineal feet of underground storm drain from the upstream terminus of existing interim Cactus Channel Lateral, which was constructed as a part of Sunnymead MDP Line B, Stage 3 (Drawing Number 4-1071), westerly to approximately 435 lineal feet west of the centerline for Riverside Drive. SEGMENT 1 is shown in concept as a dotted green line on Exhibit "A";

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- ii. "SEGMENT 2": Approximately 1,575 lineal feet of underground storm drain from SEGMENT 1 westerly to approximately 615 lineal feet east of the centerline for Frederick Street. SEGMENT 2 is shown in concept as a solid green line on Exhibit "A";
- iii. "SEGMENT 3": Approximately 2,320 lineal feet of underground storm drain from SEGMENT 2 westerly to centerline of Veterans Way. SEGMENT 3 is shown in concept as a solid dark blue line on Exhibit "A";
- iv. "SEGMENT 4": Approximately 900 lineal feet of underground storm drain from SEGMENT 3 westerly to approximately 130 lineal feet east of the centerline for Elsworth Street. SEGMENT 4 is shown in concept a dashed green line on Exhibit "A"; and
- F. Altogether, SEGMENT 1, SEGMENT 2, SEGMENT 3 and SEGMENT 4 are hereinafter collectively called "DISTRICT FACILITIES"; and
- G. Associated with the construction of DISTRICT FACILITIES is the construction of certain inlet structures, certain catch basins, connector pipes and any other associated improvements located within MJPA held easements or rights of way, hereinafter called "MJPA APPURTENANCES"; and
- H. Together DISTRICT FACILITIES and MJPA APPURTENANCES are hereinafter called "PROJECT"; and
- I. MJPA will continue to operate in this role until its planned sunset on July 1, 2025, at which time COUNTY will become successor-in-interest and will be entirely responsible for all future land use reviews and approvals, and assume corresponding responsibilities for projects within area currently managed by MJPA; and
- J. DISTRICT will contract for the construction of all four segments of PROJECT provided that (i) funding becomes available and is appropriately budgeted for and approved by DISTRICT's Board of Supervisors, (ii) MJPA complies with all applicable terms and conditions as set forth in this Agreement, and (iii) funding and necessary construction and maintenance easements are secured by Federal stakeholders pursuant to separate Memorandum of Agreement ("FEDERAL MOA"); and
- K. PROJECT costs are currently estimated at Twenty-Six Million Two Hundred Four Thousand Dollars (\$26,204,000) ("ESTIMATED COST"), as shown on Exhibit "B", attached hereto and incorporated herein; and

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- L. MJPA shall provide a cost-share contribution amount of Six Million One Hundred Ninety-Five Thousand Dollars (\$6,195,000), hereinafter called "MJPA CONTRIBUTION", as set forth herein; and
- M. Parties shall endeavor to follow the estimated PROJECT schedule ("Milestone Schedule"), attached hereto as Exhibit "C", setting forth the order and dates in which the Parties propose to carry out the various parts of work, including estimated start and completion dates.
- N. Lewis Management Corp, a Delaware corporation ("LEWIS GROUP") has prepared the PROJECT improvement plans and will submit to COUNTY and DISTRICT for their respective review and approval; and
- O. DISTRICT is willing to prepared or caused to be prepared the necessary and appropriate California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") document(s), and the construction and operation and maintenance regulatory permits for PROJECT and submit to COUNTY for review and approval; and
- P. Due to mutual interests in PROJECT, USAF and USDA wish to support DISTRICT's efforts to construct PROJECT. Pursuant to a separate FEDERAL MOA and/or instrument:
 - i. The USAF and the USDA will convey the necessary rights of way to DISTRICT for construction, operation and maintenance of PROJECT;
 - ii. The USAF will provide financial contribution towards PROJECT which are prorated based on property frontage along Cactus Avenue within the project area, as shown in concept on Exhibit "A" and Exhibit "B"; and
- Q. Due to mutual interests in PROJECT, LEWIS GROUP wishes to support DISTRICT's efforts to construct PROJECT. Pursuant to a separate agreement:
 - iii. LEWIS GROUP will convey the necessary rights of way to DISTRICT for construction, operation and maintenance of PROJECT;
 - iv. LEWIS GROUP will provide financial contribution towards PROJECT which are prorated based on property frontage along Cactus Avenue within the project area, as shown in concept on Exhibit "A" and Exhibit "B"; and
 - R. MJPA and COUNTY desire DISTRICT to accept ownership and

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responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve LEWIS GROUP's plans, engineering analysis reports, utility research, and right of way documents for PROJECT; and

- S. DISTRICT desires COUNTY to accept ownership and responsibility for the operation and maintenance of MJPA APPURTENANCES; and
- T. The Parties acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DISTRICT shall:

- 1. Pursuant to the California Environmental Quality Act (CEQA), act as the lead agency and assume responsibility for the preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation, and maintenance of PROJECT.
- 2. Review, comment and approve, as appropriate and at its sole cost and expense, the IMPROVEMENT PLANS prepared by LEWIS GROUP.
- 3. At its sole cost and expense prepare and obtain REGULATORY PERMITS for construction and maintenance of PROJECT.
- 4. At its sole cost and expense, review, comment and approve, as appropriate, all rights of way documents necessary for the construction and operation and maintenance of PROJECT.
- 5. Record, or cause to be recorded, the easement(s) or grant deed(s) provided on behalf of all Parties as determined appropriate by DISTRICT for PROJECT.
- 6. Prior to commencing construction of PROJECT, implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.
- 7. Relocate, or cause others to relocate, all utilities that conflict with the construction of PROJECT and which are not ordered by one of the other Parties.
 - 8. Prior to advertising PROJECT for construction, invoice:
 - a. MJPA for MJPA CONTRIBUTION; and
 - b. LEWIS GROUP for LEWIS GROUP CONTRIBUTION; and

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- c. USAF for its contribution in accordance with RECITAL P.
- 9. Advertise PROJECT within sixty (60) days of DISTRICT's receipt of MJPA CONTRIBUTION, USAF contributions pursuant to separate FEDERAL MOU, and the LEWIS CONTRIBUTION pursuant to separate agreement.
- 10. Award and administer a public works construction contract for PROJECT.
- 11. Provide the Parties with written notice that DISTRICT has awarded a construction contract for PROJECT.
- 12. Within thirty (30) days of awarding construction contract for PROJECT segment(s) DISTRICT is constructing, pay the Western Riverside County Regional Conservation Authority the costs associated with the MSHCP, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.
- 13. Prior to commencing construction, schedule and conduct a preconstruction meeting between DISTRICT, DISTRICT's construction manager, DISTRICT's construction contractor(s), and invite COUNTY, and other affected entities. DISTRICT shall endeavor to follow the estimated PROJECT schedule, as shown on Exhibit "C", setting forth the order and dates in which the DISTRICT proposes to carry out the various parts of work, including estimated start and completion dates. DISTRICT shall notify COUNTY, and other affected entities at least twenty (20) days prior to conducting the pre-construction meeting.
- 14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and COUNTY employees on the site.
- 15. Require its prime construction contractor(s) to include COUNTY and MJPA, as additional insureds under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include COUNTY as a third-party beneficiary of any and all warranties of the contractor's work with regard to MJPA APPURTENANCES.
- 16. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT, COUNTY, and other parties.
 - 17. Inspect, or cause to be inspected, the construction of PROJECT.
- 18. Keep an accurate accounting of all CONSTRUCTION COSTS associated with PROJECT and provide MJPA, with a final accounting within ninety (90) days

after DISTRICT acceptance of PROJECT as being complete. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to payment vouchers, change orders, utilities relocated by DISTRICT and other such construction contract documents.

- 19. Within two (2) weeks of completing construction, provide the Parties with written notice that construction is substantially complete and request that COUNTY conduct a final inspection of MJPA APPURTENANCES.
- 20. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.
- 21. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible copy of "record drawing" plans for PROJECT.
- 22. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and the conveyance capacity of two bridges constructed by LEWIS GROUP upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) COUNTY acceptance of MJPA APPURTENANCES for ownership, operation and maintenance.
- 23. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

MJPA shall:

- 1. Prior to advertisement of PROJECT, furnish DISTRICT with all necessary rights of way, rights of entry and temporary construction easements as may be necessary for the design, construction and maintenance of the PROJECT.
- 2. Furnish DISTRICT, when submitting the conveyance document(s), with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the conveyance document(s).
- 3. Grant DISTRICT, by execution of this Agreement, the right to inspect, and construct PROJECT within MJPA owned rights of way, and to operate and maintain DISTRICT FACILITIES and the conveyance capacity of two bridges within MJPA owned rights of way.

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- 4. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s). At the time of recordation of the conveyance document(s), furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.
- 5. On behalf of DISTRICT, order or caused to be relocated all utilities within MJPA rights of way that are in conflict with PROJECT and which must be relocated at the utility owner's expense.
- 6. Within thirty (30) days after receipt of DISTRICT's invoice, pay MJPA CONTRIBUTION.
- 7. At its sole cost and expense, pay for all MJPA's administrative costs associated with PROJECT.

SECTION III

COUNTY Shall:

- 1. Act as Responsible Agency, taking all necessary and appropriate action to comply with CEQA.
- 2. Inspect the construction of PROJECT for quality control purposes at its sole cost and expense and provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.
- 3. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of MJPA APPURTENANCES.
- 4. Upon completion of PROJECT construction and COUNTY's receipt of DISTRICT's Notice of Completion, accept ownership and responsibility for the operation and maintenance of MJPA APPURTENANCES.

SECTION IV

The Parties agree to indemnify each other as follows:

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- 1. Each Party (as "Indemnitor") shall indemnify, defend, save and hold harmless the other Party (including the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) (as "Indemnitees") from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to negligence or willful misconduct related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorneys' fees, or (d) any other element of any kind or nature whatsoever.
- 2. The Indemnitor shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), of Indemnitees in any claim, proceeding or action for which indemnification is required.
- 3. Each Party, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of the other Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnification obligations to the other Party.
- 4. The indemnification obligations shall be satisfied when the Indemnitor has provided to the Indemnitees the appropriate form of dismissal (or similar document) relieving the Indemnitees from any liability for the claim, proceeding or action involved.
- 5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the Indemnitor's obligations to indemnify and hold harmless the Indemnitees from third party claims.
- 6. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve Indemnitor from indemnifying Indemnitees to the fullest extent allowed by law.
- 7. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

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SECTION V

It is further mutually agreed:

- 1. Except as otherwise provided herein, all construction work involved with PROJECT shall not be deemed complete until approved and accepted as complete by DISTRICT.
- 2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.
- 3. In the event the Parties desire to include any additional work as part of PROJECT, said Party shall submit a written request to DISTRICT describing the additional work desired and agrees to pay DISTRICT for any agreed upon work requested. Payment for the requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.
- 4. The Parties each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.
- 5. This Agreement is to be construed in accordance with the laws of the State of California.
- 6. Any and all notices sent or required to be sent to any Party shall be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: Riverside County Flood Control and Water Conservation District

1995 Market Street Riverside, CA 92501

Attn: Albert Martinez, Chief of Developer Services

To MJPA: MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite #140

Riverside, CA 92518

Attn: Grace Martin, Chief Executive Officer

To COUNTY: COUNTY OF RIVERSIDE

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Attn: Transportation Department

7. If any provision of this Agreement is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 8. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 9. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.
- 10. Any waiver by the Parties of any breach by the others of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require from the other exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping the Parties from enforcement hereof.
- 11. The rights and obligations under this agreement of the Parties shall inure to and be binding upon all heirs, successors and assignees.
- 12. Parties shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other Parties hereto being first obtained.
- 13. The individual(s) executing this Agreement certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel and, or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.
- 14. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.
- 15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. This Agreement is intended by the Parties hereto as their final expression with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of all Parties hereto.

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[SIGNATURES ON FOLLOWING PAGES]



(to be filled in by Clerk of the Board)	
RECOMMENDED FOR APPROVAL:	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
By	By KAREN SPIEGEL, Chair Riverside County Flood Control and Water Conservation District Board of Supervisors
APPROVED AS TO FORM:	ATTEST:
MINH C. TRAN County Counsel	KIMBERLY RECTOR Clerk of the Board
ByNAME Deputy County Counsel	By

[SIGNED IN COUNTERPART]

Sunnymead - Cactus Avenue Channel, Stage 1 Project No. 4-0-00013

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MARCH JOINT POWERS AUTHORITY

	By
	GRACE MARTIN, DPPD
	Chief Executive Officer
APPROVED AS TO FORM:	ATTEST:
By	By
BEST, BEST & KRIEGER LLP	CINDY CAMARGO,
MJPA General Counsel	Clerk, March Joint Powers Commission
	(SEAL)

Sunnymead - Cactus Avenue Channel, Stage 1 Project No. 4-0-00013

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RECOMMENDED FOR APPROVAL:	COUNTY OF RIVERSIDE
By	ByCHUCK WASHINGTON, Chair Board of Supervisors
APPROVED AS TO FORM:	ATTEST:
MINH TRAN County Counsel	KIMBERLY RECTOR Clerk of the Board
ByNAME Deputy County Counsel	By Deputy
	(SEAL)

Sunnymead - Cactus Avenue Channel, Stage 1 Project No. 4-0-00013

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MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items Agenda Item No. 12 (5)

Meeting Date: January 8, 2025

RECEIVE AND FILE A REPORT OF MARCH JPA 2024

YEAR-END REVIEW AND 2025 GOALS BY CHIEF

EXECUTIVE OFFICER DR. GRACE MARTIN

Motion: Move to receive and file a report of March JPA 2024 Year-End Review

and 2025 Goals by Chief Executive Office Dr. Grace Martin.

Background:

The Chief Executive Officer will provide a report of March Joint Powers Authority accomplishments in 2024, with goals for 2025. Following is a summary of notable items:

	2024 Accomplishments
	1. Fifth Amendment to March LifeCare DDA:
March JPA Land	- \$3 million to Cactus Channel Project
Use Authority	2. Cactus Channel Project Success with USDA
	3. Progress on Lateral B easements with Air Force
	4. US Vets Expansion – Comfort Homes
	5. EJ Element Completed
	6. Senate Bill 994 – LLMD / CFD Sunsetting
	7. FTZ 244 Growth – 4 new companies
	8. Expand LLMD Area – generating \$3 Million in assessments
	9. Complete LLMD capital projects
	10. Fire/Building Inspection Program
March Joint	Natural Gas System hand-off agreement with SoCal Gas Company. New SoCal
Powers Utility	Gas backbone infrastructure in Northeast Corner – construction in 2025.
Authority	
-	1. Completed Airport Master Plan and updated Airport Layout Plan
March Inland	2. FAA approval of two major capital projects
Port Airport	3. MIPAA reinstatement into FAA's discretionary list
Authority	4. OLDCC Approval of Energy Resiliency Grant for joint energy project with
v	Base
	5. MARB and MIPAA Memorandum of Agreement for cost sharing on major
March Inland	construction and repair projects on Joint Use Flying Facilities
Port Airport	6. ENA with Riverside County Sheriff on helicopter unit relocation
Authority	7. Emergency Response Collaboration: Aircraft Incident Exercise
v	8. New Quarterly airport security meetings between MIPAA, MIPAA tenants,
	Base Command, MARB Base Security Forces and airfield ops.

	Goals for 2025
January 2025	
through	1. Complete MIPAA Reorganization
June 2025	2. Execute Cactus Channel agreement with County Flood Control
June 2023	3. Complete work with Developers and County Staff on Land Use Authority
	transition to the County
	4. Complete LLMD / CFD Transition to the County
	5. Complete Land Use applications for developments:
	6. Complete AF Village West Drive Extension to Nandina
	7. Complete Air Show Golf Tournament Air Show
	8. Begin MIPAA capital projects after air show
	9. Begin State lobbying efforts
	March JPA
Beyond	a. Continue federal lobbying efforts – Washington DC; Association of Defense
June 2025	Communities (ADC); Airlift Tanker Association (ATA)
June 2023	b. New lobbying efforts in Sacramento
	c. Grow Foreign Trade Zone program – 3rd largest in California
	d. Manage Successor Agency to former JPA Redevelopment Agency
	West March Properties
	a. Ongoing maintenance of conservation areas and relationship with Rivers &
	Lands Conservancy (RLC)
	b. Ongoing management of General Old Golf Course
	Northeast Corner Management
	a. Ongoing management of Green Acres Community
	b. Ongoing management of leases with Church, US Vets, etc.
	c. Land exchange negotiations with MARB and Army Reserves
	d. Ongoing property negotiations in Northeast Corner
	e. Cactus Channel construction
	March Joint Powers Utility Authority
	a. Hand off gas utility system to So Cal Gas
	b. Coordinate gas system switch with federal and non-federal tenants
	c. Dissolve Utilities Authority
	March Inland Port Airport Authority
	a. Ongoing management and updates to compliance and policy documents for
	airport – Rules & Regulations; Airport Emergency Plan; Undated Fees
	Schedule
	b. Joint Use Agreement Negotiations with Air Force
	c. Delivery of capital projects for FAA compliance
	d. Fuel farm expansion project
	e. General Aviation terminal expansion project f. Start Lateral B construction with Riverside County Flood
	g. Review Sheriff's air unit relocation proposalh. Parcel D-1 air cargo expansion proposal
	i. Accept and implement OLDCC Grant program for Energy Resiliency Study
	with March Air Reserve Base
	j. Maintain quarterly airfield ops/security meetings
	k. Start annual aircraft incident exercises for - MIPAA
	A. STATE MINISTER MINISTER PROPERTY STREET, ST

Attachment(s): None.

MARCH JOINT POWERS COMMISSION

OF THE

MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar Agenda Item No. 13 (1)

Meeting Date: January 8, 2025

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 MIPAAs bulk storage fuel facility and portions of MIPAAs executive terminal. A draft MOU is being reviewed by the parties. Once MOU terms have been agreed upon, staff will brief the TAC and Commission.

Riverside Inland Development, LLC, VIP-215 Project

Objective: Private Development of Parcel D2 generating revenue and jobs

Status: On December 16, 2020 and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre, VIP 215 Project site is located directly east of the I-215 Freeway off-ramp at Van Buren Boulevard, south of the existing March Field Air Museum, and west of the existing runways and facilities of the March Air Reserve Base and north of the boundary of the City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. Specifically, the approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building (intensive ecommerce use), inclusive of 46,637 square-feet of ground floor office space and 13,506 square feet of second floor office space. The building has a maximum height of 54 feet. The project site includes 2,551 parking spaces for employees and visitors, 428 truck trailer parking stalls and 39 stalls for tractor cab parking. The building address is 25000 Van Buren Boulevard, Riverside, California, 92518. On May 26, 2021, the March JPA Commission considered and approved a Plot Plan Amendment and Tentative Parcel Map for the VIP 215 Project. Amended Plot Plan, reduced the size of the warehouse building by 155,416 sq. ft., to 1,866,948 sq. ft., reduced the number of vehicle parking spaces from 2,551 to 2,390, increased the number of truck trailer

parking stalls from 428 truck trailer parking stalls to 1,000, the elimination of one driveway, along the extension of Van Buren Boulevard, and the addition of a Pedestrian Bridge, to allow for unrestricted truck movement through the most northern drive aisle (Driveway 1), and pedestrian access, via the bridge from a staircase on either side of the drive aisle. The height of the bridge will be approximately 31.5 feet. March ARB, March JPA and Developer are working on obtaining the required approvals and easements for an Interim Drainage Outfall Facility to be constructed on March ARB, to support project off site and project on-site drainage until the Riverside County Perris Valley Lateral B Project, Stage 5, is completed. 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. 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 setaside 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, CEOA 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 The form/review is to help March ARB determine the level/type of NEPA comment. 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 The Draft EIR is available 23, 2024. for 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 Merdian 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. 13 (2)

Meeting Date: January 8, 2025

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 November 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): Financial Status Reports for November 2024.

March Inland Port

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

ASSETS		
Cash In Bank	\$	7,925,503.52
Investment Account		2,049,500.62
Accounts Receivable		248,967.91
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		144,877,317.97
LIABILITIES		
Debt to the JPA		2,687,896.35
Payroll Liabilities		802,759.12
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	_	82,380,542.26
FUND BALANCE		
Net Position, Beginning of Fiscal Year		63,636,378.24
Change in Fund Balance for the month ending November 30, 2024		(1,139,602.53)
Ending Fund Balance, November 30, 2024	_	62,496,775.71
Total Liabilities and Net Position	\$	144,877,317.97

General Ledger Expenses vs Budget

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Period 05 - 05 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
500	March Inland Port Fund					
500-10-50100-05	Salaries and Wages	460,344.00	36,054.86	198,911.84	261,432.16	56.79
500-10-50100-10	Benefits	69,661.00	5,114.92	25,422.74	44,238,26	63.51
500-10-50100-15	PERS Contributions	39,971.00	3,521.94	18,976.54	20,994.46	52.52
500-10-50100-20	Medicare Tax	7,685.00	566.49	3,085.32	4,599.68	59.85
500-10-50100-30	Workers Compensation Ins.	7,200.00	0.00	0.00	7,200.00	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	1,561.05	2,088.95	57.23
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	0.00	8,274.53	-2,274.53	-37.91
500-10-50150-16	Office Supplies	1,500.00	45.28	739.08	760.92	50.73
500-10-50150-18	Telephone & Intenet Expense	20,500.00	1,674.94	6,543.54	13,956.46	68.08
500-10-50150-20	Mobile PhonesPagers	2,500.00	0.00	281.01	2,218.99	88.76
500-10-50150-24	Postage	100.00	25.90	96.95	3.05	3.05
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	4,068.51	-868.51	-27.14
500-10-50150-34	Office Equipment Maintenance	9,000.00	399.11	5,548.07	3,451.93	38.35
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	86.80	243.41	14,756.59	98.38
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	1,958.40	2,871.60	59.45
500-10-50150-48	Office Utilities	11,030.00	49.08	1,750.77	9,279.23	84.13
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	19,890.00	87,239.00	-62,239.00	-248.96
500-10-50200-02	General Legal Services	100,000.00	1,887.30	5,661.90	94,338.10	94.34
500-10-50200-04	Special Legal Services	100,000.00	0.00	4,126.05	95,873.95	95.87
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	153.42	34,846.58	99.56
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	1,778.85	1,778.85	48,221.15	96.44
500-10-50300-12	Taxiway G Realignment	4,096,423.00	86,408.63	92,204.63	4,004,218.37	97.75
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	31,305.80	18,694.20	37.39
500-20-51200-00	Building Maintenance	50,000.00	5,436.05	36,786.92	13,213.08	26.43
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	1,357.62	9,153.19	15,846.81	63.39
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	77.99	472.57	3,127.43	86.87
500-20-55000-00	Environmental Fees	18,000.00	2,691.00	2,691.00	15,309.00	85.05
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	19,170.32	23,829.68	55.42
500-20-55015-00	Air Force Payments (JUA)	391,000.00	1,903,332.00	1,930,356.42	-1,539,356.42	-393.70
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	0.00	17,092.94	57,907.06	77.21
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	2,071,039.46	2,517,787.27	6,392,988.73	71.7445
Grand Total		8,910,776.00	2,071,039.46	2,517,787.27	6,392,988.73	0.7174

General Ledger Revenue vs Budget

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Period 05 - 05 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	% ExpendCollect
500	March Inland Port Fund					
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-206,585.71	-1,032,928.55	-1,421,431.45	42.09
500-00-40300-00	PERMIT FEES	-6,000.00	0.00	0.00	-6,000.00	0.00
500-00-40500-00	GRANTSFEDERAL	-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	-123,737.54	-272,150.46	31.26
500-00-44050-04	Aircraft landing Fees	-281,010.00	-24,855.50	-190,418,93	-90,591.07	67.76
500-00-44050-14	Ramp Use Fees	-3,000.00	0.00	-421.49	-2,578.51	14.05
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	-29.680.23	-160,319.77	15.62
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	-998.00	-9,002.00	9.98
Revenue Total	1	7,722,646.00	231,639.21	1,378,184.74	6,344,461.26	17.846
Grand Total		7,722,646.00	231,639.21	1,378,184.74	6,344,461.26	0.1785

MARCH JOINT POWERS COMMISSION

OF THE MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar Agenda Item No. 13 (3)

Meeting Date: January 8, 2025

Action: APPROVE NOVEMBER 2024 DISBURSEMENTS

Motion: Move to approve the check disbursements for the month of November

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 November 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): Listing of checks disbursed in November 2024 for the March Inland

Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

User: SchumacherN Printed: 12/26/2024 8:43 AM



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
5005355	BESTBE	Best Best & Krieger, LLP	11/07/2024	1,887.30
5005356	C&S	C & S Engineers, Inc.	11/07/2024	86,408.63
5005357	FRONTIER	Frontier Communications	11/07/2024	823.58
5005358	Sunbelt	Sunbelt Rentals, Ind.	11/07/2024	5,136.05
5005359	SCE4	Southern California Edison	11/07/2024	849.35
5005360	Independ	Independent Fee Estimates, LLC	11/07/2024	2,390.00
5005361	Marathon	Marathon HVAC Services	11/07/2024	150.00
5005362	WASTEM	WM Corporate Services, Inc.	11/07/2024	241.78
5005363	DeptTrea	Department of Treasury	11/13/2024	1,903,332.00
5005364	BankofAm	Bank Of America	11/25/2024	86.80
5005365	FEDEX	FedEx	11/25/2024	25.90
5005366	FRONTIER	Frontier Communications	11/25/2024	851.36
5005367	Million	Million Air, Riverside	11/25/2024	77.99
5005368	StaplesA	Staples Business Credit	11/25/2024	45.28
5005369	RivEnvir	County of Riverside Department of Enviror	11/25/2024	2,691.00
5005370	Marathon	Marathon HVAC Services	11/25/2024	150.00
5005371	WMWD	Western Municipal Water District	11/25/2024	444.18
5005372	PaulAHan	Paul A Haney & Associates LLC	11/25/2024	5,000.00
5005373	CanonF	Canon Finandial Services, Inc.	11/25/2024	245.60
5005374	WMWD2	Western Municipal Water District	11/25/2024	1,065.96
			Report Total (20 checks):	2,011,902.76

MARCH JOINT POWERS COMMISSION

OF THE MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar Agenda Item No. 13 (4)

Meeting Date: January 8, 2025

Action: APPROVE MARCH INLAND PORT AIRPORT

AUTHORITY (MIPAA) AIRPORT POLICIES AND PRODCEDURES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY

DOCUMENTATION

Motion: Move to approve March Inland Port Airport Authority (MIPAA) Airport

Policies and Procedures and authorize the Chief Executive Officer to

execute any documentation.

Background:

Rules and Regulations reflect the code of the airport governing body, as amended, to govern all activities at March Inland Airport. The intent is to provide tenants with a single document representing a compendium of rules, regulations, procedures, and general information governing their activities at the March Inland Port Airport, consistent with FAA regulations, the Joint Use Agreement with the Air Force and related Air Force guidance and instructions for joint use airports. The provisions of this document set forth in the interests of public safety and efficient airport operations.

Attachment(s): March Inland Port Airport Authority Rules and Regulations



AIRPORT RULES AND REGULATIONS

MARCH INLAND PORT (KRIV)

January, 2025

Abstract

Provide Airport users with a single document representing a compendium of rules, regulations, procedures, and general information governing their activities at RIV. The objective of the manual is to promote the safe and efficient use of RIV facilities.

MARCH INLAND PORT AIRPORT AUTHORITY

info@marchjpa.com

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SECTION 1 INTRODUCTION

1.01 Authority

The Rules and Regulations Manual for March Inland Port (RIV) is published under authority contained in the March Inland Port Bylaws, which empowers the March Joint Powers Commission (Commission) to make rules and regulations governing the use and control of RIV subject to the powers of the United States respecting commerce, and empowers the Chief Executive Officer (CEO) to enforce all rules and regulations adopted by the Commission.

The federal government has issued Code of Federal Regulations (CFR) Title14 Part 139 and Title 49 Part 1542 which requires Airport management to institute certain security measures and establish operational and safety procedures to meet Federal Aviation Administration (FAA) requirements for airport certification.

March Air Reserve Base (March ARB) is owned and operated by United States Air Force Reserves. The civil Airport Authority (RIV) owns 365 acres of runway accessible property on the March ARB. RIV is authorized to use the flying facility runways and taxiways for its civil aircraft operations by way of a Joint Use Agreement (JUA) dated May 7, 1997, and subsequent amendments. Subsequently, this Rules and Regulation Manual is subject to the current version of MARCH AIR RESERVE BASE INSTRUCTION 13-204, which is attached as Appendix 1, page 52.

1.02 Purpose

It provides guidance and procedures on airfield operations at March Air Reserve Base (ARB). It applies to individuals at all levels who operate aircraft or perform servicing functions on aircraft at RIV, operate within and in the vicinity of March ARB delegated airspace, and personnel responsible for implementing airfield operations functions, except where noted otherwise.

The primary purpose of this manual is to provide Airport users with a single document representing a compendium of rules, regulations, procedures, and general information governing their activities at RIV. The objective of the manual is to promote the safe and efficient use of RIV facilities.

1.03 Contents

The regulatory provisions of this manual are established Title14 CFR Part 139 and Title 49 CFR Part 1542.

1.04 Compliance

The importance of complying with all Airport rules and regulations cannot be emphasized too strongly. Any person violating or failing to comply with regulations established by the Commission for control of the conduct of persons and ground operations on and traffic on and over the Airport shall be turned over to local Authorities and shall be convicted for violations in accordance with local, State and Federal law; which could include fines and imprisonment. Airport users are required to be familiar with and comply with all such regulatory provisions.

1.05 Enforcement

The CEO or CEO Designee is assigned the overall responsibility of enforcing compliance with Airport rules and regulations and authorizes any police officer of the City of Moreno Valley, and any Airport Safety Officer or Airport Special Officers, such as Air Force Security Forces, to issue a citation to any person violating the Airport Rules and Regulations under certain circumstances, assistance of other law enforcement agencies may be requested. Successful enforcement, however, depends to a great extent on the full and active cooperation of all Airport user management and employees. This requires a thorough knowledge and understanding, through training programs, of applicable Airport Rules and Regulations on a continuing basis.

1.06 Deviations

The March Inland Port CEO or the CEO's Designee may authorize deviations from Airport Rules and Regulations when necessary to maintain established standards of operational safety and airport security, or in contingency situations affecting life and/or property in areas under the jurisdiction of the CEO/CEO Designee. All such authorized deviations shall be recorded in writing (Deviation Log).

1.07 Definitions

- 1. Airport: "Airport" shall mean the March Inland Port Airport (RIV).
- 2. Air Carrier: any person, or persons, including corporations, that undertakes, whether directly or indirectly or by lease or any other arrangement, to engage in air commerce.
- 3. ARFF: Aircraft Rescue and Fire Fighting. Both March Air Reserve Base and Riverside County Fire Department provide fire protection and emergency medical services.
- 4. Commission: "Commission" shall mean the March Joint Powers Commission.
- 5. Director: "CEO Designee" shall mean the person designated by the Chief Executive Officer in executing tasks on behalf of the CEO.
- 6. Chief Executive Officer: "CEO" shall mean the Chief Executive Officer of the March Inland Port Airport Authority.
- 7. Landing: the actual landing of an aircraft at an airport, whether such landing be planned or an emergency landing.
- 8. Maximum Gross Landing Weight: the FAA Certificated Maximum Gross Landing Weight or actual gross landing weight of aircraft if no such specification exists. In computing fees, except for aircraft weighing 75,000~ pounds or less, shall divide maximum gross landing weight by 1,000 and then multiply by current landing fee rate. Aircraft between 12,501 and 74,999 shall be calculated on Maximum Take Off Weight in the same manner. Aircraft 12,500 or less, will be calculated in accordance with current landing fee rate, if a fee exists for this category.
- 9. MIPAA: shall mean March Inland Port Airport Authority.

- 10. Non-Exclusive Vendor Permits: "Non-Exclusive Vendor Permits" shall mean a Permit issued to those vendors conducting business on any portion of MIPAA property.
- 11. Non-Signatory Air Carrier: an air carrier being a party to an agreement/permit other than an RIV Operating Permit or an itinerant air carrier not having an agreement or permit.
- 12. Police Officer: "Police Officer" shall mean any officer of the Police Department of the Cities of Perris, Riverside and Moreno Valley, Riverside County Sheriff or Airport Police.
- 13. Preferential Use Gate: Any aircraft gate assigned to an airline with the understanding that the airline will have priority, not exclusive, use of the gate for the purpose of passenger or cargo aircraft operations.
- 14. Public Aircraft Parking Areas: Those areas, which are located at Fixed Base Operators (FBOs), or non-preferential gates.
- 15. Revenue Landings: All landings of aircraft at RIV except the following:
 - a) Landings of aircraft owned and operated by agencies of the U.S. Government.
 - b) Landings of law enforcement, fire, and emergency services aircraft.
- 16. RIV March Inland Port civil airport authority at March Air Reserve Base
- 17. Safety Officer: "Safety Officer" shall mean any person employed by MIPAA, having a civil service classification of Airport Safety Officer or Senior Special Officers who are assigned to supervise Airport Safety Officers, and the CEO.
- 18. Special Officer: "Special Officer" is a sworn peace officer in the State of California employed by the Cities of Perris, Riverside, Moreno Valley, County of Riverside, MJPA or MIPAA, authorized to carry a firearm who enforces federal and state laws and regulations, City and County ordinances, and security, traffic, and safety rules and regulations.
- 19. Airport Operations Coordinator: Airport Operations Coordinator for March Inland Port Airport.

SECTION 2 AIRPORT ACCESS CONTROL AND ALARM MONITORING SYSTEM AND PHOTO IDENTIFICATION BADGING

2.01 General

The regulatory provisions of the Airport's Security Program are established by Federal Regulations, Resolutions adopted by the Commission, administrative orders and directives issued by the CEO, and provisions of 49 CFR 1500 series.

2.02 Designation of Airport Areas

1. For security purposes March Inland Port Airport is broadly divided into two categories designated as public and secured areas. Specific security procedures are detailed in the Airport Security Plan (ASP) as accepted by the Transportation Security Administration (TSA).

a) Public Areas

Public areas are normally accessible to the general public. They include public portions of all ticketing, and terminal buildings; parking lots and terminal roadways, tenant facilities that boarder the airport perimeter fence and in those case only the lobby or public areas as delineated in the Tenant Security Plan (TSP) and, the public portions of all Authority owned buildings.

b) Security Controlled Areas

Air Operations Area (AOA): All portions of the airport inside the airport perimeter fence and as specified in the ASP. This area includes aircraft movement areas and non-movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft regulated under 49 CFR Part 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. Other areas include:

- 1) Exclusive Area: Any portion of a Secured Area, AOA, or SIDA (not existing when this document was prepared), including individual access points, for which an aircraft operator or foreign air carrier that has a security program under Part 1544 or 1546 of 49 CFR Chapter XII has assumed responsibility under 1542.111 of 49 CFR Chapter XII.
- 2) Secured Area: A portion of the airport, specified in the airport security program, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Part 1544 or 1546 of 49 CFR Chapter XII enplane and deplane passengers, sort and load baggage and any adjacent areas that are not separated by adequate security measures.
- Security Identification Display Area (SIDA): A portion of the airport; specified in the airport security program, in which security measures specified in Part 1542 are carried out. This area includes

the Secured Area and may include other areas of the airport. This area was not defined when this document was prepared. Future revisions of this document might include a SIDA.

Sterile Area: A portion of the airport defined in the airport security program that
provides passengers access to boarding aircraft and to which the access
generally is controlled by TSA, or by an aircraft operator under Part 1544 of 49
CFR Chapter XII or a foreign carrier under Part 1546 of 49 CFR Chapter XII,
through the screening of persons and property.

2.03 Security Requirements

- 1. Specific security procedures are detailed in the Airport Security Plan (ASP), as accepted by the Transportation Security Administration (TSA).
 - a) All persons using the Airport are subject to the ASP and Title 49 CFR Part 1500.
 - b) All tenants must have an airport authority approved security program of which shall be reviewed and updated annually.
 - c) Air carrier tenants must have a TSA approved security program which shall be reviewed and updated annually.
 - d) Only authorized and properly identified personnel and vehicles are allowed access to controlled areas.
 - e) All persons desiring to enter a controlled area are Subject to security screening.
 - f) Unidentified or unauthorized equipment in the security-controlled area may be removed by the Airport at the expense of the owner.
 - g) Any person who violates security regulations may be denied future entry to the AOA.
 - h) Security portals shall be kept locked as required by the ASP. Tenants shall be responsible for portals located in their leased areas,
 - All electronically operated portals shall be kept closed/locked at all times except when in actual use. It shall be the responsibility of the authorized user to ensure that the portal is locked after each use before departing the area.
 - j) Employees responsible for compliance with security directives in the ASP shall be identified in writing to the Airport Security Division.

2.04 Access Control

RIV controlled areas are monitored by an Access Control and Alarm Monitoring System (ACAMS).

- 1. Badging Policy Pursuant to TSA Security Directive Subpart C 1542-.201-.213, all individuals in the sterile area without SIDA badges and/or not processed through the passenger pre-screening system, such as employees of vendors who perform regular duties in the sterile area, should submit appropriate documents containing information for proposed background check and fingerprinting. Compliance with these requirements should be strictly adhered to before clearance is given to individuals to proceed with their badge application.
- 2. Escorting It is March Inland Port Airport Authority's (MIPAA) policy that unbadged contractors/vendors are to be escorted at ALL times within MIPAA restricted areas. By operational definition, escorting means that contractors/vendors should be in the line of sight of and, at least, within voice distance from their escorts.
- 3. Tenant Escorts Tenants are responsible to have at least two (2) personnel (preferably managers, assistant managers, supervisors or shift leaders) with appropriate escort badges, depicting an "E", for purposes of escorting contractors/vendors. Tenant/Concession escorts must remain with the contractors/vendors until business is completed and the escorted individual has left the sterile/secure area.
- 4. Contractors Vendors Badging Tenant's contractors/vendors who regularly perform maintenance service in the SIDA/sterile areas are advised to be badged. A list of all tenant contractors/vendors with authorized badges shall be provided to RIV ID Department or CEO/CEO Designee.
- 5. RIV staff escorts RIV staff will not be responsible for escorting tenant vendors unless access to a RIV controlled room (e.g. phone and electrical rooms) or large vehicle escort is required.
- 6. Restricted RIV Rooms It is RIV policy that tenants requiring access to phone, mechanical and electrical rooms must always be escorted by either RIV Maintenance or RIV Information Technology Services (ITS) staff, as appropriate.
- 7. Airport Concession Employees All employees of airport concessionaires (regardless of the airport ID issued) requiring access to the sterile area must access the sterile area through the TSA screening checkpoint where applicable. When the TSA screening checkpoint is closed, concessionaires' personnel must access sterile areas only through locations approved by RIV's Security Director.

2.05 Screening Procedures for Charter Operations (RIV is not a Part 139 Airport)

Effective April 1, 2003 Transportation Security Administration (TSA) requires all passengers on public charter flights to be screened to the same level as those passengers of scheduled commercial flights. Airlines operating charters at RIV will comply with the following security rules established to comply with current TSA security directives.

Part 121 Carriers required to operate at Part 139 Airports under the following criteria may not operate at RIV until RIV obtains Part 139 Certification.

1. RIV is only responsible for providing parking for the aircraft. RIV is not responsible for screening of passengers, cargo, baggage, or the equipment used to conduct such screening, as necessary, to meet TSA security screening requirements.

- 2. Aircraft for all charter operations will be assigned parking at remote gates or at an FBO facility. The General Aviation Terminal may be used, depending on availability and with prior coordination with Airport Operations.
- 3. The following outlines specific procedures for public, private and private sports charters applicable to aircraft with a gross takeoff weight of 100,000 pounds or more, and/or a seating capacity of 61 seats or more:
 - a) Public/Private Charters: Public charters are those flights that have made tickets available to the general public for purchase.
 - b) Private Charters: Flights that have been reserved for the exclusive use of passengers whose reservations were not available to the public.
 - 1) Inbound public or private charters that intend to use off-airport buses for passenger transportation will be parked at an aircraft parking gate closest to the nearest AOA vehicle access gate. Handler must escort buses to/from the aircraft. Inbound flights that will not use buses/equipment, or trucks will utilize other available gates assigned by Airport Operations.
 - 2) Outbound public or private charter aircraft operations will be conducted at an aircraft parking gate closest to the nearest AOA vehicle access gate in the same manner as a scheduled commercial flight relative to passenger and baggage screening. All carriers/tenants conducting such flights must contact Airport Operations in advance to coordinate gates based on gate availability or aircraft size. In the event a gate is not available, Airport Operations will assign a remote gate. Passengers will be screened at the FBO and then transported to the aircraft by the FBO. Applicable FBO charges will apply.
 - c) Private Sports Charters: Sport charters are those private charter operations conducted solely for the use of individual sports teams.
 - (1) Inbound and outbound private sports charter operations will be operated by an FBO on the available gates assigned by Airport Operations. These flights may be conducted at the GA Terminal if the aircraft meets the design criteria and structural integrity (PCN) of the GA Apron "H".
 - (2) Passengers and carry-on baggage on outbound flights will be screened to the same level as those passengers on scheduled commercial flights by means and methods approved by TSA. Pursuant to TSA security rules, checked baggage for private sports charters is not subject to screening. Air carriers/tenants conducting the flight will coordinate with Airport Operations for access to the screening facility located in the GA Terminal and services provided by the FBO. Applicable FBO charges will apply. Depending on the aircraft's gate assignment; it may be necessary for the passengers to be transported from one area to another. Appropriate transportation vehicles shall be used in accordance with California Department of Motor Vehicles

regulations. Handler must ensure only proper licensed personnel will operate such transportation vehicles.

- d. Military Charters: Dedicated military charters are not subject to screening. These flights will be conducted at available gates assigned by Airport Operations. Buses/equipment trucks will be escorted by Handler from the closest perimeter gate to/from the aircraft.
- e. U.S. Forestry/U.S. Marshall Charter Flights: Flights of this nature are not subject to TSA screening procedures.
- 4. RIV air carriers/tenants conducting any charter operation are required to select, name and provide a representative that shall monitor all passenger activity during screening operations. If vehicular transportation of passengers from aircraft parking gate to screening area, the responsible air carrier/tenant shall also provide an additional representative to accompany the passengers in the transport vehicle. If the air carrier/tenant is unable to provide representatives screening, the FBO may facilitate their needs. Applicable FBO fees for screening services will apply. Charter passengers will not be allowed into the GA Terminal or other screening areas until an airline representative has arrived. The Airport Authority will not escort passengers.
- 5. Law Enforcement Officers (LEO) will not be assigned specifically to the charter screening points. LEO response will be made by on-duty officers assigned regular airport patrol duties.
- 6. Airport Operations will make the final determination for gate assignment for all carter flights.
- 7. Airport Operations must be advised of all charter flights as soon as possible and preferably 24 hours in advance.
- 8. Charter flights conducted at RIV FBO's are subject to all screening procedures detailed above.
- 9. Gate use fees and /or parking fees charges will apply.
- 10. TSA will be given courtesy notification of operations that are scheduled at an FBO but only following Airport Operations notification of the same.
- 11. These screening procedures do not apply to 14 CFR FAR Part 91 aircraft operations. FAR Part 91 aircraft are privately owned/operated.

2.06 Policy for Issuance of Security Keys to Tenants

In order to comply with the TSA and the RIV ASP concerning access to the airfield, the following procedures must be adhered to if there is ever a need for issuance of security keys rather than the current Access Control and Alarm Monitoring System (ACAMS) in place at most access points to the airport (AOA):

Each station and/or tenant manager and one alternate (Supervisor) must complete, sign, and return the attached signature card which will be kept on file for verification of security key requests.

A completed key application containing the approved authorized agent's signature must accompany all key requests.

- 1. Only station and/or tenant managers or their representatives are authorized to request keys.
- 2. Requests for keys for your employees are to be made by completing a security key application.
- 3. All completed applications are to be sent to the Airport Security Badge Office. Only RIV badged personnel will be issued a key. A photocopy of each person's RIV I.D. badge must accompany the completed application.
- 4. Each key has a serial number and is issued to the person listed on the application form. Keys shall not be passed among the employees.
- 5. Upon termination or transfer of an employee, keys must be returned to the Airport Security Badge Office within 48 hours.
- 6. Each company is responsible for having an accurate list of employees and social security numbers for review upon request by an authorized MIPAA representative.
- 7. In conjunction With TSA regulations, MIPAA Security Badge Office will verify security key logs against current rosters of employees from each company to insure accuracy.
- 8. Physical checks will be made to ensure that each employee(s) name coincides with each key serial number.
- Only authorized MIPAA Locksmiths are to change or alter key combinations on RIV locks.
- 10. Original security keys are issued at no cost. Replacement keys cost \$100.00. Companies that lose keys will be responsible, under Title 14 FAR Part 139.335, for the total cost of re-keying all security areas (approximately \$1,200.00).
- 11. Lost/stolen keys must be reported to Airport Security Badge Office within 24 hours.
- 12. All keys and locks furnished under the MIPAA Security Lock System will remain the property of MIPAA and shall not be modified or duplicated.
- 13. With the exception of the TSA, March Inland Port's Security Badge Office will supply all locks to be used in the Airport (Security Area) gates. TSA shall inscribe their name on their locks. All unauthorized locks will be confiscated.

2.07 Photo Identification Badge Program

1. Procedures

- a. The Security Badge Office (SBO) is located at the Airport Administrative Offices in the General Aviation Terminal. The SBO is responsible for the implementation of TSA rules and regulations regarding the identification of persons authorized access to the airport restricted areas, including the aircraft operations area (AOA), exclusive areas and terminal buildings as outlined in 49 CFR Part 1542.
- b. All photo identification badges issued by the MIPAA are the property of the MIPAA. Identification badges shall be returned upon expiration, or separation of employment (for any reason), or when job function no longer requires an Airport issued photo identification badge or upon demand of MIPAA. Any misuse of or willful failure to return MIPAA issued photo identification badge is subject to criminal misdemeanor prosecution. All lost, stolen or misplaced badges shall be immediately reported to Airport Badge Office (951) 656-7000.
- c. Organizations enrolled in the RIV photo identification badge program are responsible for the accountability of all badges issued. The SBO will perform audits of organizational compliance and verify accountability of badges. The SBO will mail a monthly "self-audit" of badges. Organizations are required to complete the "self-audit" by the date specified.
- d. Any failure, by a company or organization enrolled in the RIV photo identification badge program, to follow and abide by the rules outlined in this procedure reference guide, may be subject to the revocation of any RIV photo identification badges issued to the company. If badges are revoked company employees will not be allowed access to airport restricted areas.
- e. The Security Badge Office is located at:
 17405 Heacock St.
 Moreno Valley, CA 92551
 The office is open for issuing of identification badges:
 Monday-Thursday: 10:00 a.m. 3:30 p.m., except holidays.
- f. An authorized signer or designee may pick up blank applications or forms from the SBO.
- g. Only original applications will be accepted for processing.
- h. An application authorized and dated more than seven (7) calendar days prior to the employee applying for the badge will not be accepted for processing.

2. Challenging Rules

Each Airport employee is required to display, on his or her person, a March Inland Port (RIV) airport photo identification badge. Each airport employee issued a photo identification badge is responsible for challenging an individual who is not displaying

an approved badge. Any person without an approved badge shall be referred to the Airport Police at (951) 656-7000.

3. Law Enforcement

All law enforcement personnel must have their application approved and signed by the Chief of Airport Police or his designee prior to having a badge issued.

4. New Employees

All employees who require access to airport restricted areas must have an RIV photo identification badge. A fully completed badge application is required. Applicants must present two (2) forms of identification before a badge can be issued and one must be a valid government-issued photo identification.

5. Renewal of Expired Badges

To renew an RIV photo identification badge, a fully completed badge application and the return of the expired badge are required. The badge holder must also bring appropriate valid government-issued photo identification.

6. Reissue of Lost or Stolen Badges

The reissue of a lost or stolen badge requires telephonic, fax, or personal notification to the SBO, a police report and a fully completed badge application.

7. Reporting Lost or Stolen Badges

Lost or stolen badges can only be reported for active and current employees. There is a \$100.00 charge to reissue a lost or stolen badge.

- a. Immediately notify the SBO by telephone (951) 656-7000.
- b. Report the loss to the SBO at (951) 656-7000 and Airport Operations staff will be dispatched to your location.
- c. Badge holder must then return to the SBO and submit a full application to be reissued a badge.
- d. Badges that have not been recovered from former employees must be reported as stolen and terminated immediately.

NOTE: A reported lost, stolen or stolen/terminated badge shall continue to appear on company invalid badge printouts, even after an application and police report have been submitted. These badges shall remain in the system to guard against unauthorized use.

8. Returned Badges

If the employee is:

- a. terminated,
- b. transferred, or

c. no longer requires RIV restricted area access, the organization must return the photo identification badge to the SBO immediately. A change form is needed as soon as the company is made aware of the above conditions.

9. Billing

RIV bills companies for RIV photo identification badges. Payment is due within 30 days. The following charges apply:

\$25.00 First issue badges and renewals of expiring badges.

\$100.00 Re-issue of lost or stolen badges. Lost or stolen badges can only be reported for active and current company employees.

\$100.00 Stolen-terminated badge, i.e., employee has left company and badge was not returned.

** There are no credits for returned badges.

10. Photo Identification Application

Please contact the SBO for current applications or badging questions at (951) 656-7000. No badge will be issued without the following:

- a. Completed original application with wet signatures dated within seven calendar days.
- b. Two forms of identification one must be a government-issued photo identification e.g. driver's license, passport, etc. Application must be filled out in its entirety as applicable. If any of the required information is missing, applicant will not be issued a badge.
- c. LiveScan results must be received, and the record must be cleared by the SBO.

SECTION 3 MOTOR VEHICLE TRAFFIC

3.01 General

- 1. All motor vehicle operators on the Airport shall comply fully with the State of California Motor Vehicle Laws, as amended, and with all Airport Regulations and instructions issued by representatives of MIPAA or law enforcement personnel.
- 2. Unless otherwise authorized by the Airport, all vehicles operating on the Airport Operations Area (AOA) must be registered with the MIPAA under the Vehicle Registration Requirements. All vehicle operators must be registered with MIPAA under the Airport's Security Program or escorted by an individual who meets those requirements.

3.02 Regulations

- 1. The use of motorhomes, mini-bikes, go-carts, roller blading, skateboarding, bicycles and other like contrivances are not permitted on the AOA.
- 2. Private vehicles are not permitted on Taxiway's or Runways unless escorted by Airport personnel.
- 3. All vehicle operators are required to obey posted regulatory signs and all instructions or directives of the MIPAA.
- 4. Except for authorized emergency vehicles, the maximum allowable speed on the ramp and aprons is 15 miles per hour.
- 5. Vehicle operators will utilize designated vehicle service roads where available. Vehicles shall not be parked within any obstacle free area.

3.03 Vehicles vs Aircraft

- 1. Vehicles shall give way to aircraft, pedestrians, emergency equipment, and airport maintenance vehicles at all times.
- 2. Vehicles may not pass taxiing aircraft and may never proceed closer than 50 ft. to a taxiing aircraft.

3.04 Parking

- 1. Parking is permitted in designated areas only.
- 2. Abandoning vehicles or displaying vehicles for sale on the airport is prohibited.
- 3. Vehicles in violation of any vehicle regulation may be towed by the MIPAA at the owner's risk and expense.

3.05 Taxis

1. Taxicabs and limousines may deliver customers to the Airport or may pick up customers

from the Airport if specifically requested to do so by those persons. Taxicabs and limousines may not solicit customers on the Airport unless authorized to do so by the MIPAA.

2. Only rental car companies and shuttle bus services that have received authorization from the MIPAA may conduct business on the Airport.

3.06 Removal of Vehicles

The Airport Manager may effect removal from any areas of the airport any vehicle that is disabled, abandoned or parked in violation of the provisions of this article, or that presents an operational problem to any other areas on the airport, at the owner's expense, and without liability for damage which may result in the course of such action.

3.07 Impaired Operation

No person shall operate any motor vehicle or motorized equipment at the airport who is under the influence of alcoholic beverages or controlled substances or central nervous system stimulants as defined in California State Statute.



SECTION 4 AIRPORT OPERATIONS General Information

4.01 General

This section establishes certain conditions relating to the use of Airport facilities, including the conditions, limitations and restrictions on civil aviation activities and conduct and behavior applicable to all persons.

Written operation/procedures issued by the CEO/CEO Designee shall be considered as addenda to these Rules and Regulations. Previously issued operating procedures may be obtained by contacting Airport Operations at (951) 656-7000. The most current phone numbers are shown in the RIV Phone List, attached in Appendix 2.

All pilots operating at RIV are expected to be familiar with MARCH AIR RESERVE BASE INSTRUCTION 13-204, 2 JUNE 2017, AIRFIELD OPERATIONS, attached hereto as Appendix 1

4.02 Labor Disputes

March Inland Port Airport (RIV) is owned and operated by the March Joint Powers Authority as a public enterprise for the benefit of the citizens and businesses in Riverside County and beyond as a public flying facility. In order that these facilities operate in a safe and efficient manner and that free access to and from these facilities be maintained at all times, the following rules are established regarding picketing and other strike activities on Airport premises.

- 1. Companies and organizations desiring to picket on Airport premises shall contact the CEO/CEO Designee at (951) 656-7000, at least two working days in advance in order to discuss the feasibility of the proposed activities. The scope of the picketing and the area which it can be permitted will be discussed. In this regard, security regulations do not permit this type of activity within the restricted or air operations areas of the airport.
- 2. The conduct of picketers and the display of printed material must be reviewed in order that the picketing group will clearly understand the restrictions which the Airport must set in order to fulfill its primary responsibility to the traveling public.
- 3. As RIV lies wholly within the County of Riverside, Moreno Valley Police Department must be notified of any intended picketing activity to ensure compliance with all municipal codes and to obtain any required permits.

4.03 Commercial Activity

No person shall engage in any business or commercial activities (e.g., buy, sell, peddle or offer for sale or purchase any goods, merchandise, property order form services, including surveys, of any kind whatsoever) on or from Airport property without the, express written consent of the CEO/CEO Designee.

4.04 Soliciting

Petitioning, distributing pamphlets, proselytizing, soliciting and similar speech activities are generally permitted in the public areas of the airport. However, it is recommended that the

CEO/CEO Designee be contacted prior to engaging in this type of activity, as it may be incompatible with the intended purpose of the airport and may be subject to restrictions as to the time, place and manner of the activity.

4.05 Loitering

Persons unable to give a satisfactory explanation of their presence shall not loiter in or about any area or facility of the Airport.

4.06 Carriage of Firearms

No person, except authorized peace officers, members of Riverside County Fire Department, Post Office, certain federal officers or members of the armed forces of the United States on official duty, shall carry any firearms or explosives at the Airport without permission from the CEO/CEO Designee. All persons, other than those in the excepted classes, shall, while at the Airport, surrender all such objects in their possession to the Airport Represented Peace Officer (i.e. Moreno Valley Police Officer, Air Force Security Force's Representative or Airport Police Officer).

4.07 Armed Guards and Guard Dogs

- 1. Armed guards are not permitted in sterile, secure or restricted areas unless specific approval has been obtained from the CEO/CEO Designee.
- 2. Use of guard dogs are not permitted in public or common use areas of the Airport unless specific approval has been obtained from the CEO/CEO Designee.

4.08 Lost and Found

- 1. Lost and found items are collected and stored at the Airport Operations Office. Telephone calls regarding lost and found items are handled by Airport Operations at (951) 656-7000.
- 2. "High value" items are immediately processed and taken to the Airport Operations Office by Operations staff.

4.09 Litter and Refuse

- 1. No person shall place, discharge or deposit in any mariner paper, trash, rubbish or other refuse anywhere on the Airport except in receptacles and other places prescribed by the CEO/CEO Designee. All litter and refuse must be covered when transported in vehicles, and all receptacles for same must have covers and protected against leaking, dripping, sifting or otherwise escaping.
- 2. Any deposit of garbage, debris or refuse in unauthorized locations must be cleaned up immediately and in an effective manner.

4.10 Dogs and Other Animals

- 1: No person shall bring any animal upon the Airport unless such animal is on a leash.
- 2. Animals are only allowed in Airport buildings if specially trained to assist disabled persons, or the animal is properly confined for shipment by air.

4.11 Smoking

- 1. Air Operations Area No person shall smoke or carry lighted matches or any naked flames in or upon any fuel storage areas, aircraft movement area, passenger or cargo ramp areas or aircraft parking areas.
- 2. Terminal and Gate Areas The terminals have been designated as "No Smoking Areas". Smoking is permitted only in designated areas outside of all public buildings.
- 3. Effective January 1, 2004, State Assembly Bill (AB 846) prohibits smoking within 20 feet of main entrances, exits, and operable windows of any building owned, leased, and occupied by the state, a county or a city.

4.12 Commercial/Motion Pictures/Television or Still Photography/Student Filming

Airport Operations is charged with the responsibility for administering the Filming Program and issuing film permits as mandated by the Airport Authority. All entities, including tenants, must contact Airport Operations if contemplating any commercial film, video or photographic projects at RIV. Refer to Section 8.10 for instructions for Film Permits.

4.13. Advertisements

No persons shall post, distribute, or display signs, circulars, printed or written matter, of an advertising nature, at the Airport without the express written consent of the CEO/CEO Designee and in such a manner as may be prescribed.

4.14 Airport Signs

No signs, posters, billboards, pictures or any printed or written matter exposed to public view shall be installed on the Airport without prior approval from the Airport Planning Department. Sign installations shall conform to the requirements of March Joint Powers Authority Signage guidance. To obtain Signage Guidance, contact the Airport Operations at (951) 656-7000.

4.15 Tenant Conduct Regarding Unauthorized Activities

No tenant, tenant employee, or other employee authorized to perform any function on the Airport may assist or engage in any activities on the Airport not authorized by the CEO/CEO Designee.

4.16 Tenant Construction Requirements

Alt tenant construction must receive prior written consent from the CEO/CEO Designee and Airport Planning Department and conform to the requirements as contained in the tenant's Airport Lease Agreement, Improvements and Alterations section.

4.17 Airport Construction and Obstruction Control

No person shall:

- 1. Erect, construct, modify, or in any manner, alter any structure, sign, post or pole of any type. (FAA Part 77)
- 2. Alter or in any way change color, design or decor of existing Airport improvements.

- 3. Operate, park, or store any equipment, vehicles, supplies or materials.
- 4. Create any mounds of earth or debris.
- 5. Cause or create any physical object that penetrates the operational airspace.
- 6. Conduct any other work on Airport premises without first obtaining a permit from the CEO. Strict compliance and adherence to all safety specifications and directions of the CEO/CEO Designee, are required.

4.18 Damage to Airport Property

No person shall destroy or cause to be destroyed, injure, damage, deface, or disturb in any way, property of any nature located on the Airport, nor willfully abandon any personal property on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance, shall report such damage immediately to the Airport Police. Upon demand by the CEO/CEO Designee such person shall reimburse the Airport for the full amount of the damage. Any person causing or failing to report and/or reimburse the Airport for injury, destruction, damage or disturbance of Airport property, may be refused the use of any Airport facility until and unless said report and/or reimbursement has been made.

4.19 News Media Access to Air Operations Area (AOA)

- 1. The AOA at RIV is not open to public or media access. The Transportation Security Administration's (TSA) Airport Security Program (ASP) denies access to all except those having a legitimate operational need to use the area. There is no legally recognized exception to the benefit of representatives of the news media, either during normal operating periods or during times of accident, disaster, or mishap.
- 2. During times of airfield or other airport emergencies, procedures exist at RIV for a central check-in of news media, identification of authorized press personnel, and transportation to the scene of the emergency. The location of the central check in area will be designated and may be obtained from RIV Airport Operations at (951) 656-7000. Access cannot be granted until the fire department or other on-site crisis management agency declare the area "cleared" for such access. Persons requiring access to an emergency site must be accompanied by appropriately badged personnel and display MEDIA identification on exterior of clothing and above the waistline.

4.20 Motor Vehicles

Operation of motor vehicles on the Airport shall comply with March Inland Port's Motor Vehicle Policy "Driving Manual".

4.21 Airport Operations - General

This section covers restrictions on aircraft operational procedures and other activities in the aeronautical areas of the Airport.

4.22 Operation of Aircraft

1. All persons shall navigate, land, service, maintain and repair aircraft in conformity with Federal Aviation Administration (FAA), National Transportation Safety Board (NTSB), State

Department of Aeronautics Rules and Regulations, and the Rules and Regulations contained herein.

- 2. No person shall interfere or tamper with any aircraft at the Airport, or start the engine of such aircraft, without the operator's consent; nor shall any employee of RIV move or handle such aircraft, except in case of emergency.
- 3. No person shall enter an aircraft without the consent of the person in charge thereof.
- 4. Any person operating any aircraft on the airport shall at all times comply with any order, signal, or direction of any authorized employee of the Airport Authority or Peace Officer.

4.23 Aircraft Incident/Accident Reporting

The pilot or operator of any aircraft involved in an incident/accident causing personal injury or any property damage whatsoever without regard to size or potential cost, shall immediately call 911 and notify Airport Operations at (951) 656-7000. In addition, a prompt and complete report concerning said incident/accident is to be made to the MIPAA CEO through Airport Operations at (951) 656-7000. Vehicle operators involved in incidents/accidents should refer to responsibilities for reporting incidents and accidents in the March Inland Port Driving Manual.

4.24 Disabled Aircraft

- 1. Any owner, lessee, operator or other person having the control, or the right of control, of any disabled aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject however, to any requirements or direction by the National Transportation Safety Board (NTSB), the Federal Aviation Administration (FAA), or the CEO/CEO Designee that such removal or disposal be delayed pending an investigation of an accident.
- 2. Any owner, lessee, operator or other person having control, or the right of control, of any aircraft does, by use of the Airport; agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the CEO/CEO Designee may take any and all necessary action to effect the prompt removal or disposal of disabled aircraft that obstructs any part of the Airport utilized for aircraft operations; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to the Authority; that any claim for compensation against the Airport Authority, MJPA, the Commission, and any of its officers, agents or employees, for any and all loss or damage sustained to any such disabled aircraft, or any part that the owner, lessee, operator or other person having control, or the right of control, of said aircraft shall indemnify, hold harmless and defend the Airport Authority, MJPA, the Commission, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any damage to any property arising out of such removal or disposal of said aircraft.

4.25 Right of MARB Base Operations to Control the Airfield

The MARB Base Operations shall have the right, at any time, to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when any such action is considered necessary and desirable to avoid endangering persons or property and to be consistent with" the safe and proper operation of the Airport. In the event the MARB Base

Operations determines the condition of the Airport, or any part thereof, to be unsafe for landings and takeoffs, a Notice to Airmen (NOTAM) shall be issued, or cause to be issued, closing the Airport or any part thereof.

4.26 Starting or Running of Aircraft Engines

- 1. No aircraft engine shall be started or run unless a licensed pilot or certified Airframe and Power plant mechanic is attending the aircraft controls. Wheel blocks equipped with ropes or other suitable means of chocking the wheels of an aircraft to deter movement shall always be placed in front and back of the main landing wheels before starting the engine or engines, unless the aircraft is locked into position by functioning locking brakes.
- 2. No aircraft shall be started or run on the Airport without the exercise of every reasonable precaution to protect other aircraft, buildings, property, and persons; or within 50 feet of a hangar or other building or structure.
- 3. All aircraft shall be started and run-up in locations, including leased premises, designated for such purposes by the MIPAA CEO.
- 4. Maintenance running of aircraft engines shall not be performed at the passenger ramp and apron, cargo or public parking areas.
- 5. Running an aircraft engine is prohibited unless reasonably necessary for the maintenance, testing or repair of such engine, the instruction of mechanics or pilots, the moving or the flight operation of the aircraft, and complies with RIV's Maintenance Restrictions, Section 6.
- 6. Flights delayed at gates with engines running is prohibited.
- 7. No aircraft engine exhaust, blast, and/or propeller wash shall be directed in such a manner as to cause injury, damage, or hazard to any person, structure, or property. If it is impossible to taxi aircraft without compliance to the above, the engine or engines must be shut off and the aircraft towed.
- 8. Aircraft engines shall not be operated during refueling or defueling operations or during a fuel spill unless otherwise approved by the March Field Fire Department.

4.27 Run-Up of Aircraft Engines

In order for aircraft operators to perform engine run-ups on approved areas they must obtain approval and instructions from Airport Operations at (951) 656-7000 prior to conducting such activity.

- 1. The run-up of aircraft engines for maintenance or test purposes on both leased and non-leased areas is prohibited between the hours of 2100.-0800.
- 2. Idle engine checks are to be operated for the minimum time required to accomplish the necessary maintenance or pre-fight check.
- 3. Ground idle engine checks of 5 minutes or less may be conducted on all gates 24 hours a day. This applies only to aircraft parked on gates nose first, aircraft on gates tail first are prohibited from engine runs of any type. All engine runs require Air Traffic Control (ATC) to be advised. Engine runs on gates require airline personnel to stop ground traffic along service roads behind gates.

4.28 Taxiing or Moving Aircraft on Operational Areas

- 1. No person shall taxi any aircraft on the airport who is not a pilot or mechanic, licensed by the FAA, or appropriate foreign counterpart to the FAA.
- 2. Whenever any aircraft is being taxied, towed or otherwise moved on the apron, ramp or airfield, there shall be a person attending the controls of the aircraft who shall monitor by radio the transmitting frequency in use by ATC or who, if necessary, will cause that frequency to be monitored by another person in the aircraft. In the event of radio equipment failure, ATC may use an Aldis Lamp for communication or request assistance from Airport Operations.
- 3. No aircraft shall be taxied, towed or otherwise moved on the Airport in a careless or negligent manner or in disregard of the rights and safety of others or without due caution and circumspection, or at a speed or in a manner which endangers, unreasonably, persons or property.
- 4. No aircraft shall be taxied, towed or otherwise moved on any Airport surface except upon designated taxiways, ramps and aprons, unless otherwise restricted, and without first ascertaining by inspection that it is safe to proceed without danger of collision with persons or property.
- 5. Aircraft shall not be taxied, towed or otherwise moved on any part of the operational areas until specifically cleared to do so by ATC.
- 6. No aircraft shall be moved or towed on the Airport except by a vehicle of a type recommended or approved for such purpose. Said vehicles are restricted to routes prescribed by the CEO/CEO Designee.
- 7. Aircraft to be taxied, towed or otherwise moved on any non-operational area, only require the ATC be advised.
- 8. All aircraft operators shall have the capability to relocate their aircraft should the necessity arise.
- 9. Aircraft to be taxied towed or otherwise moved that require access onto a runway (closed or open) shall be escorted by Airport Operations. This includes crossing a runway that is either active or inactive. The exceptions to this requirement would be an aircraft requesting runway access to conduct high speed taxi or when the aircraft is operated by a licensed pilot.

4.29 Aircraft Marking During Periods of Low Visibility

- 1. Position lights are the primary means for aircraft identification during periods of low visibility and at night. The CEO/CEO Designee may authorize other means of wingtip identification with prior arrangements.
- 2. All aircraft being taxied, towed or otherwise moved on the ramp, apron or taxiways shall proceed with position lights on. Airport Operations will be advised of any aircraft without lights in order to provide an escort, (951) 656-7000.

4.30 Aircraft Gate/Maintenance Rules

- Ground idle engine checks of five (5) minutes or less may be conducted on all gates 24 hours a day. This applies to aircraft parked on gates nose first, aircraft on gates tail first are prohibited from engine runs of any type. All engine runs require prior approval from ATC. Engine runs on gates require airline personnel to stop ground traffic along service roads behind gates.
- 2. Due to proximity of the service road to aircraft parking positions at passenger terminal gates, the Airport requires the use of wing walkers during all push backs. This safety measure will provide additional protection of personnel and equipment during periods of high ramp activity and low visibility conditions. Power-back operations are prohibited at RIV and are never to be implemented for any reason unless authorized by CEO/CEO Designee.
- 3. If the auxiliary power unit is inoperative, one engine may be started on the gate provided airline personnel stop traffic on the service road.
- 4. Scheduled maintenance other than checking and replenishing power plant lubrication fluids will not be allowed on the gate. Non-scheduled maintenance will be allowed if performed in 30 minutes or less. If maintenance performed cannot be done in 30 minutes, the aircraft will be relocated to an area designated by Airport Operations.
- 5. Airport Operations shall be notified of all non-scheduled maintenance that cannot be accomplished during scheduled gate occupancy period.
- 6. Full power engine run-ups are allowed between 0800 and 2100 in designated areas only. Airport noise management procedures will be strictly enforced between 2100 to 0800 on a daily basis. Airport Operations shall be notified prior to all run-ups and will designate a run-up area. An aircraft escort will be provided upon request.
- 7. It is the responsibility of the airline to ensure that the gate is left clean after each use. This applies to foreign object debris (FOD), as well as fluid spills, to include both aircraft and ground support equipment and the last carrier on the gate is responsible, unless Airport Operations has been notified of an unsatisfactory condition prior to a carrier occupying that gate. Gates with FOD or fluid spills are unsafe and are subject to closure by Airport Operations.
- 8. On all RIV gates, ground equipment used for a flight shall not be set up more than 15 minutes prior to arrival and will be removed as soon as the flight departs. The only exception to this rule is for successive flights by the same carrier; however, equipment should never be left on an unoccupied gate overnight.
- 9. All fuel spills shall be reported immediately to 911 and (951) 656-7000. Clean up will be the responsibility of the airline.
- 10. Airport Operations shall be notified of any flight delays or cancellations that could impact another carrier's operation.
- 11. No aircraft shall be parked in such a manner as-to permit inability of other aircraft to depart or move freely to gain access to movement areas of the airfield. All aircraft shall be positioned to allow an individual to walk around the aircraft without walking under any portion of another aircraft.

- 12. Only ground support equipment (GSE), absolutely needed for the servicing of aircraft, will be permitted to be stored at aircraft gates. GSE not necessary for the daily servicing of aircraft must be stored in leased areas or areas specifically designated for GSE storage by the airport.
 - i. The airport has designated areas for storage for GSE equipment. Each airline and service vendor will be assigned specific GSE rental areas by the MIPAA CEO.
 - ii. Surplus or disabled equipment are prohibited from being stored in these areas. Should the airport observe surplus or disabled equipment in these areas, the responsible company will be required to remove the equipment within 72 hours. If the equipment has not been removed within the specified time, the airport will impound the equipment at the responsible company's expense.
- 13. No equipment shall be parked in such a manner as to block access to any firefighting-apparatus located at any aircraft gate.
- 14. No equipment shall be parked between a bumper block and any structure at aircraft gate positions.
- 15. During push backs, all aircraft are to be pushed back onto the taxiway, parallel to the taxiway centerline. Use of wing-walkers is mandatory.

4.31 Parking, Storage, or Repair of Aircraft

- 1. No person shall park, store, or repair any aircraft on the airport except in areas designated by the MIPAA CEO. The Airport Authority, MJPA, Commission and its agents assume no responsibility for aircraft parked, or in the process of being parked, on the Airport.
- 2. No person shall maneuver an aircraft, park, or leave same standing on a ramp or apron area in such a way that any portion of said aircraft protrudes beyond the ramp or apron limit lines, unless previously authorized by Airport Operations.
- 3. When instructed by the CEO/CEO Designee, the operator of any aircraft parked, or stored at the airport, shall move said aircraft. If the operator refuses to comply with such directions, the CEO/CEO Designee may order such aircraft moved at the expense of the-owner or operator, and without liability for the damage that may result in the course of such moving.
- 5. No aircraft shall be left unattended on the airport unless secured or within a hangar.

4.32 Washing of Aircraft

No aircraft shall be wet washed at any gate, public parking position, or leasehold. Dry washing and polishing of aircraft at terminal-gate, public parking positions or leasehold is permitted provided the ramp remains clean and free of debris from this operation.

4.33 Use of Unsafe Areas

No aircraft shall use any part of the airfield, apron, ramp, taxiway, runway or other areas considered temporarily unsafe for landing or takeoff, or which is not available for any reason. The boundaries of such areas will be marked by the MIPAA CEO with barricades and flags by day and high intensity red lights at night and periods of low visibility, and an appropriate NOTAM issued.

4.34 Markings, Signs and Signals

The pilot or other person engaged in the operation of any aircraft must at all times comply with any lawful order, signal or direction of the CEO/CEO Designee, except when subject to the direction or control for ground movement purposes of the ATC or other federal agency. When operation of such aircraft is controlled by lights, signs, signals arid markings, such lights, signs, signals and markings shall be obeyed unless an authorized representative of the CEO directs otherwise.

4.35 Terminal Ramp and Gate Restrictions

- 1. General aviation (GA), private, business or corporate and military aircraft shall not enter or use terminal area gate. This applies to both helicopter and fixed wing aircraft.
- 2. GA parking is restricted to the fixed base operators (FBO's) at RIV and applies to all services required and overnight parking. The FBO's provide transportation to the Airport passenger terminals.

4.36 Passenger Enplaning and Deplaning

All aircraft shall be loaded or unloaded; passengers enplaned or deplaned only in designated areas unless otherwise permitted by the CEO/CEO Designee or his/her designated representative. All passengers shall be channeled through designated routes to and from the terminal buildings. Airline personnel shall be stationed to assist and channel passengers during ground level enplaning and deplaning. There shall be no enplaning or deplaning of passengers on the ramp when the aircraft engines are operating. No pedestrian traffic is allowed to cross any taxiway or terminal ramp between boarding areas.

4.37 Helicopter Operations

- 1. Helicopter aircraft arriving and departing the Airport shall operate under the direction of ATC at all times.
- 2. All helicopter operations shall be conducted at an FBO, unless prior arrangements are made with Airport Operations at (951) 656-7000.

4.38 Air Traffic Rules

- 1. Formation takeoffs and landings are not permitted.
- 2. Touch and go operations are not permitted by any aircraft at RIV except military.
- 3. No person shall land on or takeoff from any runway during the time that said runway is closed to aircraft operations by order of MARB Operations unless expressly authorized by tenant agreements.

- 4. No person shall land, takeoff or attempt to land or takeoff, any aircraft from any runway which is at the time being used by another aircraft, except in cases of emergency and/or as directed by ATC.
- 5. Taxiways shall not be used for takeoffs and landings of aircraft.
- 6. Aircraft landing at the Airport shall make the landing runway or touchdown area available to others by exiting as promptly as possible.
- 7. No aircraft having an actual gross weight (including passengers, cargo, fuel, equipment, etc.) in excess of maximum gross weight for such aircraft authorized by the MARB Airfield Manager, (951) 655-2022, shall land, takeoff or taxi at the Airport without permission of MARB Operations.
- 8. Intersection departures are not permitted by aircraft unless instructed to do so by ATC.
- 9. MIPAA Fixed-Base Operator. MIPAA shall provide Airfield Management (AM) their scheduled hours of operation and any updates. AM shall provide Tower the scheduled hours of operation of the FBO and any updates.
- 10. MIPAA Tenants. MIPAA shall provide and maintain a current listing of all tenants under contract and based at the MIPAA FBO to the Airfield Operations Manager (AOM) and AM. AM shall provide a copy to Tower. MIPAA tenants are authorized to operate outside of published airfield hours and during holidays. Pattern-work is not authorized per the Joint Use Agreement. MIPAA tenants are only permitted single full stop landings. MIPAA shall include the AOM on any preliminary planning for new commercial tenants.
- 11. MIPAA Transients. Aircraft arriving without notice or flight plan are authorized to land if their intent is to proceed to MIPAA FBO within the FBO's operating hours. ATC shall verify any MIPAA inbound aircraft through AM when needed. AM shall contact MIPAA to facilitate verification for ATC. MIPAA shall notify the AOM and AM at least 48 hours in advance for all out of business hours operations that are not tenants under contract, arriving or departing. AM shall notify ATC of these operations. Any aircraft arriving or departing outside of business hours for MIPAA that is not a tenant nor have advance notice from MIPAA should be denied landing and diverted or denied departure and held. MIPAA shall notify the AOM at least 48 hours in advance for any unusual volume of transient aircraft traffic.
- 12. Practice Approaches and Pattern Work. Practice instrument approaches are authorized for any civil aircraft on a non-interference basis per operational priorities in this instruction and limited to low approaches to Runway 14/32. VFR pattern work is not authorized for any transient civil aircraft to any runway.
- United States Government (USG) Aircraft. USG owned and operated transient aircraft
 may conduct practice approaches and pattern work in accordance with operational
 priorities in this instruction.

4.39 Intoxicants and Drugs

As provided under Federal Aviation Regulations Part 91.11 and California State Law, no pilot or other member of the flight crew of an aircraft in operation on the Airport or any person attending or assisting in said operation on the Airport shall be under the influence of

intoxicating liquor or drugs, nor shall any person under the influence of intoxicating liquor or drugs be permitted to board any aircraft, except a medical patient under care. The CEO/CEO Designee at his/her sole discretion may deny use of the Airport to any person violating this section.

4.40 Charter and Itinerant Aircraft

- 1. All scheduled airlines are required to advise Airport Operations (951) 656-7000, 48-hours in advance of any charter aircraft operation.
- 2. All non-scheduled charter or itinerant airlines and/or their ground handler are required to notify Airport Operations (951) 656-7000, as soon as possible, in advance of any aircraft operation.

4.41 Screening Procedures for Charter Operations

Reference Section 2.05.

4.42 Fees

The payment of rentals, fees, and charges relating to the use of Airport premises and facilities shall be made prior to departure. Checks to be made payable to March Inland Port Airport Authority unless otherwise expressed in an Operating Agreement (OA).

4.43 Compliance

The CEO/CEO Designee shall have authority to deny the use of the Airport to any aircraft of pilot violating Department or Federal Regulations.

4.44 Gate Status Procedures and Operating Positions

All gates are power in, pushback to and parallel to centerline of taxiway or taxilane, prior to engine start, unless otherwise stated.

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Apron "G" - Cargo Apron Gate Capacities
Gates 1-8 - Up to and including B747-400 (AC Design Group V)
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4.45 Low Visibility Aircraft Operations

RIV is not equipped with Surface Mounted Guidance Systems. Therefore, no aircraft shall taxi in low visibility situations beyond existing Categorical Instrument Landing System (CAT 1) limits and Runway Visual Range (RVR) restrictions for taxiing (i.e. CAT 1 RVR 2,400)

4.46 Statement of Conditions

- 1. The FBO gates are common use and shall be assigned by Airport Operations at (951) 656-7000.
- 2. The gate assignment policy shall be based on a first come, first serve criteria. This will allow flexibility to maximize gate utilization and ensure equitable treatment for all users.
- 3. Aircraft engaged in cargo operations only shall not use the FBO without permission from Airport Operations.

4.47 Aircraft Cleaning at the FBO

- 1. Wet washing of aircraft on the ramp is prohibited.
- 2. Cleaning and maintenance of ground support equipment and vehicles at gates is prohibited.
- 3. Airlines, ground handlers or fuelers are responsible for immediately cleaning and removal of grease, fuel and other substances which are spilled on the ramp from an aircraft or from vehicles engaged in servicing the aircraft.
- 4. RIV is responsible for the scheduled cleaning and scrubbing of gates.
 - a. Cleaning equipment must have the capability of picking up all cleaning water for disposal at a clarifier-equipped location.
 - b. Cleaning water and/or debris shall not be discharged into storm drains.

4.48 Cleaning Equipment at Gates

The cleaning of vehicles and equipment at terminal gate positions on adjacent apron/ramp is prohibited.

4.49 Painting Guidelines on Ramps and Taxiways

All surface painting or marking on the aircraft movement and non-movement areas will be performed by Airport Operations/Maintenance Division only. Painting and marking requests should be submitted in writing to the CEO/CEO Designee.

4.50 Escorts

A limited number of airport radio equipped vehicles are available for airfield escorts under special circumstances, dependent upon workload. The need for assistance during situations such as emergency operations, movement of wide loads, inoperative communications equipment, etc., should be anticipated and requests directed to Airport Operations, (951) 656-7000. The use of such escorts is at the discretion and risk of the requesting organization. The FBO, (951) 247-2111, normally provides escorts as required.

4.51 Wildlife Hazard Management

- 1. The FAA requires airports that incur bird-aircraft strikes to implement a Wildlife Hazard Management Plan (WHMP/BASH) in compliance with CFR Title 14 FAR Part 139. March Inland Port Airport Authority implements an FAA, approved WHMP as a separate document from the Rules and Regulations, maintained in the Airport Operations/Maintenance offices.
- 2. Bird Hazard Reduction The following actions are taken as a part of the RIV WHMP/BASH:
 - a. Airport Operations/Maintenance Personnel and Airport Police, maintain constant surveillance of the airfield and adjacent areas for the presence of bird populations which may present a hazard to air navigation due to either bird size, numbers or direction and altitude of flight. When a potential hazard is observed, ATC is alerted immediately and aircraft operations are changed accordingly, if necessary, until the hazard no longer exists.

- b. The Airport Operations/Maintenance Division conducts an ongoing mitigation program that emphasizes eliminating conditions conducive to the habitation of bird populations on the airport.
- c. To the extent practicable, and consistent with operational safety, the Airport Operations/Maintenance Division conducts dispersal activities to discourage birds from flocking.
- d. In accordance with Federal Aviation Regulations, no person shall feed, provide habitat or otherwise encourage the introduction of factors that attract birds on the airport.

4.52 Transportation/Transfer of Livestock

- 1. To assure containment of livestock during transfer operations on the Airport, the following handling procedures shall be followed:
 - a. All loading of livestock into containers shall be in an area that is remote to the passenger terminal area.
 - b. The shipping container is to be structurally sound to prevent escape.
 - c. Livestock not secured in a container are to be loaded/unloaded utilizing a ramp between the vehicle and the aircraft. The ramp is to be constructed in such a manner as to prevent escape.
 - d. The ramp is to be securely fastened to both the aircraft and vehicle to prevent separation during transfer.
 - e. No leakage of urine, straw or other debris is allowed from the container or loading ramp.
 - f. Notify Airport Operations at (951) 656-7000 prior to any livestock loading/unloading activity on the Airport.

4.53 Freight Forwarding

- 1. All vehicles, not designed to carry passengers or involved in the transportation of baggage/freight, shall be refused access to the Executive Terminal building curb and apron/ramp areas and shall be directed to the respective freight facilities for the transfer of such baggage/freight.
- 2. Aircraft not having freight facilities are directed to make prior arrangements with another tenant for the use of their freight facilities.

4.54 Gate Hold Procedures

- 1. The following restrictions and procedures regarding gate hold procedures shall be put into operation by ATC whenever any of the following conditions exist:
 - a. When weather or traffic conditions impose departure delays.

- b. Any time when, at the discretion of the ATC supervisor, an excess of aircraft are on the taxiway holding for takeoff.
- 2. When gate hold procedures are in effect coordination for and the sequencing of aircraft is provided by the ATC. Aircraft holding in a terminal gate for sequencing shall do so with all engines shut down.

4.55 Plastic Covers (Major FOD Concern)

- 1. Plastic covers shall not be used in any portion of the air operations area (AOA), except to cover pallets or containers and only where such covered pallets or containers are completely secured by netting.
- 2. Plastic covers shall not be disposed of in any exterior waste containers within the boundaries of the Airport.

4.56 Terminal Ramp Sweeping

- 1. The terminal ramp area is swept every morning between the hours of 0700 and 0730 and again between 0330 and 0400.
- 2. The FBO must move its ramp equipment to the equipment staging area for the sweeper to effectively clean the gates.

4.57 Unmanned Free Balloons - CFR Part 101

CFR Part 101 places very strict limitations on the release or operation of unmanned free balloons. Immediate notification shall be made to the ATC if such balloons are observed on, above, or near RIV.

SECTION 5 FIRE AND SAFETY

5.01 General

All fire and fire related safety provisions of these Rules and Regulations, including hazardous materials, shall be in accordance with applicable sections of the County's Uniform Fire Code and/or the National Fire Protection Association (NFPA) Codes and Standards, and all applicable laws, rules and regulations.

5.02 Fire Inspector

- 1. It shall be the duty of the Fire Inspector to enforce all applicable sections of these Rules and Regulations pertaining to fire protections, fire prevention and fire spread control.
- 2. All buildings, structures and premises shall be inspected periodically by March Inland Port Airport Authority, Airport Operations with the assistance of Riverside County Fire Safety Division. A formal letter will be sent to tenants for failure to comply with applicable laws, rules and regulations.

5.03 Handling of Explosives and Other Hazardous Materials

- 1. Class A explosives and explosives not acceptable for transportation under applicable Federal regulations are not permitted on the Airport.
- 2. No person shall transport Class B explosives in or upon the Airport unless in compliance with the following:
 - a) That ATC, Airport Fire Department and Airport Operations are notified in advance of the type and amount of these explosives are in transit through the Airport.
 - b) The operator of the aircraft adheres to all Federal, State and County laws.
 - c) If there is an aircraft malfunction, landing shall be made at a military installation.
- 3. No person shall store explosives or any other material on the airport in such a manner as to constitute a fire hazard.
- 4. No person shall store, keep, handle, use, dispense or transport at in, or upon the Airport, any explosives, blasting agents, flammable liquids, combustible liquids, flammable solids, oxidizers, organic peroxides, corrosive materials, flammable gases, non-flammable gases and Poisons.
- 5. No person shall store, keep, handle, use, dispense or transport at, in, or upon the Airport, Class B Poisons, irritating materials (ORM A, B, C, D, and E) or cryogenic liquids, in such a manner or condition as to endanger persons or property. For purposes of this hazardous class scheme, the U.S. Department of Transportation (DOT) definitions as contained in 49 CFR Parts 171 through 177, as amended, shall be utilized.

- 6. Hazardous materials regulated in this section shall include, but not limited to, those materials enumerated in:
 - Regulations of the DOT published in 49 CFR Parts 100 through 200, as amended.
 - b) The Director's List, as amended, issued by the Director of the California Department of Industrial Relations in eight (8) California Administration Code, Section 339.
 - c) Section 66680 and 66685 of Title 22 of The California Administration Code, as amended, as a hazardous and/or extremely hazardous waste or non-waste form.
 - d) The list of Environmental Protection Agency (EPA) pollutants, 40 CFR, Section 401.15, as amended.
 - e) A list of hazardous materials prepared by the Director of Health pursuant to the Health Code.
- 7. Hazardous materials regulated in this section shall also include any material which has been determined to be hazardous based upon any appraisal or assessment by or on behalf of the party storing this material in compliance with the requirements of the EPA or the California Department of Health Services, or which should have been, but was not determined to be hazardous due to the requirements of the EPA and/or the Department of Health Services (State and County).
- 8. All applicable regulations governing explosives, which are acceptable for transportation, must be strictly adhered to. Any other material subject to Federal or State regulations governing hazardous materials must be handled in strict compliance with those regulations and any other more restrictive regulations that the CEO/CEO Designee might deem necessary to impose. Any waiver of such regulations or any part thereof by the FAA or by any other competent authority shall not constitute or be construed to constitute a waiver of this rule by the CEO/CEO Designee or an implied permission by him/her.
- 9. Advance notice of at least 24 hours shall be given to the CEO/CEO Designee through Airport Operations at (951) 656-7000 for any operations requiring permission pursuant to this rule.
- 10. Permission may be given for the movement of radioactive materials only when such materials are packaged, marked, labeled and limited as required by regulations applying to transportation of explosives and other dangerous articles and which do not create undue hazard to fire or property at the Airport. Airport Operations and Riverside County Fire Department shall provide the CEO/CEO Designee with information relative to the hazards of any material subject to this section.
- 11. All Airport tenants involved with the handling of hazardous materials must provide the CEO/CEO Designee with a Hazardous Materials Removal Plan. The plan will include the name of the company used for removal of hazardous materials and the

names and 24-hour telephone numbers of tenant staff authorized to handle such removals. The plan shall be updated annually.

5.04 Fire Extinguishers and Equipment

- Fire extinguisher equipment at the Airport shall not be tampered with nor used for any purpose other than firefighting or fire prevention. All such equipment shall be inspected in conformity with the NFPA Codes. Tags showing the date of the last inspection shall be left attached to each unit.
- 2. Fully charged and currently inspected fire extinguishers, of the type recommended by NFPA Codes for specific materials, are required at all locations handling flammable materials. Adequate and accessible fire extinguishers shall be provided by lessees and maintained in proper working order.
- 3. Airport fire protection systems and equipment shall not be tampered with at any time. No person other than authorized employees of RIV or its designee shall turn such equipment on and off, or operate any other Airport equipment, except tenants in their respective leased areas.

5.05 Open Flames

- 1. Open flame welding at gate positions or buildings must be reported in advance to Airport Operations and the Airport Fire Department.
- 2. A fireguard is required at all times during welding.
- 3. Open flame welding within 200 feet of aircraft fueling operations is prohibited.

5.06 Reporting Fires

Any person observing any unattended or uncontrolled fire on the Airport premises shall immediately call 911 and report it to Airport Operations at (951) 656-7000. No person shall make any regulation or order, written of verbal that would require any person to take any unnecessary delaying action prior to reporting such fire to the Fire Department.

5.07 Litter and Cleaning of Allotted Space

- 1. Each tenant at the Airport shall keep their allotted space policed and free from rubbish and debris (FOD). Flammable materials shall be stored only in approved containers in or about tenant areas and all floors shall be clean of fuel, oil and litter.
- The use of volatile flammable solvents for cleaning floors is prohibited. Approved
 metal receptacles with tight fitting, self-closing covers shall be used for the storage
 of oily waste rags and similar materials. The contents of these receptacles shall be
 removed daily. Clothes lockers shall be constructed of metal or fire-resistant
 materials.

5.08 Cleaning Ramps and Other Surfaces

Any spillage or dripping of fuel, oil, grease or any other material, which may be unsightly or detrimental to the pavement in any area on the Airport, shall be removed

immediately by suitable procedures in a manner satisfactory to the CEO/CEO Designee. The responsibility for the immediate removal of such fuel, oil, grease or other material shall be assumed by the operator of the equipment causing it.

5.09 Control of Contaminants

- 1. No fuel, oil, grease, flammable liquids, or contaminants of any kind, including detergents used to wash aircraft or other surfaces, shall be allowed to flow into or be placed in any sewer system or Open water areas without a separator or unless connected to an industrial waste system.
- 2. Equipment used to scrub pavement surfaces must have the capability of picking up all cleaning water for disposal at a location equipped with an adequate clarifier. One such system is located at the FBO equipment storage area near S-2 gate.

5.10 Fueling Operations

- 1. Aircraft fueling is prohibited while the engine of the aircraft being fueled is running or while such aircraft is in hangar.
- 2. Fueling/defueling operations shall be prohibited during electrical storms. Guidance for this determination shall be obtained from the most current provisions of the NFPA publications.
- 3. During all aircraft refueling operations, the fueling vehicle or mobile equipment and the aircraft must be properly bonded to prevent the possibility of ignition of the fuel by static electricity.
- 4. Prior to any transfer and during refueling or defueling of aircraft, the tank vehicle and the aircraft shall be bonded to vehicle and aircraft. Bonding of an under wing refueling nozzle to the aircraft is not required when a metal to metal clamping contact between the nozzle and the filler connection is affected.
- 5. No refueling vehicle shall be parked, stored, repaired or operated within 50 feet of a building or hangar, other than a refueling service area, or within ten (10) feet of any other refueling vehicle.
- 6. During fuel handling operations in connection with any aircraft, at least one wheeled-type fire extinguisher meeting the requirements of NFPA 407 shall be immediately available for use in connection therewith.
- 7. No person shall perform any act or use any material that is likely to cause a spark within five (5) feet of such aircraft.
- 8. No airborne radar equipment shall be operated or ground tested on any passenger ramp, apron area, or any area when the directional beam of high intensity radar is within 300 feet or the low intensity beam (less than 50kw output) is within 100 feet of another aircraft, an aircraft refueling operation, an aircraft refueling truck or a flammable liquid storage facility.
- 9. During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver, or cell phone, or switch any electrical appliance off or on in such aircraft.

- 10. During fuel handling in connection with any aircraft, no passenger shall be permitted to remain in such aircraft or to enter or depart from such aircraft unless a qualified attendant is at each door that is in use for this purpose, and unless means of safe egress is in position in the event that such device is required for the safe and rapid debarkation of the passengers. Pilots and aircraft mechanics are exempt.
- 11. During fuel handling operations in connection with any aircraft, no person shall allow any motorized ground equipment to be positioned under such aircraft's wing tip. Aircraft fuel tanks are vented through the wing tips, which may produce a dangerous and explosive mixture. Fueling operations shall immediately be terminated should anyone position a vehicle under a wing tip.
- 12. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
- 13. All operators of aircraft at the Airport who receive and all persons who supply aviation fuel shall use the aviation fuel storage area and delivery facilities designated by RIV for such use.
- 14. If for any period during which these facilities are not available, the operators may make other arrangements with their suppliers of aviation fuel for deliveries thereof to their aircraft, provided that such other arrangement shall be subject to the approval of the Airport Authority and/or March Field Fire Department from the standpoint of safety, traffic control and similar matters.
- 15. The transfer of bulk aircraft or commercial fuel from one fuel service vehicle to another is prohibited within the boundaries of the Airport unless specifically permitted by the Airport Authority and/or the March Field Fire Department.
- 16. Automotive and ramp equipment other than refueling service vehicles and tank vehicles shall be refueled by fuel service contractors authorized by RIV and only at prescribed locations from dispensing systems approved by the CEO/CEO Designee.
- 17. The presence in or upon the Airport of over-the-road tank vehicles and refueling service vehicles is likely to endanger persons or property in or upon the Airport and render the use of the Airport unsafe. No such tank vehicle and refueling service vehicle shall be allowed in or upon any area of the Airport (less bulk fuel storage facility) and render the use of the Airport unsafe. No such tank vehicle and refueling service vehicle shall be allowed in or upon any area of the Airport unless it conforms to the rules and regulations provided in this section, in addition to all other rules and regulations for the use of the Airport.
- 18. No tank vehicle or refueling service vehicle shall be used for transportation of flammable liquids upon the Airport unless registered, inspected and approved by RIV and/or the March Field Fire Department.
- 19. Every fueling vehicle shall be provided with signs visible from the outside and showing the name of the firm or cooperation operating said vehicle and the type of fuel contained therein and in accordance with DOT and NFPA Section 407.

- 20. All fueling vehicles operating in or upon the AOA of the Airport shall be properly equipped and maintained and must meet the requirements established by RIV and in accordance with DOT and NFPA Section 407.
- 21. All fueling vehicles operating in or upon the AOA of the Airport are subject to on the spot inspection by a duly authorized representative of the CEO/CEO Designee to determine if the vehicle meets RIV requirements for safe operating conditions.
- 22. Smoking by any person on or within 50 feet of a tank vehicle or refueling service vehicle is prohibited.
- 23. The delivery of fuel shall at all times be under the control of the vehicle attendant through the use of approved flow controlling devices operated by the attendant (Deadman). These controlling devices are to be designed to shut off automatically upon release of hand or foot pressure. Latching or fastening or bypassing the devices on the control units is prohibited.
- 24. The driver, operator or attendant of any refueling vehicle shall be in attendance with the vehicle at all times when the vehicle is fueling or defueling an aircraft.
- 25. During the filling of bulk fuel storage tanks or refueling vehicles, no compartment shall be completely filled and the driver/operator or attendant shall be present at the vehicle at all times. The fuel tank vehicle the tank truck filling rack, and the flammable liquid discharge piping shall all be grounded to a point of zero electrical potential.
- 26. All fueling vehicles shall be equipped with at least two chock blocks. The parking brake shall be set and chock blocks shall be placed in such a manner as to prevent the forward or backward motion of the vehicle. Whenever it is parked, left unattended by the driver, or during loading and unloading operations.
- 27. When parked, refueling tank vehicles shall be positioned for immediate drive away or towing and a clear space of not less than ten feet shall be maintained between any parked refueling tank vehicle and any similar or other parked or moving vehicle. In addition to the foregoing, where five (5) or more vehicles are parked, there shall be 150 pounds of dry chemical wheel-type fire extinguishers positioned so one or more units will be located no more than 100 feet from any vehicle. Tank vehicles and refueling service vehicles shall not be parked in any public area, except as designated by the CEO/CEO Designee.
- 28. The motor of a fueling tank vehicle shall not be run while making or breaking fuel filling connections, or during repairs to the fuel handling system. The propulsion motor for refueling service vehicles shall not be run during the fuel transfer or while making and breaking hose connections.
- 29. During refueling or defueling, tank vehicles shall be placed so as to be readily removable in the event of fire, to permit direct driving away from the loading or refueling position. Not more than one fueler shall be positioned to refuel each wing of an aircraft and not more than two fuelers shall be positioned to serve the same aircraft. When high-capacity aircraft are refueled, additional fuelers shall not be parked or positioned within 100 feet from the aircraft served and then only in areas approved by the CEO/CEO Designee.

- 30. When it is not feasible to dispense automotive fuel from underground tanks with a fixed fueling system, the CEO/CEO Designee may permit fuel to be dispensed by an approved automotive fuel dispensing vehicle operated by an authorized fueling service contractor at an approved site. Such operations shall comply with the protective requirements and restrictions as designated by the CEO/CEO Designee.
- 31. Automotive fuel dispensing vehicles shall not dispense fuel unless properly grounded.
- 32. Automotive and aviation fuel dispensing vehicles shall carry at all times a sufficient quantity of absorbent material, approved by the CEO/CEO Designee, to contain accidental fuel spills.

5.11 Fuel Spills

- 1. In the event of a fuel spill, which involves Jet A, or other aviation fuel, the fueling operator shall immediately Call 911 and notify Airport Operations at (951) 656-7000. The individual shall also immediately notify the CEO/CEO Designee through Airport Operations at (951) 656-7000 whenever <u>any amount</u> of fuel is spilled, regardless of type.
- 2. In the event passengers evacuate an aircraft because of a fuel spill, passengers shall not be readmitted to the boarding bridge, gate area or the aircraft until permitted by the Airport Fire Department.
- 3. In the event of fuel spillage and when there is no apparent presence of fire, fuel delivery units shall not be moved until the spill is dispersed or removed. Spilled fuel must be cleaned up immediately and the area secure. No aircraft or vehicular movement shall be allowed in the area until authorized by the Airport Fire Department.
- 4. No person shall start the engine of any aircraft when there is fuel on the ground under such aircraft.
- 5. Automotive or other internal combustible engines, in the fuel spill area, are not to be turned off, started or moved unless authorized by the Airport Fire Department.

5.12 Aviation Fuel Permits

All petroleum companies, business, general aircraft maintenance and service companies (FBOs) and bona fide single fleet operators of aircraft shall be required to obtain an appropriate permit (Non-exclusive Vendor Permit (NVP)), issued by the CEO/CEO Designee through RIV Administration in order to affect the delivery of fuel on the Airport.

5.13 Aircraft Parts Cleaning Materials

Cleaning of aircraft parts and other equipment indoors shall be conducted with nonflammable cleaning agents. When flammable combustibles must be used, only liquids having flash points in excess of 100 degrees Fahrenheit (38 degree Celsius) shall be used and special precautions shall be taken to eliminate ignition sources in

compliance with good practice recommendations of the Uniform Fire Code and NFPA 410.

5.14 Paint, Varnish and Lacquer Use

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, protection of spraying booths and the storing and handling of materials shall be in accordance with the standards of the Uniform Fire Code and the NFPA Codes and shall not be in quantities requiring permitting by SCAQMD.

5.15 Sewage. Industrial Waste, Toxic and Hazardous Waste

- 1. Tenants shall comply with the requirements of the RIV Storm Water Pollution Prevention & Best Management Practices plan, regarding the discharge of sewage and industrial waste.
- 2. No person shall generate, store, keep, handle, transport, treat or dispose of hazardous waste (as defined by the Resource Conservation and Recovery Act, Title 40, Code of Federal Regulations, Part 261 or succeeding legislation) in or upon the Airport.



SECTION 6 AIRCRAFT NOISE MANAGEMENT OPERATING PROCEDURES AND RESTRICTIONS

6.01 General

This section sets forth the RIV's informal noise management plan for air traffic preferential runway use procedures and includes, or references, RIV's formal noise management ground operations restrictions and other airport noise management procedures, restrictions and regulations involving aircraft operations.

All aircraft operators shall comply with Federal Aviation Administration (FAA) regulations and procedures for noise management and noise emission standards and with all rules, policies, procedures, resolutions and ordinances established by the March Joint Powers Authority, the March Inland Port Airport Authority and Air Force relative to noise management.

All pilots operating at RIV are expected to be familiar with MARCH AIR RESERVE BASE INSTRUCTION 13-204, 2 JUNE 2017, AIRFIELD OPERATIONS, attached hereto as Appendix 1.

6.02 Operational Responsibilities

- 1. Air Traffic Control (ATC) shall employ the noise management preferential arrival and departures to RWY 14/32 as specified herein. Recognizing that under certain conditions, it may be necessary to prescribe deviations because of aircraft emergencies, adverse weather, or field construction and maintenance work. RWY12/30 is closed to public use. Nothing in these procedures shall limit the discretion of either ATC or the pilot with respect to the full utilization of the airport facilities in an unusual situation.
- 2. Pilots of large aircraft (greater than 12,500 pounds) and pilots of all turbine powered aircraft who are assigned a noise management departure profile by ATC shall use the runway and departure assigned unless the pilot determines that in the interest of safety another arrival/departure shall be used.

6.03 Reporting and Implementation Responsibilities

- 1. Airport Operations is responsible for maintaining the noise management plan.
- 2. Airport Operations shall receive and record all reported and observed deviations from the Aircraft Noise Management Operating Procedures and Restrictions Contained herein and, as appropriate, will contact the FAA, aircraft owners; pilots, airline officials, community complainants or others concerning such deviations.
- 3. Airport Operations shall, in cooperation with the FAA, airlines, pilot user groups and other MIPAA offices, prepare and, as necessary, revise the Aircraft Noise Management Operating Procedures and Restrictions set forth herein.

6.04 Runway Use Procedures

- 1. During airport closure hours 2300-0700 and holidays, only aircraft with prior approval and/or tenants authorized to operate during 2300-0700 shall utilize runway arrival/departure runways and arrival/departure procedures assigned by ATC and SOCAL TRACON.
- Operators intending on operating during 2300-0700 and holidays shall coordinate airline flight plans with ATC to ensure the proper noise abatement procedure profile route is utilized on departure contingent upon pilot determination that in the interest of safety another departure shall be used and such departure is authorized by ATC.

6.05 Maintenance Restrictions / Engine Run-ups

- 1. Tower approval is required prior to conducting any aircraft engine runs on the flight line. Maintenance personnel shall coordinate engine runs through MARB Base Operations at (951)655-1110 and CEO/CEO Designee at (951) 656-7000 prior to contacting Tower. Maintenance personnel shall provide to Base Operations the callsign, type aircraft, tail number, and current location. Base Operations shall pass all information provided to Tower controller. Maintenance supervisor shall initiate radio contact using the FM Ramp net or published Ground Control frequency, obtain approval, and maintain two-way radio contact with Tower while conducting engine runs. The maintenance supervisor will provide the type aircraft, tail number, and current location. Members of the maintenance team shall continuously monitor the FM Ramp net or published Ground Control frequency while engine runs are in progress. The maintenance supervisor shall notify Tower when engine runs are complete.
- 2. All jet engine runs, regardless of time of day, must be coordinated and have prior approval from ATC and the MIPAA CEO/CEO Designee. Therefore, engine runups are prohibited without prior approval.
- 3. The run-up of aircraft engines for maintenance or test purposes on leased or non-leased areas is prohibited between the hours of 2100-0800 unless waived on an individual case by the CEO/CEO Designee.
- 4. Idle engine checks shall be conducted for the minimum time required to accomplish the necessary maintenance or preflight check.
- 5. <u>Lost Radio Contact.</u> If contact with Tower is lost at any time after an engine run is approved, the maintenance supervisor should discontinue the engine run and obtain a replacement radio. Engine runs are prohibited when two-way radio contact can't be maintained with Tower.
- 6. General aviation aircraft at RIV do not need to coordinate with the CEO/CEO Designee and Tower for engine runs except per 6.05.3. Other aircraft at RIV shall coordinate engine runs per 6.05.1. to 6.05.5.

SECTION 7 PERSONAL CONDUCT

- 7.01 Destroying, injuring, defacing, disturbing, removing or tampering with any man- made or natural Airport property is prohibited. Any person who causes damage to Airport property shall be liable for such damage.
- 7.02 Written advertisements and handbills may be posted or distributed only with the prior authorization of the MIPAA.
- 7.03 The posting or distributing of handbills or written advertisements on aircraft or vehicles is prohibited.
- 7.04 Use of the public area of any building or area of the airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.
- 7.05 No person shall commit any disorderly, indecent, lewd, or unlawful act or commit any nuisance on the Airport.
- 7.06 No person shall litter any area of the Airport and each person shall ensure that all trash and refuse is properly disposed of in the appropriate container.
- 7.07 Interference with the safe operation of any aircraft landing at, taking off from, or operating on the Airport is prohibited.
- 7.08 Domestic pets, except for guide dogs are not permitted on the AOA unless restrained by leash or container.
- 7.09 Unauthorized hunting and trapping on the Airport is prohibited.
- 7.10 Horseback riding on the AOA is prohibited.
- 7.11 Articles found in public areas at the Airport shall be turned into the Airport Manager. Articles unclaimed by their proper owner within 30 days may be turned over to the finders thereof or otherwise legally disposed of.
- 7.12 No person shall make, possess, use, offer for sale, pass or deliver any forged or falsely altered pass, permit, identification, card, sign or other authorization purporting to be issued by or on behalf of the MIPAA.
- 7.13 All signs installed on the Airport must be approved in writing by the MIPAA.
- 7.14 Persons shall not enter any restricted area without the prior authorization of the Airport Manager.
- 7.15 Tampering or interfering with the lock or closing mechanism or breaching any other securing device is prohibited except under emergency situations.
- 7.16 No person shall place, dump or otherwise dispose of any refuse debris upon, on, at or about the airport, or burn such refuse or debris without written permission of the Airport Manager.
- 7.17 All persons are prohibited from entering the runways, taxiways, ramp apron, utility and service areas, or other areas as may be designated as restricted except
 - Persons assigned to duty thereon;

- 2. Bona fide aviators in the course of their business;
- Passengers under appropriate supervision enplaning or deplaning; Other persons as authorized by the Airport Manager 3.
- 4.



SECTION 8 OPERATING AGREEMENTS AND PERMITS

8.01 Definitions

- 1. "Landing"- the actual landing of an aircraft at an airport, whether such landing be planned or an emergency landing, but shall not refer to an emergency landing made following takeoff from RIV.
- "Maximum Gross Landing Weight"- the FAA Certificated Maximum Gross Landing Weight or actual gross landing weight of aircraft, if no such specification exists. MGLW is used in computing fees, except for aircraft weighing less than 12,500 pounds.
- 3. "Air Carrier"- any person, or persons, including corporations, that undertakes, whether directly or indirectly or by lease or any other arrangement, to engage in air commerce.
- 4. "Signatory Air Carrier"- any Carrier who has executed an RIV Operating Use and Terminal Lease Agreement or an RIV Air Carrier Operating Agreement under authority granted by MIPAA.
- 5. "Non-Signatory Air Carrier"- an itinerant air carrier not having an agreement or permit.
- 6. "Revenue Landings"- All landings of aircraft at RIV except the following:
 - a. Landings of aircraft owned and operated by agencies of the U.S. Government.
 - b. Landings of law enforcement, fire, and emergency services aircraft
- 7. "Public Aircraft Parking Areas"- Those areas which are located at the Fixed Base Operator (FBO) or non-preferential gates.

8.02 Non-Exclusive Operating Permit or Landing Fee Agreement

Commercial aircraft activity at RIV is subject to certain conditions and restrictions as specified by the provisions of this section.

8.03 Non-exclusive Operating Permit

- 1. No person shall operate as a scheduled air carrier from the Airport unless in possession of a valid Non-exclusive Operating Agreement or is a signatory to an Airport/Airline Lease Agreement for RIV.
- 2. Requests for Non-exclusive Operating Permits should be directed to the RIV CEO/CEO Designee at (951) 656-7000.
- 3. Non-exclusive Operating Permit for a limited number of flights may be requested through Airport Operations at (951) 656-7000.

8.04 Charges and Fees

- In accordance with the Commission's approval of the March Inland Port Airport Authority Fee Schedule on 12/17/2014 and as amended from time to time, MIPAA is authorized to fix, regulate and collect rates or charges for the use of airport in accommodation of air commerce.
- 2. All charges and fees are subject to periodic review and change.

8.05 Non-Exclusive Vendor Permits

Companies desiring to do business at/on March Inland Port Airport owned property must obtain a Nonexclusive Vendor Permit (NVP) with the Airport Authority. Companies providing into plane fueling services, ramp services, passenger services and other contract services; such as catering trucks, baggage delivery, skycap and custodial, security, janitorial and any other support services, shall obtain a Permit to provide such service prior to conducting billable business at this airport. The NVP is applicable to short and long-term service agreements/contracts with tenants and users of the airport.

8.06 Application for Non-Exclusive Vendor Permit

- 1. Requests for vendor permits should be directed to RIV Administration at (951) 656-7000.
- 2. The specific prerequisites for vendor permit status are:
 - a. Letter of Intent- Letter from applicant stating the exact nature of the services that will be provided, including legal company name and corporation information, if applicable.
 - b. Confirmation Letter- Letter from any tenant or airline station manager for whom contract services are to be performed. This document should be on their letterhead confirming their intent to do business with the Permit applicant.
 - c. Application Form- This document is provided by RIV and must be fully completed before submission.
 - d. Insurance- Evidence of insurance must be submitted on RIV "Additional Insured Endorsement." Forms". Insurance requirement questions may be directed to the RIV Risk Management Office at (951) 656-7000.

8.07 Terms, Reports and Fees

- 1. Non-exclusive vendor permits shall be effective on a month-to-month basis not to exceed 5-years. Before the end of any five-year term, Permittee shall re-apply for the NVP.
- 2. An annual permit fee of \$500.00 will be submitted to the RIV Administration Office. The annual permit fee applies to all permits issued regardless of term of permit.

- 3. A monthly report of operations shall be filed before the fifteenth of the month. The report form provided by RIV, or company approved form, shall requests an itemized list of a services billed, company name, type of services provided and gross billable amount which was provided in the prior month. A 10% surcharge shall be calculated from the total of gross billings for the prior month
- 4. By the 10th of each month, fees shall be paid via mail remittance to March Inland Port Airport Authority for each preceding month the permittee has an active NVP with RIV, regardless if revenue was realized. A zero-revenue report is required in those cases.
- 5. Fees are applicable for services provided to all parties.

8.08 Affirmative Action Requirement

This document is also a requirement of RIV. Approval is given annually and information must be resubmitted upon renewal of expired NVP.

The AAR's are included in the NVP Application document as attached herein as Appendix 3.

8.09 Best Management Practices (BMP)

This document is also a requirement of RIV. All Permittees must consent to compliance of the Authority's minimum BMP requirements and standards.

The BMP's are included in the NVP Application document as attached herein as Appendix 3.

8.10 Film Permits

Before the Authority prepares a preliminary cost analysis for your production, RIV requires a (non-binding) Letter of Intent on production company letterhead.

Before a program can be approved, the following information must be provided to RIV at least three business days in advance of the desired approval date:

A signed copy of the MIP "FILM PERMIT."

A copy of the script section pertaining the filming/photography to be conducted at RIV.

Insurance approved and on file with RIV Risk Management. Required insurance is General Liability, Excess Liability, Automobile, and Workers Compensation. Required coverage for Excess Umbrella and Automobiles is \$1,000,000.00 in public areas and, \$5,000,000.00 for all Airfield aircraft parking and ramp areas. The March Joint Powers Authority, its officers and employees, shall be named as additionally insured on all liability policies.

Submit completed MIPAA insurance forms to:

March Inland Port Airport Authority Risk Management 17405 Heacock Street Moreno Valley, CA 92551 Phone (951) 656-7000

A deposit check guaranteeing payment of fees and charges in an amount equivalent to 120% of the estimated charges in the preliminary cost sheet. Please make all checks payable to:

March Inland Port Airport Authority 17405 Heacock Street Moreno Valley, CA 92551 Phone (951) 656-7000

The Film Permit Application is attached in Appendix 3.



SECTION 9 COMMERCIAL AERONAUTICAL ACTIVITIES

9.01 General

All commercial aeronautical activities performed on the Airport must be approved by MIPAA and be conducted in accordance with the Minimum Standards for Commercial Aeronautical Activities. Special services may be rendered or special facilities may be provided on such terms as the MIPAA may prescribe from time to time.



APPENDIX 1

AIR FORCE OPERATIONS AF13-204

Location:

https://marchjpa.com/wp-content/uploads/2024/ Appendix-1-AF13-204.pdf



APPENDIX 2 RIV Phone List

(12/11/2024)

<u>Name</u>	Phone Number
March Joint Powers Authority	(951) 656-7000
RIV Chief Executive Officer	(951) 656-7000
RIV Administration	(951) 656-7000
RIV Risk Management Office	(951) 656-7000
RIV Airport Operations	(951) 201-8308
MARB Base Operations	(951) 655-1110
MARB Airfield Manager	(951) 655-2022
FBO - Million Air Riverside	(951) 247-2111
March Field Fire Department	(951) 655-2075

APPENDIX 3 AIRPORT PERMITS



March Inland Port Airport Authority AIRPORT PERMITS UNIT

INFORMATION AND PROCEDURES FOR OBTAINING A NON-EXCLUSIVE VENDOR PERMIT WITH MOTOR VEHICLE OPERATING PERMIT

A Non-Exclusive Vendor Permit (NVP) is a contractual agreement issued through the March Inland Port Airport Permits Unit granting the non-exclusive right to provide contract services at MIPAA. This NVP is issued between March Inland Port Airport Authority (MIPAA) and any company or air carrier providing a contract service to another company or air carrier at MIPAA. These services may include, but are not limited to: into-plane & fuel delivery services; parking, towing, pushback, loading & unloading of aircraft; ramp services; baggage handling & porter services; aircraft servicing, repairing & cleaning; servicing, fueling, & rental of ground equipment; catering, commissary or food services; passenger ticketing; weather reporting; flight planning; cargo handling; maintenance, janitorial services; and security services. For those companies requiring motor vehicle access to the Air Operations Area (AOA) a Motor Vehicle Operating Permit (MVP) will be included in the NVP. The Agreement will be issued for the period not to exceed five years.

The following items are provided as a guideline to assist you in obtaining a Non-Exclusive Vendor Permit and Motor Vehicle Operating Permit. Other requirements, as determined by the Airfield Permits Unit, may be required to complete the permit process. Airport Permits Unit staff will advise you of any additional requirements upon review of your request.

REQUIREMENTS

A contractual agreement with an air carrier, tenant or company currently providing services at MIPAA must be in place before a Permit can be issued. **Note: the permit process may take up to 60 days to complete**

To obtain an NVEP, please provide the following information/documentation

Letter to Airport Permits Unit

- 1. On company letterhead, verify a contract, at-will agreement, or maintenance agreement exists between your company and the awarding company/agency.
- 2. Provide a contract reference number and start and end dates for the contract.
- 3. Describe in detail the type of the work or services to be preformed.
- 4. Indicate the work location(s): address, post number(s), terminals, rooms, buildings, airfield, customs areas, etc.
- 5. Indicate if any specialized tools or equipment are to be used in the performance of the contract. If none, please specify as such.
- 6. Indicate if motor vehicle access is required on the airfield.
- 7. Indicate the dollar amount of Estimated Annual Revenue anticipated from the contract(s).

<u>Verification Letter</u> – On company letterhead from each organization to whom services are to be provided, confirming the following information:

1. This letter should include items 1-6 of the Letter of Intent and insurance requirements.

<u>Information Sheet</u> – Complete enclosed form and attach proof of company business type (Corporation, LLC, Sole Proprietor, etc.). If a separate contact for Motor Vehicle Operations is needed, complete the Company Contact Form for Motor Vehicle Operating permit, if the contact is the same for both, indicate same on Contact Form.

<u>Vehicle List</u> – Complete the vehicle list (Motor Vehicle Operating Permit Decals) with the vehicle information on all company owned vehicles. A copy of the current registration for each vehicle must be provided. Only company owned vehicles will be permitted on the AOA at MIPAA, no private vehicles are allowed access.

<u>Business Tax Registration Certificate (BTRC) or Federal Tax ID</u> – Provide the number of your company's tax ID number/s.

<u>Affirmative Action</u> – Complete the enclosed form and return all pages. No fax or photocopies are acceptable.

<u>Insurance</u> – Must be approved by MIPAA. For questions or information regarding insurance, call MIPAA at (951) 656-7000

SPECIAL INSTRUCTIONS:

<u>Security Service Companies Only</u> – Provide a copy of the license issued by the State of California, Department of Consumer Affairs.

<u>Property Leasing/Subleasing</u> – For operations which require facilities or storage of ground equipment, a Department lease or approved sublease must be in place prior to the issuance of any agreement.

<u>Corporate Documentation</u> – A copy of the legal entities Articles of Incorporation, Limited Liability Partnership, Limited Liability Corporation or Sole Proprietorship documentation is required, documenting the legal name. For dba's a copy of the fictitious business documentation is also required.

FEES (Subject to Change)– Fees associated with a Non-Exclusive Vendor Permit for services provided to Tenants, Airlines and non-signatory (non-permitted) air carriers (i.e., charter carriers, prime service contractors, fixed-based operators, etc.) will be calculated as follows:

✓ All Aviation Fueling Services:

- o Four point five cents per gallon for all fuel placed into any aircraft (\$0.045)
- Vendor Reports Monthly Report to include fee payment
 Fee are subject to change

✓ Fuel Delivery Services for Petroleum Products Delivered to MIPAA:

- o Gasoline Four point five cents (\$0.045) per gallon
- Diesel Four point five cents (\$0.045) per gallon
- o Propane Four point five cents (\$0.045) per gallon
- Vendor Reports Monthly Report to include fee payment
 Fees are subject to change

✓ All Contract ground services, passenger, and other contract services:

 Twelve percent (12%) of all gross revenues derived from contact services provided by Permittee.

Vendor Reports Monthly – Report to include fee paymentFee are subject to change

✓ Vehicle Decal Fees:

\$120.00 per licensed vehicle. Vehicle decals are effective July through June
 30 and are renewed annually.
 Fee are subject to change

✓ <u>Administrative Services Fee (applicable to all Non-Exclusive Agreement/Permits)</u>:

\$500.00 per year, whether or not services have been provided.
 Fees are subject to change

Forms are available on MIPAA's website www.marchipa.com

FORMS AND DOCUMENTS

The following forms are enclosed for your use and convenience:

- Permit Application Instructions
- Non-Exclusive Vendor Permit Information Form
- Non-discrimination/Affirmative Action Questionnaire
- Insurance Compliance General Information Sheet
- Sample "Ground Service Activity Report" and Miscellaneous Services Activity Reports" forms
- Business Tax Registration Certificate (BTRC) Information Package
- Best Management Practices (BMP's) reference guide
- Motor Vehicle Operating Permit Decal List
- Rules and Regulations (Vehicle Permit)
- Insurance Requirements

In order to obtain a Non-Excusive Vendor Permit with Motor Vehicle Permit, the enclosed documentation must be completed and returned, either in person or by mail to:

March Inland Port Airport Authority 17405 Heacock Street Moreno Valley, CA 92551

Phone: (951) 656-7000 Fax: (951) 653-5558

March Inland Port Airport Authority NON-EXCLUSIVE VENDOR PERMIT

CONTACT INFORMATION

BUSINESS INFORMATION		
Corporate (or Legal) Name	of Company:	
Business Name (dba):		
Corporate Contact:		
Mailing Address:		
Billing Contact:		
Billing Address:		
OPERATIONAL INFORMA	TION	
Start Date:		
Description of service(s) to	be provided:	
Leasing/Subleasing Space?	Yes / No From:	
List all companies, air carrie	ers, and/or military for whom o	contract services will be provided:
List facilities/areas on MIPA	A property, including leased p	premises, where access is required to conduct
business:		
)
CONTACT INFORMATION	N (Designated contact)	
Contact Name:		
Contact Name:		
Mailing Address:	FΛY· ()	E-mail:
riease allacii any c		ted to your company or its operations.
	Thank you.	

AFFIRMATIVE ACTION FORM EQUAL EMPLOYMENT OPPORTUNITY

I am aware of the provision of Part 60-1.4(B) of Section 41 of the Code of Federal Regulations and hereby certify that I shall:

- 1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. Will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3. Will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. Will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of noncompliance with the nondiscrimination clauses of the Permit or with any of the said rules, regulations, or orders, the Permit may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. Will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-Permit or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon any successor or assign of the Vendor. I will take such action with respect to any sub-Permit or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a successor or assignee

or the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

Vendor Company Name: _	 	
Signature:	 	
Title:		
Date:		
	File No:	
	Date Rcvd: Via:	
	Revd By:	
	Print Name:	
	Dont	

For Office Use Only

INSURANCE COMPLIANCE FORM

March Inland Port Airport Authority INSURANCE COMPLIANCE SECTION GENERAL INFORMATION SHEET

ARE YOU CURRENTLY CONDU	ICTING BUSINESS	WITH MIPAA?	□ Yes or □ No Please Check √			
IF YES, PLEASE INCLUDE EXISTING PERMIT #'s HERE # #						
Name of Organization DBA (Doing Business As)						
			·			
Federal ID No. (if none, social security no.):						
Type of Business or Service Prov	rided:					
Address:						
Mailing Address: (if different from	above)					
Telephone No.	Telephone No. E-Mail					
Contact Person & Title (include telephone number if different from above)						
Any Comments:						
Person Completing this Form						
Print Name & Title:						
Signature:						
Date:						
Return this form to: March Inland Port Airport Authority 14205 Meridian Pkwy., Ste 140. Riverside, CA 92518						
Contract/Agreement No. Division Issuing Contract Administrator						
MIPNVP-20XXCOMXX	MIP AIRPORT AU	THUKITY	CEO 951.656.7000			

GROUND SERVICE ACTIVITY REPORT

MARCH INLAND PORT

Vendor	Bill and Bob's Aircra	aft Maintenance Inc.		
Reporting Month	December			
	Business Name	Gross Revenue	10% Airport Surcharge	Description of Services
Customer	AAA Airlines	\$ 1,500.00	\$ 150.00	ITP Fueling
Customer	BBB	\$ 12,000.00	\$ 1,200.00	Ground Handling
Customer	DHL Express, USA	\$ 18,000.00	\$ 1,800.00	Security Services
Customer	Jet Express	\$ 12,869.00	\$ 1,286.90	Aircraft R&M
Customer			\$ -	
Customer			\$ -	
Customer			-	
Customer			-	
Customer			\$ -	
Customer			\$ -	
Customer			\$ -	
		\$ 44,369.00	\$ 4,436.90	
Remitted	\$4,436.90	10% Gross Receipts	Check Number _	123456
Preparer Name	John Doe			
Signature				
Date	9-Jul-09	-		

March Joint Powers Authority Photography / Filming Permit Application

All commercial filming, including still photography and taping within the March Joint Powers Authority property, requires a permit issued by the Authority. Exemptions/Waivers include films or photographs made: (1) solely for private or family use; (2) for use in criminal investigations or civil proceedings; (3) for news purposes; (4) for charitable purposes; and (5) for the government educational and public access channels, educational filming activities. Applications for Film Permits can be requested by contacting Film Coordinator at the following address:

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

Date	Annikaant Namas
Date:	Applicant Name:
Production Dates:	Phone:
Project Title:	Mobile:
Company:	FAX:
Address:	Location Manager:
	Phone:
	Mobile:
Company Phone:	FAX:
Company Fax:	Email:
Site Contact Ph:	Nonprofit:YesNo
Contact Email:	Nonprofit ID#
	Must submit copy of determination letter
Production Types: Still Photography:	TV Commercial:
TV Movie: TV Episodic: Featur	re Film: Music Video:
Corporate Video: Educational:	
Other(provide Explanation):	
Statement of the character or nature of the pro	posed filming activity:
Total Personnel:	
Total Vehicles/Equipment:	

Equipment Detail: (please s	supply exact number) Generators: Cars:
Truck:RV	s: Aircraft:
Other:	
Film Permit Fee:	\$350.00 per production (non-refundable)
Filming Fee:	\$1,400 per day or \$700 per day if student
Set up/Tear down Fee:	\$700 per day or \$350 per day if student
Night Shoots (Lighting)	\$750 per month (one month minimum)
Performance Bond: cleanup and	A faithful performance bond may be required to ensure restoration of the site.
Additional Fees:	Fees will be charged to cover expenses to the Authority for personnel, equipment, and vehicle expenses incurred by the Authority to assist a film project. The fees will reflect actual costs to the Authority. A deposit may be required in advance.

Insurance

Permittee shall provide the Authority with evidence of Workers' Compensation Insurance and General and Auto Liability Insurance with combined single limits of \$1,000,000. The March Joint Powers Authority, its officers and employees, shall be named as additional insured on all liability policies.

Location Shoot Specifics

Date	Time	Location, Address, and Activity

Traffic: If filming is planned on Authority street(s) please submit a site plan showing location(s) of cast, crew, vehicle(s), and the route to be traveled (if a street, sidewalk, or road closure is involved, you need a traffic control plan). ___ Site plan attached ____ Site map will be submitted by: Time: _____ and Date: _____. If filming is to take place on Authority streets, please describe planned arrangements for temporary restrooms and removal of refuse generated by your production. (Add additional sheets if needed). Describe Plan: Yes No Will you be using pyrotechnics (fireworks) or explosives? If yes, please attach detailed information about the specific plan. Pyrotechnician: License No.: Phone: ____ Mobile: ____ FAX: ____ FAX: ____ Yes ___ No Will you be using hazardous materials? If so please list: __Yes __No Will you be using animals? If so how many and what type? Yes No Will you be using tents over 200 square feet? Yes No Will you be using canopies over 400 square feet?
Yes No Will you be utilizing any aerial stunts or elements in your shoot? If yes, please attach details of any aerial stunts that will be used. Yes No Do you require parking Permittee agrees to all the terms and conditions of this permit including provisions listed at the bottom of this form and any attachments. Company Representative (Print) Authority Representative (Print) Date: ____ Date: Permittee waives all claims against the March Joint Powers Authority, its officers, agents

Permittee waives all claims against the March Joint Powers Authority, its officers, agents and employees, for loss or damage caused by, arising out of or in any way connected with the exercise of this permit, and Permittee agrees to hold harmless, indemnify and defend the Authority, its officers, agents and employees, from any and all loss, damage or liability

which may be caused by, arising out of or in any way connected with the exercise by Permittee of the rights hereby permitted. The Authority shall have the privilege of inspecting the premises covered by this permit at any or all times. This permit shall not be assigned. The Authority may terminate this permit at any time if Permittee fails to perform or violates any provision herein. Permittee here agrees that it, its officers, agents and employees, in the performance of this permit, shall act in an independent capacity and not as officers, employees or agents of the Authority. No alteration or variation of the terms of this permit shall be considered valid unless made in writing and approved by the Authority. Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. The Permittee hereby agrees to comply with all the rules and regulations of the facility or institution subject to this permit. Permit must be kept on site at all times.

For Office Use Only	
Road Encroachment Required?	Yes No Approved by:
	Date: Phone:
Fire Required?	Yes No Approved by:
	Date: Phone:
Police Required?	Yes No Approved by:
	Date: Phone:
Parking Required?	Yes No Approved by:
	Date: Phone:
Other Departments?	Yes No Approved by:
	Date: Phone:
Planning Required?	Yes No Approved by:
	Date: Phone:
For Office Use Only	
Permit # Granted:	Department Issuing Permit:
	Title:
	days x \$/day): \$
Set up/Tear down: \$	
TOTAL DUE: \$	

Conditions of Approval:		
Special Approvals/Permits Required:		
No special Approval/Permits required.	Road Encroachment Permit.	
Police Department Approval.	Fire Department Approval.	
FAA Approval <u>.</u>		
Attachments:		
Other Provisions:		
This Permit will be effective	through	
(Date & Time)	(Date & Time)	





MARCH INLAND PORT AIRPORT AUTHORITY

MOTOR VEHICLE OPERATING PERMIT DECALS

		COMPAN	Υ			_
YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN NO.	DECAL NO. OFFICE USE ONLY
			(
OO NO	T WRITE E	BELOW TH	IS LINE		Permits - \$12	20.00 Each
				of Vehicles:		
				of Vehicles: Insurance F	Permits - \$12 Badge No: Paid \$ Proof: Y N	

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March Inland Port Aviation Insurance MINIMUM COVERAGES AND LIMITS FOR TENANTS

Effective 12/2024

A. <u>WITH RESPECT TO FIXED BASE OPERATORS</u> (i.e. rental and instruction, charter operators (other than air ambulance operations), repair facilities, paint shops, sales demo operations, etc.):

OWNED AND NON-OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$ 1 million each occurrence, with passengers limited to \$100,000 each person (if the fixed base operator has any owned and/or leased aircraft).

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence and in the annual aggregate, with bodily injury limited to \$100,000 each person. Covering any and all product/completed operations hazards in which tenant is involved (i.e., sale of fuel, sale of used and/or new aircraft, repairs and service, aircraft cleaning/detailing, avionics repairs and services, aircraft/avionics parts sold over the counter, sale of food and/or beverages, cargo loading/unloading, baggage loading/unloading, etc.)

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

GROUND HANGARKEEPERS LEGAL LIABILITY – Minimum limit of \$250,000 each aircraft/\$500,000 each occurrence, with a maximum deductible of \$10,000 each and every loss. This is required if the tenant is directly hangaring or tying down or fueling any aircraft which are owned by individuals and/or entities other than the operator.

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

CARGO LEGAL LIABILITY – Minimum limit of \$100,000 each occurrence, subject to a maximum deductible of \$2,500 each and every loss. This is required if the tenant is storing or loading or unloading cargo.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

WORKERS COMPENSATION

POLLUTION LIABILITY - \$1 million each occurrence. This is required if the operator is selling fuel and/or storing fuel and/or performing aircraft repairs and service and/or cleaning aircraft and/or painting aircraft and/or performing de-icing operations.

FIRE LEGAL LIABILITY - \$100,000 each occurrence. This is required if the tenant is leasing a building.

B. WITH RESPECT TO CONCESSIONAIRES AND CONTRACTORS:

PREMISES LIABILITY – Combined single limit bodily injury and property damage \$5 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 5 million each occurrence and in the annual aggregate. Covering any and all products/completed operations hazards in which tenant is involved.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

INDEPENDENT CONTRACTORS LIABILITY - \$5 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicle on any airside locations.

WORKERS COMPENSATION INSURANCE

POLLUTION LIABILITY - \$1 million each occurrence (if applicable).

FIRE LEGAL LIABILITY - \$100,000 each occurrence.

C. WITH RESPECT TO HANGAR TENANTS:

OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence, with passengers limited to \$100,000 each person.

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage and \$1 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 1 million each occurrence and in the annual aggregate, with bodily injury limited to \$100,000 each person. Covering any and all product/completed operations hazards in which tenant is involved (including, but not limited to, aircraft maintenance, fueling, aircraft repairs, sales, etc.).

OWNED AUTOMOBILE LIABILITY – \$1 million each occurrence.

GROUND HANGARKEEPERS LEGAL LIABILITY – \$100,000 each occurrence, with a maximum deductible of \$5,000 each and every loss. This is required, if the owner has any aircraft of others in their care, custody and/or control (such as storing a friend's aircraft, etc.)

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence.

POLLUTION LIABILITY - \$1 million each occurrence (if the owner is storing and/or pumping any fuel.)

FIRE LEGAL LIABILITY - \$100,000 each occurrence.

D. WITH RESPECT TO AIRLINE/COMMUTERS:

OWNED AND NON-OWNED AIRCRAFT LIABILITY - Combined single limit bodily injury and property damage \$100 million each occurrence, including passengers. Coverage should include baggage legal liability (including loading and unloading), cargo legal liability (including loading and unloading), and mail legal liability.

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage \$100 million each occurrence. Premises liability must include liability arising from or out or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETE OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 100 million each occurrence and in the annual aggregate covering any and all products/completed operations hazards in which tenant is involved.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY - \$10 million each occurrence.

INDEPENDENT CONTRACTORS LIABILITY – \$ 100 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$10 million each occurrence.

WORKERS COMPENSATION INSURANCE, INCLUDING EMPLOYERS LIABILITY

POLLUTION LIABILITY - \$10 million each occurrence.

FIRE LEGAL LIABILITY - \$1,000,000 each occurrence. This is required if the operator is leasing a building.

E. <u>WITH RESPECT TO AIR AMBULANCE OPERATORS:</u>

OWNED AND NON-OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$ 5 million each occurrence (including passengers.)

PREMISES GENERAL LIABILITY – Combined single limit bodily injury and property damage \$5 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence.

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence.

WORKERS COMPENSATION INSURANCE

POLLUTION LIABILITY - \$1 million each occurrence. This is required, if the operator is selling fuel and/or storing fuel.

FIRE LEGAL LIABILITY - \$100,000 each occurrence. This is required if the operator is leasing a building.

PERSONAL INJURY LIABILITY – \$5 million each occurrence and in the annual aggregate.

BROAD FORM CONTRACTUAL LIABILITY – \$5 million each occurrence and in the annual aggregate.

MEDICAL MALPRACTICE LIABILITY – \$5 million each occurrence and in the annual aggregate.

EMPLOYERS LIABILITY – limit of \$1 million.

ADDITIONAL REQUIREMENTS FOR POLICIES MAINTAINED BY AIR AMBULANCE OPERATORS:

The policy shall insure the March Inland Port Airport Authority, its elected and appointed officials, officers, employees, representatives and agents (the "Authority"), against any and all liability, claims, loss, damage or expenses arising from or related to the tenant's occupation or use of the premises, or the acts, omissions or negligence in whole or part of the tenant, their contractors, sub-contractors, licensees, agents, servants, employees, invitees or visitors.

The Tenant shall provide a waiver of subrogation with respect to all physical damage policies including but not limited to aircraft and any automobile policies, in favor of the March Inland Airport Authority, its elected and appointed officials, officers, employees, representatives and agents (the "Authority").¹

F. REQUIREMENTS FOR ALL INSURANCE POLICIES

- 1. 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.
- 2. Failure of the tenant/operator to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve tenant from any responsibility to carry the required types and amounts of insurance.

¹ The reason for this requirement is primarily due to the high costs of medical equipment attached to the air ambulance aircraft.

- 3. All required insurance policies shall be written by a company with a current A.M. Best's rating of "A Minus or Better," or by such other company consented to in writing by the Authority.
- 4. All required insurance policies (with the exception of workers compensation and fire legal liability), and all renewals thereof, shall be endorsed to provide the following:
 - (a) Additional Insured. The Authority shall be an additional insured with regard to liability and defense of suits or claims.
 - (b) Primary and Non-Contributing. The required insurance policy shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority shall not contribute with this primary insurance.
 - (c) Cancellation. Required insurance policies shall not be cancelled 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 nonpayment of premium.

G. AUTHORITY DISCLAIMER OF LIABILITY

The Authority expressly disclaims any and all liability for any and all loss or damage to the aircraft and/or vehicles and/or personal possessions of the tenant/operator or for aircraft/vehicles/personal possessions of others which are in the care, custody and control of the tenant/operator (including, but not limited to, the loss of use and including diminishment of value thereof). Authority shall not be required to carry insurance on any of tenants'/operators' personal property and shall not be obligated to repair any damage to tenant/operator's property or to replace in whole or part any of tenants'/operators' property.

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: January 8, 2025

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 November 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 November 2024.

March Joint Powers Authority

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

ASSETS		
Cash In Bank	\$	215,424.52
Accounts Receivable		24,149.55
T	•	000 574 07
Total Assets	\$	239,574.07
LIABILITIES		
JPA Loan Payable		450,000.00
		,
Total Liabilities		450,000.00
FUND BALANCE		(0.4.0. 70.7.00)
Net Position, Beginning of Fiscal Year		(210,737.86)
Change in Fund Balance for the month ending November 30, 2024		311.93
Ending Fund Balance, November 30, 2024		(210 425 03)
Ending Fund Balance, November 30, 2024		(210,425.93)
Total Liabilities and Net Position	\$	239,574.07

General Ledger Expenses vs Budget

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Period 05 - 05 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	10,621.97	24,789.56	275,210.44	91.74
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	10,621.97	24,853.96	287,146.04	92.034
Grand Total		312,000.00	10,621.97	24,853.96	287,146.04	0.9203

General Ledger Revenue vs Budget

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Period 05 - 05 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	% ExpendCollect
600	March J.P. Utility Authority					
600-00-40620-00	GAS UTILITY	-300,000.00	0.00	-20,969.10	-279,030.90	6.99
600-00-40625-00	GAS O & M	-60,000.00	0.00	-4,196.79	-55,803.21	6.99
Revenue Total		360,000.00	0.00	25,165.89	334,834.11	6.9905
Grand Total		360,000.00	0.00	25,165.89	334,834.11	0.0699
						

MARCH JOINT POWERS COMMISSION

OF THE MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: January 8, 2025

Action: APPROVE NOVEMBER 2024 DISBURSEMENTS

Motion: Move to approve check disbursements for the month of November 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 November 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 November 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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001067	SoCalGas	SoCalGas	11/05/2024	10,621.97
			Report Total (1 checks):	10,621.97