



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, December 17, 2025 at 3:00 p.m.**

This Notice was posted on 12/11/2025 at the following locations:

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

Riverside County Administration Center
4080 Lemon Street
Riverside, CA 92501

On December 11, 2025, 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
of the
March Joint Powers Commission
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March Joint Powers Authority
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March Inland Port Airport Authority
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City of Moreno Valley • City of Riverside • City of Perris

Wednesday, December 17, 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
17405 Heacock Street, Moreno Valley, CA 92551
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
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Wednesday, December 17, 2025 - 3:00 PM

*Riverside County Administrative 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. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
- 6. Public Comments**
Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.
- 7. Approval of Minutes for Special Meeting held on October 15, 2025 – Page 6**
Approval of Minutes for Special Meeting held on November 12, 2025 – Page 14

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and file Financial Status Reports – Page 16
- 2) Action: Approve September and October 2025 Disbursements – Page 31
- 3) Action: Approve a Usage Driven Site within Foreign Trade Zone No. 244 for Jonathan Y Designs, Inc. located in Perris, CA – Page 39
- 4) Action: Approve a Subzone Site within Foreign Trade Zone No. 244 for Stored Power Technology Inc. located in Riverside, CA – Page 49
- 5) Action: Approve a change order by Vista Environmental for hazardous materials consulting services on the Demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area and authorize the Chief Executive Officer to execute the change order – Page 58
- 6) Action: Approve an Exclusive Negotiation Agreement (ENA) with California Military Department and authorize the Chief Executive Officer to execute the agreement – Page 68
- 7) Action: Approve the equal distribution of land sales revenue to member agencies of March Joint Powers Authority – Page 80

9. Reports, Discussions and Action Items

MJPA-SA - Operations

- 1) Report/Action: Adopt Resolution JPA-SA 25-02, a Resolution of the Successor Agency, approving and adopting a Recognized Obligation Payment Schedule for the period July 1, 2026 through June 30, 2027 and Administrative Budget for the Fiscal Year 2026-27, pursuant to Health and Safety Code Section 34177(o) – Page 149
Dominique Clark, RSG

10. Consent Calendar

MIPAA - Operations

- 1) Report: Receive and file Financial Status Reports – Page 160
- 2) Action: Approve September and October 2025 Disbursements – Page 163
- 3) Action: Approve the 2025 Airport Capital Improvement Plan (ACIP), authorize the Chief Executive Officer to execute FAA submittal documents, and authorize the advertising of a request for Request for Proposal for the Apron Reconstruction Pavement Management Plan (PMP) Phase 13 Project pursuant to the adopted ACIP – Page 166
- 4) Action: Authorize C&S Companies scope of work for the delivery of fuel farm construction plans and authorize the Chief Executive Officer to execute the scope of work – Page 181
- 5) Action: Approve Amendment No. 2 to the Professional Services Agreement with Aviation Management Consulting Group, Inc. (AMCG) for airport management and consulting services and authorize the Chief Executive Officer to execute the agreement – Page 191

11. Consent Calendar

MJPUA – Operations

1. Report: Receive and file Financial Status Report – Page 198
2. Action: Approve September and October 2025 Disbursements – Page 201

12. Commission Members Oral Reports/Announcements

13. Staff Oral Reports/Announcements

14. Calendaring of Future Agenda Items

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

15. Closed Session

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9

March Joint Powers Authority v. Signature Healthcare Services et al., Riverside Superior Court, Case No. CVRI2404339

16. 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), 17405 Heacock Street, Moreno Valley, California and are available for public inspection during regular office hours (8:00 a.m. to 5:30 p.m., Monday through Thursday, Friday 8:00am to 4:30pm). 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 17405 Heacock Street, Moreno Valley, 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 11, 2025

Signed: [Cindy Camargo](#)

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

March Joint Powers Authority
17405 Heacock Street, Moreno Valley, CA 92518
Phone: (951) 656-7000 www.MarchJPA.com

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Wednesday, October 15, 2025 - 3:00 PM

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

SPECIAL MEETING MINUTES

- 1. Call to Order**
Chair Vargas called the meeting to order at 3:02 p.m.
- 2. Roll Call**
Present: Perry, Delgado, Conder, Nava, Medina, Cabrera (arrived at 3:05pm) Gutierrez, Vargas (2 votes)
Absent: Nava
- 3. Invocation**
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**
Chair Vargas led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
Dr. Martin stated agenda item 10 (4) will be pulled for discussion as there is additional information to provide.
- 6. Public Comments**

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

The following person(s) provided public comment(s):

1. None

7. Approval of Minutes for Regular Meeting held on September 3, 2025

No questions or comments. No public request to speak.

Motion to approve the JPC Regular Meeting Minutes for the meeting held on September 3, 2025.

Motion: Delgado

Second: Conder

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

Noes: None

Absent: Nava

Abstain: None

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve July and August 2025 Disbursements
- 3) Action: Approve a Professional Services Agreement with Horizon Realty Group for property management services for March Joint Powers Authority Green Acres community and authorize the Chief Executive Officer to execute the agreement
- 4) Action: Approve an amendment to the construction contract with Danny Ryan Precision on the demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area, to extend the life of the contract an additional 42 days, and authorize the Chief Executive Officer to execute the amendment
- 5) Action: Adopt Resolution JPA 25-26 a resolution of the March Joint Powers Commission approving the amended and restated March Joint powers Authority Personnel and Rules and Regulations
- 6) Action: Approve a Usage Driven Site within Foreign Trade Zone No. 244 for Bridge Logistics Properties located in Riverside, CA
- 7) Action: Approve Amendment No. 1 to the Professional Services Agreement with Mariposa Landscapes, Inc. and authorize the Chief Executive Officer to execute the agreement

No questions or comments. No public request to speak.

Motion to approve Consent Calendar MJPA – Operations, Item 8 (1-7).

Motion: Gutierrez

Second: Perry

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

Noes: None

Absent: Nava
Abstain: None

9. Reports, Discussions and Action Items

MJPA - Operations

- 1) Action: Adopt Resolution JPA 25-27 approving an Amended Stipend Policy for the March Joint Powers Commission Members and Alternate Members serving on behalf of March Joint Powers Authority

Dr. Grace Martin, Chief Executive Officer

Dr. Martin provided the briefing for the stipend policy update. Dr. Martin noted the current stipend policy was adopted in 2010, providing \$100 stipend to attend meetings on behalf of March JPA with a cap at \$500 a month. After a review of Western Riverside Council of Governments (WRCOG) and Local Agency Formation Commissions (LAFCO) stipend policies, staff proposed a change to the current Authority stipend rate of \$100 to \$150 per meeting, and requested guidance on a monthly cap, along with reimbursements on mileage and fuel expenses.

After Commission discussion it was motioned to increase the stipend to \$175 per meeting with no monthly cap or limit, and no reimbursement on mileage or fuel expenses.

No public request to speak.

Motion to approve Reports, Discussions and Action Items MJPA – Operations, Item 9 (1).

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

- 2) Report: Receive and file the 2024 Audit of March Joint Powers Authority
Jonathan Foster, Davis Farr LLP

The audit briefing for fiscal year ending June 2024 was presented by Shannon Ayala, Davis Farr LLP on behalf of Mr. Foster who was unable to attend. The audit report for Fiscal Year 2024 for March Joint Powers Authority received an unmodified opinion on financial statements, which is the highest level of opinion that can be received.

Four recommendations in the prior year for internal control.

- The proper segregation of duties stemming from staffing during the fiscal year – this comment is partially repeated.
- Comprehensive review of land and the associated historical costs – Closed
- Audit adjustments – Partially repeated
- Interfund borrowings – Closed per resolution on June 11, 2025, JPA 25-21

Significant Accounting Statement Estimates

Pension – Note 11 has a slight increase due to CalPERS performance.

Subsequent results show a drop in pension liability for Cost Sharing Plans.

Other Post-Employment Benefits (OPEB) – Note 12 has a fully funded OPEB Asset (\$35,308). With the prior year reporting a liability in the amount of \$92,655.

Significant Financial Statement Disclosures

Note 8 – deficit fund balances/new position. The Golf Course had a deficit net position of \$1,538,747 and the Utilities Authority had a deficit net position of \$210,739.

All are required to be reported based on accounting standards.

No public request to speak.

Commissioner Conder stated the Finance Subcommittee consisting of Chair Vargas, Commissioners Delgado and Conder reviewed all the pages and numbers in depth and agreed to move to the JPC for final review.

Report received and filed.

- 3) Report/Action: Receive and file a report for Foreign Trade Zone No. 244
Dr. Grace Martin, Chief Executive Officer

Dr. Martin provided the briefing for the Foreign Trade Zone (FTZ) No. 244.

No public request to speak.

After further discussion staff was asked that Riverside Community College District (RCCD), Norco Community College and Ben Clark Training Center be included in discussions for internships for the FTZ.

Report received and filed.

10. Consent Calendar

MIPAA - Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve July and August 2025 Disbursements
- 3) Action: Approve FAA grants 3-06-0201-019-2025; 3-60-0201-020-2025; and 3-06-0201-021-2025, totaling six million two hundred sixty-nine thousand seven hundred three dollars (\$6,269,703) for apron reconstruction phases 14 and 15, and the AP-5 crack seal project, and approve the September 12, 2025, execution of grants by the CEO and MIPAA legal counsel
- 4) Action: Approve an award of contract for the March Airfield Operations Readiness Report with Converge Strategies and authorize the Chief Executive Officer to execute the contract
- 5) Action: Approve C&S Companies Scope of Work for the Apron Reconstruction Phase 13 Project and authorize MIPAA to contribute \$1,951.00 towards the Design, Bidding and Awarding of the Project

No questions or comments. No public request to speak.

Motion to approve Consent Calendar MIPAA – Operations, Items 10 (1-3 and 5).

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

MIPAA was approved to go out for an RFP to find an engineering tech for the OLDCC Operations Readiness Program. Three proposals were received with Converge Strategies determined to be the most responsive. Their bid amount was \$594,754 with no contingencies. Because of the age of the airport and many unknowns that may arise, staff proposes a 6% contingency, bringing the total award amount to \$628,800, which is covered by the OLDCC grant.

Motion to approve Consent Calendar MIPAA – Operations, Item 10 (4).

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

11. Reports, Discussion and Action Items

MIPAA - Operations

- 1) Report/Action: Approve a sublease consent related to the reuse of former office and storage space between the Metrea Strategic Mobility Inc. and Alameda BC, LLC; approve an associated parking agreement for five (5) preferential aircraft parking spaces and authorize the Chief Executive Officer to execute the agreement; and direct staff to file a Notice of Exemption

Dr. Grace Martin, Chief Executive Officer

Slim Morgan, President, Metrea Strategic Mobility

This item pertains to the Alameda BC, LLC building on parcel D-1. Metrea is an existing DoD refueling operator based out of March. Metrea is considered transient use and mobilizes on missions for the US Air Force and US Navy, frequently occupying 3 to 5 aircraft parking spaces at the airport. Metrea wishes to occupy 106,000 sq ft portion of the building (formerly AMRO fabricator manufacturer for NASA). Staff recommend the lease between Alameda BC, LLC and Metrea and a Parking Agreement for the 5 aircraft parking spaces.

Seventeen Public Comments were received via email.

The following person(s) provided public comments:

1. Mike Vahl
2. Michelle Malone

Discussion noted MARB flight hours are 0700 to 2200 (7:00am to 10:00pm). These aircraft are US Federal Government military contractors refueling for US Navy and US Air Force aircraft. Both Metrea and Omega are extremely important to military defense. Since Amazon has left the airport, MIPAA operations have been reduced. This year, Metrea has only conducted 72 flights at the airport. MIPAA flight caps at March remain the same.

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

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

- 2) Report: Receive and file the 2024 Audit of March Inland Port Airport Authority
Jonathan Foster, Davis Farr LLP

The audit briefing for fiscal year ending June 2024 is presented by Shannon Ayala, Davis Farr LLP on behalf of Mr. Foster who was unable to attend. The audit report for Fiscal Year 2024 for March Inland Port Airport Authority received an unmodified opinion on financial statements, which is the highest level of opinion that can be received.

No public request to speak.

Commissioner Conder stated the Finance Subcommittee consisting of Chair Vargas, Commissioners Delgado and Conder reviewed all the pages and numbers in depth and agreed to move to the JPC for final review.

Report received and filed.

- 3) Report/Action: Approve Resolution MIPAA 25-07 in support of updating the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (March ARB ALUCP)
Simon Housman, Project Director

This is a recommendation to amend the March Airport Land Use Compatibility Plan (ALUCP). Asking for March Inland Port Airport Authority to commit \$25,000 which is 1/5th share of the cost to amend the 2014 March ARB/Inland Port Airport Land Use Compatibility Plan (ALUCP). Because it is an amendment to a plan, it does require CEQA approval with the contributors Riverside County, and cities of Riverside, Moreno Valley and Perris.

Motion to approve Reports, Discussion and Action Items MIPAA – Operations, Item 11 (3).

Motion: Gutierrez
Second: Conder

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

12. Consent Calendar

MJPUA – Operations

- 1) Report: Receive and file Financial Status Report
- 2) Action: Approve July and August 2025 Disbursements

No questions or comments. No public request to speak.

Motion to approve Consent Calendar MJPUA – Operations, Item 12 (1-2).

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

13. Reports, Discussion and Action Items

MJPUA - Operations

- 1) Report/Action: Receive and file the 2024 Audit of March Joint Powers Utility Authority
Jonathan Foster, Davis Farr LLP

The audit briefing for fiscal year ending June 2024 is presented by Shannon Ayala, Davis Farr LLP on behalf of Mr. Foster who was unable to attend. The audit report for Fiscal Year 2024 for March Joint Powers Utilities Authority received an unmodified opinion on financial statements, which is the highest level of opinion that can be received.

No public request to speak.

Commissioner Conder stated the Finance Subcommittee consisting of Chair Vargas, Commissioners Delgado and Conder reviewed all the pages and numbers in depth and agreed to move to the JPC for final review.

Report received and filed.

14. Commission Members Oral Reports/Announcements

Chair Vargas requested the FTZ and ALUC presentations be shared with the Commissioners.

15. Staff Oral Reports/Announcements

Chief Executive Director Dr. Martin stated the next JPC meeting is November 12th and will be focused on the Airport Branding.

16. Calendaring of Future Agenda Items

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

17. Closed Session

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: 4:13 p.m.

Closed session ended: 4:22 p.m.

Reportable Actions: None

18. Adjournment

The meeting was adjourned at 4:22 p.m.

March Joint Powers Authority
17405 Heacock Street, Moreno Valley, CA 92518
Phone: (951) 656-7000 www.MarchJPA.com

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Wednesday, November 12, 2025 - 3:00 PM

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

SPECIAL MEETING MINUTES

- 1. Call to Order**
Chair Vargas called the meeting to order at 3:01 p.m.
- 2. Roll Call**
Present: Cabrera (arrived at 3:09pm), Nava, Perry (2 votes), Delgado, Gutierrez (2 votes), Vargas
Absent: Medina, Conder
- 3. Invocation**
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**
Chair Vargas led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
None.
- 6. Public Comments**

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

Madam Clerk announced one Public Comment for Item (6), was received via email and is on the dais.

The following person(s) provided public comment(s):

1. Mike McCarthy

7. Reports, Discussion and Action Items

MIPAA – Operations

- 1) Action: Provide Guidance on branding strategies for KRIV: March Inland Port Airport
Dr. Grace Martin, Chief Executive Officer

A working session was held to seek the Commission’s direction regarding branding for the March Inland Port Airport. Dr. Martin introduced Steve Lambert and Deana Olivares-Lambert of the 20/20 Network, who led the session. Mr. Lambert facilitated the discussion, gathering feedback and ideas from the Commissioners on their vision for the future of the airport.

No public request to speak.

Report received and filed.

8. Commission Members Oral Reports/Announcements

Chair Vargas announced the launch of the Polar Express ride on November 20th, at the Southern California Railway Museum. Polar Express will be held at the Perris National Train Museum.

Commissioner Cabrera announced that Moreno Valley allocated approximately \$30,000 towards Project Pantry to address food insecurity. Visit MoVal.org/pantry for additional information.

9. Staff Oral Reports/Announcements

Dr. Martin announced that MIPAA continues to accept diapers, gas cards, and grocery cards at the Million Air Terminal for March Air Reserve Base employees during the government shutdown.

10. Calendaring of Future Agenda Items

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

None.

11. Adjournment

The meeting was adjourned at 3:59 p.m. Happy Thanksgiving to all.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

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

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

Background:

The monthly Financial Status Reports are a summary of operational income and expenses for the months of September and October 2025 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 2025/26 budget.

Attachment(s): Financial Status Reports for September and October 2025

March Joint Powers Authority

Balance Sheet

General Fund

As of September 30, 2025

ASSETS

Cash In Bank	(1,772,586.79)
Petty Cash	300.00
Investment Account	8,198,522.35
Meridian Drainage Fee Acct	2,652,740.32
CalPERS Benefit Trust	12,799,287.74
County Fire Facilities Fund	1,962,665.16
Accounts Receivable	6,558,013.17
Accounts Receivable - Leases	1,349,157.70
Loans Receivable	1,913,926.60
MIP Loan Receivable	2,687,896.35
MJPUA Loan Receivable	450,000.00
Due From Other Funds	426,540.74
Interest Receivable	1,776,866.67
Insurance Deposits	1,283.00

Total Assets	<u>\$ 39,004,613.01</u>
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LIABILITIES

Accounts Payable	2,830.51
Deposits in Trust	305,735.15
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	1,200,000.00
Deferred Inflows - Leases	1,349,157.70

Total Liabilities	<u>7,102,830.55</u>
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FUND BALANCE

Fund Balance, Beginning of Fiscal Year	32,392,918.38
Change in Fund Balance for the month ending September 30, 2025	<u>(491,135.92)</u>

Ending Fund Balance, September 30, 2025	<u>31,901,782.46</u>
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Total Liabilities and Fund Balance	<u>\$ 39,004,613.01</u>
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*Negative cash is due to pending transfer between funds for payroll related expenses.

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of September 30, 2025

ASSETS

Cash In Bank	\$ 1,974,680.83
Accounts Receivable	<u>32,241.39</u>
Total Assets	<u><u>\$ 2,006,922.22</u></u>

LIABILITIES

Accounts Payable	183,362.81
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>197,486.78</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,819,207.05
Change in Fund Balance for the month ending September 30, 2025	<u>(9,771.61)</u>
Ending Fund Balance, September 30, 2025	<u>1,809,435.44</u>
Total Liabilities and Fund Balance	<u><u>\$ 2,006,922.22</u></u>

March Joint Powers Authority

Balance Sheet

March Lifecare Campus CFD 2013 – Fund 140

As of September 30, 2025

ASSETS

Cash In Bank	\$	100,666.79
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>

Total Assets	\$	<u>101,014.54</u>
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LIABILITIES

Payroll Liabilities		46,478.64
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Total Liabilities		<u>46,478.64</u>
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FUND BALANCE

Fund Balance, Beginning of Fiscal Year		61,550.26
Change in Fund Balance for the month ending September 30, 2025		<u>(7,014.36)</u>

Ending Fund Balance, September 30, 2025		<u>54,535.90</u>
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Total Liabilities and Fund Balance	\$	<u>101,014.54</u>
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March Joint Powers Authority

Balance Sheet

Green Acres Enterprise Fund – Fund 300

As of September 30, 2025

ASSETS

Cash In Bank	\$ 2,350,755.23
Investment Account	3,385,971.51
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	59,514.25
Deferred Outflows - Pension	164,970.24
Deferred Outflows - OPEB	44,860.00
Accumulated Depreciation	<u>(10,298,016.30)</u>
 Total Assets	 <u><u>\$ 12,781,856.76</u></u>

LIABILITIES

Accounts Payable	37,138.68
Payroll Liabilities	400,628.58
Security Deposits	180,121.16
Net Pension Liability	370,893.96
OPEB Liability	12,045.00
Compensated Absences	45,703.35
Deferred Inflows - Pension	48,084.48
Deferred Inflows - OPEB	<u>28,597.00</u>
 Total Liabilities	 <u>1,123,212.21</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,713,319.73
Change in Fund Balance for the month ending September 30, 2025	<u>(54,675.18)</u>
 Ending Fund Balance, September 30, 2025	 <u>11,658,644.55</u>
 Total Liabilities and Net Position	 <u><u>\$ 12,781,856.76</u></u>

March Joint Powers Authority

Balance Sheet Repairs & Maintenance – Fund 301 As of September 30, 2025

ASSETS

Cash In Bank	\$ 318,172.50
Total Assets	<u>\$ 318,172.50</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	328,579.07
Change in Fund Balance for the month ending September 30, 2025	<u>(10,406.57)</u>
Ending Fund Balance, September 30, 2025	<u>318,172.50</u>
Total Liabilities and Net Position	<u>\$ 318,172.50</u>

March Joint Powers Authority

Balance Sheet

Debt Service Fund – Fund 740

As of September 30, 2025

ASSETS

Cash In Bank	\$ 1,113,921.05
Deferred Charge on Refunding	6,227,348.61
Prepaid Bond Insurance	<u>210,259.62</u>
Total Assets	<u>\$ 7,551,529.28</u>

LIABILITIES

Accounts Payable	-
Interest Payable	451,476.00
Bonds Payable - Series 2016A	26,630,000.00
Bonds Premium - Series 2016A	2,972,495.00
Due to Other Funds	<u>426,540.74</u>
Total Liabilities	<u>30,480,511.74</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(23,505,029.63)
Change in Fund Balance for the month ending September 30, 2025	<u>576,047.17</u>
Ending Fund Balance, September 30, 2025	<u>(22,928,982.46)</u>
Total Liabilities and Net Position	<u>\$ 7,551,529.28</u>

March Joint Powers Authority

Balance Sheet

RORF Fund – Fund 750

As of September 30, 2025

ASSETS

Cash In Bank	1,109,368.22
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u><u>\$ 1,124,418.47</u></u>

LIABILITIES

Accounts Payable	<u>15,050.25</u>
Total Liabilities	<u>15,050.25</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	1,109,368.22
Change in Fund Balance for the month ending August 31, 2025	<u>-</u>
Ending Fund Balance, August 31, 2025	<u>1,109,368.22</u>
Total Liabilities and Net Position	<u><u>\$ 1,124,418.47</u></u>

March Joint Powers Authority

Balance Sheet General Fund As of October 31, 2025

ASSETS

Cash In Bank	\$ (2,202,308.57)
Petty Cash	300.00
Investment Account	8,231,747.40
Meridian Drainage Fee Acct	2,652,740.32
CalPERS Benefit Trust	12,799,287.74
County Fire Facilities Fund	1,962,665.16
Accounts Receivable	6,657,605.07
Accounts Receivable - Leases	1,349,157.70
Loans Receivable	1,913,926.60
MIP Loan Receivable	2,687,896.35
MJPUA Loan Receivable	450,000.00
Due From Other Funds	426,540.74
Interest Receivable	1,776,866.67
Insurance Deposits	1,283.00

Total Assets	<u>\$ 38,707,708.18</u>
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LIABILITIES

Accounts Payable	7,568.87
Deposits in Trust	305,735.15
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	1,200,000.00
Deferred Inflows - Leases	1,349,157.70

Total Liabilities	<u>7,107,568.91</u>
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FUND BALANCE

Fund Balance, Beginning of Fiscal Year	32,392,918.38
Change in Fund Balance for the month ending October 31, 2025	<u>(792,779.11)</u>

Ending Fund Balance, October 31, 2025	<u>31,600,139.27</u>
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Total Liabilities and Fund Balance	<u>\$ 38,707,708.18</u>
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*Negative cash is due to pending transfer between funds for payroll related and other expenses.

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of October 31, 2025

ASSETS

Cash In Bank	\$ 1,948,000.91
Accounts Receivable	<u>32,241.39</u>
Total Assets	<u><u>\$ 1,980,242.30</u></u>

LIABILITIES

Accounts Payable	183,362.81
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>197,486.78</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,819,207.05
Change in Fund Balance for the month ending October 31, 2025	<u>(36,451.53)</u>
Ending Fund Balance, October 31, 2025	<u>1,782,755.52</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,980,242.30</u></u>

March Joint Powers Authority

Balance Sheet

March Lifecare Campus CFD 2013 – Fund 140

As of October 31, 2025

ASSETS

Cash In Bank	\$	100,666.79
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>

Total Assets	\$	<u>101,014.54</u>
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LIABILITIES

Payroll Liabilities		46,478.64
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Total Liabilities		<u>46,478.64</u>
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FUND BALANCE

Fund Balance, Beginning of Fiscal Year		61,550.26
Change in Fund Balance for the month ending October 31, 2025		<u>(7,014.36)</u>

Ending Fund Balance, October 31, 2025		<u>54,535.90</u>
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Total Liabilities and Fund Balance	\$	<u>101,014.54</u>
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March Joint Powers Authority

Balance Sheet

Green Acres Enterprise Fund – Fund 300

As of October 31, 2025

ASSETS

Cash In Bank	\$ 2,355,224.46
Investment Account	3,397,339.88
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	59,514.25
Deferred Outflows - Pension	164,970.24
Deferred Outflows - OPEB	44,860.00
Accumulated Depreciation	<u>(10,298,016.30)</u>
 Total Assets	 <u><u>\$ 12,797,694.36</u></u>

LIABILITIES

Accounts Payable	159,816.46
Payroll Liabilities	413,378.02
Security Deposits	180,121.16
Net Pension Liability	370,893.96
OPEB Liability	12,045.00
Compensated Absences	45,703.35
Deferred Inflows - Pension	48,084.48
Deferred Inflows - OPEB	<u>28,597.00</u>
 Total Liabilities	 <u>1,258,639.43</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,713,319.73
Change in Fund Balance for the month ending October 31, 2025	<u>(174,264.80)</u>
 Ending Fund Balance, October 31, 2025	 <u>11,539,054.93</u>
 Total Liabilities and Net Position	 <u><u>\$ 12,797,694.36</u></u>

March Joint Powers Authority

Balance Sheet Repairs & Maintenance – Fund 301 As of October 31, 2025

ASSETS

Cash In Bank	\$ 318,172.50
Total Assets	<u>\$ 318,172.50</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	328,579.07
Change in Fund Balance for the month ending October 31, 2025	<u>(10,406.57)</u>
Ending Fund Balance, October 31, 2025	<u>318,172.50</u>
Total Liabilities and Net Position	<u>\$ 318,172.50</u>

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of October 31, 2025

ASSETS

Cash In Bank	\$ 1,111,534.80
Deferred Charge on Refunding	6,227,348.61
Prepaid Bond Insurance	<u>210,259.62</u>
Total Assets	<u>\$ 7,549,143.03</u>

LIABILITIES

Interest Payable	451,476.00
Bonds Payable - Series 2016A	26,630,000.00
Bonds Premium - Series 2016A	2,972,495.00
Due to Other Funds	<u>426,540.74</u>
Total Liabilities	<u>30,480,511.74</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(23,505,029.63)
Change in Fund Balance for the month ending October 31, 2025	<u>573,660.92</u>
Ending Fund Balance, October 31, 2025	<u>(22,931,368.71)</u>
Total Liabilities and Net Position	<u>\$ 7,549,143.03</u>

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of October 31, 2025

ASSETS

Cash In Bank	1,109,368.22
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u><u>\$ 1,124,418.47</u></u>

LIABILITIES

Accounts Payable	<u>15,050.25</u>
Total Liabilities	<u>15,050.25</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	1,109,368.22
Change in Fund Balance for the month ending October 31, 2025	<u>-</u>
Ending Fund Balance, October 31, 2025	<u>1,109,368.22</u>
Total Liabilities and Net Position	<u><u>\$ 1,124,418.47</u></u>

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE SEPTEMBER AND OCTOBER 2025**
DISBURSEMENTS

Motion: Move to approve the check disbursements for the months of September and October 2025 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 months of September and October 2025 for the March JPA; Landscaping & Lighting Maintenance District (LLMD) No. 1; Community Facility District (CFD); and Green Acres. 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 September and October 2025 for the March JPA, LLMD, CFD, and Green Acres.

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	ConderJr	Charles Conder Jr.	09/04/2025	0.00	100.00
ACH	Delgado	Edward Delgado	09/04/2025	0.00	200.00
ACH	VargasM	Michael Vargas	09/04/2025	0.00	300.00
ACH	DPETER1	David Peterson Abatement Services,LLC	09/11/2025	0.00	9,240.00
1018236	Camargo	Cindy Camargo	09/04/2025	0.00	280.00
1018237	William2	Grace Martin	09/04/2025	0.00	200.00
1018238	BARRY	Barry Security Service, Inc.	09/11/2025	0.00	7,070.13
1018239	FEDEX	FedEx	09/11/2025	0.00	94.86
1018240	KellySv	Kelly Services, Inc.	09/11/2025	0.00	725.19
1018241	MGS	M.G.S.	09/11/2025	0.00	34,496.25
1018242	StaplesC	Staples Credit Plan	09/11/2025	0.00	651.36
1018243	RivSh-TR	County of Riverside Sheriff Dept	09/11/2025	0.00	13,306.26
1018244	Court	Courtney Inc.	09/11/2025	0.00	102,707.92
1018245	Willdan2	Willdan Financial Services	09/11/2025	0.00	210.00
1018246	HBS	Husch Blackwell Strategies LLC	09/11/2025	0.00	601.76
1018247	RobertHa	Robert Half	09/11/2025	0.00	1,637.59
1018248	ACCELA	Accela Inc.	09/18/2025	0.00	1,773.69
1018249	BARRY	Barry Security Service, Inc.	09/18/2025	0.00	3,583.88
1018250	KellySv	Kelly Services, Inc.	09/18/2025	0.00	272.69
1018251	PHILLIPS	Phillips 66-CO./SYNCB	09/18/2025	0.00	26.50
1018252	AyalaA	Amelia Ayala	09/18/2025	0.00	1,690.00
1018253	Court	Courtney Inc.	09/18/2025	0.00	353.12
1018254	HBS	Husch Blackwell Strategies LLC	09/18/2025	0.00	1,600.00
1018255	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	09/18/2025	0.00	7,891.60
1018256	SQUIRE	SQUIRE PATTON BOGGS LLP	09/18/2025	0.00	867.00
1018257	BankofAm	Bank Of America	09/25/2025	0.00	10,184.68
1018258	BARRY	Barry Security Service, Inc.	09/25/2025	0.00	3,504.00
1018259	BESTBE	Best Best & Krieger, LLP	09/25/2025	0.00	3,872.80
1018260	KellySv	Kelly Services, Inc.	09/25/2025	0.00	329.00
1018261	MGS	M.G.S.	09/25/2025	0.00	4,650.00
1018262	BLUHVAC	BLU Heating & Air, Inc	09/25/2025	0.00	8,000.00
1018263	RobertHa	Robert Half	09/25/2025	0.00	450.24
1018264	RIVCTYSH	Riverside County Sheriff Department	09/25/2025	0.00	3,315.10
Report Total (33 checks):				0.00	224,185.62

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
2003999	RIVTLMA	TLMA Administration- County Of Riversid	09/11/2025	0.00	282.75
2004000	WMWD2	Western Municipal Water District	09/11/2025	0.00	18,289.98
Report Total (2 checks):				0.00	18,572.73

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
4000216	WMWD2	Western Municipal Water District	09/11/2025	0.00	188.61
Report Total (1 checks):				0.00	188.61

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
3009900	Automate	Automated Gate Services, Inc.	09/11/2025	0.00	139.00
3009901	Leafwise	Leafwise Landscape LLC	09/11/2025	0.00	15,660.63
3009902	LOWES	Lowe's Business Account	09/11/2025	0.00	509.30
3009903	MGS	M.G.S.	09/11/2025	0.00	18,261.50
3009904	Montg	Montgomery Plumbing	09/11/2025	0.00	280.00
3009905	Aqua	Aqua Backflow & Chlorination, Inc..	09/11/2025	0.00	126.00
3009906	SouthCou	South County Pest Control, Inc.	09/11/2025	0.00	69.00
3009907	Willdan2	Willdan Financial Services	09/11/2025	0.00	210.00
3009908	EWING	Ewing Irrigation Products, Inc.	09/11/2025	0.00	564.47
3009909	JanPro	Commerical Cleaning Solutions, Inc.	09/11/2025	0.00	200.00
3009910	MARCHUT	March Joint Powers Utility Authority	09/11/2025	0.00	8,760.72
3009911	ALPINE	Robert Vernieri	09/11/2025	0.00	495.00
3009912	PHILLIPS	Phillips 66-CO./SYNCB	09/18/2025	0.00	291.35
3009913	AyalaA	Amelia Ayala	09/18/2025	0.00	585.00
3009914	SouthCou	South County Pest Control, Inc.	09/18/2025	0.00	69.00
3009915	BESTBE	Best Best & Krieger, LLP	09/25/2025	0.00	1,375.60
3009916	LOWES	Lowe's Business Account	09/25/2025	0.00	1,921.20
3009917	MGS	M.G.S.	09/25/2025	0.00	17,136.88
3009918	WestCoas	West Coast Arborists, Inc	09/25/2025	0.00	1,035.00
3009919	SouthCou	South County Pest Control, Inc.	09/25/2025	0.00	396.00
3009920	SCE4	Southern California Edison	09/25/2025	0.00	866.53
3009921	WMWD	Western Municipal Water District	09/25/2025	0.00	60,718.12
3009922	HOMEDE	Home Depot Credit Services	09/25/2025	0.00	2,574.73
3009923	WASTEM	WM Corporate Services, Inc.	09/25/2025	0.00	1,830.78
3009924	ALPINE	Robert Vernieri	09/25/2025	0.00	6,020.00
Report Total (25 checks):				0.00	140,095.81

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	ConderJr	Charles Conder Jr.	10/02/2025	0.00	100.00
ACH	Delgado	Edward Delgado	10/02/2025	0.00	200.00
ACH	Gutierre	Yxstian Gutierrez	10/02/2025	0.00	100.00
ACH	MedinaJ	Jose Medina	10/02/2025	0.00	200.00
ACH	NavaM	Marisela Nava	10/02/2025	0.00	100.00
ACH	VargasM	Michael Vargas	10/02/2025	0.00	500.00
ACH	The20/20	The 20/20 NETWORK	10/09/2025	0.00	1,000.00
ACH	ConderJr	Charles Conder Jr.	10/16/2025	0.00	414.00
ACH	RSG	RSG, Inc.	10/16/2025	0.00	110.00
ACH	VargasM	Michael Vargas	10/16/2025	0.00	414.00
1018265	BARRY	Barry Security Service, Inc.	10/02/2025	0.00	3,504.00
1018266	ADEPPrec	Danny Ryan Precision Contracting Inc.	10/02/2025	0.00	83,250.00
1018267	FEDEX	FedEx	10/02/2025	0.00	38.18
1018268	KellySv	Kelly Services, Inc.	10/02/2025	0.00	324.06
1018269	AyalaA	Amelia Ayala	10/02/2025	0.00	1,690.00
1018270	RobertHa	Robert Half	10/02/2025	0.00	353.76
1018271	RIVCTYSH	Riverside County Sheriff Department	10/02/2025	0.00	549.34
1018272	BARRY	Barry Security Service, Inc.	10/09/2025	0.00	3,504.00
1018273	KellySv	Kelly Services, Inc.	10/09/2025	0.00	323.08
1018274	PHILLIPS	Phillips 66-CO./SYNCB	10/09/2025	0.00	56.65
1018275	Willdan2	Willdan Financial Services	10/09/2025	0.00	4,393.00
1018276	RobertHa	Robert Half	10/09/2025	0.00	135.07
1018277	BESTBE	Best Best & Krieger, LLP	10/16/2025	0.00	168.75
1018278	KellySv	Kelly Services, Inc.	10/16/2025	0.00	312.21
1018279	VERIZ2	Verizon Wireless	10/16/2025	0.00	141.16
1018280	FARR	Davis Farr	10/16/2025	0.00	5,000.00
1018281	RobertHa	Robert Half	10/16/2025	0.00	220.83
1018282	SQUIRE	SQUIRE PATTON BOGGS LLP	10/16/2025	0.00	510.00
1018283	BankofAm	Bank Of America	10/22/2025	0.00	16,328.59
1018284	BESTBE	Best Best & Krieger, LLP	10/30/2025	0.00	3,872.80
1018285	FEDEX	FedEx	10/30/2025	0.00	42.24
1018286	FRONTIER	Frontier Communications	10/30/2025	0.00	290.82
1018287	KellySv	Kelly Services, Inc.	10/30/2025	0.00	932.67
1018288	WestCoas	West Coast Arborists, Inc	10/30/2025	0.00	1,552.50
1018289	HBS	Husch Blackwell Strategies LLC	10/30/2025	0.00	1,600.00
1018290	RobertHa	Robert Half	10/30/2025	0.00	465.25
1018291	VISTA	Vista Environmental Consulting Inc	10/30/2025	0.00	15,258.00
Report Total (37 checks):				0.00	147,954.96

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
2004001	SCE4	Southern California Edison	10/30/2025	0.00	26,679.92
Report Total (1 checks):				0.00	26,679.92

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
300941	MARCHUT	March Joint Powers Utility Authority	10/16/2025	0.00	18,828.10
3009925	GRAINGER	Grainger	10/02/2025	0.00	111.86
3009926	MGS	M.G.S.	10/02/2025	0.00	45,319.93
3009927	Montg	Montgomery Plumbing	10/02/2025	0.00	2,330.00
3009928	WestCoas	West Coast Arborists, Inc	10/02/2025	0.00	14,145.00
3009929	AyalaA	Amelia Ayala	10/02/2025	0.00	585.00
3009930	SouthCou	South County Pest Control, Inc.	10/02/2025	0.00	138.00
3009931	SCE2	Southern California Edison	10/02/2025	0.00	69.63
3009932	JanPro	Commerical Cleaning Solutions, Inc.	10/02/2025	0.00	200.00
3009933	ALPINE	Robert Vernieri	10/02/2025	0.00	1,190.00
3009934	PHILLIPS	Phillips 66-CO./SYNCB	10/09/2025	0.00	540.60
3009935	HOMEDE	Home Depot Credit Services	10/09/2025	0.00	2,092.57
3009936	Automate	Automated Gate Services, Inc.	10/16/2025	0.00	139.00
3009937	SCE4	Southern California Edison	10/16/2025	0.00	81.09
3009938	WMWD	Western Municipal Water District	10/16/2025	0.00	46,666.28
3009939	WASTEM	WM Corporate Services, Inc.	10/16/2025	0.00	2,816.34
3009940	MARCHUT	March Joint Powers Utility Authority	10/16/2025	0.00	8,726.63
3009942	BESTBE	Best Best & Krieger, LLP	10/30/2025	0.00	1,924.10
3009943	Montg	Montgomery Plumbing	10/30/2025	0.00	11,492.00
3009944	SouthCou	South County Pest Control, Inc.	10/30/2025	0.00	465.00
Report Total (20 checks):				0.00	157,861.13

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE A USAGE DRIVEN SITE WITHIN FOREIGN TRADE ZONE NO. 244 FOR JONATHAN Y DESIGNS, INC. LOCATED IN PERRIS, CA**

Motion: Move to approve a Usage Driven Site within Foreign Trade Zone No. 244 for Jonthan Y Designs, Inc. located in Perris, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) 244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Jonthan Y Design Inc. proposes to activate leased space comprised of 11.17-acres located at 4564 Redlands Avenue, Perris, Riverside County, CA.

Jonthan Y Designs, Inc. plans to use the FTZ designation to conduct product receiving and distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Logistics ensures that products move seamlessly in and out of the FTZ, whether for manufacturing, assembly, or export. Effective logistics coordination minimizes dwell time, improves supply chain speed, and reduces costs associated with storage and customs delays.

Staff recommends that the Commission concur with Jonthan Y Designs, Inc. application to the Foreign Trade Zones Board for a usage driven FTZ designation on the aforementioned project site.

Attachment(s): Jonthan J Designs, Inc. Application

**Application for Subzone or Usage-Driven Designation (“Minor
Boundary Modification”) Under the Alternative Site Framework (ASF)**

Instruction Sheet

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.5 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14th and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the [FTZ Board web site](#).

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff
March 2013

Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, N.W., Room 21013
Washington, D.C. 20230
(202) 482-2862

Alternative Site Framework

APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

NOTE: This format is only for a Minor Boundary Modification (MBM) to propose a “Subzone” or “Usage-Driven” site(s) under the Alternative Site Framework (ASF).

INSTRUCTIONS

General: The actual submitted request may take the form of a letter from the grantee requesting approval and answering each question listed below. Alternatively, the request may include a cover letter from the grantee identifying the specific Subzone/Usage-Driven site for which it is requesting approval and then a separate document answering the questions below. Leave each question in place (including its number) and provide your response directly below each question.

Subzone versus Usage-Driven Designation: Under the FTZ Board’s regulations (§400.24(c)), a grantee can request designation of a site(s) as a subzone that qualifies for usage-driven status, where warranted by the circumstances and so long as the subzone activity remains subject to the activation limit for the zone in question. As with usage-driven sites, subzone sites designated under this process will be subject to the standard three-year sunset provision.

Sites versus Parcels: A "site" is comprised of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility. If parcels do not meet that definition, they must be treated as separate sites.

Submitted Request Must Be Complete: Submitted MBM requests must be complete – with the sole allowable exception of any comments from U.S. Customs and Border Protection (CBP), if necessary. Incomplete submitted requests or documents submitted separately will be returned to the sender. The FTZ Staff cannot assemble complete requests from individual elements submitted separately.

If a letter from CBP is not included, a copy of your request must be provided to CBP no later than when the request is submitted to our office (see section 400.38(a) of the FTZ Board’s regulations). When providing the copy to CBP, you can note that the regulations provide CBP with 20 days to submit comment

Submission of Completed Application: Submit the final application by email (ftz@trade.gov) (Adobe PDF format preferred; you may use MS Word format if you are unable to submit PDF). The application must include color maps and signed versions of all letters.

Timing: Under the FTZ Board’s regulations, the ordinary timeframe to process MBM requests is within 30 days of the FTZ Staff having received a complete request. Timing will depend on receipt of CBP’s comments on the request.

Alternative Site Framework

APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION ("MINOR BOUNDARY MODIFICATION")

QUESTIONS

1. Please mark the appropriate space below to indicate whether you are requesting "Subzone" or "Usage-Driven" designation for the proposed site(s):

 Subzone **X** Usage-Driven

2. List the address of the site(s), including the jurisdiction in which the site(s) falls (town, city, county).

The site address is 4564 Redlands Ave, Perris, CA 92571.

The site is located in Riverside County, California.

3. Explain how the proposed site(s) is within the grantee's approved ASF service area.

The proposed site is located within Riverside County, California which falls within the Alternative Site Framework ("ASF") of FTZ No. 244.

The Grantee of FTZ No. 244 is March Joint Powers Authority.

FTZ No. 244 consists of Western Riverside County and a portion of the City of Lake Elsinore.

4. State the proposed acreage of the site(s).

The approximate proposed site acreage for the site is 11.17.

5. Indicate the company for which the site(s) will be designated.

Jonathan Y Designs, Inc. ("Jonathan Y")

6. Provide a summary of the company's planned activities.

Jonathan Y plans to utilize the proposed Foreign Trade Zone (FTZ) site for warehousing, distribution, and support operations related to its home furnishings product line. Activities at the site will include receiving shipments of foreign-status lighting, rugs, and accent furniture, inspecting and inventorying the materials, and storing them within the activated area. The company will manage internal logistics to prepare the products for outbound shipment, including palletizing, staging, and

coordinating dispatch to retail partners and customers across the United States. In addition to logistics operations, the site may support product quality assurance activities such as sample testing and finish inspections to ensure consistency with Jonathan Y's high design and quality standards.

7. Indicate the current zoning and the existing and planned buildings (including square footage) for the site(s). (Note: Sites (or areas within a site) with inappropriate zoning – such as agricultural, retail, or residential – are not eligible for FTZ status and should not be proposed in any MBM request.)

The proposed property is zoned for industrial and commercial use.

The square footage of the existing building at the site is 210,900 ft² (4.84 acres).

8. Confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site(s).

Neither FTZ designation nor the use of FTZ procedures is a requirement or a precondition for future activity or construction at the site.

9. List the owner(s). (If a site(s) is not owned by the grantee or the company planning to use the site(s) – as named in response to Question 5 above – then provide a "Right to Use" attachment with documentation demonstrating the right to use the site(s). Such evidence could be a signed letter from the proposed operator on its letterhead attesting to its right to use the property or a letter of concurrence from the owner of the proposed site(s).)

The site is owned by Carson-VA Industrial II, L.P. ("D.B.A. Carson Companies").

Please see ATTACHMENT Question 9 – Right to Use Letter.

ATTACHMENTS

Attach the documents listed below (Items 10 and 11, plus Item 12 if applicable) directly behind the text of your request.

10. A clear and detailed site map showing existing and planned structures. The site boundaries must be outlined clearly **in red**. Note that if streets or similar landmarks are not legible on the site map, you will also need to provide a detailed street map with the proposed site's boundaries **in red**. Any map should be no larger than letter-sized (8 1/2" x 11") and clearly labeled, with legends provided for any markings.

See ATTACHMENT Question 10 – Proposed Site Boundaries

11. Comments from U.S. Customs and Border Protection (CBP): The grantee generally should provide comments from CBP with the submitted request. Alternatively, the grantee may provide a copy of the request to CBP at the time the request is submitted to the FTZ Board, in which case the grantee should also communicate with CBP regarding the 20-day timeframe in the FTZ Board's regulations for CBP to provide comments to the FTZ Board.

See ATTACHMENT Question 11 – Comments from U.S. Customs and Border Protection ("CBP").

Comments will be provided directly by U.S. Customs and Border Protection.

12. If your state (such as TX, KY, AZ) has one or more taxes for which collections will be affected by the proposed FTZ designation of the new site(s), please attach all of the following:

- A. An explanation of the specific local taxes that will be affected;
- B. A stand-alone letter that:
 - Lists all of the affected parties;
 - Includes a statement below the list certifying that this is a complete list of all parties that would be affected by this particular request; and,
 - Is signed by an official of the grantee organization.
- C. Correspondence from all of the affected parties (such as a local school board) indicating their concurrence (or non-objection) regarding the proposed FTZ designation.

California is not a state where the proposed FTZ designation will affect any tax collection procedures, therefore, this question is not applicable to Jonathan Y for the purposes of this application.

ATTACHMENT Question 9

Right to Use Letter



CARSON ESTATE TRUST
CARSON DOMINGUEZ PROPERTIES, L.P.
CARSON ENERGY LLC
www.carsoncompanies.com

9/16/2025

Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., N.W., Room 21013
Washington, D.C. 20230

Re: Alternative Site Framework Application ("ASF") for Usage-Driven Site of Foreign Trade Zone ("FTZ") No. 244 for Jonathan Y Designs, Inc. ("Jonathan Y")

Dear Executive Secretary,

As described in the referenced ASF application, Jonathan Y is a New York-based home furnishings company who is seeking to designate their Perris, CA distribution center as a FTZ. The brand specializes in lighting, rugs, and accent furniture, blending iconic design styles with smart pricing and high-end finishes. Jonathan Y plans to utilize the zone established at their facility located at 4564 Redlands Avenue, Perris, CA 92571 to warehouse and distribute a variety of products that leverage the benefits of reduced tariffs and streamlined customs procedures.

Carson-VA Industrial II, L.P. (D.B.A. Carson Companies) owns the land and attests to Jonathan Y's right to use the property as an FTZ at the aforementioned site address, which is located within Riverside County and falls within the ASF service area of FTZ No. 244.

Please contact James Christian on behalf of Carson Companies, at jchristian@carsoncompanies.com should you have any questions or require additional information.

Sincerely,

James Christian
Asset & Development Manager

CORPORATE OFFICE
100 Bayview Circle Suite 3500
Newport Beach, CA 92660
949 725-6500 FAX 949 725 6550

TEXAS OFFICE
9821 Katy Freeway Suite 685
Houston TX 77024
713 360-7934

PENNSYLVANIA OFFICE
995 Old Eagle School Rd Suite 306
Wayne PA 19087
484 538-6779

ATTACHMENT Question 10

Proposed Site Boundaries – 11.17 Acres

4564 Redlands Ave, Perris, CA 92571



ATTACHMENT Question 11

Comments from U.S. Customs and Border Protection (“CBP”)

[TO BE PROVIDED UNDER SEPARATE COVER]

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE A SUBZONE SITE WITHIN FOREIGN
TRADE ZONE NO. 244 FOR STORED POWER
TECHNOLOGY INC LOCATED IN RIVERSIDE, CA**

Motion: Move to approve a Subzone Site within Foreign Trade Zone No. 244 for Stored Power Technology Inc. located in Riverside, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) 244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Stored Power Technology Inc. proposes to activate leased space comprised of 3.7-acres located at 9565 Rudicill Street, Riverside, Riverside County, CA.

Stored Power Technology Inc. plans to use the FTZ designation to conduct product receiving, assembly and distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Logistics ensures that products move seamlessly in and out of the FTZ, whether for manufacturing, assembly, or export. Effective logistics coordination minimizes dwell time, improves supply chain speed, and reduces costs associated with storage and customs delays.

Staff recommends that the Commission concur with Stored Power Technology Inc. application to the Foreign Trade Zones Board for FTZ designation on the aforementioned project site.

Attachment(s): Stored Power Technology Inc. Application

**Application for Subzone or Usage-Driven Designation (“Minor Boundary Modification”)
Under the Alternative Site Framework (ASF)**

Instruction Sheet

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.5 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14th and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the FTZ Board web site: <http://www.trade.gov/ftz>.

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff
March 2013

Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, N.W., Room 21013
Washington, D.C. 20230
(202) 482-2862

Alternative Site Framework

APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

NOTE: This format is only for a Minor Boundary Modification (MBM) to propose a “Subzone” or “Usage-Driven” site(s) under the Alternative Site Framework (ASF).

INSTRUCTIONS

General: This format consists of a small number of questions to answer and, for ease of use, is provided as a MS Word document. The actual submitted request may take the form of a letter from the grantee requesting approval and answering each question listed below. Alternatively, the request may include a cover letter from the grantee identifying the specific Subzone/Usage-Driven site for which it is requesting approval and then a separate document answering the questions below. Leave each question in place (including its number) and provide your response directly below each question.

Subzone versus Usage-Driven Designation: Under the FTZ Board’s regulations (§400.24(c)), a grantee can request designation of a site(s) as a subzone that qualifies for usage-driven status, where warranted by the circumstances and so long as the subzone activity remains subject to the activation limit for the zone in question. As with usage-driven sites, subzone sites designated under this process will be subject to the standard three-year sunset provision.

Sites versus Parcels: A "site" is comprised of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility. If parcels do not meet that definition, they must be treated as separate sites.

Submitted Request Must Be Complete: Submitted MBM requests must be complete – with the sole allowable exception of any comments from U.S. Customs and Border Protection (CBP), if necessary. Incomplete submitted requests or documents submitted separately will be returned to the sender. The FTZ Staff cannot assemble complete requests from individual elements submitted separately.

Number of Copies: Please submit the original and one electronic copy of the complete request (Adobe PDF format preferred; you may use MS Word format if you are unable to submit PDF). The electronic copy must include a color map(s) and scans of all signed letters.

Timing: Under the FTZ Board's regulations, the ordinary timeframe to process MBM requests is within 30 days of the FTZ Staff having received a complete request. Timing will depend on receipt of CBP's comments on the request.

Alternative Site Framework

**APPLICATION FOR SUBZONE OR USAGE-DRIVEN
DESIGNATION (“MINOR BOUNDARY MODIFICATION”)**

QUESTIONS

1. Please mark the appropriate space below to indicate whether you are requesting “Subzone” or “Usage-Driven” designation for the proposed site(s):

☒ Subzone ☐ Usage-Driven

2. List the address of the site(s), including the jurisdiction in which the site(s) falls (town, city, county).

9565 Rudicill St, Riverside, CA 92503

3. Explain how the proposed site(s) is within the grantee’s approved ASF service area.

The proposed site is located within the March JPA FTZ244 Grantee's approved Alternative Site Framework service area.

4. State the proposed acreage of the site(s).

3.7 acres

5. Indicate the company for which the site(s) will be designated.

Stored Power Technology Inc.

6. Provide a summary of the company's planned activities.

Assembling of parts for alkaline electrolyzers. SPT is then to sell the assembled electrolyzers to end users and to retain some systems internally for hydrogen production.

7. Indicate the current zoning and the existing and planned buildings (including square footage) for the site(s). (Note: Sites (or areas within a site) with inappropriate zoning – such as agricultural, retail, or residential – are not eligible for FTZ status and should not be proposed in any MBM request.)

BMB-SP Business and Manufacturing Park, specific plan - citrus park.

8. Confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site(s).

We confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for our future construction or operation activities at this site.

All planned activities and facility expansion can proceed under existing local zoning and regulatory approvals, regardless of FTZ status.

9. List the owner(s). (If a site(s) is not owned by the grantee or the company planning to use the site(s) – as named in response to Question 5 above – then provide a "Right to Use" attachment with documentation demonstrating the right to use the site(s). Such evidence could be a signed letter from the proposed operator on its letterhead attesting to its right to use the property or a letter of concurrence from the owner of the proposed site(s).)

This property located at 9565 Rudicill St, Riverside, CA 92503 is owned by **Arlington Station LLC**

Please see attached 'Right to Use' Document.

ATTACHMENTS

Attach the documents listed below (Items 10 and 11, plus Item 12 if applicable) directly behind the text of your request.

10. A clear and detailed site map showing existing and planned structures. The site boundaries must be outlined clearly in red. Note that if streets or similar landmarks are not legible on the site map, you will also need to provide a detailed street map with the proposed site's boundaries in red. Any map should be no larger than letter-sized (8 1/2" x 11") and clearly labeled, with legends provided for any markings.

11. Comments from U.S. Customs and Border Protection (CBP): The grantee generally should provide comments from CBP with the submitted request. Alternatively, the grantee may provide a copy of the request to CBP at the time the request is submitted to the FTZ Board, in which case the grantee should also communicate with CBP regarding the 20-day timeframe in the FTZ Board's regulations for CBP to provide comments to the FTZ Board.

12. If your state (such as TX, KY, AZ) has one or more taxes for which collections will be affected by the proposed FTZ designation of the new site(s), please attach all of the following:
 - A. An explanation of the specific local taxes that will be affected;

 - B. A stand-alone letter that:
 - Lists all of the affected parties;
 - Includes a statement below the list certifying that this is a complete list of all parties that would be affected by this particular request; and,
 - Is signed by an official of the grantee organization.

 - C. Correspondence from all of the affected parties (such as a local school board) indicating their concurrence (or non-objection) regarding the proposed FTZ designation.

Owner Concurrence – Proposed FTZ Site at 9565 Rudicill St, Riverside, CA 92503

To Whom It May Concern:

This letter serves to confirm that **Arlington Station LLC**, the legal owner of the property located at:

9565 Rudicill St, Riverside, CA 92503

has reviewed the request submitted by **Store Power Technology Inc.** to designate this location as a Foreign-Trade Zone (FTZ) site under FTZ No. **244**.

We hereby grant our full consent and express **no objection** to the use of the above-referenced property as an FTZ site by **Store Power Technology Inc.**

We understand that FTZ designation does not alter property ownership rights or obligations, and we concur with the Operator's use of the site for FTZ-related activities in accordance with applicable federal FTZ regulations.

If additional information or documentation is required, please feel free to contact us.

Sincerely,

DocuSigned by:



4B0655A5F0B5438...

David Starr

Managing Member

david@mjs-properties.com



MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE A CHANGE ORDER BY VISTA ENVIRONMENTAL FOR HAZARDOUS MATERIALS CONSULTING SERVICES ON THE DEMOLITION OF BUILDING NO. 962 AND BUILDING NO. 976 IN THE NORTHEAST CORNER PLANNING AREA AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CHANGE ORDER**

Motion: Move to approve a change order by Vista Environmental for hazardous materials consulting services on the Demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area and authorize the Chief Executive Officer to execute the change order.

Background:

On August 11, 2025, the Chief Executive Officer signed the proposal from Vista Environmental for the asbestos removal monitoring at the Demolition of Building No. 962, a former dining hall facility, and Building 976, a former military dormitory, in the northeast corner planning area. The original proposal was for an amount of \$24,930.00.

Due to the ongoing efforts performing asbestos removal monitoring to successfully complete the removal of damaged asbestos-containing materials under the auspices of an SCAQMD procedure 5 work plan prior to the demo, a change order has been requested by Vista Environmental in the amount of \$23,900.00.

Staff is recommending approval of attached change order for a not to exceed total amount of Forty-Eight Thousand Eight Hundred Thirty Dollars (\$48,830). Staff is also recommending approval of the budget to cover this Change Order request.

Attachment(s):

- 1) Original Proposal
- 2) Change Order Request No.1



April 9, 2025

Mr. Jeffrey M. Smith, AICP
Principal Planner
March Joint Powers Authority (MJPA)
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

**Project: Hazardous Materials Consulting Services
Procedure 5 Work Plan-Related Abatement Monitoring
March ARB – Buildings 962 and 976 Demolition Project
Vista Cost Proposal No. P2253030**

Dear Mr. Smith:

The objective of this project, as understood by Vista Environmental Consulting (Vista), is to perform asbestos removal monitoring required to successfully complete the removal of damaged asbestos-containing materials under the auspices of an SCAQMD Procedure 5 work plan prior to the demolition of Buildings 962 and 976. Both of the subject structures are derelict structures on the campus of March Air Reserve Base (ARB) in Riverside, California.

Vista shall perform the scope of services outlined, below, to assist with the successful completion of this project.

SCOPE OF SERVICES

Vista will perform the following environmental monitoring and testing services to assist with the successful demolition of Buildings 962 and 976:

- a. Vista will review the abatement contractor's submittals, including, but not limited to, worker documentation, worker certification and regulatory notifications.
- b. Vista will perform observation and monitoring of the removal of the identified hazardous materials during abatement/demolition. Monitoring shall include the collection of process air samples, and clearance air samples for Asbestos, as deemed necessary, as well as process air samples for Lead.
- c. Vista will review the selected abatement contractor's performance related to proper containment efforts, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.
- d. At the completion of each abatement activity, Vista will perform a final visual inspection of each abatement area to confirm that the contractor has removed all identified hazardous materials in accordance with the project scope of work. Asbestos work areas shall also require clearance air sampling.

- e. Vista will conduct air monitoring utilizing Phase Contrast Microcopy for asbestos, with sampling and analysis performed in accordance with NIOSH Method 7400. Vista will take up to 8 of these samples per shift, and analyze them on-site via PCM, when asbestos-related work is being performed.
- f. Vista will conduct air monitoring for Lead, with sampling and analysis performed in accordance with NIOSH Method 7303. Vista will take up to 4 of these samples per shift, when lead-related work is being performed, with sample analysis to be performed by a third-party laboratory certified by Cal/ELAP.
- g. Vista will record daily activity on field forms that inform the client of what occurred on the site as it pertains to the abatement.
- h. Vista will issue Clearance Speed Memos for each area upon successful completion of remediation, so that follow-on activities may proceed without delay.
- i. Deliverables shall include an abatement oversight closeout report, appended to include field documentation and lab results. The closeout report will be provided to the MJPA in .PDF format.

SCHEDULE

As per MJPA-provided information, abatement-related field activities are anticipated to require 2-3 days for Building 962 and four weeks (20 working days) for Building 976. Vista has based our schedule and fee estimates based upon a total project duration of 20 eight hour shifts of abatement-related field activities, assuming work in Building 962 can be performed while work in Building 976 is underway.

ESTIMATED FEES

The fee for the Scope of Services outlined, above, will be calculated on a time and materials basis, with a limit of **\$24,930.00**, based on the following fee schedule:

Senior Project Manager (15 Hours at \$180.00 per Hour)	\$2,700.00
Field Technician, CSST/DPH – (160 Hours at \$120.00 per Hour)	\$19,200.00
Lead Air Samples, 48 Hour T/A (20 Samples at \$24.00 per Sample)	\$480.00
Asbestos Air Samples (160 Samples at \$10.00 per Sample)	\$1,600.00
Miscellaneous Expenses (Mileage to Lab, Sampling Media)	\$100.00
<u>Abatement Closeout Report (Flat Fee)</u>	<u>\$850.00</u>
Total Fee for Abatement Monitoring and Testing Services	\$24,930.00

In the event that additional services are requested, or the project requires additional effort to complete, any changes in fee or timing will be agreed-upon in writing prior to providing services.

TERMS

For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal as accepted, and the attached terms and conditions. Please confirm acceptance of this proposal by returning the proposal after completing the “Response” section, on the next page.

We look forward to working with you on this project. If you should have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me on my mobile at 714.746.7644.

Respectfully submitted,
Vista Environmental Consulting



Yvan A. Schmidt
Senior Project Manager
Cal/OSHA Certified Asbestos Consultant No. 05-3791
Cal/DPH Lead Certification Nos. 00813, 00814 & 00815

Attachment: Terms and Conditions (3 pages)

RESPONSE

Vista Proposal No. P2253030 has been accepted by the March Joint Powers Authority



CEO
Title

08/11/2025
Date

Accepted by

TERMS AND CONDITIONS OF AGREEMENT

- I. Vista Environmental Consulting, Inc. (VISTA) services are defined by and limited to (1) those services (the "Services") described in the attached proposal which is incorporated by this reference, and (2) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form our Agreement. To the extent there may be any conflicts between these Terms and Conditions and the proposal, the Terms and Conditions shall control. This Agreement represents the parties' entire agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can only be amended by a written instrument signed by both the Client and Vista Environmental Consulting, Inc. No text message whether through short message service or otherwise, or text of any electronic mail, shall be deemed a writing hereunder or shall otherwise be deemed effective for purposes of modifying this Agreement. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the law of California. The parties hereby submit to the jurisdiction of any California state or United States federal court sitting in Santa Clara County over any action or proceeding arising out of or relating to the Agreement, and the parties hereby agree that all claims in respect of such action or proceeding may be heard and determined in such California state or federal court.
2. **CLIENT RECOGNIZES THAT THE POSSIBLE OR ACTUAL PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CLIENT ACKNOWLEDGES THAT VISTA ENVIRONMENTAL CONSULTING, INC. HAS NEITHER CREATED NOR CONTRIBUTED TO ANY SUCH MATERIALS OR POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL LIMIT VISTA'S LIABILITY FOR ANY SUCH MATERIALS OR POLLUTION.**
3. **Third-Party Rights:** This Agreement and the obligations hereunder are intended for the sole benefit of Client and VISTA. Unless specifically stated in this Agreement, this Agreement is not intended to and does not confer any rights or benefits to parties other than Client and VISTA.
4. **Client Information and Services:** Client shall provide VISTA with information and reports reasonably necessary for VISTA to provide its Services. Such information and reports may include, but are not limited to, Site information, as-built records, utility maps, and reports prepared by Client's consultants. Any services, information, surveys and reports provided to VISTA by Client or its consultants shall be furnished as expeditiously as is necessary for the orderly progress of VISTA's Services and project schedule at Client's expense and VISTA shall be entitled to rely upon the accuracy and completeness thereof.
5. **Standard of Care:** VISTA shall perform its services in accordance with the professional standard of care and skill ordinarily practiced by professional consultants in like disciplines performing services of a similar nature under similar circumstances at the same time and in the same locale. **IT IS UNDERSTOOD THAT VISTA MAKES NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH VISTA'S SERVICES.**
6. **Binding Effect:** This Agreement shall be binding upon Client and VISTA and their respective owners, shareholders, officers, directors, heirs, executors, administrators, successors, agents, and assigns.
7. **Assignment:** Client will not delegate, assign, or transfer any interest in this Agreement or rights arising out of the services hereunder without the written consent of VISTA.
8. **Extent of Study:** Client recognizes that hazardous materials or pollution, subsurface, geologic, and geotechnical conditions are by their nature, uncertain and unpredictable, and therefore, understands and acknowledges that: a) actual conditions at a Site may vary from those encountered at the location where visual observations, borings, test pits, surveys, obtaining of samples or other investigative activities are made (collectively "information"); b) the data, interpretations and recommendations of VISTA are based solely on such Information cited in VISTA's reports and are therefore subject to the limitations of such information; c) there is an inherent risk associated with commonly used investigative methods to collect Information at the Site that contain hazardous materials or pollution; and d) the state of practice, particularly with regard to investigative techniques and remediation methodologies is evolving. In recognition thereof, Client hereby agrees that VISTA shall have no liability and Client shall bring no claim for negligence, breach of contract, indemnity or other cause of action against VISTA for the failure to discover conditions or environmental contamination at the Site which is not identified in the information obtained by VISTA's investigation.
9. **Permit/Approval Applications:** If the scope of services includes VISTA's assistance in applying for governmental permits or approvals, VISTA's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency or will be issued within any specified time frame.
10. **Sample Ownership:** All samples, cuttings of materials, or any other specimens in any other form containing hazardous materials are at all times the property and responsibility of Client. Removal of samples and specimens from the Site will remain the obligation of Client. After the completion of testing or other investigative processes undertaken in accordance with Paragraph 8 herein, VISTA shall, at Client's risk and expense: a) return such samples and specimens to Client; or b) using a manifest signed by Client as generator, shall have such samples or specimens transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of such samples and specimens. Client recognizes and agrees that VISTA acts as a bailee and at no time assumes title to any such samples or specimens.
- II. **Hazardous Materials/Hazardous Waste:** All hazardous materials and other substances from the Site, including but not limited to, materials involved in investigative activities, if any, are the property and responsibility of Client and shall be disposed of by Client. Client shall have sole responsibility for removal and transportation of hazardous materials and other substances from the Site. Client acknowledges and agrees that VISTA is not, and has no responsibility as, a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic materials, pollutants or contaminants that may be found or identified at the Site; or that may be directly or indirectly generated by the Client or others; or that were on the Site prior to VISTA's services provided hereunder. Client shall sign any and all manifests and shall be responsible for the storage and disposal of hazardous materials and other substances in accordance with applicable laws and regulations. Client shall remain responsible for all federal, state, and local agency reporting requirements relating to any such hazardous or toxic materials, pollutants or contaminants.

except as expressly set forth in the proposal. VISTA shall expend reasonable efforts, at Client's expense, to decontaminate any laboratory and field equipment contaminated in performing this Agreement, which cannot be reasonably decontaminated by VISTA, shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of as required in paragraph 10, above, at Client's sole risk and expense. Client hereby agrees to pay the pre-contamination fair-market value of any such equipment. Client warrants that it has made and will continue to make full and accurate written disclosure to VISTA as to any hazardous or toxic materials, pollutants, or contaminants which Client knows or has reason to believe exist at the Site. Discovery of any hazardous or toxic materials, pollutants, or contaminants at the Site which are not described in written Agreement, will constitute a materially different site condition entitling VISTA to: (1) an equitable adjustment in the contract price and/or time for performance; or (2) at VISTA's sole discretion, to immediately terminate its performance of this Agreement. In the event of termination, VISTA shall be paid for all Services provided up to the date of termination and Client shall be solely responsible for any and all required federal, state, or agency reporting, including but not limited to, health and safety plans and required monitoring

12. **Indemnity:** Client agrees that it would be unfair for VISTA to be exposed to liability arising from pollution or contamination at the Site. Therefore, Client agrees to indemnify, defend and hold harmless VISTA, its officers, directors, shareholders, employees, and agents from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including, but not limited to, injuries or death, or economic losses, arising out of or alleged to arise out of: (1) actual or threatened pollution or contamination at the Site; or (2) VISTA's performance of services under this Agreement, except where VISTA is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

Client shall require any and all contractors providing any work or services at the Site to defend, indemnify, and hold harmless Client and VISTA to the same extent and on the same terms as Client is obligated to indemnify VISTA under the terms of this paragraph 12.

13. **Waiver of Damages:** VISTA SHALL NOT BE LIABLE TO CLIENT FOR CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION.
14. **Limitation of Liability:** The Client hereby agrees that to the fullest extent permitted by law, VISTA's total liability to Client for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Site, VISTA's Services, or this Agreement from any cause or causes including but not limited to VISTA's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the lesser of fifty thousand dollars (\$50,000.00) or the total compensation received by VISTA under this Agreement. This limitation of liability shall apply to the Client's claims for damages as well as the Client's claims for contribution and indemnity with respect to third party claims.
15. **Underground Structures and/or Utilities:** In those instances where VISTA performs underground exploration or ground

penetration under this Agreement, Client will furnish VISTA information identifying the type and location of utility lines or any other object(s) beneath the Site's surface. VISTA shall be entitled to rely on the accuracy and completeness of all information provided to VISTA from Client, and shall not be liable for any property damage or bodily injury arising from damage to or interference with subsurface structures or utilities, which are not specifically disclosed to VISTA in writing and correctly shown on the plans furnished by Client to VISTA in connection with VISTA's services pursuant to this Agreement. Client agrees to indemnify, defend and hold harmless VISTA, its officers, directors, shareholders, employees, and agents from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including but not limited to, injuries or death, or economic losses, arising out of or alleged to arise out of damage to any underground structure or utility, which is not called to or brought to the attention of VISTA or which is not currently shown on plans furnished to VISTA, except where VISTA is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

Client shall require any and all contractors providing any work or services at the Site to defend, indemnify, and hold harmless Client and VISTA to the same extent and on the same terms as Client is obligated to indemnify VISTA under the terms of this paragraph 15.

16. **Jobsite Safety:** VISTA shall not be responsible for any contractor's means, methods, schedules, sequences, procedures or techniques. VISTA shall not have responsibility for Site safety precautions or programs, all of which remain the responsibility of the contractor.
17. **Billing:** Unless otherwise agreed, VISTA will submit invoices to Client monthly. Client recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is greater, for any payment received by VISTA more than thirty (30) calendar days from the date of the invoice. Where there is a dispute about any portion of VISTA's charges, Client will pay in full when due those charges that are not in dispute. Client may not withhold as an offset any fees or costs, or portion thereof not directly related to the services allegedly justifying the offset. If Client fails to pay any undisputed invoiced amounts within thirty calendar days of the date of the invoice, VISTA may suspend its performance or terminate this Agreement without incurring any liability to Client and without waiving any other claim against Client. Client agrees that all billings from VISTA to Client are appropriate, correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies VISTA in writing of alleged inaccuracies, discrepancies, or errors in billing.
18. **Insurance:** During the period that services are performed under this Agreement, VISTA will maintain, at a minimum, the following insurance: (1) Workers' Compensation Insurance in accordance with the laws of the states having jurisdiction over its employees engaged in the services, and Employer's Liability Insurance, each with limits of \$500,000 per occurrence; (2) Commercial General Liability Insurance with limits of \$500,000 per occurrence and \$1,000,000 in the aggregate; and (4) Professional Liability Insurance with \$500,000 limits per each claim and \$1,000,000 in the aggregate.

Client shall require any and all contractors performing any services at the Site to carry appropriate insurance and, to the extent allowed, to name Client and VISTA as additional named insured under such insurance policies. Appropriate insurance shall include at a minimum, Commercial General Liability, Employers Liability, and Automobile Liability, each in the amount of \$1,000,000, and Workers' Compensation Insurance as required by law.

19. **Disputes:** Any controversy or claim arising out of or related to this Agreement, or breach thereof, not resolved directly by the parties, shall be referred in the first instance to mediation under the auspices of a recognized, neutral third-party mediation service prior to instituting any formal claim or court action. The cost of the mediation service shall be borne equally by the parties.
20. **Termination:** Either party may terminate the services with or without cause upon 10 days advance written notice or earlier as described in paragraph 11. Regardless of which party shall institute termination, the Client shall within 30 days of termination pay VISTA for services rendered and all costs incurred up to the time of termination, as well as

those costs associated with the termination itself, in accordance with the VISTA's then-prevailing fee schedule and expense reimbursement policy.

21. **Survival:** All express representations, indemnifications and limitations of liability (including waivers of damages) included in this Agreement shall survive its completion or termination for any reason.
22. **Vista Responsibility with Contractors:** It is not the responsibility of VISTA to supervise the Contractor, nor to direct the Contractor's work effort; nor to assume the management of, or responsibility for, the Contractor's health and/or safety practices, nor its waste management, nor its regulatory compliance. At all times, the Contractor shall be solely responsible for the quality and execution of all phases and aspects of their work.
23. **Attorneys' Fees:** Should any legal action commence between the parties hereto arising out of the rights or obligations created under the Agreement, the prevailing party in such action will be entitled to costs and reasonable attorneys' fees.



November 19, 2025

Dr. Grace Martin
Chief Executive Officer
March Joint Powers Authority (MJPA)
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

**Project: Hazardous Materials Consulting Services
COR 1 for Procedure 5 Work Plan-Related Abatement Monitoring
March ARB – Buildings 962 and 976 Demolition Project
Vista Cost Proposal No. P2253086**

Dear Dr. Martin:

The objective of this cost proposal is to add funding for the ongoing effort by Vista Environmental Consulting (Vista) perform asbestos removal monitoring required to successfully complete the removal of damaged asbestos-containing materials under the auspices of an SCAQMD Procedure 5 work plan prior to the demolition of Buildings 962 and 976. Both of the subject structures are derelict structures on the campus of March Air Reserve Base (ARB) in Riverside, California.

Vista shall perform the scope of services outlined, below, to assist with the successful completion of this project.

SCOPE OF SERVICES

Vista will continue to perform the following environmental monitoring and testing services to assist with the successful demolition of Buildings 962 and 976:

- a. Vista will continue to review the abatement contractor's submittals, including, but not limited to, worker documentation, worker certification and regulatory notifications, as needed.
- b. Vista will continue to perform observation and monitoring of the removal of the identified hazardous materials during abatement/demolition. Monitoring shall include the collection of process air samples, and clearance air samples for Asbestos, as deemed necessary, as well as process air samples for Lead.
- c. Vista will continue to monitor the selected abatement contractor's performance related to proper containment efforts, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.
- d. At the completion of each abatement activity, Vista will continue to perform a final visual inspection of each abatement area to confirm that the contractor has removed all identified hazardous materials in accordance with the project scope of work. Asbestos work areas shall also require clearance air sampling.

- e. Vista will continue to conduct air monitoring utilizing Phase Contrast Microcopy for asbestos, with sampling and analysis performed in accordance with NIOSH Method 7400. Vista will take up to 8 of these samples per shift, and analyze them on-site via PCM, when asbestos-related work is being performed.
- f. Vista will continue to conduct air monitoring for Lead, with sampling and analysis performed in accordance with NIOSH Method 7303. Vista will take up to 4 of these samples per shift, when lead-related work is being performed, with sample analysis to be performed by a third-party laboratory certified by Cal/ELAP.
- g. Vista will continue to record daily activity on field forms that inform the client of what occurred on the site as it pertains to the abatement.
- h. Vista will continue to issue Clearance Speed Memos for each area upon successful completion of remediation, so that follow-on activities may proceed without delay.
- i. Deliverables shall include an abatement oversight closeout report, appended to include field documentation and lab results. The closeout report will be provided to the MJPA in .PDF format.

SCHEDULE

As per the original MJPA-provided information, abatement-related field activities were anticipated to require 2-3 days for Building 962 and four weeks (20 working days) for Building 976. Vista based our schedule and fee estimates based upon a total project duration of 20 eight hour shifts of abatement-related field activities, assuming work in Building 962 can be performed while work in Building 976 is underway.

Actual abatement-related field activities duration was 43 eight hour shifts plus four additional hours of effort for field staff. Please note that project duration was a function of contractor performance, not Vista performance, and was required by the SCAQMD-approved Procedure 5 work plan.

ESTIMATED FEES

The total fee request for Change Order Request No. 1 (COR 1) for the Scope of Services outlined, above, calculated on a time and materials basis, is **\$23,900.00**, based on the following fee schedule:

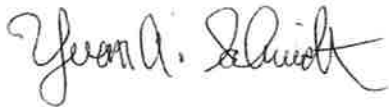
Senior Project Manager (39.5 Hours at \$180.00 per Hour)	\$2,700.00
Field Technician, CSST/DPH – (188 Hours at \$120.00 per Hour)	\$19,200.00
Asbestos Air Samples (81 Samples at \$10.00 per Sample)	\$1,600.00
Miscellaneous Expenses (Mileage to Lab, Sampling Media)	\$100.00
<u>Abatement Closeout Report (add to Flat Fee)</u>	<u>\$300.00</u>
Total Fee for Abatement Monitoring and Testing Services	\$23,900.00

TERMS

For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal as accepted, and the terms and conditions agreed to with the original approved cost proposal (No. P2253030). Please confirm acceptance of this proposal by returning the proposal after completing the “Response” section, on the next page.

We look forward to working with you on this project. If you should have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me on my mobile at 714.746.7644.

Respectfully submitted,
Vista Environmental Consulting



Yvan A. Schmidt
Senior Project Manager
Cal/OSHA Certified Asbestos Consultant No. 05-3791
Cal/DPH Lead Certification Nos. 00813, 00814 & 00815

RESPONSE

Vista Proposal No. P2253086 has been accepted by the March Joint Powers Authority

Accepted by

Title

Date

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE AN EXCLUSIVE NEGOTIATION AGREEMENT (ENA) WITH CALIFORNIA MILITARY DEPARTMENT AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve an Exclusive Negotiation Agreement (ENA) with California Military Department and authorize the Chief Executive Officer to execute the agreement.

Background:

The California Military Department (CMD) is interested in purchasing approximately one acre within the March JPA's Northeast Corner planning area to support the expansion of an existing March Armed Forces Reserve Center vehicle maintenance facility. Parcel J-2 is an approximate 3-acre parcel owned by the Authority and it is located north of Meyer Drive and west of Riverside Drive. Directly north of the site is the March Armed Forces Reserve Center totaling over 132,000 square feet in size and housing the following functions for the Army-Reserve at March: i) a large vehicle maintenance facility; ii) an arms vault and unit supply and equipment caging; iii) a weapons simulator and training center; and iv) Administrative Offices: Physical Readiness Center and Family Support Office.

The Armed Forces Reserve Center serves several Army Reserve units as well as the National Guard presence on the Base. Parcel J-2 was slated for a possible land trade with the March Air Reserve Base and would be included in an energy resiliency study for March; however, as the site remains vacant and no agreements with the Base have been established, the attached Exclusive Negotiation Agreement with the California Military Department is to help facilitate collaborations on the possibility of uses on Parcel J-2. Staff is recommending approval of the ENA with CMD.

Attachment(s): Exclusive Negotiation Agreement (ENA)

**EXCLUSIVE NEGOTIATION AGREEMENT
(MJPA Property – Parcel J-2)**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (MJPA Property), is dated as of [REDACTED], 2025, (“**Agreement**”), and is entered into by and between the March Joint Powers Authority, a California joint powers authority (“**MJPA**”), and the State of California, on behalf of its Military Department (“**State**”) to provide a specified period of time to attempt to negotiate the Purchase Agreement and development of MJPA Property (as defined in the Recitals below). MJPA and State are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

A. MJPA owns certain real property, identified as Parcel J-2, located in the County of Riverside, California, as more specifically described in Exhibit A attached to this Agreement (“**MJPA Property**”); and

B. The MJPA desires to work with the State to evaluate and explore the terms under which State could enter into a purchase and sale agreement and develop the MJPA Property (the “**Project**”).

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

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Term and Negotiation Period.**

(a) Effective Date. The rights and duties of MJPA and State established by this Agreement shall commence on [***INSERT DATE***], 2025 and shall continue in effect for a period of eighteen (18) months (“**Negotiation Period**”), subject to the provisions of Section 2(b).

(b) Extension of Negotiation Period. The Negotiation Period may be extended once for an additional period of sixty (60) days upon the mutual written agreement of MJPA’s Chief Executive Officer or his or her designee and State, provided that State submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation

Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA's Chief Executive Officer may also modify the deadlines for any remaining actions to be taken by either MJPA or State, within such extended Negotiation Period.

(c) Expiration or Termination. Notwithstanding any other term, condition, covenant, restriction or agreement contained in this Agreement, this Agreement shall automatically expire and be of no further force or effect on the earlier to occur of any of the following: (i) the expiration or earlier termination of the Negotiation Period; (ii) entry into a separate Purchase and Sale Agreement by both MJPA and State, in their respective sole and absolute discretion; (iii) the determination of MJPA's or State's legal counsel, in their sole and exclusive discretion, that any litigation or statute prohibits MJPA from conveying the desired financing; or (iv) the determination by the State of California that this Agreement is not an enforceable or recognized obligation of the MJPA.

3. **Obligations of State.** During the Negotiation Period, State and the MJPA shall proceed diligently and in good faith to:

(a) Discuss and consider the terms for joint or separate acquisition of the MJPA Property for the Project.

(b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require.

(c) Prepare a proposed time schedule for commencement and completion of the Project.

4. **Appraisal, Improvement Study and Entry.**

(a) Appraisal and Improvement Study. During the Negotiation Period, State may, at its sole direction, cost and expense: (1) conduct an appraisal of the MJPA Property to determine its fair market and (2) conduct a study to determine what improvements are necessary to allow the MJPA Property to fit State's needs (the "Improvement Study").

(b) Entry onto MJPA Property. With the prior written permission of the MJPA, which may not be unreasonably withheld, State may enter onto the MJPA Property for the purposes of conducting an appraisal as well as the Improvement Study. State's use of the MJPA Property permitted hereunder shall not interfere with the reasonable use and enjoyment thereof by MJPA and provided further that all persons who enter upon the Property pursuant to this Section do so at their own risk and shall comply with any and all instructions and directions of MJPA. In addition, State will be solely responsible for compliance with all applicable environmental laws or other legal requirements in conjunction with its exercise of the privileges granted under this Section.

(c) Liability of Entry onto MJPA Property. State agrees to assume all risks of loss or damage to property and injury or death to persons by reason of the exercise of the access rights granted herein and expressly waives all claims against the MJPA for any such loss, damage, personal injury or death occurring as a consequence of the conduct of the activities under this Section. State further agrees to indemnify, save, hold harmless, and defend the MJPA against all

suits, claims or actions of any sort resulting from, related to or arising out of any activities conducted under this Section.

(d) Tools and Equipment. All tools, equipment, and other property taken upon or placed upon the MJPA Property by the State shall remain the property of State and will be removed by the State upon completion of the appraisal and/or Improvement Study. State shall be solely responsible for securing its tools, equipment, and other property on the MJPA Property.

5. **Negotiation of Purchase and Sale Agreement.** During the Negotiation Period, State shall proceed diligently and in good faith to develop and submit to MJPA all of the documents and information relating to Section 3, above, and both MJPA and State shall proceed diligently and in good faith to negotiate and document the potential terms, conditions, covenants, restrictions and agreements of a Purchase and Sale Agreement between them. MJPA and State shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both MJPA and State shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of a Purchase and Sale Agreement as may be mutually acceptable to both MJPA and State, in their respective sole and absolute discretion. The exact terms and conditions of a Purchase and Sale Agreement, if any, shall be determined during the course of these negotiations. Nothing in this Agreement is intended nor shall be interpreted or construed to be a representation or agreement by either MJPA or State that a mutually acceptable Purchase and Sale Agreement will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive Purchase and Sale Agreement in the future. Nothing in this Agreement is intended or shall be interpreted or construed to be an agreement by the MJPA to contribute MJPA funds to the Project.

6. **No Guarantee of Future Agreement.** Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed Purchase and Sale Agreement that may be negotiated by MJPA staff and State will be subsequently approved by the MJPA Joint Powers Commission. State acknowledges and agrees that the MJPA Joint Powers Commission's consideration of any future Purchase and Sale Agreement is subject to the independent and reserved sole and absolute discretion of the MJPA Joint Powers Commission and any and all legally required public hearings, public meetings, notices, factual findings and other determination or activities required by law.

7. **No MJPA Commitment to Transfer Property.** Nothing in this Agreement is intended to be an express or implied commitment by MJPA to provide financing and/or MJPA funds, exercise any power of eminent domain or other power, acquire, adopt a resolution of necessity to acquire, provide MJPA staff time or other resources or take any other action regarding the transfer of any property or financial resources for the Project or otherwise.

8. **Restrictions Against Change in Ownership, Management and Control of State and Assignment of Agreement.**

(a) MJPA Reliance on State Qualifications. The qualifications and identity of State and State's principals are of particular concern to MJPA. State's qualifications and identity are the reason that MJPA has entered into this Agreement with State. During the Negotiation

Period, no voluntary or involuntary successor-in-interest of State shall acquire any rights or powers under this Agreement.

9. **MJPA Not To Negotiate With Others.** During the Negotiation Period, the MJPA Joint Powers Commission and MJPA staff shall not negotiate with any other person regarding the use of the MJPA funds, except to the extent outlined in this Agreement. The term “**negotiate**,” as used in this Agreement, means and refers to engaging in any discussions with a person other than State, regardless of how initiated, with respect to that person’s development or acquisition of the MJPA Property to the total or partial exclusion of State from developing the MJPA Property, without State’s written consent, subject to the other provisions of this Section 9. Notwithstanding the preceding provisions of this Section 9, MJPA shall have the right to receive and retain unsolicited offers regarding development of the Property from persons other than State, but shall not negotiate with the proponent of any such offer during the Negotiation Period. Nothing in this Agreement shall prevent or prohibit MJPA from discussing or disclosing the fact that MJPA is a Party to this Agreement. Notwithstanding any other provision of this Section 9 or this Agreement, implementation of MJPA’s development plans and/or use of available funding shall be and remain in the sole and exclusive purview and discretion of MJPA. Nothing in this Agreement shall limit, prevent, restrict or inhibit MJPA from providing any information in MJPA’s possession or control that would customarily be furnished to persons requesting information from MJPA concerning MJPA’s activities, goals or matters of a similar nature as required by law to be disclosed, upon request or otherwise.

10. **Acknowledgments and Reservations.**

(a) No Project Commitment. MJPA and State agree that, if this Agreement expires or is terminated for any reason, or a Purchase and Sale Agreement is not approved and signed by both MJPA and State, for any reason, neither MJPA nor State shall be under any obligation, nor have any liability to each other or any other person regarding the MJPA Property, the development of the Project, the MJPA funds or the financing considered to assist with the development of the Project.

(b) No MJPA Offer or Acceptance. State acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by MJPA, nor an acceptance by MJPA of any offer or proposal from State, for MJPA to convey or receive any estate or interest in the MJPA Property for MJPA to provide any financial or MJPA funds or other assistance to State, for acquisition, development, or operation of the Project.

(c) No Conveyance. State acknowledges and agrees that State has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in any real or personal property from MJPA.

(d) Development Standards. Certain development standards and design controls for the Project may be established between State and MJPA, but MJPA and State understand and agree that the Project and the development of the Property must conform to all MJPA and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the MJPA, through the standard development application and design review processes for similar projects.

Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by MJPA or by state or federal licensing or regulatory agencies. The Parties enter into this Agreement further acknowledging and intending that a complete and definitive Purchase and Sale Agreement may not be entered into between them, if at all, prior to review of the Project in accordance with CEQA.

(e) No MJPA Approval. Nothing in this Agreement, nor any comments provided by MJPA staff, nor any failure of MJPA staff to provide comments to any submittal under or pursuant to this Agreement shall: (i) modify or replace any land use entitlement process of MJPA applicable to the Project; (ii) limit the police power land use jurisdiction of MJPA relative to the Project; (iii) constitute an approval of all or any portion of the Project by the MJPA pursuant to the police power land use jurisdiction of MJPA; or (iv) constitute any approval of all or any portion of a Purchase and Sale Agreement with State by MJPA.

(f) MJPA Due Diligence. MJPA reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of State to purchase, develop or operate the Property or the Project. State acknowledges that State may be requested to make certain financial disclosures to MJPA, MJPA staff, MJPA's legal counsel or other MJPA retained consultants, as part of the financial due diligence investigations of MJPA relating to the potential sale and development of the MJPA Property by State and that any such disclosures may become public records. MJPA shall maintain the confidentiality of financial information of State to the extent allowed by law, as determined by the MJPA's legal counsel.

(g) Required MJPA Approval. MJPA shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, financial commitments to State or development of the Project, except pursuant to the terms and conditions of a complete Purchase and Sale Agreement approved by the MJPA Joint Powers Commission, in its sole and absolute discretion, following all required public hearing(s), determinations, findings or other procedures. State expressly acknowledges and agrees that MJPA will not be bound by any statement, promise or representation made by MJPA staff or representatives during the course of negotiations of a Purchase and Sale Agreement and that MJPA shall only be legally bound upon the approval of a complete Purchase and Sale Agreement in the future by the MJPA governing board, in its sole and absolute discretion, in accordance with law.

(h) No Intent to be Bound. Further efforts by either Party to perform due diligence, arrange or obtain financing or carry out other acts in contemplation of the possible acquisition, transfer or development of the MJPA Property or the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the MJPA Property or the Project.

11. Default; Breach; Remedy.

(a) Default. Failure or delay by either Party to perform any material term, provision, obligation or agreement or observe any restriction, condition or covenant set forth in this Agreement shall constitute a "**Default**" under this Agreement. If the Party that is claimed to be in Default by the other Party cures, corrects or remedies the alleged Default within fifteen (15) calendar days after receipt of written notice specifying such Default, such Party shall not be in

Default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If notice of an alleged Default is given with fifteen (15) or fewer calendar days remaining in the Negotiation Period, this Agreement shall automatically terminate on the date of such notice, without further notice to or action by either Party, and the Party alleged to have been in Default shall be deemed to have cured such Default on the termination of this Agreement. The Party claiming that a Default has occurred shall give written notice of Default to the Party claimed to be in Default, specifying the alleged Default. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default. However, the injured Party shall have no right to exercise any remedy for a Default under this Agreement, without first delivering written notice of the Default.

(b) Breach; Termination. If a Default of either Party remains uncured for more than fifteen (15) calendar days following such Party's receipt of written notice of such Default, a "**Breach**" of this Agreement by the Defaulting Party shall have occurred, except as otherwise provided in Section 11(a) during the last fifteen (15) calendar days of the Negotiation Period. In the event of a Breach of this Agreement, the sole and exclusive remedy of the Party who is not in Breach shall be to terminate this Agreement by serving written notice of termination on the Party in Breach except that the MJPA shall retain all rights pursuant to Section 10 of this Agreement.

(c) No Waiver. Any failure or delay by a Party in asserting any of such Party's rights or remedies as to any Default or Breach shall not operate as a waiver of any Default or Breach or of any rights or remedies associated with a Default or Breach.

12. **Compliance with Law.** State acknowledges that any Purchase and Sale Agreement, if approved by the MJPA Joint Powers Commission, will require State (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and labor and wage laws.

13. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight (one business day) delivery service (i.e., Federal Express, United Parcel Service, etc.) or by first class United States mail, with postage prepaid, to the address for the Party set forth in this Section 13. Notice shall be deemed received by United States Postal Service delivery as of the third (3rd) business day after deposit with the United States Postal Service, addressed as required by this Section 13. Notice by personal service shall be effective on delivery. Notice by nationally recognized overnight delivery service shall be effective upon the earlier of: (a) delivery; or (b) the date of the second attempt to deliver such notice, as set forth in the written records of the delivery service. Either Party may change its address for receipt of notices by notifying the other Party in writing. Rejection, other refusal to accept or the inability to deliver a notice because of a changed address of which no notice was given or other action by the Party to whom the notice is transmitted, shall be deemed receipt of the notice. An attorney representing a Party may give notice on behalf of such Party.

To CMD:

INSERT ADDRESS

To MJPA:

March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
Attention: Chief Executive Officer

14. **Warranty Against Payment of Consideration for Agreement.** State represents and warrants that: (a) State has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of State and third persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by State or any of State's agents, employees or representatives to any elected or appointed official or employee of MJPA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 14 shall entitle MJPA to terminate this Agreement on two (2) days' notice to State. Upon any such termination of this Agreement by MJPA, State shall immediately refund any payments made to or on behalf of State by MJPA pursuant to this Agreement or otherwise related to the Project or the Property, prior to the date of any such termination.

15. **Counterpart Originals.** This Agreement may be signed by MJPA and State in multiple counterpart originals, each of which shall constitute an original and all of which together shall constitute a single agreement.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person other than MJPA or State.

17. **Governing Law.** MJPA and State agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles. Venue shall be in the City of Moreno Valley.

18. **Waivers.** No waiver of any Breach or Default of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding Breach or Default of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against MJPA or State, unless made in writing and signed by the Party against whom such extension, waiver or modification is sought to be enforced.

19. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and

to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on the following page]

**SIGNATURE PAGE
TO
EXCLUSIVE NEGOTIATION AGREEMENT
(MJPA Property)**

IN WITNESS WHEREOF, MJPA and State have signed and entered into this Exclusive Negotiation Agreement by and through the signatures of their authorized representative(s) set forth below:

MJPA:

MARCH JOINT POWERS AUTHORITY

By:

Dr. Grace Martin,
Chief Executive Officer

ATTEST:

By:

Authority Clerk

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
General Counsel

STATE:

CALIFORNIA MILITARY

DEPARTMENT, a political subdivision of
the State of California,:

By:

[***INSERT NAME***]
[***INSERT POSITION***]

EXHIBIT “A”

Property Depiction and Legal Description



MJPA Property of Interest

11/21/2025

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE THE EQUAL DISTRIBUTION OF LAND SALES REVENUE TO MEMBER AGENCIES OF THE MARCH JOINT POWERS AUTHORITY**

Motion: Move to approve the equal distribution of land sales revenue to member agencies of the March Joint Powers Authority.

Background:

Pursuant to Section 2.4 of the March Joint Powers Authority Tax and Revenue Sharing Agreement, “the proceeds of any land sales by the Authority are distributed equally among the Parties in accordance with Section 5(j) of the Joint Powers Agreement.” Section 5(j) reads as follows:

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from “in kind” contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any fund balance, revenue, land sale proceeds, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and “in kind” contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall be shared and distributed equally to the Parties of this

Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC (such vote must also include Members representing all Parties).

March JPA has received \$1,250,000 in land sales revenue pursuant to the West March Disposition and Development Agreement, Amendment No. 2. Staff recommends approval of equal disbursement among member agencies of revenues pursuant to Section 2.4 of the Tax and Revenue Sharing Agreement.

This proposal would yield \$312,500 to each member agency.

Attachments:

- 1) 14th Amendment of the March Joint Powers Agreement
- 2) Tax and Revenue Sharing Agreement
- 3) West March Disposition and Development Agreement, Amendment 2

JOINT POWERS AGREEMENT
BETWEEN
THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE
FOR
THE FORMATION OF A
JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #14

April 18, 2023

FOURTEENTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this 18th day of April, 2023, is made by and among the CITY OF MORENO VALLEY, a general law city of the State of California, the CITY OF PERRIS, a general law city of the State of California, the CITY of RIVERSIDE, a charter city and municipal corporation of the State of California (the foregoing parties are hereinafter sometimes jointly referred to as “Cities”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as “County”).

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of the former March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of the former March Air Force Base, and to acquire, own, maintain an operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as “the Joint Powers,” in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, the former March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to the former March Air Force Base; and

WHEREAS, the Cities and County agree that given its regional function and significance, the territory identified in Exhibit A shall remain unincorporated at least through the term of the Tax and Revenue Sharing Agreement referenced in Section 15(h) of this Agreement; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as “the Agreement,” to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as “Parties”) are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as “the Act”; and

WHEREAS, on September 7, 1993, the Parties organized themselves pursuant to the Agreement, establishing the March Joint Powers Authority; and

WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

WHEREAS, in accordance with the Agreement, as amended, the Parties have established the March Inland Port Airport Authority to govern the operations of the civilian airport at the site of the former March Air Force Base; and

WHEREAS, the Parties now wish to amend the Agreement for the fourteenth time to reflect the refinement and reduction of duties of the March Joint Powers Authority, anticipated future completion of the land use redevelopment phase of the original purpose of the Agreement, and the transition into a new phase of inter-governmental cooperation in the operation and management of the civilian airport through the March Inland Port Airport Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. Through June 30, 2025, this Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of the former March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an “Airport Authority” having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of the former March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March “Master Reuse Plan”, Air Force Village West in its entirety, and additional territory, which is all collectively identified in Exhibit A (Authority Land Use Territory), attached hereto and incorporated herein by reference, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

Beginning July 1, 2025, the Agreement shall serve the following express purposes: (a) the operation of the Successor Agency of the Former March Joint Powers Redevelopment Agency, having all of the rights, powers, and duties related thereto and carrying out the necessary actions associated with a successor agency under state law; (b) the operation and management of the March Inland Port Airport Authority and its civilian airport, covering the territory identified in the map attached hereto and incorporated herein as Exhibit B, and having all the rights, powers, and duties related thereto including authority for airport master planning and authority to collect and retain, for airport purposes, any and all lease revenues from airport properties; (c) the non-exclusive representation of the Parties and the wider region in state and federal matters affecting

the March Air Reserve Base; and (d) the continued operation and management of its property or property districts outside the Airport Authority territory, including the collection of rents, fees, assessments or other revenues and expenditure of funds associated therewith (notwithstanding the Authority's ability to continue to operate such districts, should the Authority pursue the transfer of control of any such district to a Party, the Authority shall bear the costs of such transfer including the cost of any ballot measure, if necessary).

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this

Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate

of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of the Parties and with

each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from “in kind” contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any fund balance, revenue, land sale proceeds, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and “in kind” contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC (such vote must also include Members representing all Parties).

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Authority's Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts

as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public accountant or firm to prepare an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

- (i) The Member of the United States House of Representatives who represents the Congressional District which includes the former March Air Force Base, or the designee of such Member;
- (ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;
- (iii) The County Executive Officer of the County of Riverside, or the designee thereof; and
- (iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting “ex-officio” members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as “ex-officio” members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

- (i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and
- (ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of the former March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise. However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency. Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any

and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section 9. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section 10. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

- (a) March Joint Powers Commission
c/o Executive Director
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
- (b) City of Moreno Valley
c/o City Manager
P.O. Box 88005
Moreno Valley, CA 92552
- (c) City of Perris
c/o City Manager
101 N "D" St.
Perris, CA 92570
- (d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501
- (e) Riverside County Board of Supervisors
c/o County Executive Officer
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section 11. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 12. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section 13. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section 14. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 15. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

(h) Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of a Tax and Revenue Sharing Agreement. Until such time as this Agreement becomes effective, the Thirteenth Amendment to the Joint Powers Agreement Between the Parties shall remain in full force and effect.

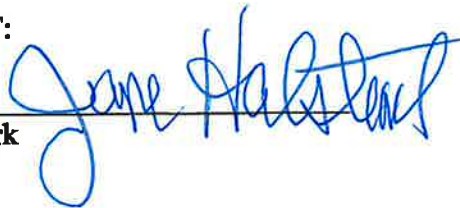
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

CITY OF MORENO VALLEY


Date: MAR 09 2023

BY: 
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


For- City Attorney
Daniel Trujillo, Deputy City Attorney

CITY OF PERRIS


Date: 3/9/23

By: 
Mayor, Michael M. Vargas

ATTEST:


City Clerk, Nancy Salazar

APPROVED AS TO FORM:


City Attorney, Robert Khuu

CITY OF RIVERSIDE

Date: March 8, 2023

BY: Patricia L. Lawson
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

Susan Webb
City Attorney

COUNTY OF RIVERSIDE

Date: April 18th, 2023

By: 
Chair

ATTEST:

Clerk of the Board

KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM:


Deputy County Counsel

EXHIBIT A
AUTHORITY LAND USE TERRITORY

March Joint Powers Authority

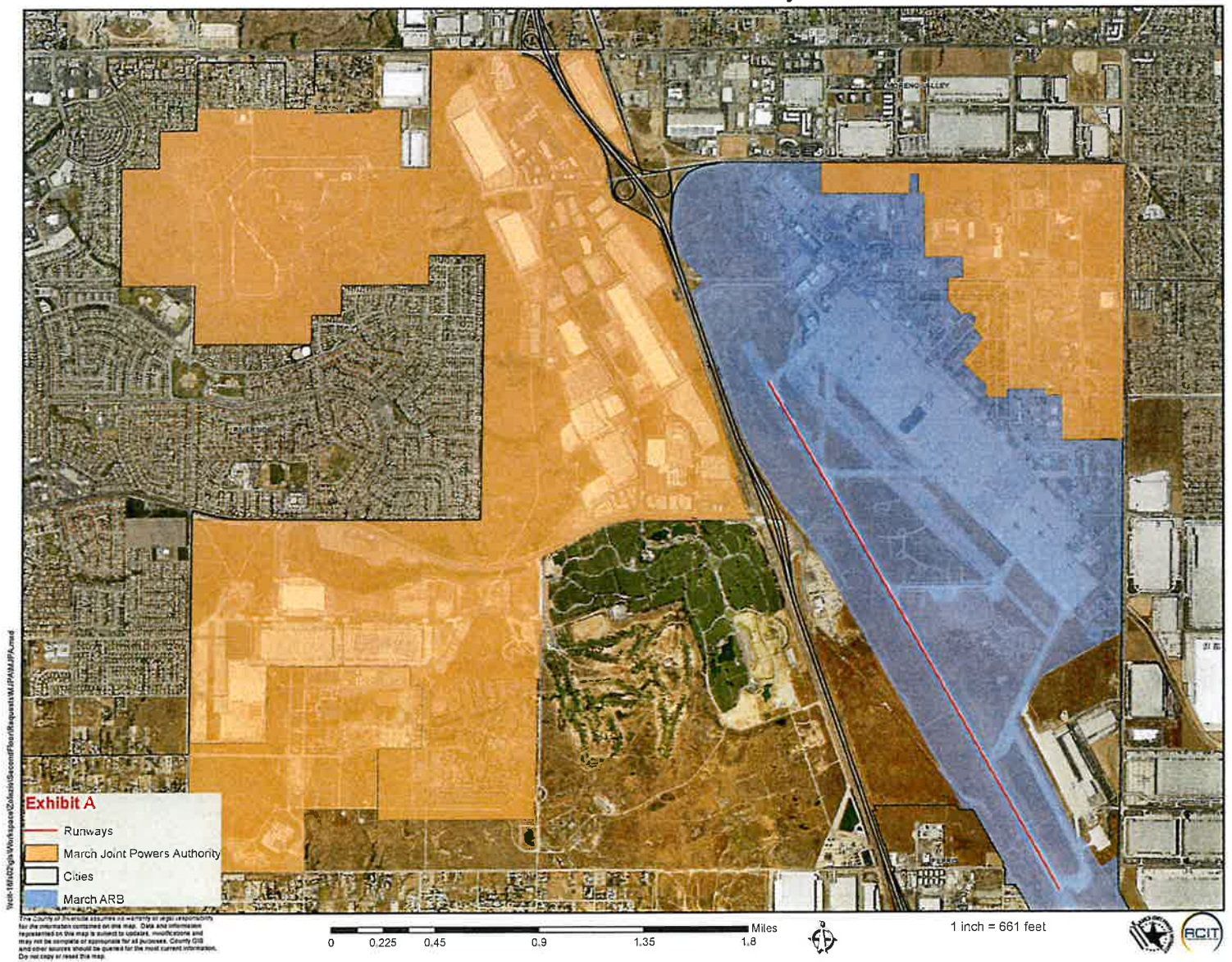
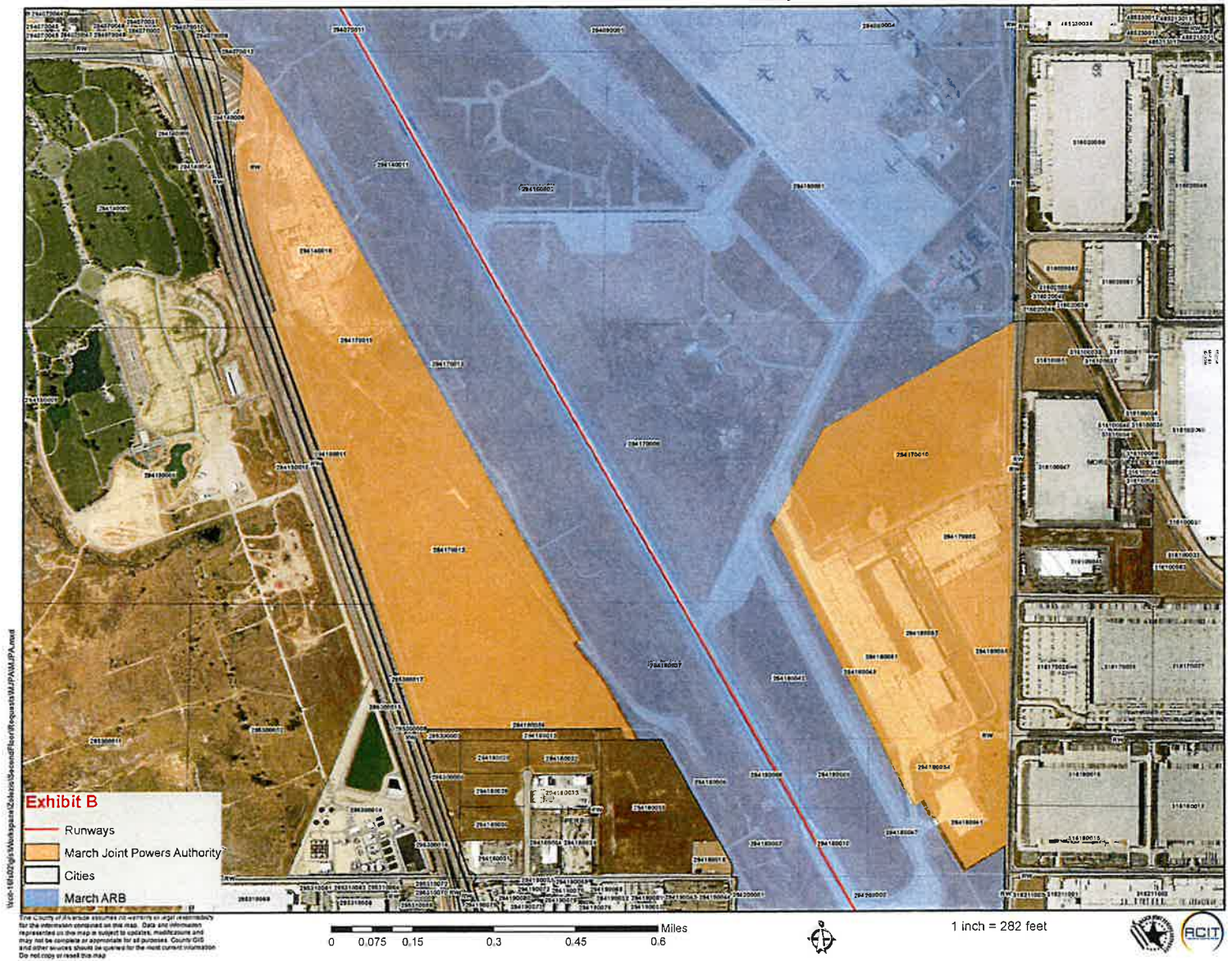


EXHIBIT B
AIRPORT AUTHORITY TERRITORY

March Joint Powers Authority



**TAX AND REVENUE SHARING AGREEMENT AMONG
THE CITY OF MORENO VALLEY, THE CITY OF PERRIS,
THE CITY OF RIVERSIDE, AND THE COUNTY OF
RIVERSIDE REGARDING THE MARCH JOINT POWERS
AUTHORITY TERRITORY**

This **TAX AND REVENUE SHARING AGREEMENT** (“Agreement”) among the CITY OF MORENO VALLEY (“Moreno Valley”), a municipal corporation, the CITY OF PERRIS (“Perris”), a municipal corporation, the CITY OF RIVERSIDE (“Riverside”), a charter city and municipal corporation, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”) is made and entered into as of the 18th day of April, 2023 (“Effective Date”). Moreno Valley, Perris, and Riverside are sometimes collectively referred to hereafter as “Cities.” Moreno Valley, Perris, Riverside, and County are sometimes individually referred to as “Party” and collectively as “Parties.”

1. Recitals

1.1 WHEREAS, in 1993, the Base Realignment and Closure Commission recommended, and the President approved, the inclusion of March Air Force Base in the third round of base closures or realignments, resulting in the re-designation of the base as March Air Reserve Base and a significant reduction in its territory; and

1.2 WHEREAS, in response, in September 1993, the Parties adopted an agreement (the “Joint Powers Agreement”) establishing the March Joint Powers Authority (“Authority”) for the joint exercise of powers to dispose of and govern the former territory of the March Air Force Base in accordance with Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and

1.3 WHEREAS, since 1993, the Parties collectively administered the Authority for the benefit of the territory served by the Authority (“Authority Territory”, which is further defined in Exhibit A, attached hereto and incorporated herein by this reference); and

1.4 WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

1.5 WHEREAS, now, the Parties wish to amend the Joint Powers Agreement for a fourteenth time to generally remove the Authority’s land use and municipal obligations, leaving these obligations to the County because the Authority Territory is unincorporated; and

1.6 WHEREAS, in connection with this proposed amendment, to recognize the County’s increased duties in the Authority Territory, due to the desire by the Parties to keep the area unincorporated for the duration of the agreement term, the Parties’ collective efforts to redevelop the Authority Territory, and to prevent costly legal and land disputes among the Parties, the Parties have negotiated this Agreement to ensure an equitable distribution of revenues associated with the Authority and the Authority Territory.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants

hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

2. Terms of Agreement

2.1 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.

2.2 Distribution of Property Taxes.

(a) Definitions. For the purposes of this Section 2.2, the following definitions shall apply:

(i) Property Tax Revenues. Property Tax Revenues shall mean the moneys distributed to the County during the term of this Agreement from the Redevelopment Property Tax Trust Funds related to the former March Joint Powers Redevelopment Agency (or "RPTTF") for the properties identified in the map attached hereto and incorporated herein as Exhibit B and which are paid to the County as determined by the Riverside County Auditor Controller ("Auditor-Controller") pursuant to Health and Safety Code Section 34183(a)(4) and as reported by the Auditor-Controller pursuant to Health and Safety Code Section 34183. Property Tax Revenues shall be exclusive of allowable charges of the Auditor-Controller for administering the RPTTF pursuant to Health and Safety Code Section 34182(e) and Revenue and Taxation Code Section 95.3.

(b) Distribution. Property Tax Revenues shall be distributed as follows:

(i) County Services Payment. First, and prior to any distribution from Property Tax Revenues, beginning the effective date of this Agreement, the County shall subtract an amount equal to \$2,450,975 for the fiscal year that this Agreement is executed, and thereafter shall subtract \$2,450,975 plus the summation of any annual adjustments as described in this section, from the total Property Tax Revenues to cover its cost of providing services, including municipal services, within the Authority Territory. This amount, and successive amounts as adjusted each year thereafter, shall be adjusted annually based on the annual change in the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI-U) for all items published by the U.S. Bureau of Labor Statistics (or equivalent successor index) with a baseline of the July 2023 index.

(ii) Property Tax Payment to Moreno Valley and Riverside. Second, if Property Tax Revenues remain after amounts deducted under subdivision (b)(i) herein, the County shall issue a reimbursement payment to Moreno Valley and Riverside in an amount equal to their proportionate share of RPTTF used to pay enforceable obligations of the March Joint Powers Authority Successor Agency from the assessed value of property within their respective jurisdictions (as shown in Exhibit B), as reported by the Auditor-Controller. These payments shall be calculated as follows by jurisdiction as currently reported by the Auditor-Controller: RPTTF gross growth generated within respective jurisdictional area, less pass-through payments, less both County administrative fees, and residual receipts.

(iii) Remainder. Finally, if Property Tax Revenues still remain after amounts deducted in accordance with (b)(i) and (b)(ii) herein, the County shall retain seventy five percent (75%) of the remaining amount and shall distribute the remaining twenty five percent (25%) equally among the Cities.

2.3 Distribution of Sales Taxes, Transient Occupancy Taxes, and Franchise Fees.

(a) Definitions. For the purposes of this Section 2.3, the following definitions shall apply:

(i) Sales Tax Revenues. Sales Tax Revenues shall include Bradley Burns Local 1% sales or use taxes paid by any businesses within the Authority Territory (see Exhibit A) upon taxable sales and uses attributable to the operations of businesses within the Authority Territory and allocated and actually paid to, and received by, County under the Uniform Local Sales and Use Tax Law (Part 1.5, Division 2 of the California Revenue and Taxation Code). Local Sales Tax Revenues shall not include (i) penalties, assessments, collection costs, and other costs, fees, or charges resulting from late or delinquent payments of sales or use tax and which are levied, assessed, or otherwise collected from business within the Authority Territory; (ii) any sales or use tax levied by, collected for, or allocated to the State of California, a district, or any entity (including an allocation to a statewide or countywide pool) other than County; (iii) any administrative fee charged by the California Department of Tax Fee Administration (or any successor agency); (iv) any sales or use tax subject to any sharing, rebate, offset, or other charge imposed pursuant to any applicable provision of federal, state, or local (except the County's) law, rule, or regulation; or (v) any sales or use tax (or other funds measured by sales or use taxes) required by the State of California to be paid over to another public entity (including the State), or set aside and/or pledged to a specific use other than for deposit into or payment from the County's general funds, including retroactively..

(ii) Transient Occupancy Tax Revenues shall include any tax charge on the rent paid by transient guests of hotels, motels, short-term rentals, or any other lodging facility within the Authority Territory (see Exhibit A) to the County under the County's local laws.

(iii) Franchise Fee Revenues shall include any fees paid by a franchisee of the County for the use of governmental facilities within the Authority Territory (see Exhibit A). Franchise Fee Revenues shall be calculated as follows: Total Actual Franchise Fee Revenue generated within the county unincorporated area during the fiscal year, divided by unincorporated area Service Population for the year, then multiplied by Authority Territory Service Population for the year. Service Population shall be calculated as one half of the area employment, added to area population. Source data for this calculation shall be from a reputable source (e.g. Department of Finance, County of Riverside Budget Book, etc.)

(b) Distribution. Sales Tax Revenues, Transient Occupancy Tax Revenues, and Franchise Fee Revenues shall be distributed evenly among the Parties such that the County shall pay to each of the Cities a total of twenty five percent (25%) of such revenues.

(c) Data. County agrees to take any lawful actions necessary to permit Cities to receive sales tax, transient occupancy tax, and franchise fee revenue data for the Authority Territory.

2.4 Distribution of Land Sale Proceeds. The proceeds of any land sales by the Authority are distributed equally among the Parties in accordance with Section 5(j) of the Joint Powers Agreement.

2.5 Annexation of Property.

(a) City-Initiated Annexations. Cities shall not take any City-initiated steps toward the annexation of Authority Territory during the term of this Agreement. For example, Cities shall not initiate the following actions: any pre-zoning or pre-planning of Authority Territory, the preparation of any municipal service reviews for the Authority Territory, the preparation of any environmental document associated with considering annexation of any Authority Territory, or the submission of any applications to annex any Authority Territory. Cities shall not provide funding for, solicit or encourage property owners, developers, or any third parties to seek annexation of any Authority Territory into a City's jurisdiction.

(i) Penalty for Violation. Should any Party violate this subsection of the Agreement, that Party shall reimburse to County any payments made under this Agreement to date and shall not receive any further payments under this Agreement. Reimbursed payments shall be redistributed by County equally among the non-violating Parties (i.e., one third each assuming only one Party is in violation).

(b) Property Owner-Initiated Annexations. If, in the absence of a violation of subdivision (a) of this Section 2.5, a third party initiates and successfully completes proceedings to annex property within the Authority Territory into one of the Cities' jurisdictions, the Party annexing property shall make a payment to the County of all property, sales, and transient occupancy taxes received by that Party in connection with the annexed property within 30 days following receipt of said taxes. The payment shall be accompanied by a detailed statement setting forth the amount and type of taxes received from annexed properties within the Authority Territory. The County shall then distribute said payment to all Parties within 30 days following receipt in accordance with the applicable formula under this Agreement as if the County had received the taxes directly. If the legislative body of a City votes to approve an annexation initiated by a property owner, where the City has not encouraged, solicited, or incentivized the annexation, it shall not be considered a violation of subdivision (a) of this Section 2.5.

2.6 Term and Termination. This Agreement shall remain in effect until August 1, 2041. No Party may terminate this Agreement in advance of that date.

2.7 Payment Terms. On a twice-annual basis, on or before April 1 and October 1 each year, County shall make a payment to each of the Cities for their share of revenues received under Sections 2.2 and 2.3 during the periods July 1 through December 31 and January 1 through June 30 respectively (i.e., the first payment under this Agreement shall be made on or before April 1, 2024 for receipts during the period July 1 through December 31, 2023).

2.8 Insurance Requirements. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement.

3. Miscellaneous Terms

3.1 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.3 Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

3.4 Notices, Demands and Communications Between the Parties.

(a) Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

TO MORENO VALLEY:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, CA 92552

Copy to:

City of Moreno Valley
Attn: City Attorney
P.O. Box 88005
Moreno Valley, CA 92552

TO RIVERSIDE:

City of Riverside

TO PERRIS:

City of Perris
Attn: City Manager
101 N "D" St.
Perris, CA 92570

Copy to:

City of Perris
Attn: City Attorney
101 N "D" St.
Perris, CA 92570

TO COUNTY:

County of Riverside

Attn: City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

Attn: County Executive Officer
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Copy to:

Copy to:

City of Riverside
Attn: City Attorney
3900 Main Street, 7th Floor
Riverside, CA 92501

County of Riverside
Attn: County Counsel
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

3.6 Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom.

3.7 Approvals. Approvals required by Parties, or any officers, agents or employees thereof, shall not be unreasonably withheld and approval or disapproval shall be given within a reasonable time.

3.8 Mutual Cooperation; Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

3.9 Third Party Beneficiaries. This Agreement and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties only. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against any Party hereunder as a result of any Party's performance or non-performance of its obligations under this Agreement.

3.10 Relationship of Parties. The Parties agree and intend that they are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

3.11 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

3.12 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

3.14 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

3.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.16 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.17 Authorized Representatives. The person or persons executing this Agreement on behalf the each Party warrant and represent that they have the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

3.18 Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of the Fourteenth Amendment to the Joint Powers Agreement.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF MORENO VALLEY

By: 
Mike Lee, City Manager

Date: 3/2/23

APPROVED AS TO LEGAL FORM:

By: 
Daniel Terrel, City Attorney

ATTEST:

By: 
Jane Ables, City Clerk

CITY OF RIVERSIDE

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF PERRIS

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

COUNTY OF RIVERSIDE

By: _____
_____, County Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, County Counsel

ATTEST:

By: _____
_____, Clerk of the Board

**SIGNATURE PAGE TO
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF MORENO VALLEY

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF RIVERSIDE

By: Mike Futrell
Mike Futrell, City Manager

Date: 3/8/23

APPROVED AS TO LEGAL FORM:

By: Susan Wilson
Susan Wilson, for, City Attorney

ATTEST:

By: Donesia Gause
Donesia Gause, City Clerk

CITY OF PERRIS

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

COUNTY OF RIVERSIDE

By: _____
_____, County Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, County Counsel

ATTEST:

By: _____
_____, Clerk of the Board

**SIGNATURE PAGE TO
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF MORENO VALLEY

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF RIVERSIDE

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

Date: 3/13/13

APPROVED AS TO LEGAL FORM:

By: _____
Robert Khuu, City Attorney

ATTEST:

By: _____
Nancy Salazar, City Clerk

COUNTY OF RIVERSIDE

By: _____
_____, County Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, County Counsel

ATTEST:

By: _____
_____, Clerk of the Board

SIGNATURE PAGE

**SIGNATURE PAGE TO
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF MORENO VALLEY

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF RIVERSIDE

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

CITY OF PERRIS

By: _____
_____, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
_____, City Attorney

ATTEST:


By: _____
_____, City Clerk

COUNTY OF RIVERSIDE

By: _____
 Ivan Wazquez, County Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
 Krisitne Bell-Valdez, Deputy, County Counsel

ATTEST:

By: _____
 KIMBERLY A. RECTOR, Clerk of the Board

SIGNATURE PAGE

EXHIBIT A
AUTHORITY TERRITORY

March Joint Powers Authority

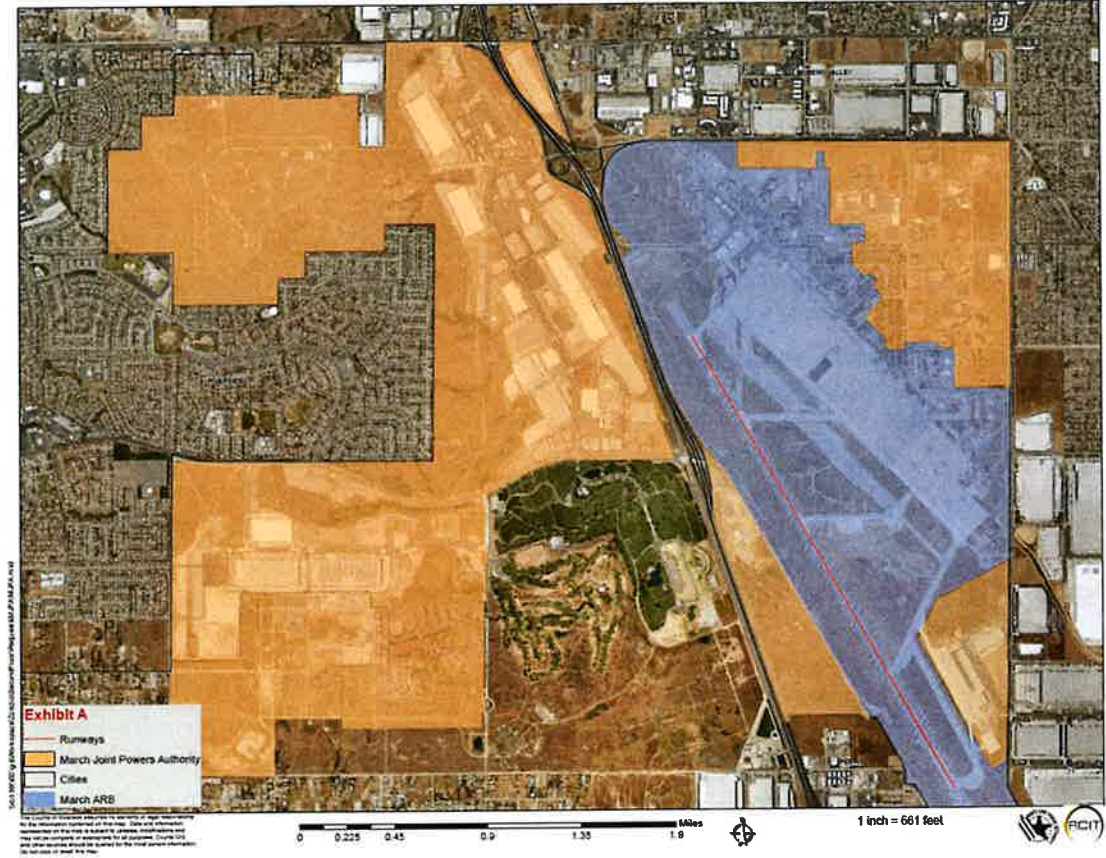
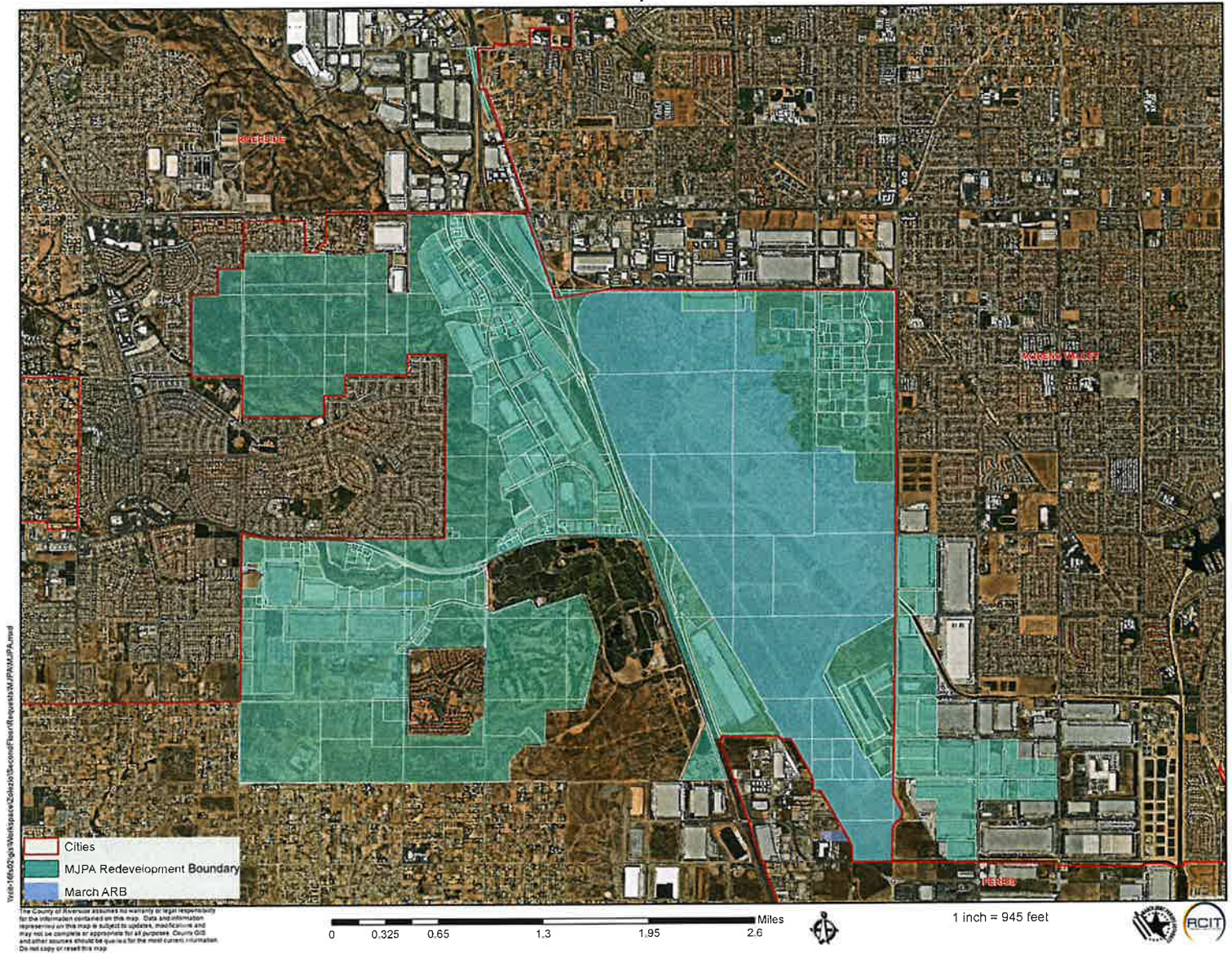


EXHIBIT B
PROPERTY TAX REVENUE AREA

MJPA Redevelopment Area



**SECOND AMENDMENT
TO
WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT ("**Second Amendment**") is made and entered into as of October 26, 2022 by and between MARCH JOINT POWERS AUTHORITY, a California joint powers agency ("**Authority**"), and MERIDIAN PARK, LLC, a Delaware limited liability company ("**Meridian Park**"), with respect to the following:

R E C I T A L S :

A. Authority, March Joint Powers Redevelopment Agency, a California public agency ("**Agency**"), and Meridian Park's predecessor-in-interest, LNR Riverside, LLC, a California limited liability company ("**LNR**"), entered into that certain West March Disposition and Development Agreement dated December 27, 2001, a memorandum of which was recorded in the Official Records of Riverside County, California ("**Official Records**") on February 11, 2002 as Instrument No. 2002-74167, as amended by that certain First Amendment to West March Disposition and Development Agreement dated May 1, 2006, a memorandum of which was recorded in the Official Records on May 11, 2006 as Instrument No. 2006-0344466, and as assigned in part to Meridian Park pursuant to that certain Assignment of Agreement (Disposition and Development Agreement) by and between LNR and Meridian Park dated August 7, 2015 and recorded in the Official Records on August 7, 2015 as Instrument No. 2015-0351192 (as amended and assigned, the "**Disposition and Development Agreement**").

B. Following certain state legislation dissolving redevelopment agencies in 2011, Agency assigned all of its interest in the Disposition and Development Agreement to Authority. Authority serves as the successor entity to Agency.

C. The Disposition and Development Agreement set forth certain rights and obligations of Authority and Meridian Park with respect to the development of certain real property commonly known as the West March Business Park (aka "**Meridian**", formerly "**March Business Center**") located in the unincorporated portion of Riverside County, as more particularly described in the Disposition and Development Agreement (the "**Property**").

D. Pursuant to the Disposition and Development Agreement, Meridian Park has the right and option to purchase the Property in successive options from Authority (each, individually, an "**Option**"), and Meridian Park shall pay to Authority consideration for the Property as more particularly set forth in the Disposition and Development Agreement.

E. Authority desires to provide for more clarity regarding the amount of any payments it may receive from Meridian Park and desires to amend the Disposition and Development Agreement to, among other matters, provide for such additional clarity, as more particularly set forth herein.

F. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Disposition and Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend, modify and supplement the Disposition and Development Agreement as follows:

1. Consideration Payments. All existing and future payment obligations under Article 4 or elsewhere in the Disposition and Development Agreement that may exist as of the date of this Second Amendment, or that would accrue after the date hereof based on the current terms of the Disposition and Development Agreement, are hereby terminated. In lieu of such payment obligations, Meridian Park shall pay to Authority: (1) the General Fund Payments (as defined below) for the Authority's General Fund and (2) the amounts set forth on the payment schedule attached hereto as Schedule 1 (the "**Payment Schedule**") within thirty (30) days after the completion of each milestone identified on the Payment Schedule ("**Milestones**"). For the purposes hereof, the "**General Fund Payments**" means (i) a payment of \$1,200,000.00 within thirty (30) days after the complete execution of this Second Amendment, and (ii) a reoccurring payment not to exceed \$1,200,000.00 as of July 1, 2023, July 1, 2024 and July 1, 2025, to the extent necessary to fund any deficiency in the Authority's General Fund for each respective fiscal year beginning on such dates as determined by the Authority in its reasonable discretion based upon its annual projected budget. For the avoidance of doubt, Meridian Park shall not have any obligation to pay any money to Authority pursuant to the Disposition and Development Agreement unless the Milestones identified on the Payment Schedule are completed except for the General Fund Payments in accordance with this Section 1.

2. Deletion of Provisions. The parties agree that certain provisions under the Disposition and Development Agreement have been completed and/or are no longer applicable, and therefore the following sections or articles are hereby deleted from the Disposition and Development Agreement in their entirety: Article 4 (Approved Participation Model Matters); Article 5 (Preliminary Tasks); Section 6.14 (Project Management Fee); Section 6.15 (Audits); Section 9.05(a) (Preliminary Task Period Termination); Section 9.05(b) (Recalculation Event Termination); Section 9.06(a) (Preliminary Task Period Termination); Section 9.06(b) (Recalculation Event Termination); Exhibit B (Approved Participation Model); Exhibit C (Entitlement Schedule); and Exhibit E (Performance Schedule). In addition, the parties acknowledge and agree that as of the date of this Second Amendment, Meridian Park has satisfied its obligations under Section 6.02 and Section 6.03 of the Disposition and Development Agreement.

3. Amendment to Section 13.08 of the Disposition and Development Agreement. Section 13.08 of the Disposition and Development Agreement shall be amended to read as follows:

Section 13.08. Notices. Any notice or communication required hereunder between the parties must be in writing, and may be given either personally, by facsimile or electronic .pdf transmittal (with original forwarded by regular United States Mail), by registered or certified United States mail, postage prepaid, return receipt requested, or by overnight courier service. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile or electronic .pdf transmission, a notice shall be deemed to have been given and received upon actual receipt of the entire document by the receiving party. Notices transmitted by facsimile or electronic .pdf transmittal after 5:00 p.m. on a normal business day or on a Saturday,

Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the actual receipt by any of the addressees designated below as to a party to whom notices are to be sent. If given by overnight courier service, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses below:

To Meridian Park: Meridian Park, LLC
c/o Waypoint Property Group
567 San Nicolas Drive, Suite 270
Newport Beach, CA 92660
Email: DTeam@waypointgp.com

and: Meridian Park, LLC
c/o Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786
Attn: John Goodman
Email: john.goodman@lewismc.com

and: Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786
Attn: General Counsel
Email: jj.dupre@lewismc.com

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Suite 800
Irvine, California 92614-7321
Attention: Drew Emmel, Esq.
Telephone: (949) 553-1313
Facsimile: (949) 553-8354
Email: demmel@allenmatkins.com

To Authority: March Joint Powers Authority
Attn: Dr. Grace Martin, Executive Director
14205 Meridian Parkway, Suite 140
Riverside, California 92518
Email: martin@marchjpa.com

With a copy to: Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, California 91761

Attention: Thomas Rice, General Counsel
Telephone: (909) 989-8584
Facsimile: (909) 944-1441
Email: thomas.rice@bbklaw.com

4. Miscellaneous.

(a) Effect of Amendment. Except as expressly modified by this Second Amendment, the Disposition and Development Agreement shall continue in full force and effect according to its terms, and Authority and Meridian Park hereby ratify and affirm all their respective rights and obligations under the Disposition and Development Agreement. In the event of any conflict between this Second Amendment and the Disposition and Development Agreement, the provisions of this Second Amendment shall govern.

(b) Memorandum. A memorandum of this Second Amendment in the form attached hereto as Schedule 2 (the "**Memorandum of Second Amendment**") shall be recorded by Authority against the Property within ten (10) days of the effective date of this Second Amendment. Upon Meridian Park's written request made following the expiration or termination of the Disposition and Development Agreement or upon the terms of the Disposition and Development ceasing to apply to any portion of the Property after Meridian Park's acquisition of the same, both parties shall execute in recordable form any documents that may be necessary to remove the Disposition and Development Agreement and the Memorandum of Second Amendment Agreement from record title to the Property.

(c) Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one in the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, this Second Amendment has been entered into by and between Authority and Meridian Park as of the date and year first above written.

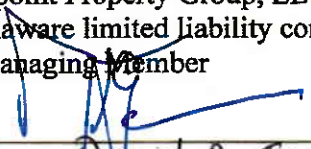
MERIDIAN PARK:

MERIDIAN PARK, LLC,
a Delaware limited liability company,

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

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

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

By: 
Name: David O. Team
Title: President

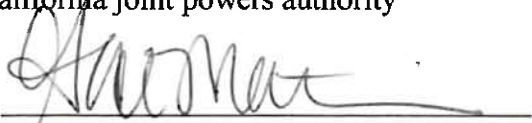
[Signature Page follows]

AUTHORITY:

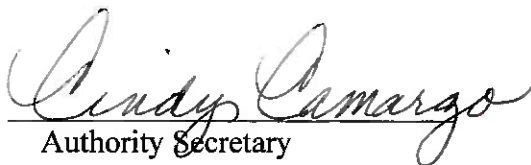
Dated: 11/01/2022

AUTHORITY:

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

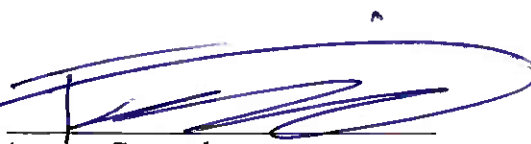
By: 
Name: Grace I. Martin, DPPD
Title: Executive Director

ATTEST:

By: 
Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: 
Agency Counsel

JPC Approval 102622 item 9(1).

ACKNOWLEDGMENT

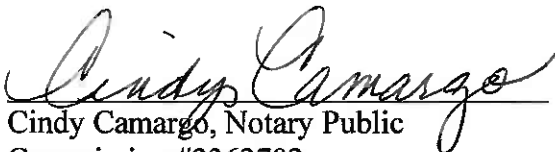
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On November 1, 2022, before me, Cindy Camargo, Notary Public, personally appeared **Grace I. Martin**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 (Seal)
Cindy Camargo, Notary Public
Commission #2362702
Commission Expires Jul 23, 2025



Attached to: Second Amendment to West March Disposition and Development
Agreement (DDA)

SCHEDULE 1
CONSIDERATION PAYMENTS AND MILESTONES

The following are referred to in the Second Amendment as the "Milestones":	
Temporary Certificate of Occupancy – South Campus Lot DJT6	\$15,500,000
Building Permit Issuance – South Campus Building H	\$1,250,000
Any Certificate of Occupancy – South Campus Building H	\$1,250,000
Building Permit Issuance – South Campus Building I	\$1,250,000
Any Certificate of Occupancy – South Campus Building I	\$1,250,000
Building Permit Issuance – South Campus Building F	\$1,250,000
Any Certificate of Occupancy – South Campus Building F	\$1,250,000
Building Permit Issuance – South Campus Building E	\$1,250,000
Any Certificate of Occupancy – South Campus Building E	\$1,250,000
Building Permit Issuance – South Campus Building K	\$1,250,000
Any Certificate of Occupancy – South Campus Building K	\$1,250,000
*Mass Grading Permit Issuance – New Development	\$14,000,000
*Building Permit Issuance – New Development First New Building	\$4,750,000
*Any Certificate of Occupancy – New Development First New Building	\$4,750,000
*Building Permit Issuance – New Development Second New Building	\$4,750,000
*Any Certificate Occupancy Permit Issuance – New Development Second New Building	\$4,750,000
*Building Permit Issuance – New Development Third New Building	\$4,750,000
*Any Certificate Occupancy Permit Issuance – New Development Third New Building	\$4,750,000
*Building Permit Issuance – New Development Fourth New Building	\$4,750,000
*Any Certificate Occupancy Permit Issuance – New Development Fourth New Building	\$4,750,000
	\$80,000,000

The asterisk (*) marks any future developments that may occur within the West March Area and in no way commits the March Joint Powers Commission into approving those future projects.

Recording Requested By:
First American Title Insurance Company
National Commercial Services, Ontario, CA

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

March Joint Powers Authority
Attn: Executive Director
14205 Meridian Parkway, Suite 140
Riverside, California 92518

NCS-1155505

APNs: 276-120-001; 276-170-007; 294-020-001; (Space Above For Recorder's Use)

297-110-036; 297-080-002, 003, 004; 297-090-001; 002, 003, 004;

297-090-007, 008, 009

**MEMORANDUM OF SECOND AMENDMENT TO WEST MARCH DISPOSITION
AND DEVELOPMENT AGREEMENT**

This MEMORANDUM OF SECOND AMENDMENT TO WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Memorandum of Second Amendment**") is made as of December 6, 2022 by and between MARCH JOINT POWERS AUTHORITY, a California joint powers agency ("**Authority**"), and MERIDIAN PARK, LLC, a Delaware limited liability company ("**Meridian Park**").

1. Authority, March Joint Powers Redevelopment Agency, a California public agency ("**Agency**"), and Meridian Park's predecessor-in-interest, LNR Riverside, LLC, a California limited liability company ("**LNR**"), entered into that certain West March Disposition and Development Agreement dated December 27, 2001, a memorandum of which was recorded in the Official Records of Riverside County, California ("**Official Records**") on February 11, 2002 as Instrument No. 2002-74167, as amended by that certain First Amendment to West March Disposition and Development Agreement dated May 1, 2006, a memorandum of which was recorded in the Official Records on May 11, 2006 as Instrument No. 2006-0344466, and as assigned in part to Meridian Park pursuant to that certain Assignment of Agreement (Disposition and Development Agreement) by and between LNR and Meridian Park dated August 7, 2015 and recorded in the Official Records on August 7, 2015 as Instrument No. 2015-0351192 (as amended and assigned, the "**Disposition and Development Agreement**").

2. Following certain state legislation dissolving redevelopment agencies in 2011, Agency assigned all of its interest in the Disposition and Development Agreement to Authority. Authority serves as the successor entity to the Agency.

3. On October 26, 2022, Authority and Meridian Park entered into that certain Second Amendment to West March Disposition and Development Agreement ("the "**Second Amendment to DDA**").

4. The purpose of this Memorandum of Second Amendment is to give notice of the rights and obligations of the parties hereto under the Second Amendment to DDA, and all the terms

and conditions of the Second Amendment to DDA are incorporated herein by reference as if they were fully set forth herein and encumber the Property identified on **Exhibit "A"** attached hereto.

5. Subject to the terms of the Second Amendment to DDA, this Memorandum of Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

6. Upon Meridian Park's written request made following the expiration or termination of the Disposition and Development Agreement or upon the terms of the Disposition and Development Agreement ceasing to apply to any portion of the Property after Meridian Park's acquisition of the same, both parties shall execute in recordable form any documents that may be necessary to remove the Disposition and Development Agreement and this Memorandum of Second Amendment from record title to the Property.

[Signature Pages follow]

IN WITNESS WHEREOF, this Memorandum of Second Amendment has been entered into by and between Authority and Meridian Park as of the date and year first above written.

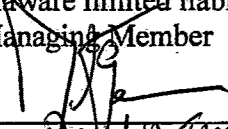
MERIDIAN PARK:

MERIDIAN PARK, LLC,
a Delaware limited liability company

By: MERIDIAN PARK HOLDINGS, LLC,
a Delaware limited liability company,
its Sole Member

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

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

By: 
Name: David V. Genn
Title: President

[Signature Page continues]

ACKNOWLEDGMENT

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

State of California

County of Orange)On 12/2/22, before me, Rachael Fortney

(insert name of notary)

Notary Public, personally appeared David D. Team

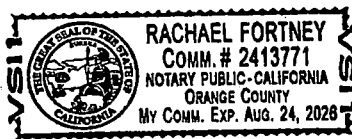
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Rachael Fortney


(Seal)



AUTHORITY:

Dated: 11/01/2022

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

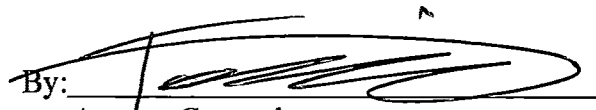
By: 
Name: / Grace I. Martin, DPPD
Its: Executive Director

ATTEST:

By: 
Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: 
Agency Counsel

JPC Approval 102622 item 9(1).

ACKNOWLEDGMENT

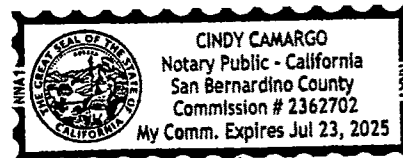
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On November 1, 2022, before me, Cindy Camargo, Notary Public, personally appeared **Grace I. Martin**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Cindy Camargo (Seal)
Cindy Camargo, Notary Public
Commission #2362702
Commission Expires Jul 23, 2025

Attached to: Second Amendment to West March Disposition and Development Agreement (DDA)

EXHIBIT "A"
LEGAL DESCRIPTION

[SEE ATTACHED]

EXHIBIT "A"

EXHIBIT "A"**LEGAL DESCRIPTION**

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO MARCH JOINT POWERS AUTHORITY, RECORDED MAY 25, 2001 AS DOCUMENT NO. 2001-234433 OF OFFICIAL RECORDS IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID CORNER ALSO SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY;

THENCE, ALONG THE COMMON SECTION LINE BETWEEN SAID SECTIONS 16 AND 17, SOUTH 00°31'20" WEST, 1323.56 FEET TO THE MOST NORTHERLY WEST CORNER OF PARCEL 2 AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE NORTH LINE OF SAID PARCEL, NORTH 89°53'35" EAST, 77.00 FEET;

THENCE, LEAVING SAID NORTH LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 00°31'35" EAST, 31.77 FEET;
- 2) SOUTH 01°28'03" EAST, 384.64 FEET;
- 3) SOUTH 00°43'02" WEST, 366.93 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "A"**;
- 4) NORTH 89°46'49" EAST, 210.27 FEET;
- 5) NORTH 00°00'07" EAST, 482.79 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°53'27"E 2660.12' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°53'35" EAST, 2064.18 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET WESTERLY FROM THAT CERTAIN COURSE IN THE GENERALLY NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N00°36'25"E 99.04' ";

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°36'21" WEST, 98.96 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE GENERALLY NORTH LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N89°54'26"E 1330.01' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°54'25" EAST, 1294.65 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING TWELVE (12) COURSES:

- 1) SOUTH 00°39'51" WEST, 1743.64 FEET;
- 2) SOUTH 74°16'54" EAST, 165.80 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "B"**;
- 3) SOUTH 15°43'06" WEST, 24.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1285.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 16°26'48" EAST;

SHEET 1 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6868

L:\2020\20-750 Lewis Upper Plateau\Exh\DDA Legal Description\20-750exh101 - DDA Legal.dwg; Sep 01, 2022 - 5:10pm

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

- 4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'38" AN ARC LENGTH OF 456.26 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "C"**;
- 5) NORTH 86°06'10" EAST, 544.66 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "D"**;
- 6) NORTH 03°53'50" WEST, 50.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 50.00 FEET NORTHERLY FROM SAID **COURSE "D"**;
- 7) ALONG SAID PARALLEL LINE, NORTH 86°06'10" EAST, 100.00 FEET;
- 8) LEAVING SAID PARALLEL LINE, SOUTH 03°53'50" EAST, 50.00 FEET TO THE EASTERLY PROLONGATION OF SAID **COURSE "D"**;
- 9) ALONG SAID PROLONGATION, NORTH 86°06'10" EAST, 362.44 FEET;
- 10) NORTH 03°53'50" WEST, 237.14 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "E"**, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1067.00 FEET;
- 11) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'12" AN ARC LENGTH OF 74.24 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "F"**;
- 12) NORTH 89°20'06" WEST, 30.05 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 108.00 FEET WESTERLY FROM THE COMMON SECTION LINE BETWEEN SAID SECTION 16 AND SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON SAID RECORD OF SURVEY

THENCE ALONG SAID PARALLEL LINE, NORTH 00°39'54" EAST, 120.00 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°20'06" EAST, 30.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 78.00 FEET WESTERLY FROM THE COMMON SECTION LINE BETWEEN SAID SECTIONS 16 AND 15 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID PARALLEL LINE, NORTH 00°39'54" EAST, 442.68 FEET TO A POINT ON THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°52'53"E 664.90' ", SAID POINT BEING DISTANT 78.01' WESTERLY FROM THE EASTERLY TERMINUS OF SAID LAST MENTIONED COURSE, MEASURED ALONG SAID LAST MENTIONED COURSE;

THENCE ALONG SAID NORTH LINE AND ITS EASTERLY PROLONGATION, NORTH 89°50'57" EAST, 269.72 FEET;

THENCE, LEAVING SAID EASTERLY PROLONGATION, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 00°39'54" WEST, 54.54 FEET;
- 2) NORTH 89°20'06" WEST, 135.70 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 56.00 FEET EASTERLY FROM THE COMMON SECTION LINE BETWEEN SAID SECTIONS 16 AND 15 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°39'54" WEST, 472.21 FEET;

THENCE, LEAVING SAID PARALLEL LINE, NORTH 89°59'36" EAST, 60.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 116.00 FEET EASTERLY FROM THE COMMON SECTION LINE BETWEEN SAID SECTIONS 16 AND 15 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°39'54" WEST, 80.01 FEET;

SHEET 2 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

THENCE, LEAVING SAID PARALLEL LINE, SOUTH 89°59'36" WEST, 58.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 933.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 87°32'10" EAST, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 134.00 FEET EASTERLY FROM SAID **COURSE "F"**;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'00" AN ARC LENGTH OF 23.34 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH DISTANT 134.00 FEET EASTERLY FROM SAID **COURSE "E"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 03°53'50" EAST, 211.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1260.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 02°47'34" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°52'43" AN ARC LENGTH OF 349.19 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "G"**;

THENCE NORTH 71°19'42" EAST, 735.85 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "H"**, TO A POINT ON THE WEST LINE OF LOT 2 OF TRACT NO. 37107, FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS, IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT NORTH 14°23'49" WEST 95.12 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE, ALONG SAID WEST LINE, SOUTH 14°23'49" EAST, 95.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 86.00 FEET;

THENCE CONTINUING ALONG THE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY BOUNDARY OF LOT "C" OF SAID TRACT NO. 37107 THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°30'43" AN ARC LENGTH OF 152.37 FEET;
- 2) NORTH 64°05'28" EAST, 50.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 96.00 FEET;
- 3) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°39'50" AN ARC LENGTH OF 29.60 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 906.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 08°14'42" WEST;
- 4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'43" AN ARC LENGTH OF 164.90 FEET;

THENCE LEAVING THE SOUTHEASTERLY BOUNDARY OF SAID LOT "C" THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 18°29'48" EAST, 43.94 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 240.00 FEET SOUTHEASTERLY FROM SAID **COURSE "H"**;

SHEET 3 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

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Anaheim Hills, California 92808
(714) 685-6860

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EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

- 2) ALONG SAID PARALLEL LINE, SOUTH 71°19'42" WEST, 1068.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 240.00 FEET SOUTHEASTERLY FROM SAID **COURSE "G"**;
- 3) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46'28" AN ARC LENGTH OF 386.79 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 215.00 FEET SOUTHERLY FROM SAID **COURSE "D"**;
- 4) ALONG SAID PARALLEL LINE, SOUTH 86°06'10" WEST, 849.73 FEET;

THENCE SOUTH 03°53'50" EAST, 50.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 265.00 FEET SOUTHERLY FROM SAID **COURSE "D"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 86°06'10" WEST, 130.00 FEET;

THENCE NORTH 03°53'50" WEST, 50.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 215.00 FEET SOUTHERLY FROM SAID **COURSE "D"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 86°06'10" WEST, 185.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 215.00 FEET SOUTHERLY FROM SAID **COURSE "C"**;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°40'52" AN ARC LENGTH OF 96.37 FEET;

THENCE SOUTH 00°09'58" WEST, 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1560.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 00°12'05" WEST, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 275.00 FEET SOUTHERLY FROM SAID **COURSE "C"**;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°55'11" AN ARC LENGTH OF 433.45 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHWESTERLY FROM SAID **COURSE "B"**;

THENCE, ALONG SAID PARALLEL LINE, NORTH 74°16'54" WEST, 192.49 FEET;

THENCE SOUTH 15°43'06" WEST, 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 320.00 FEET SOUTHWESTERLY FROM SAID **COURSE "B"**;

THENCE, ALONG SAID PARALLEL LINE, NORTH 74°16'54" WEST, 83.82 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 38°52'30" WEST, 2452.87 FEET;
- 2) SOUTH 89°54'57" WEST, 1289.30 FEET;
- 3) NORTH 28°17'34" WEST, 708.10 FEET;

SHEET 4 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

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(714) 685-6860

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EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

- 4) SOUTH 81°58'35" WEST, 305.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1067.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 78°56'02" WEST;
- 5) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'15" AN ARC LENGTH OF 222.93 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "1"**;
- 6) SOUTH 89°51'07" WEST, 21.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 21.00 FEET EASTERLY FROM THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N00°58'16"E 1321.17' ";

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°58'24" WEST, 789.33 FEET;

THENCE SOUTH 02°48'26" WEST, 532.52 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°58'15"E 2657.96' ";

THENCE, ALONG SAID SOUTH LINE, NORTH 89°59'26" WEST, 3.96 FEET TO THE MOST SOUTHERLY WEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL 2, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00°58'24" EAST, 1321.30 FEET TO AN ANGLE POINT THEREIN;
- 2) CONTINUING ALONG SAID BOUNDARY, SOUTH 89°46'16" WEST, 102.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 923.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 88°55'35" WEST, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 144.00 FEET WESTERLY FROM SAID **COURSE "1"**;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°53'53" AN ARC LENGTH OF 304.44 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET NORTHERLY FROM THAT CERTAIN COURSE IN THE SOUTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°46'32"E 1700.03' ";

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°46'16" WEST, 1251.24 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET EASTERLY FROM THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N00°31'26"E 2647.59' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°31'10" EAST, 2047.68 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N89°47'13"E 860.02' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°46'50" EAST, 860.09 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET EASTERLY FROM THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N00°31'26"E 840.03' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°31'03" EAST, 840.09 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N89°47'12"E 840.01' ";

SHEET 5 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

180 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6850

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°46'49" EAST, 454.07 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 176.00 FEET WESTERLY FROM SAID **COURSE "A"**;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°43'02" EAST, 74.94 FEET;

THENCE SOUTH 89°16'58" EAST, 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 156.30 FEET WESTERLY FROM SAID **COURSE "A"**;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°43'02" EAST, 225.43 FEET TO A POINT ON THAT CERTAIN COURSE ON THE NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°47'12"E 840.01'";

THENCE, ALONG SAID NORTH LINE, NORTH 89°46'49" EAST, 65.31 FEET TO AN ANGLE POINT THEREIN;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 2, NORTH 00°31'20" EAST, 483.40 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 383.042 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


 JAKE W. LAPPERT
 PLS 9303

9/1/2022
 DATE



SHEET 6 OF 6

EXHIBIT "A"
 LEGAL DESCRIPTION
 COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC Engineering, Inc.**
 Civil Engineering/Land Surveying/Land Planning

180 S. Old Springs Road, Ste. 210
 Anaheim Hills, California 92808
 (714) 685-6868

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EXHIBIT "A"

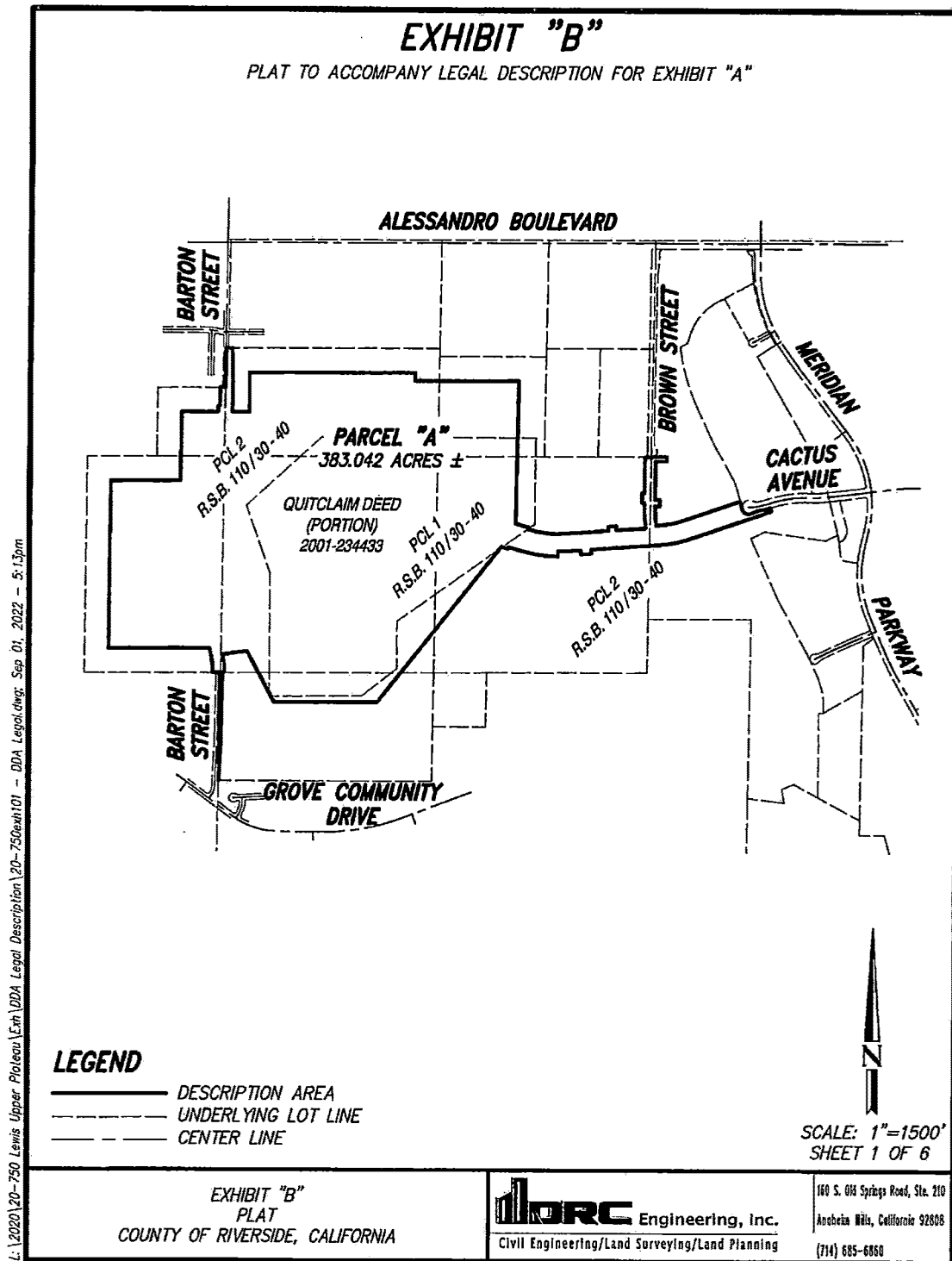


EXHIBIT "B"

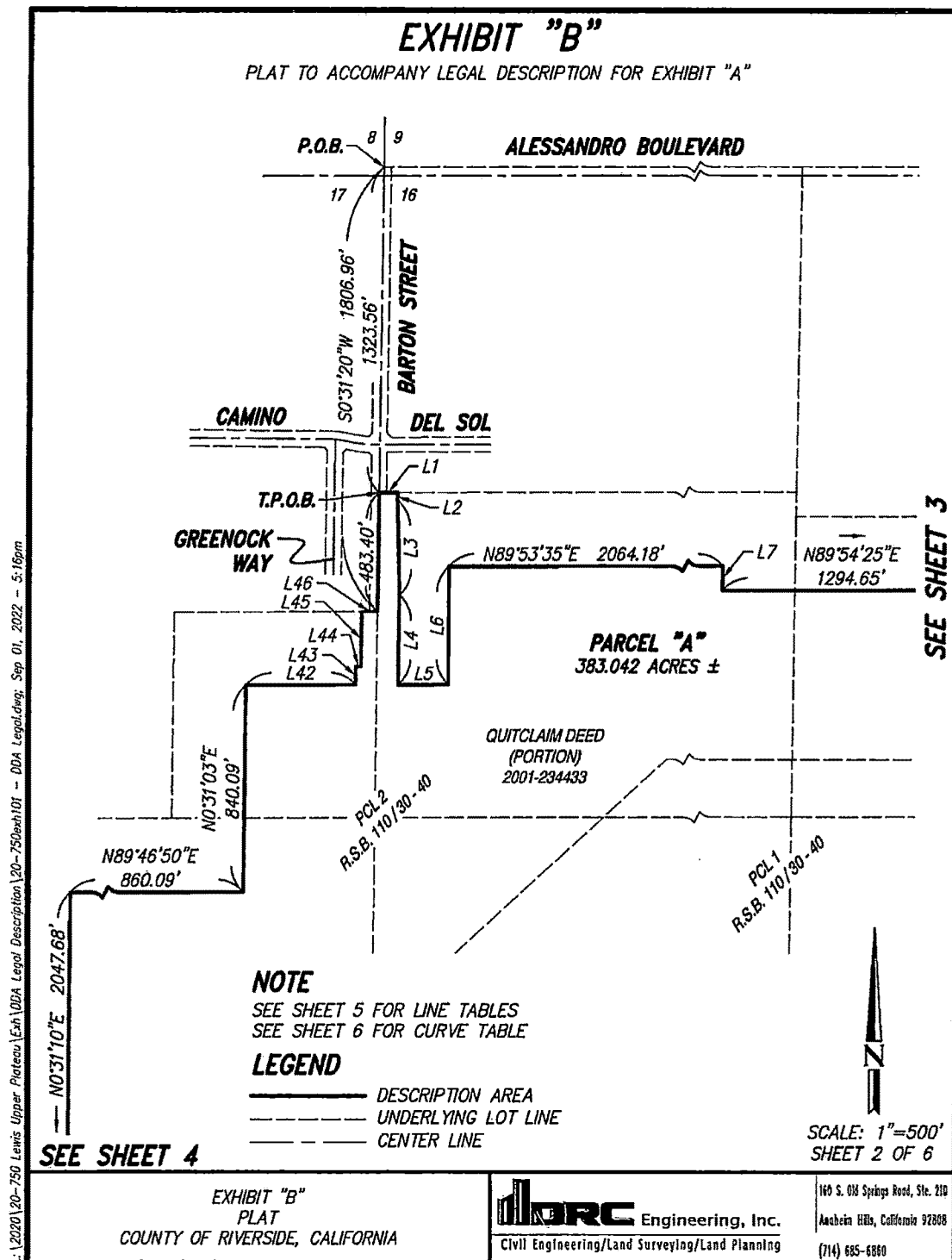


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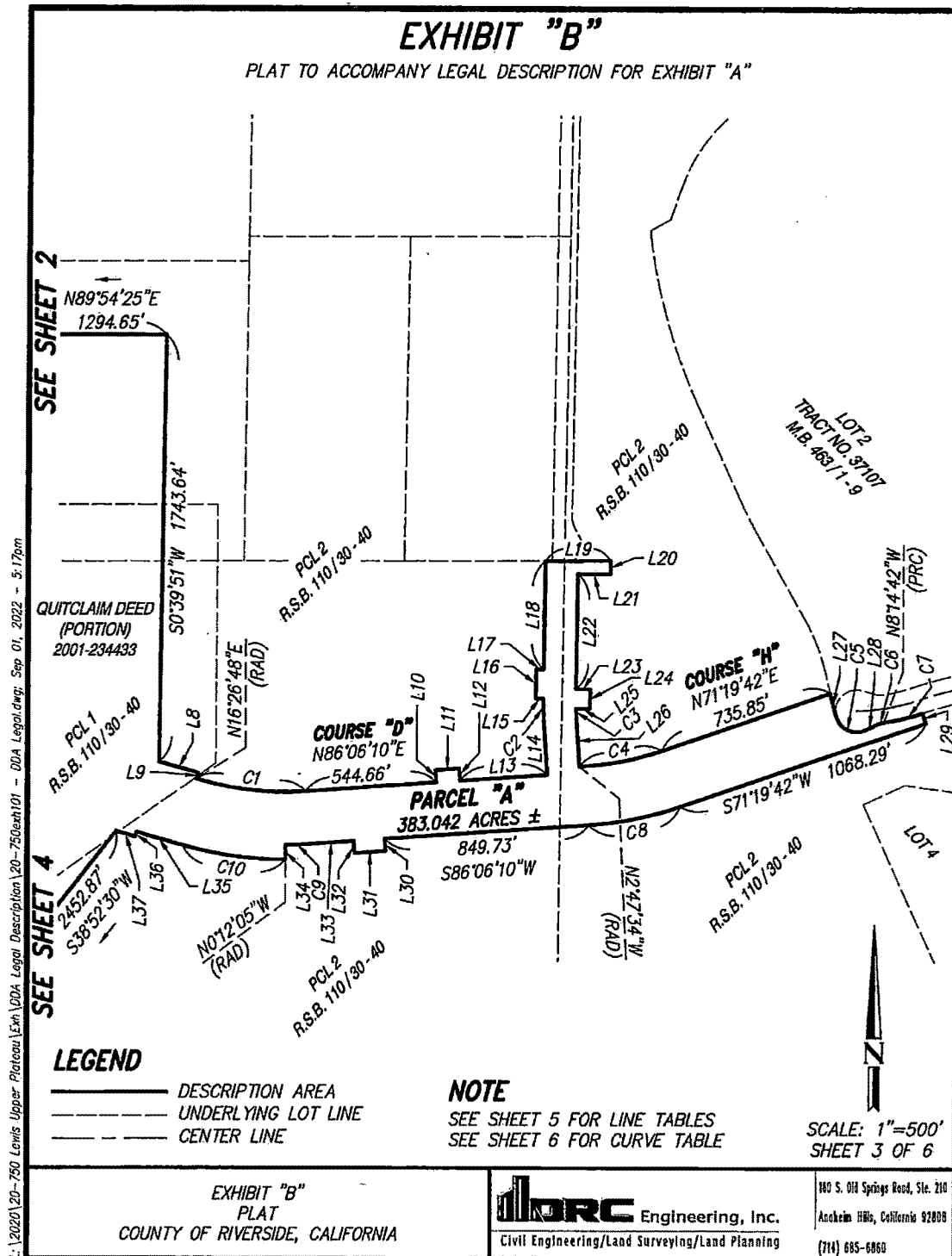


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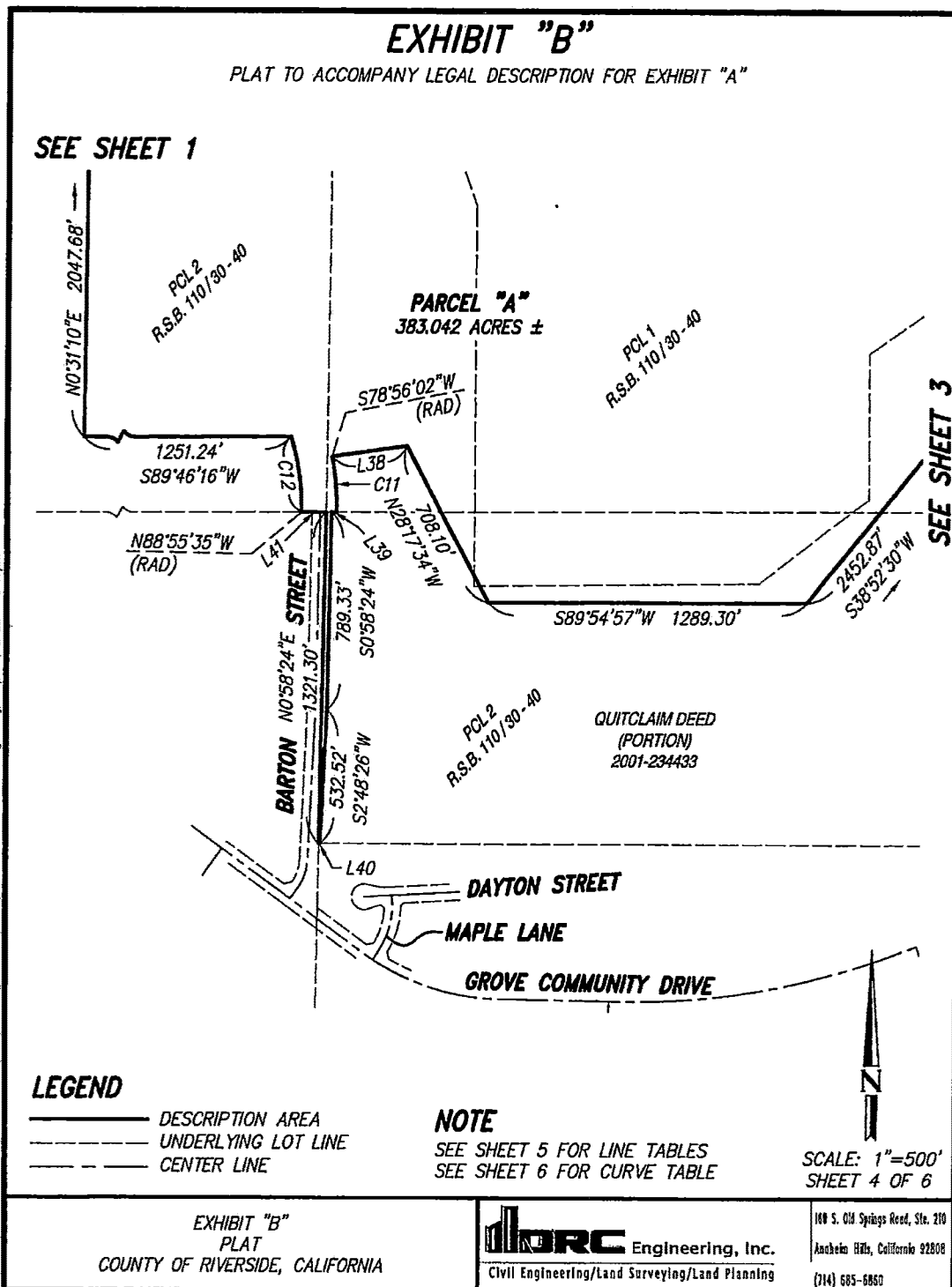


EXHIBIT "B"

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°53'35"E	77.00'
L2	S00°31'35"E	31.77'
L3	S01°28'03"E	384.64'
L4	S00°43'02"W	366.93'
L5	N89°46'49"E	210.27'
L6	N00°00'07"E	482.79'
L7	S00°36'21"W	98.96'
L8	S74°16'54"E	165.80'
L9	S15°43'06"W	24.90'
L10	N03°53'50"W	50.00'
L11	N86°06'10"E	100.00'
L12	S03°53'50"E	50.00'
L13	N86°06'10"E	362.44'
L14	N03°53'50"W	237.14'
L15	N89°20'06"W	30.05'
L16	N00°39'54"E	120.00'
L17	S89°20'06"E	30.00'
L18	N00°39'54"E	442.68'
L19	N89°50'57"E	269.72'
L20	S00°39'54"W	54.54'
L21	N89°20'06"W	135.70'
L22	S00°39'54"W	472.21'
L23	N89°59'36"E	60.00'

COURSE "A"**COURSE "B"****COURSE "E"**

LINE TABLE		
LINE	BEARING	DISTANCE
L24	S00°39'54"W	80.01'
L25	S89°59'36"W	58.61'
L26	S03°53'50"E	211.90'
L27	S14°23'49"E	95.12'
L28	N64°05'28"E	50.00'
L29	S18°29'48"E	43.94'
L30	S03°53'50"E	50.00'
L31	S86°06'10"W	130.00'
L32	N03°53'50"W	50.00'
L33	S86°06'10"W	185.66'
L34	S00°09'58"W	60.00'
L35	N74°16'54"W	192.49'
L36	S15°43'06"W	20.00'
L37	N74°16'54"W	83.82'
L38	S81°58'35"W	305.72'
L39	S89°51'07"W	21.00'
L40	N89°59'26"W	3.96'
L41	S89°46'16"W	102.02'
L42	N89°46'49"E	454.07'
L43	N00°43'02"E	74.94'
L44	S89°16'58"E	20.00'
L45	N00°43'02"E	225.43'
L46	N89°46'49"E	65.31'

SHEET 5 OF 6

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

169 S. Old Springs Road, Ste. 210
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(714) 685-6860

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EXHIBIT "B"

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	20°20'38"	1285.00'	456.26'	COURSE "C"
C2	3°59'12"	1067.00'	74.24'	COURSE "F"
C3	1°26'00"	933.00'	23.34'	
C4	15°52'43"	1260.00'	349.19'	COURSE "G"
C5	101°30'43"	86.00'	152.37'	
C6	17°39'50"	96.00'	29.60'	
C7	10°25'43"	906.00'	164.90'	
C8	14°46'28"	1500.00'	386.79'	
C9	3°40'52"	1500.00'	96.37'	
C10	15°55'11"	1560.00'	433.45'	
C11	11°58'15"	1067.00'	222.93'	COURSE "I"
C12	18°53'53"	923.00'	304.44'	

SHEET 6 OF 6

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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EXHIBIT "B"

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: December 11, 2024

Report/Action: **ADOPT RESOLUTION JPA-SA 25-02 A RESOLUTION OF THE SUCCESSOR AGENCY, APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2026-27, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(o)**

Motion: Move to adopt Resolution JPA-SA 25-02, a Resolution of the Successor Agency, approving and adopting a Recognized Obligation Payment Schedule for the period July 1, 2026 through June 30, 2027 and Administrative Budget for Fiscal Year 2026-27, pursuant to Health and Safety Code Section 34177(o).

Background:

The "enforceable obligations" listed in the ROPS may include the following: bonds; loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms; payments required by the federal government, pre-existing obligations to the state or obligations imposed by state law; judgments, settlements or binding arbitration decisions that bind the agency; legally binding and enforceable agreements or contracts; contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies; and amounts borrowed from or payments owed to the Low and Moderate Income Housing Fund of a redevelopment agency.

It should be noted that this ROPS covers an entire year. The ROPS will be submitted to and duly approved by the Oversight Board ("Approved ROPS"). The Approved ROPS will then be submitted to the County Auditor-Controller, the State Controller's office, and the State Department of Finance and posted on the Successor Agency's website.

Time is of the essence in that the ROPS is due to the State no later than February 1, 2026 or the JPA will face penalties for each day it is late. The Oversight Board meeting to consider this ROPS is scheduled for January 15, 2026.

Attachment(s):

- 1) Resolution JPA-SA 25-02
- 2) Exhibit A – Recognized Obligation Payment Schedule 2026-27
- 3) Exhibit B – Successor Agency Administrative Budget for FY 2026-27

RESOLUTION JPA-SA 25-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 AND THE ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2026-27, PURSUANT TO HEALTH AND SAFETY CODE 34177(o)

WHEREAS, the Governing Commission of the March Joint Powers Authority elected to serve as the Successor Agency to the former March Joint Powers Redevelopment Agency (“Successor Agency”) in accordance with the Dissolution Act (enacted by Assembly Bill (“AB”) x1 26, as amended by AB 1484 and Senate Bill (“SB”) 107, and codified in the California Health and Safety Code); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule (“ROPS”) for the ensuing annual period for consideration by a local oversight board and California Department of Finance (“DOF”) for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

WHEREAS, a ROPS 26-27 covering the twelve-month period from July 1, 2026 through June 30, 2027, attached hereto as Exhibit “A” has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

WHEREAS, Health and Safety Code Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for its approval; and

WHEREAS, the ROPS 26-27 includes a proposed administrative budget of \$250,000 for the fiscal year; and

WHEREAS, the Successor Agency desires to approve the ROPS 26-27 and Fiscal Year 2026-27 Administrative Budget and transmit it to various parties as required by the Dissolution Act.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. The Successor Agency hereby approves and adopts the ROPS 2026-27 and Administrative Budget covering the period of July 1, 2026 through June 30, 2027, in substantially the form attached hereto as Exhibit A and B, and incorporated herein by reference, as required by the Dissolution Act.

SECTION 3. The Executive Director is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the ROPS, including submitting the ROPS to the Oversight Board to the Successor Agency, the County of Riverside Auditor-Controller, or its designee, the California State Controller, and the State of California Department of Finance, and posting the approved ROPS on the Successor Agency's website.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority, serving as the Successor Agency to the March Joint Powers Redevelopment Agency on the 17th day of December, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission of the
Successor Agency to Former March Joint Powers Redevelopment Agency

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Authority Commission, serving as Successor Agency to March Joint Powers Redevelopment Agency, California, do hereby certify that the foregoing Resolution JPA-SA 25-02 was duly and regularly adopted by the Commission of the Successor Agency to the March Joint Powers Redevelopment Agency at a regular meeting thereof held this 17th day of December, 2025, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: December 17, 2025

Cindy Camargo, Clerk
March Joint Powers Commission of the
Successor Agency to the Former March Joint Powers Redevelopment Agency

EXHIBIT A

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2026-27
(JULY 2026 THROUGH JUNE 2027)**

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: March Joint Powers

County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,244,095	\$ 125,000	\$ 2,369,095
F RPTTF	2,119,095	-	2,119,095
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 2,244,095	\$ 125,000	\$ 2,369,095

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

March Joint Powers
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$68,923,081		\$2,369,095	\$-	\$-	\$-	\$2,119,095	\$125,000	\$2,244,095	\$-	\$-	\$-	\$-	\$125,000	\$125,000
3	Successor Agency Fee	Admin Costs	01/01/2014	12/31/2041	March Joint Powers Authority (SA)	Administrative Fee	March	4,000,000	N	\$250,000	-	-	-	-	125,000	\$125,000	-	-	-	-	125,000	\$125,000
4	March LifeCare Disposition and Development Agreement	OPA/DDA/Construction	04/07/2010	06/30/2046	March Healthcare Development	Medical Campus Infrastructure	March	30,164,570	N	\$21,851	-	-	-	21,851	-	\$21,851	-	-	-	-	-	\$-
5	March LifeCare Disposition and Development Agreement	OPA/DDA/Construction	04/07/2010	06/30/2046	March Healthcare Development	Tenant Relocation	March	799,600	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
16	United States Veterans Initiative	OPA/DDA/Construction	09/15/2010	06/30/2046	United States Veterans Initiative	Veteran's Home Design & Environmental	March	621,652	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
19	2016 Tax Allocation Bonds	Bonds Issued After 12/31/10	09/28/2016	08/01/2041	Wells Fargo Bank, N.A.	Bonds to refund the 2011A & B bonds		33,257,259	N	\$2,092,244	-	-	-	2,092,244	-	\$2,092,244	-	-	-	-	-	\$-
20	2016 Tax Allocation Bonds	Fees	09/28/2016	08/01/2041	Wells Fargo Bank, N.A.	Trustee Fees for 2016 Bonds		80,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-

March Joint Powers
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount.				(107,483)	120,684	
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller				1,706	2,448,293	
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)					2,446,754	
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					120,684	
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			1,539	
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$(105,777)	\$-	

**March Joint Powers
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027**

Item #	Notes/Comments
3	
4	
5	
16	
19	
20	

EXHIBIT B

**ADMINISTRATIVE BUDGET FISCAL YEAR 26-27
(JULY 2026 THROUGH JUNE 2027)**

ADMINISTRATIVE BUDGET**PERIOD: July 1, 2026 through June 30, 2027****March JPA Successor Agency**

	Budget
Salaries and Benefits CEO, Finance Personnel, JPA Commission Clerk	\$ 210,000
Professional Services Audit, Financial, Bond Administration	\$ 25,000
Overhead Costs Successor Agency Board, Other	\$ 15,000
Total Administrative Allocation FY 26-27	\$ 250,000

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

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

Motion: Move to receive and file Financial Status Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the months of September and October 2025 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 2025/26 budget.

Attachment(s): Financial Status Reports for September and October 2025

March Inland Port

Balance Sheet General Fund – Fund 500 As of September 30, 2025

ASSETS

Cash In Bank	\$ 3,562,302.95
Investment Account	5,398,849.64
Accounts Receivable	299,341.73
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,993,454.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	291,870.31
Deferred Outflows - OPEB	79,369.00

Total Assets	<u>\$ 143,142,097.24</u>
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LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	973,656.52
Interest Payable	1,776,866.67
Net Pension Liability	656,197.76
OPEB Liability	21,311.00
Compensated Absences	76,483.16
Deferred Inflows - Pension	85,071.47
Deferred Inflows - OPEB	50,594.00
Deferred Inflows - Leases	76,477,240.78

Total Liabilities	<u>82,834,824.13</u>
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FUND BALANCE

Net Position, Beginning of Fiscal Year	61,363,333.19
Change in Fund Balance for the month ending September 30, 2025	<u>(1,056,060.08)</u>

Ending Fund Balance, September 30, 2025	<u>60,307,273.11</u>
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Total Liabilities and Net Position	<u>\$ 143,142,097.24</u>
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March Inland Port

Balance Sheet General Fund – Fund 500 As of October 31, 2025

ASSETS

Cash In Bank	\$ 953,167.99
Investment Account	5,434,087.58
Accounts Receivable	264,499.04
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,993,454.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	291,870.31
Deferred Outflows - OPEB	79,369.00

Total Assets	<u><u>\$ 140,533,357.53</u></u>
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LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	1,060,811.45
Interest Payable	1,776,866.67
Net Pension Liability	656,197.76
OPEB Liability	21,311.00
Compensated Absences	76,483.16
Deferred Inflows - Pension	85,071.47
Deferred Inflows - OPEB	50,594.00
Deferred Inflows - Leases	76,477,240.78

Total Liabilities	<u><u>82,889,622.58</u></u>
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FUND BALANCE

Net Position, Beginning of Fiscal Year	61,363,333.19
Change in Fund Balance for the month ending October 31, 2025	<u>(3,719,598.24)</u>

Ending Fund Balance, October 31, 2025	<u><u>57,643,734.95</u></u>
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Total Liabilities and Net Position	<u><u>\$ 140,533,357.53</u></u>
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MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE SEPTEMBER AND OCTOBER 2025**
DISBURSEMENTS

Motion: Move to approve the check disbursements for the months of September and October 2025 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 months of September and October 2025 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 September and October 2025 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551

(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	Computer	California Computer Options, Inc.	09/18/2025	0.00	7,276.52
ACH	AVINSM	Aviation Insurance Mangers Inc.	09/25/2025	0.00	23,026.00
5005609	ACCELA	Accela Inc.	09/18/2025	0.00	7,094.75
5005610	C&S	C & S Engineers, Inc.	09/18/2025	0.00	61,376.99
5005611	FRONTIER	Frontier Communications	09/18/2025	0.00	175.98
5005612	KellySv	Kelly Services, Inc.	09/18/2025	0.00	2,454.19
5005613	PHILLIPS	Phillips 66-CO./SYNCB	09/18/2025	0.00	211.89
5005614	AyalaA	Amelia Ayala	09/18/2025	0.00	4,225.00
5005615	CoffmanS	Coffman Specialties	09/18/2025	0.00	725,201.19
5005616	HBS	Husch Blackwell Strategies LLC	09/18/2025	0.00	6,400.00
5005617	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	09/18/2025	0.00	31,566.40
5005618	CanonF	Canon Financial Services, Inc.	09/18/2025	0.00	222.67
5005619	BESTBE	Best Best & Krieger, LLP	09/25/2025	0.00	16,481.20
5005620	ESA	ESA	09/25/2025	0.00	1,573.00
5005621	FRONTIER	Frontier Communications	09/25/2025	0.00	1,034.42
5005622	KellySv	Kelly Services, Inc.	09/25/2025	0.00	2,961.04
5005623	MGS	M.G.S.	09/25/2025	0.00	10,426.26
5005624	Raceway2	Raceway Ford	09/25/2025	0.00	105.33
5005625	JonsFlag	Jon's Flag & Poles, Inc.	09/25/2025	0.00	252.30
5005626	TrafficM	Traffic Management Products, Inc.	09/25/2025	0.00	387.37
5005627	RobertHa	Robert Half	09/25/2025	0.00	450.24
5005628	HOMEDE	Home Depot Credit Services	09/25/2025	0.00	510.84
5005629	WMWD2	Western Municipal Water District	09/25/2025	0.00	824.03
Report Total (23 checks):				0.00	904,237.61

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority

17405 Heacock Street
Moreno Valley, CA 92551

(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	Computer	California Computer Options, Inc.	10/02/2025	0.00	3,747.83
ACH	Computer	California Computer Options, Inc.	10/09/2025	0.00	3,398.35
ACH	DPETER1	David Peterson Abatement Services,LLC	10/09/2025	0.00	4,620.00
ACH	DTS	Daley Technology Systems	10/09/2025	0.00	750.00
ACH	SONRI	SONRI, INC	10/09/2025	0.00	8,062.50
ACH	SONRI	SONRI, INC	10/30/2025	0.00	6,937.50
5005630	KellySv	Kelly Services, Inc.	10/02/2025	0.00	2,916.58
5005631	Million	Million Air, Riverside	10/02/2025	0.00	1,274.27
5005632	AyalaA	Amelia Ayala	10/02/2025	0.00	4,225.00
5005633	RobertHa	Robert Half	10/02/2025	0.00	353.76
5005634	JanPro	Commerical Cleaning Solutions, Inc.	10/02/2025	0.00	200.00
5005635	USTREAS	Treasurer Of The United States of America	10/02/2025	0.00	8,346.47
5005636	C&S	C & S Engineers, Inc.	10/09/2025	0.00	14,865.95
5005637	FRONTIER	Frontier Communications	10/09/2025	0.00	264.58
5005638	GRAINGER	Grainger	10/09/2025	0.00	341.98
5005639	KellySv	Kelly Services, Inc.	10/09/2025	0.00	2,907.68
5005640	StaplesA	Staples Business Credit	10/09/2025	0.00	664.70
5005641	SPRING	Springbrook Holding Company, LLC	10/09/2025	0.00	21,261.58
5005642	SCE4	Southern California Edison	10/09/2025	0.00	873.18
5005643	Willdan2	Willdan Financial Services	10/09/2025	0.00	26,167.00
5005644	TrafficM	Traffic Management Products, Inc.	10/09/2025	0.00	177.26
5005645	RobertHa	Robert Half	10/09/2025	0.00	540.29
5005646	HOMEDE	Home Depot Credit Services	10/09/2025	0.00	126.01
5005647	WASTEM	WM Corporate Services, Inc.	10/09/2025	0.00	245.67
5005648	FRONTIER	Frontier Communications	10/16/2025	0.00	176.99
5005649	KellySv	Kelly Services, Inc.	10/16/2025	0.00	2,809.87
5005650	Million	Million Air, Riverside	10/16/2025	0.00	95.67
5005651	VERIZ2	Verizon Wireless	10/16/2025	0.00	564.63
5005652	ACINA	Airports Council International - North Ame	10/16/2025	0.00	1,923.00
5005653	CoffmanS	Coffman Specialties	10/16/2025	0.00	2,678,664.37
5005654	FARR	Davis Farr	10/16/2025	0.00	2,000.00
5005655	RobertHa	Robert Half	10/16/2025	0.00	883.33
5005656	CanonF	Canon Financial Services, Inc.	10/16/2025	0.00	247.67
5005657	C&S	C & S Engineers, Inc.	10/16/2025	0.00	30,331.48
5005658	CGResour	CG Resource Management & Engineering,	10/16/2025	0.00	2,025.00
5005659	BankofAm	Bank Of America	10/22/2025	0.00	1,033.95
5005660	BESTBE	Best Best & Krieger, LLP	10/30/2025	0.00	15,491.20
5005661	FRONTIER	Frontier Communications	10/30/2025	0.00	1,041.31
5005662	KellySv	Kelly Services, Inc.	10/30/2025	0.00	5,291.73
5005663	HBS	Husch Blackwell Strategies LLC	10/30/2025	0.00	6,400.00
5005664	RobertHa	Robert Half	10/30/2025	0.00	1,860.99
5005665	WMWD2	Western Municipal Water District	10/30/2025	0.00	719.24

Report Total (42 checks): 0.00 2,864,828.57

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE THE 2025 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP); AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE FAA SUBMITTAL DOCUMENTS; AND AUTHORIZE THE ADVERTISING OF A REQUEST FOR PROPOSAL FOR THE APRON RECONSTRUCTION PAVEMENT MANAGEMENT PLAN (PMP) PHASE 13 PROJECT PURSUANT TO THE ADOPTED ACIP**

Motion: Move to approve the 2025 Airport Capital Improvement Plan (ACIP); authorize the Chief Executive Officer to execute FAA submittal documents; and authorize the advertising of a Request for Proposal for the Apron Reconstruction Pavement Management Plan (PMP) Phase 13 Project pursuant to the adopted ACIP.

Background:

On September 11, 2024, the Commission of the March Inland Port Airport Authority (MIPAA) approved the airport master plan that includes an update to its ALP. On September 3rd, 2025, the Commission received a draft 2025 ACIP report at their regularly scheduled meeting. The draft ACIP was submitted to the FAA by staff during an in person meeting at the Los Angeles ADO office on September 11th, 2025. Staff also reported that 2024 projects within the ACIP would be completed in November of 2025. Staff received concurrence from the FAA on the proposed 2025 ACIP; as such, staff is recommending formal approval of MIPAA's 2025 ACIP by the Commission.

In order to maintain compliance with the two-year construction schedule for the ACIP, staff is recommending authorization to release a Request for Proposals for the construction of PMP Phase 13 as PMP Phases 14, 15 as well as AP-5 (2024 projects) were completed in November of 2025, as reported to the FAA. Reimbursements for 2024 projects are underway. Projects identified in this year's ACIP are consistent with the airport ALP.

The proposed PMP Phase 13 construction project would consist of the following improvements:

- Demolition of existing bituminous and concrete pavement
- Construction of a new PCC full strength pavement section and bituminous shoulder pavement section, including joint sealing.
- Miscellaneous site grading and turf restoration, as needed.

- Installation of taxiway pavement markings.

Construction is proposed to begin in April 2026 and completed by August 1, 2026.

The project would be funded by AIP Grant funds upon selection of the most qualified, most responsive low bidder. The engineer's estimate for this project is \$2,950,000. Federal funds would pay 95% of the costs. The remaining 5% would be paid by MIPAA with revenues derived from aviation fees and ground leases.

Recommendation:

Staff requests formal approval of the 2025 Airport Capital Improvement Plan; authorize the Chief Executive Officer to execute FAA submittal documents; and authorize the advertising of a Request for Proposal (RFP) for construction of the PMP Phase 13 project pursuant to the adopted ACIP.

Attachment(s):

1. RIV Airport Capital Improvement Plan
2. RIV Apron Rehab Phase 13 Grant Application



(KRIV)

FY's 2026-2031		State: California				NPIAS#		3-06-0201		Airport: March		LOCID: RIV		DATE: 11/5/25	
Project Description & Year	Federal Funds (\$1,000)				State Funds (\$1,000)	Local (\$1,000)		Total (\$1,000)	Environmental	Proposal RFQ/RFP	Start Date	Comp. Date	FED / STATE	MIPAA Priority	
	Entitlement	BIL/AIG	Regular Discretionary	MAP		PFC	Other								
Already Funded															
Already Funded Conduct Planning - Airport Master Plan (NPR - 64)	762							762	CATEX	4/28/2020	10/5/2021	7/1/2023	762	HIGH	
Already Funded Conduct Planning - Pavement Management Program (NPR 54.4)	94							94	CATEX	4/28/2020	10/5/2021	7/1/2023	94	HIGH	
Already funded Conduct Design - TW G Realignment and Apron Reconstruction (Phases 4, 5,12,13,14 & 15 from PMP Report)	999							999	CATEX (Approved)	3/1/2024	4/1/2024	6/28/2024	999	HIGH	
Project Complete - Design and Construct AP-5 Crack Seal	206						23	229	CATEX (Approved)	1/6/2025	3/1/2025	3/20/2025	229	HIGH	
Project Complete - Construct - Apron Reconstruction (Phases 14 and 15 from PMP Report)	5820						647	6467	CATEX (Approved)	11/14/2024	4/1/2025	6/31/2025	6467	HIGH	
2026	6696														
Construct - Apron Reconstruction (Phases 13 from PMP Report) PCI - 48 (2022)	2803						148	2950	CATEX (Approved)	11/3/2025	4/1/2026	5/31/2026	2950	HIGH	
2027	2950														
Construct - Apron Reconstruction (Phases 12 Area from PMP Report) PCI -48 (2022)	2803						148	2950	CATEX (Approved)	11/1/2026	4/1/2027	6/1/2027	2950	HIGH	
2028	2950														
Design - Apron Reconstruction (Phases 3, 6, 7, 8, 9 , 10, 11 Area from PMP Report) and 2-1, 2-2 and 2-3 from Airport Layout Plan	900						100	1000	CATEX (Approved)	10/1/2027	11/1/2027	3/1/2028	1000	HIGH	
2029	1000														
Construct - Apron Reconstruction (Phases 1 and 2 Areas from PMP Report) PCI -31 (2022)	5850						650	6500	CATEX (Approved)	11/1/2028	4/1/2029	7/1/2029	6500	HIGH	
2030	6500														
Construct - Apron Reconstruction (Phases 6,7,8 from PMP Report) PCI - 48 (2022)	7020						780	7800	CATEX (Approved)	11/12/2029	4/1/2030	8/31/2030	7800	HIGH	
2031															
Construct - Apron Reconstruction (Phases 9, 10 and 11 from PMP Report) PCI -48 (2022)	7020						780	7800	CATEX (Approved)	11/12/2029	4/1/2031	8/31/2031	7800	HIGH	

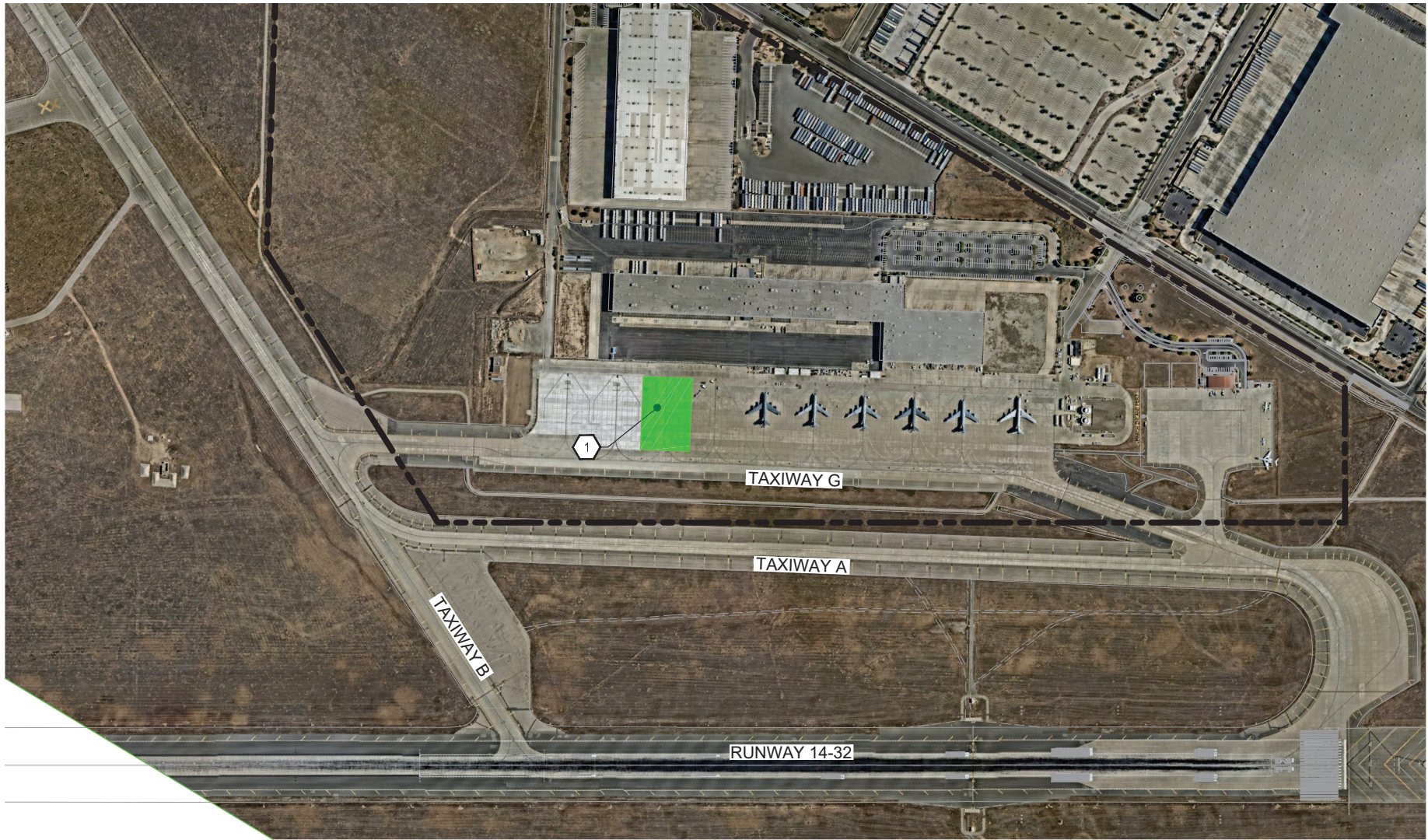
AWP ACIP DATA SHEET

Airport Name		(RIV) March Inland Port	Fiscal Year		2026	
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (Bil.)	Local Share	Total
Y	D	1 - Construct: Apron Reconstruction (Phase 13 Area from PMP Report)	\$2,802,500.00	\$0.00	\$147,500.00	\$2,950,000.00
		TOTAL	\$2,802,500.00	\$0.00	\$147,500.00	\$2,950,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
3 - Project will include reconstruction of approximately 6,600 SY of concrete apron that has been identified as being in poor condition (PCI is 48) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design and marking.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
1 - Bidding anticipated to be completed by January 2026						
1 - Construction anticipated to begin April 2026						
1 - Anticipated grant closeout August 2027						
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEx letter of approval)						
1 - CATEx Approval April 2024						
Land Title Status & Date of Exhibit "A" Status			Date			
Joint Use Agreement			May 7, 1997			
Parcel D-1 (project site) conveyed property deed to March JPA			September 2009			
Parcel D-2 (project area 2) conveyed property deed to March JPA			September 2001			
Open AIP Funded Projects (Include grant number and grant description)			Expected Close-out Date			
AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study;			December 2024			
AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction			December 2024			
AIP 3-06-0201-020-2025 AP-5 Crack Seal			September 2025			
AIP 3-06-0201-019-2025 Reconstruct Apron			September 2025			
AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2			September 2025			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Dr. Grace Martin, Chief Executive Officer			Dr. Grace Martin, Chief Executive Officer			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(951) 656-7000			
Signature			Date		Contact Phone (Print or Type)	

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2026



N.T.S.

LEGEND



CONSTRUCT: APRON RECONSTRUCTION (PHASE 13
FROM PMP REPORT)

AWP ACIP DATA SHEET

Airport Name	(RIV) March Inland Port	Fiscal Year		2027		
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (Bil.)	Local Share	Total
Y	D	1 - Construct: Apron Reconstruction (Phase 12 Area from PMP Report)	\$2,802,500.00	\$0.00	\$147,500.00	\$2,950,000.00
TOTAL			\$2,802,500.00	\$0.00	\$147,500.00	\$2,950,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
1 - Project will include reconstruction of approximately 7,100 SY of concrete apron that has been identified as being in poor condition (PCI is 48) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design, new lighting, marking and drainage.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
1 - Bidding anticipated to be completed by January 2027 1 - Construction anticipated to begin April/May 2027 1 - Anticipated grant closeout May 2028						
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEx letter of approval)						
1 - CATEx Approval April 2024						
Land Title Status & Date of Exhibit "A" Status			Date			
Joint Use Agreement			May 7, 1997			
Parcel D-1 (project site) conveyed property deed to March JPA			September 2009			
Parcel D-2 (project area 2) conveyed property deed to March JPA			September 2001			
Open AIP Funded Projects (Include grant number and grant description)			Expected Close-out Date			
AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study;			December 2024			
AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction			December 2024			
AIP 3-06-0201-020-2025 AP-5 Crack Seal			September 2025			
AIP 3-06-0201-019-2025 Reconstruct Apron			September 2025			
AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2			September 2025			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Dr. Grace Martin, Chief Executive Officer			Dr. Grace Martin, Chief Executive Officer			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(951) 656-7000			
Signature			Date		Contact Phone (Print or Type)	

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2027



LEGEND

  CONSTRUCT - APRON RECONSTRUCTION (PHASE 12)

AWP ACIP DATA SHEET

Airport Name	(RIV) March Inland Port	Fiscal Year		2028		
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (Bil.)	Local Share	Total
Y	D	1 - Design: Apron Reconstruction (Phases 3, 6, 7, 8, 9, 10, 11 Area from PMP Report) and 2-1, 2-2 and 2-3 for the Airport Layout Plan	\$900,000.00	\$0.00	\$100,000.00	\$1,000,000.00
			TOTAL	\$900,000.00	\$0.00	\$1,000,000.00
* D - Development; P - Planning; E - Environmental						
<div> <div> PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS </div> </div>						
<div> <div> Detail Project Description (Square/Lineal Footage or Length/Width) </div> </div>						
<div> <div> 1 - Project will include reconstruction of approximately 63,900 SY of concrete apron that has been identified as being in poor condition (PCI is 31) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design, new lighting, marking and drainage. </div> </div>						
<div> <div> Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process) </div> </div>						
<div> <div> 1 - 100% plans and specifications to be submitted by January 2029 </div> </div>						
<div> <div> 1 - Bidding anticipated to be completed by March/April 2029 </div> </div>						
<div> <div> 1 - Anticipated grant closeout December 2029 </div> </div>						
<div> <div> NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEx letter of approval) </div> </div>						
<div> <div> 1 - CATEx Approval April 2024 </div> </div>						
<div> <div> Land Title Status & Date of Exhibit "A" Status </div> </div>						
<div> <div> Joint Use Agreement </div> <div> Date </div> </div>						
<div> <div> Parcel D-1 (project site) conveyed property deed to March JPA </div> <div> September 2009 </div> </div>						
<div> <div> Parcel D-2 (project area 2) conveyed property deed to March JPA </div> <div> September 2001 </div> </div>						
<div> <div> Open AIP Funded Projects (include grant number and grant description) </div> <div> Expected Close-out Date </div> </div>						
<div> <div> AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study; </div> <div> December 2024 </div> </div>						
<div> <div> AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction </div> <div> December 2024 </div> </div>						
<div> <div> AIP 3-06-0201-020-2025 AP-5 Crack Seal </div> <div> September 2025 </div> </div>						
<div> <div> AIP 3-06-0201-019-2025 Reconstruct Apron </div> <div> September 2025 </div> </div>						
<div> <div> AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2 </div> <div> September 2025 </div> </div>						
<div> <div> Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor. </div> </div>						
<div> <div> Dr. Grace Martin, Chief Executive Officer </div> <div> Dr. Grace Martin, Chief Executive Officer </div> </div>						
<div> <div> Name and Title of Authorized Representative (Print or Type) </div> <div> Contact Name and Title (Print or Type) </div> </div>						
<div> <div> (951) 656-7000 </div> <div> Contact Phone (Print or Type) </div> </div>						
<div> <div> Signature </div> <div> Date </div> </div>						

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2028



LEGEND



DESIGN - APRON RECONSTRUCTION (PHASES 3, 6, 7, 8, 9,
10, 11 FROM PMP REPORT AND 2-1, 2-2, AND 2-3 FOR
AIRPORT LAYOUT PLAN)

AWP ACIP DATA SHEET

Airport Name	(RIV) March Inland Port	Fiscal Year		2029		
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (BIL)	Local Share	Total
Y	D	1 - Construct: Apron Reconstruction (Phases 1 and 2 Areas from PMP Report)	\$5,850,000.00	\$0.00	\$650,000.00	\$6,500,000.00
		TOTAL	\$5,850,000.00	\$0.00	\$650,000.00	\$6,500,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
2 - Project will include rehabilitation of approximately 15,000 SY of concrete apron that has been identified as being in very poor condition (PCI is 22) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design, new lighting, marking and drainage.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
2 - Bidding anticipated to be completed by January/February 2029 2 - Construction anticipated to begin April 2029 2 - Anticipated grant closeout May 2030						
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEx letter of approval)						
1 - CATEx Approval April 2024						
Land Title Status & Date of Exhibit "A" Status			Date			
Joint Use Agreement			May 7, 1997			
Parcel D-1 (project site) conveyed property deed to March JPA			September 2009			
Parcel D-2 (project area 2) conveyed property deed to March JPA			September 2001			
Open AIP Funded Projects (Include grant number and grant description)			Expected Close-out Date			
AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study;			December 2024			
AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction			December 2024			
AIP 3-06-0201-020-2025 AP-5 Crack Seal			September 2025			
AIP 3-06-0201-019-2025 Reconstruct Apron			September 2025			
AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2			September 2025			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Dr. Grace Martin, Chief Executive Officer			Dr. Grace Martin, Chief Executive Officer			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(951) 656-7000			
Signature			Date		Contact Phone (Print or Type)	

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2029



N.T.S.

LEGEND

  CONSTRUCT - APRON RECONSTRUCTION (PHASES 1 AND 2 OF THE PMP REPORT)

AWP ACIP DATA SHEET

Airport Name		(RIV) March Inland Port	Fiscal Year		2030	
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (BIL)	Local Share	Total
Y	D	1 - Construct: Apron Reconstruction (Phases 6, 7 and 8 Areas from PMP Report)	\$7,020,000.00	\$0.00	\$780,000.00	\$7,800,000.00
		TOTAL	\$7,020,000.00	\$0.00	\$780,000.00	\$7,800,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
2 - Project will include rehabilitation of approximately 22,000 SY of concrete apron that has been identified as being in poor condition (PCI is 48) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design, new lighting, marking and drainage.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
2 - Bidding anticipated to be completed by January/February 2030 2 - Construction anticipated to begin April 2030 2 - Anticipated grant closeout May 2031						
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEx letter of approval)						
1 - CATEx Approval April 2024						
Land Title Status & Date of Exhibit "A" Status			Date			
Joint Use Agreement			May 7, 1997			
Parcel D-1 (project site) conveyed property deed to March JPA			September 2009			
Parcel D-2 (project area 2) conveyed property deed to March JPA			September 2001			
Open AIP Funded Projects (Include grant number and grant description)			Expected Close-out Date			
AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study;			December 2024			
AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction			December 2024			
AIP 3-06-0201-020-2025 AP-5 Crack Seal			September 2025			
AIP 3-06-0201-019-2025 Reconstruct Apron			September 2025			
AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2			September 2025			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Dr. Grace Martin, Chief Executive Officer			Dr. Grace Martin, Chief Executive Officer			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(951) 656-7000			
Signature			Date		Contact Phone (Print or Type)	

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2030



N.T.S.

LEGEND

■ 1 CONSTRUCT - APRON REHABILITATION (PHASES 6, 7, 8)

AWP ACIP DATA SHEET

Airport Name		(RIV) March Inland Port	Fiscal Year		2031	
Shown On AIP	Project Type*	Project Description	Federal Share (AIP)	Federal Share (BL)	Local Share	Total
Y	D	1 - Construct: Apron Reconstruction (Phases 9, 10 and 11 Areas from PMP Report)	\$7,020,000.00	\$0.00	\$780,000.00	\$7,800,000.00
		TOTAL	\$7,020,000.00	\$0.00	\$780,000.00	\$7,800,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
2 - Project will include rehabilitation of approximately 16,400 SY of concrete apron that has been identified as being in poor condition (PCI is 48) based on the Pavement Management Program Report dated April 2022. The reconstruction would include remediation of existing subgrade, new pavement design, new lighting, marking and drainage.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
2 - Bidding anticipated to be completed by January/February 2030						
2 - Construction anticipated to begin April 2030						
2 - Anticipated grant closeout May 2031						
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)						
1 - CATEX Approval April 2024						
Land Title Status & Date of Exhibit "A" Status			Date			
Joint Use Agreement			May 7, 1997			
Parcel D-1 (project site) conveyed property deed to March JPA			September 2009			
Parcel D-2 (project area 2) conveyed property deed to March JPA			September 2001			
Open AIP Funded Projects (Include grant number and grant description)			Expected Close-out Date			
AIP 3-06-0201-015-2021: Update Airport Master Plan or Study, Conduct or Update Miscellaneous Study;			December 2024			
AIP 3-06-0201-018-2024 - Taxiway G Realignment and Apron Reconstruction			December 2024			
AIP 3-06-0201-020-2025 AP-5 Crack Seal			September 2025			
AIP 3-06-0201-019-2025 Reconstruct Apron			September 2025			
AIP 3-06-0201-021-2025 Reconstruct Apron Phase 2			September 2025			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Dr. Grace Martin, Chief Executive Officer			Dr. Grace Martin, Chief Executive Officer			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(951) 656-7000			
Signature			Date			
			Contact Phone (Print or Type)			

MARCH INLAND PORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2031



LEGEND

  CONSTRUCT - APRON REHABILITATION (PHASES 9, 10, 11)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE C&S COMPANIES SCOPE OF WORK FOR DELIVERY OF FUEL FARM CONSTRUCTION PLANS AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE SCOPE OF WORK**

Motion: Approve C&S Companies scope of work for the delivery of fuel farm construction plans and authorize the Chief Executive Officer to execute the scope of work.

Background:

The attached scope of work by March Inland Port Airport Authority (MIPA) Engineer, C&S Companies, is to provide professional services for the March Inland Port Airport authority to design construction plans for approved fuel farm improvements at the March Inland Port Airport.

In September of 2005, the Commission approved Plot Plan 04-09 and Final EIR (SCH# 200501110) for a permanent central aircraft fuel receiving, storage and distribution facility project (“fuel farm”) at the March Inland Port Airport. The approved project entitled six 105,000-gallon fuel tanks yielding 630,000 gallons of fuel. Since the approval of the project, MIPAA has installed two of the six tanks. Financial constraints restricted MIPAA’s ability to complete the project. On October 20, 2010, the Commission approved a lease with Freeman Holdings, LLC for the management of the airport fuel farm. Freeman Holdings’ lease allowed them to support MIPAA in fuel facility management, fuel sales, aircraft fueling, aircraft cleaning services, cargo services and general aviation aircraft handling. On June 11, 2025, the Commission approved a Memorandum of Understanding that allowed Freeman Holdings to proceed with installing remaining fuel farm improvements as approved. The proposed scope of work is to deliver construction plans for the remaining four 109,000-gallon API 650 field-erected aboveground storage tanks (ASTs) for the approved fuel farm.

The scope of work is proposed at \$375,107.00 to be covered through airport capital funds.

Recommendation:

Staff recommends approval of C&S Companies scope of work dated September 25, 2025, for fuel farm construction plans and authorize the Chief Executive Officer to execute the scope of work.

Attachment(s): Scope of Work Dated September 25, 2025

September 25, 2025

Dr. Grace Martin
Chief Executive Officer
14205 Meridian Parkway, Suite 140
Riverside CA 92518

Re: Professional Engineering Services
Aviation Fuel Facility Expansion

SCHEDULE A – Scope of Work

Dear Dr. Martin:

C&S Engineers, Inc. (C&S/Consultant) is pleased to submit this proposal to provide professional engineering services for the March Joint Powers Authority (MJPA/Sponsor) to design an aviation fuel facility at the March Reserve Air Base Airport (RIV) located in the City of Riverside, Riverside County, California.

We propose to provide the services described herein.

Project Understanding

We understand the project as follows:

1. MJPA will contract with ESA to facilitate the entitlements portion of the project (i.e., environmental clearances) in order to make the proposed site “shovel ready” for construction.
2. C&S Engineers will contract directly with MJPA for the design of the fuel farm expansion. This contract will include C&S Engineers coordinating with C&S Technical Resources during the design phase to facilitate constructability, value engineering, and cost estimating.
3. C&S Technical Resources will contract directly with Freeman Holdings Group for construction of the project. This contract will include C&S Engineers working as a subcontractor to C&S Technical Resources for construction phase services (e.g., interpretation of plans, respond to requests for information, review submittals, amend Facility Response Plan, amend air permit, etc.).

Project Description:

1. March Joint Powers Authority (MJPA) is proposing to increase their fuel farm capacity for their existing and prospective tenants within their respective property limits at RIV airport. This project intent is to provide increase Jet-A fuel to non-military aviation fuel users at MJPA Airport, as well as have an adequate backup (5 day minimum) fuel storage to provide a reliable source of fuel to the nonmilitary users. The project generally includes the following work items

that is consistent with the previously approved "Focused Environmental Impact Report, dated August 8, 2005":

- a. Design and construction of four 109,000-gallon API 650 field-erected aboveground storage tanks (ASTs) with a common secondary containment structure. The project will be constructed in two phases, with two tanks being built at a time.
- b. Design and construction of two independent fuel systems capable of transferring fuel as follows:
 - i. Into storage (receipt)
 - ii. Out of storage and into airport refueler vehicles (issue)
 - iii. Between the new tanks
- c. Design and construction of two fuel transfer areas associated with the fuel systems, common with up to four refueler vehicle parking spaces.
- d. Design and construction of containment curbing around portions of the fuel storage area to prevent fuel spills on the concrete "track" surfaces from entering the "infield" soils.
- e. Design and construction of drainage and containment systems for each of the above-described containment and transfer/parking areas.
- f. Design and construction to add isolation vales in the existing fuel tank transfer systems, to enable fueling operations to still operate, when another tank may have the need to be shut down for maintenance or repairs.

Scope of Services

For this project, we anticipate the involvement of the following disciplines:

- Airport
- Environmental
- Mechanical
- Electrical
- Site/civil
- Structural
- Telecommunications
- Fueling System Specialists
- Fire protection

ADMINISTRATION PHASE

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.

2. Provide to the SPONSOR monthly project status reports.
3. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract.
4. Coordinate and schedule Progress Project Meeting with Sponsor.

SCHEMATIC DESIGN PHASE (30%)

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise programs at the Project site as necessary.
5. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting.
6. Acquire the necessary soils and existing pavement investigation data, including borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
7. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
8. Develop pavement design in accordance with FAA advisory circular 150/5320-6, latest edition.
9. Develop schematic designs, including preliminary pavement horizontal geometric layouts, based on fueling truck maneuverability and turning movements analysis.
10. Prepare preliminary opinion of probable construction costs for each major element of the Project.
11. Develop a draft construction safety phasing plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations.
12. Submit schematic design to the sponsor for their review.

13. Schedule and conduct a schematic design review meeting with the SPONSOR to review the schematic design.

PRELIMINARY DESIGN (90%)

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities.
2. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction.
3. Develop preliminary fuel farm lighting layouts, including light fixture spacing and cable circuitry requirements. Investigate existing electrical system capacities and perform preliminary design of electrical power distribution and control systems.
4. Investigate existing electrical system capacities and perform preliminary design of electrical power distribution and control systems.
5. Develop preliminary airfield marking layouts.
6. Update draft CSPP based on preliminary design.
7. Develop a soil erosion control plan that encompasses all phases of the project.
8. Prepare preliminary Contract Drawings (approximately 90% complete) providing sufficient detail for review of design concepts by the SPONSOR.
9. Develop general specifications.
10. Develop technical specifications expected to be required for the proposed work.
11. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
12. Perform an internal quality control review on all design documents.
13. Submit sufficient copies of preliminary design documents to the SPONSOR for their review and comment.
14. Schedule and conduct a preliminary design review meeting to discuss and resolve SPONSOR comments.

FINAL DESIGN PHASE

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed;

final design will be coordinated with the SPONSOR and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety and Phasing Plan will be included as part of the Contract Documents.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize fuel tank designs.
2. Detail and finalize pavement geometry.
3. Finalize airfield lighting layouts, electrical power distribution and system designs, and detail installations.
4. Finalize pavement marking layouts, and detail installations.
5. Prepare final Contract Drawings. It is anticipated that the final drawings will consist of the following sheets:

Sheets	Name
1	Title Sheet
2	Quantities for Canvass of Bids and Sheet Index
3	General Notes and Legend
4	General Plan
5-10	Construction Safety Phasing Plans and Details
11	Existing Conditions Plan
12-13	Demolition Plans
13-14	Soil Erosion and Sediment Control Plans & Details
15-16	Proposed Site Plan
17-18	Grading Plans
19-20	Setback Distances
21-23	Details
24-25	Signage Plans
26-27	Signage Details
28-33	Electrical Plans
34-35	Marking Details

6. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
7. Finalize General Specifications
8. Finalize written Technical Specifications for all construction materials and installations
9. Finalize CSPP and include in Specifications and on the Contract Drawings.
10. Prepare final opinion of probable construction costs based upon the actual bid items and quantity

takeoffs.

11. Finalize design report to be consistent with the final design.
12. Submit both the construction safety phasing plan and 7460 form electronically to the FAA.
13. Perform final internal quality control review on all design documents.
14. Submit draft final documents to the SPONSOR for final review and comment.
15. Schedule and conduct draft final review meeting with the SPONSOR and to discuss and resolve final comments.
16. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

Design Descriptions:

1. Storage tanks will be designed consistent with API 650, as well as applicable local, state, and federal codes as they pertain to jet fuel.
2. The tanks will be equipped with mechanical and electronic level monitoring systems.
3. The fuel transfer systems will be pre-engineered, shop fabricated skids.
4. The tanks will be equipped with fire protection systems.
5. The secondary containment structure will be constructed of reinforced concrete, and will include intermediate (knee-high) walls between each of the tanks.

Schedule

Site visit and kickoff meeting	Within 3-weeks of Notice to Proceed (NTP)
Conceptual design plans	Within 3-weeks of site visit and kickoff meeting
Conceptual design review meeting	Within 1-week of conceptual design submittal
30% DD plans	Within 3-weeks of conceptual design review meeting
30% DD review meeting	Within 1-week of 30% DD submittal
90% DD plans and specifications	Within 5-weeks of 30% DD review meeting
90% DD review meeting	Within 1-week of 90% DD submittal
100% CDs S&S by CA PEs	Within 3-weeks of 90% DD review meeting

Assumptions

1. Airport representatives will escort C&S representatives to and from the existing fuel facility for the site visit.
2. We assume additional site visits will not be necessary.
3. MJPA will provide available as-built plans of the existing facility.
4. New, or improvements to existing, buildings or canopies will not be required.
5. All fuel piping will be located aboveground.

Exclusions

1. Preparation of a new, or amendment to an existing, Facility Response (FRP) Plan or Storm Water Pollution Prevention Plan for Industrial Activities (SWPPP). These services will be provided as part of our construction phase services.
2. Amendment to the facility air permit. This service will be provided as part of our construction phase services.

Fee

See Schedule B – Fee Breakdown.

Sincerely,

C&S Engineers, Inc.



Kenneth Gethers, PE
Managing Engineer

SCHEDULE B

MARCH INLAND PORT FUEL FARM EXPANSION
TASK ORDER FEE SUMMARY

C&S Engineers, Inc.
September 24, 2025

Name:	Rich G.	Doug C.	Syr Elec Drafting Senior Project Designer	Matt Ostroff Engineer	Alayna P. Project Engineer	Angel A. Project Engineer	Bart P. Senior Project Engineer	Will B. Senior Project Engineer	Ken G. Managing Engineer	Brian D. Managing Engineer	Frye Managing Engineer	SBO Structural (Sidock)	SBO API 650 Specialist	SBO Survey (GGI)	SBO Geotechnical (Engeo)	Anna/Chance Project Engineer			
Title:	Chief Engineer	Principal Engineer																	
Rate	\$269.00	\$269.00	\$144.00	\$178.00	\$195.00	\$195.00	\$233.00	\$233.00	\$253.00	\$253.00	\$253.00	\$60,000.00	\$221.80	\$6,500.00	\$42,800.00	\$195.00			
Elements/Tasks																	Hours	Fee	
TASK 1 ADMINISTRATION PHASE																			
Project Coordination with M/JPA/ Freeman Holdings									30							20	30	\$7,590.00	
Virtually Attend Weekly in-House Meetings (assume 20-weeks / meetings)	20	20			20	20	20	20	20	20	20						200	\$46,960.00	
Virtually Attend Bi-Weekly Client Meetings (assume 10 weeks / meetings)							10		10	10	10						40	\$9,920.00	
Direct Design Team									10								10	\$2,530.00	
Coordinate SBOs (Sidock for structural, GGI for topo & u/g utility locating, Engeo For geotech)									5				40				45	\$10,137.00	
Prepare Monthly Project Status Reports									5								5	\$1,265.00	
Review Monthly Pre-Bills									5								5	\$1,265.00	
Facilitate Internal QA/QC									5								5	\$1,265.00	
Coordinate Schedules and Budgets									5								5	\$1,265.00	
Task 1 Hours Subtotal	20	20	0	0	20	20	30	20	95	30	30	0	40	0	0	20	345	\$82,197.00	
Task 1 Fee Subtotal	\$5,380.00	\$5,380.00	\$0.00	\$0.00	\$3,900.00	\$3,900.00	\$6,990.00	\$4,660.00	\$24,035.00	\$7,590.00	\$7,590.00	\$0.00	\$8,872.00	\$0.00	\$0.00	\$3,900.00		\$82,197.00	
TASK 2 CONCEPTUAL and SCHEMATIC DESIGN PHASE (30%)																			
Pre-Design Kickoff Meeting	2						4		2							2	6	\$1,434.00	
Review Record Documents	2								2								10	\$2,366.00	
Acquire Topographic Survey									1					1			2	\$6,753.00	
Site Visit / Investigations	16						8		8	16	16						64	\$16,288.00	
Acquire and Analyze Geotechnical Investigation									1						1		2	\$43,053.00	
Electrical			24				16										40	\$7,184.00	
Site/Civil	15															80	95	\$19,635.00	
Structural												0.35					0	\$21,000.00	
Telecomm / Security							8	20									28	\$6,524.00	
Fire Protection				60													60	\$10,680.00	
Fuel Specialties																	0	\$0.00	
Prepare Draft CSPP	5																10	\$3,295.00	
Prepare Hydrology Study and Storm Water Applicability Checklist	5																15	\$3,295.00	
Prepare Schematic Engineer's Design Report	5						5										20	\$4,460.00	
Quality Control Review and Revisions	5		8				4	2									29	\$5,845.00	
Submit Schematic Documents for Review							4		2								6	\$1,438.00	
Schematic Design Review Meeting	2						4	4	2								14	\$3,298.00	
Task 2 Hours Subtotal	57	0	32	60	0	0	53	26	18	16	16	0.35	0	1	1	126	406	\$156,548.00	
Task 2 Fee Subtotal	\$15,333.00	\$0.00	\$4,608.00	\$10,680.00	\$0.00	\$0.00	\$12,349.00	\$6,058.00	\$4,554.00	\$4,048.00	\$4,048.00	\$21,000.00	\$0.00	\$6,500.00	\$42,800.00	\$24,570.00		\$156,548.00	
TASK 3 DRAFT FINAL DESIGN PHASE (90%)																			
Electrical			40				24										64	\$11,352.00	
Site/Civil	15															40	55	\$11,835.00	
Structural												0.35					0	\$21,000.00	
Telecomm / Security			20				20	20									60	\$12,200.00	
Fire Protection				40						8							48	\$9,144.00	
Fuel Specialties																	0	\$0.00	
Prepare draft CSPP	2																7	\$1,513.00	
Prepare Hydrology Study and Storm Water Applicability Checklist	2																5	\$1,513.00	
Prepare Schematic Engineer's Design Report	2																7	\$1,513.00	
Quality Control Review and Revisions	5							2									10	\$3,761.00	
Submit Draft Final Design Documents for Review								2	2								4	\$972.00	
Draft Final Design Design Review Meeting	2							4	2								2	10	\$2,366.00
Task 3 Hours Subtotal	28	0	60	40	0	0	44	28	4	8	0	0.35	0	0	0	67	279	\$77,169.00	
Task 3 Fee Subtotal	\$7,532.00	\$0.00	\$8,640.00	\$7,120.00	\$0.00	\$0.00	\$10,252.00	\$6,524.00	\$1,012.00	\$2,024.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$13,065.00		\$77,169.00	
TASK 4 FINAL DESIGN PHASE																			
Aviation																	0	\$0.00	
Environmental																	0	\$0.00	
Mechanical																	0	\$0.00	
Electrical			12				20										32	\$6,388.00	
Site/Civil	10															40	50	\$10,490.00	
Structural														0.3			0	\$18,000.00	
Telecomm / Security			8				8	20									36	\$7,676.00	
Fire Protection				40						8							48	\$9,144.00	
Fuel Specialties																	0	\$0.00	
Finalize CSPP	1																6	\$1,244.00	
Quality Control Review and Revisions	5																15	\$3,295.00	
Submit Final Documents									2								2	\$506.00	
Task 4 Hours Subtotal	16	0	20	40	0	0	28	20	2	8	0	0.3	0	0	0	55	189	\$56,743.00	
Task 4 Fee Subtotal	\$4,304.00	\$0.00	\$2,880.00	\$7,120.00	\$0.00	\$0.00	\$6,524.00	\$4,660.00	\$506.00	\$2,024.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$10,725.00		\$56,743.00	
Total Labor Hours	121.00	20.00	112.00	140.00	20.00	20.00	155.00	119.00	62	46.00	62	1.00	40.00	1.00	1.00	268.00	1,220	Total Hours	
Total Labor Cos	\$32,549.00	\$5,380.00	\$16,128.00	\$24,920.00	\$3,900.00	\$3,900.00	\$36,115.00	\$21,902.00	\$30,107.00	\$15,686.00	\$11,638.00	\$60,000.00	\$8,872.00	\$6,500.00	\$42,800.00	\$52,260.00	Total Labor	\$372,657.00	

Expenses	
Air Trips (2)	\$ 800.00
Hotel Nights (3 at \$200)	\$ 600.00
Food (3 days)	\$ 250.00
Car Rental (3 days)	\$ 350.00
Mileage	\$ 450.00
AGIS Services	\$ -
Miscellaneous	\$ -
Total Expenses	\$ 2,450.00

Site Visit Team
Frye, Rich, Ken, Brian, Bart

TOTAL LABOR COST	\$372,657.00
TOTAL EXPENSES \$	2,450.00
TOTAL TASK	\$375,107.00

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AVIATION MANAGEMENT CONSULTING GROUP, INC. (AMCG) FOR AIRPORT MANAGEMENT AND CONSULTING SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve Amendment No. 2 to the Professional Services Agreement with Aviation Management Consulting Group, Inc. (AMCG) for airport management and consulting services and authorize the Chief Executive Officer to execute the agreement.

Background:

On April 25, 2024, Aviation Management Consulting Group, Inc. (AMCG), entered into a professional services agreement with March JPA to provide airport management and consulting services to the March Inland Port Airport. To support ongoing airport management service needs, staff recommends the approval of Amendment No. 2 to the Professional Services Agreement with AMCG and authorize the Chief Executive Officer to execute the agreement.

Attachment(s): Aviation Management Consulting Group, Inc. (AMCG) PSA, Amendment No. 2

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH AVIATION MANAGEMENT CONSULTING GROUP, INC.**

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of November 12, 2025 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and Aviation Management Consulting Group, Inc., a Colorado Corporation, with its principal place of business at 9085 East Mineral Circle, Suite 315, Centennial, CO 80112 ("Consultant"). MJPA and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated August 14, 2024, for the purpose of providing interim airport management and mentorship services. (the "Original Agreement").
- B. WHEREAS, on June 11, 2025, the March Joint Powers commission approved an extension.
- C. WHEREAS, the Parties now desire to amend the Original Agreement in order to authorize additional contract amount of \$75,600, including contingencies for travel expenses.

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. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
- 2. Term. The term of the Original Agreement shall remain unchanged and will continue through **June 30, 2026**, unless earlier terminated.
- 3. Full Force. Except as amended by this Amendment No. 2, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.
- 4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
AVIATION MANAGEMENT CONSULTING GROUP, INC.**

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

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:

AVIATION MANAGEMENT
CONSULTING GROUP, INC.

Grace I. Martin, DPPD
Chief Executive Officer

APPROVED AS TO FORM:

Signature

Best Best & Krieger LLP
General Counsel

Name

Title

ADDITIONAL SCOPE OF WORK

- Client:** March Inland Port Airport Authority (Authority)
17405 Heacock Street
Moreno Valley, California 92551
- Contact:** Dr. Grace Martin, Chief Executive Officer
Email Address (for notices): martin@marchjpa.com
- Consultant:** Aviation Management Consulting Group, Inc.
9085 E. Mineral Circle, Suite 315
Centennial, Colorado 80112
- Contact:** David Benner, Managing Principal
Email Address (for notices): dbenner@amcg.aero
- Location:** March Air Reserve Base (Airport)
- Services:** On-Site Interim Airport Management
- Scope:** Aviation Management Consulting Group (AMCG) proposes providing On-Site Interim Airport Management for the Authority at the Airport. These services will be provided on-site 4 days per week (with the exception of two weeks per month which will consist of 3.5 on-site days per week) for a 4-month period, unless terminated or extended (with 30 days written notice) by the Authority and AMCG. The proposed work plan is provided in **Attachment A**.
- Fees:** On-Site Airport Management will be billed in accordance with a daily rate of \$1,350 per day (or \$675 per half day) for each day on-site and based on a minimum of 3 days per week. If On-Site Interim Airport Management is not provided for a week due to scheduled holidays or vacation, additional availability can be provided on a remote basis and will be billed at a discounted hourly rate of \$225 per hour.
- Excluding additional availability on a remote basis, the total fixed fee (excluding expenses) is estimated at \$75,600 from November to February. The total fixed fee estimation includes 2 weeks of scheduled holidays (November 24-28 and December 22-26) during which time On-Site Airport Management will not be provided.
- Dave Ruppel, AMCG Consultant, will be the individual providing Interim Airport Management services. If Dave Ruppel is not available for a temporary period, AMCG will provide a qualified and experienced individual capable of providing On-Site Interim Airport Management services.
- Expenses:** The Authority is subject to costs associated with direct (project-related) expenses including air and ground transportation, lodging, subsistence, and costs for outside services as needed and as approved by MIPAA (e.g., overnight or courier service, copying, printing, and document production/duplication, etc.). For reimbursement of costs, AMCG will provide a detailed report on each invoice identifying each expense and the corresponding amount (at cost without mark-up).
- Schedule:** Upon agreement, AMCG will initiate the scope of services and identify the appropriate start date working with Dr. Grace Martin (planned for November 1, 2025). AMCG understands the scope of services will be provided for a 4-month period, unless terminated or extended (with 30 days written notice) by the Authority or AMCG.
- Other:** This proposal is valid through November 15, 2025, and is subject to change thereafter including, but not limited to, withdrawal in whole or in part.
- A signed Project Authorization Agreement will be required to commence work.

On-Site Interim Airport Management

The On-Site Interim Airport Management services will be provided on-site 4 days per week (with the exception of two weeks per month which will consist of 3.5 on-site days per week) for a 4-month period. If Dave Ruppel is inaccessible due to planned or unplanned time off, advance notification to the Authority will be provided.

Dave Ruppel will support Dr. Grace Martin of the Authority in the following areas:

- Airport personnel, contractors, and consultants;
- Airport operations;
- Enforcement of Airport rules, regulations, policies, and standards;
- Airport infrastructure and improvement management and maintenance;
- Interactions with Federal Aviation Administration (FAA) and California Department of Transportation (Caltrans);
- Compliance with FAA and Caltrans requirements;
- Interactions with Airport users, tenants, and community members regarding associated leases, questions, complaints, and requests;
- Communication with the public on Airport noise and operational concerns;
- Oversight of capital improvement projects and associated grants (including Caltrans and FAA grants);
- Oversight and administration of Airport Budget;
- Preparation for all meetings, including Authority meetings for all Airport related items;
- Interaction with Public Safety for incident and accident response; and
- Interaction with Authority personnel on Airport-related issues.

In addition to supporting tasks and requests of Dr. Grace Martin, Dave Ruppel will:

- Review all guiding documents to determine if the documents exist, are current, and what updates are necessary. The guiding documents may include any or all the following:
 - Airport Master Plan
 - Rules and Regulations
 - Minimum Standards
 - Leasing Policy
 - Rents and Fees Policy/Schedule
 - Development/Design Standards
 - Strategic Airport Business Plan
 - Marketing Plan
 - Economic Development Plans

- Review all operational documentation and practices to identify necessary modifications and updates. The typical areas include:
 - Annual budget
 - Compliance with FAA requirements (14 CFR Part 139, Through-the-Fence, Airport Sponsor Assurances)
 - Title VI compliance
 - Airport Security Plan
 - Airport Emergency Plan
 - Employee Training Plan
 - Economic Development Engagement
 - Community Engagement

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: December 17, 2025

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

Motion: Move to receive and file the Financial Status Reports

Background:

The monthly Financial Status Reports is a summary of operational income and expenses for the months of September and October 2025 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 2025/26 budget.

Attachment(s): Financial Status Reports for September and October 2025.

March Joint Powers Authority

Balance Sheet

March Joint Powers Utility Authority Fund 600

As of September 30, 2025

ASSETS

Cash In Bank	\$ 242,187.45
Accounts Receivable	<u>58,948.63</u>
Total Assets	<u><u>\$ 301,136.08</u></u>

LIABILITIES

Payroll Liabilities	7,177.64
JPA Loan Payable	<u>450,000.00</u>
Total Liabilities	<u>457,177.64</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(153,359.90)
Change in Fund Balance for the month ending September 30, 2025	<u>(2,681.66)</u>
Ending Fund Balance, September 30, 2025	<u>(156,041.56)</u>
Total Liabilities and Net Position	<u><u>\$ 301,136.08</u></u>

March Joint Powers Authority

Balance Sheet

March Joint Powers Utility Authority Fund 600

As of October 31, 2025

ASSETS

Cash In Bank	\$ 267,218.39
Accounts Receivable	<u>35,062.60</u>
Total Assets	<u><u>\$ 302,280.99</u></u>

LIABILITIES

Payroll Liabilities	11,357.51
JPA Loan Payable	<u>450,000.00</u>
Total Liabilities	<u>461,357.51</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(153,359.90)
Change in Fund Balance for the month ending October 31, 2025	<u>(5,716.62)</u>
Ending Fund Balance, October 31, 2025	<u>(159,076.52)</u>
Total Liabilities and Net Position	<u><u>\$ 302,280.99</u></u>

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: December 17, 2025

Action: **APPROVE SEPTEMBER AND OCTOBER 2025**
DISBURSEMENTS

Motion: Move to approve check disbursements for the months of September and October 2025 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 months of September and October 2025 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 September and October 2025 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
Printed: 12/1/2025 8:44 PM



March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
6001087	SoCalGas	SoCalGas	09/11/2025	0.00	11,356.05
6001088	UNDER2	Underground Service Alert /SC	09/18/2025	0.00	24.00
Report Total (2 checks):				0.00	11,380.05

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
Printed: 12/2/2025 4:14 PM



March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
6001089	SoCalGas	SoCalGas	10/02/2025	0.00	10,796.34
6001090	UNDER2	Underground Service Alert /SC	10/09/2025	0.00	16.00
6001091	FARR	Davis Farr	10/16/2025	0.00	1,000.00
Report Total (3 checks):				0.00	11,812.34