

RECEIVED

MAY 19 2022

City of Riverside
City Clerk's Office

Council Member Jim Perry's Response to Keen Complaint

I am starting my response by making a request for re-consideration of the decision made by the pre-hearing panel to proceed with this hearing. This is based on the following:

On April 6, 2022, the pre-hearing panel-- according to the Municipal Code, is to assume that all representations of evidence by the Complainant are true for the limited purpose of determining whether the complaint has shown that it is more likely than not that a violation has occurred. In addition, the hearing panel shall review all submitted tangible evidence to determine if it is relevant to the issues raised in the complaint. If it is determined by a majority of the hearing panel that any evidence is irrelevant to issues raised in the complaint, then such evidence will be deemed inadmissible at the hearing and shall be excluded. Additionally, the Complainant shall explain to the hearing panel how the tangible evidence tends to prove a violation of prohibited conduct section of the Code of Ethics.

The Complainant submitted the following "documents":

- (1.) "City of Riverside Initial Study- Reference page 2 line 15- March JPA to sell property to developer". The hearing panel determined pages 3-53 are irrelevant and inadmissible.
- (2.) "March Joint Powers Authority- About the JPA. Confirming March JPA Commission and personnel". I have not received a copy of this document as it was not provided to the City Clerk. It should be inadmissible.
- (3.) "Property profiles confirming March JPA ownership: 263-060-022, 263-060-024, 263-060-026 and conflict". This document was accepted by the hearing panel and there is no information where these documents were obtained.
- (4.) "Grant Deed- Confirming March JPA Ownership and conflict". This document was accepted by the hearing panel. This document is dated October 3, 2002 and received by the County of Riverside Assessor on November 6, 2002. There is no information where these documents were obtained.

Within the complaint form, there is "reference" to a "city video" with time stamps. This item was not reviewed, discussed, or viewed by the

pre-hearing panel and there were no questions for clarification. I

have not received a copy of a video as one was not provided to the City Clerk. Section 8 on the complaint form states: "Attach copies of any and all documents, photographs, recordings, or tangible materials to be introduced at the hearing". On April 20, 2022, I received a letter from the City Clerk, notifying me of this hearing. This exact wording is part of that letter.

No other evidence and no witnesses were considered, accepted, or deemed inadmissible by the pre-hearing panel. The only submitted items that were briefly discussed by the panel was the initial study and deed information.

In both, the original complaint filed with the City Clerk and at the pre-hearing, the Complainant told you about the allegations, but he did not present any tangible supporting evidence to corroborate his allegations.

The Complainant provided a copy of the City of Riverside Initial Study. This is a City of Riverside Community and Economic Development Department Planning Division Initial Study report on

the Sycamore Hills distribution center. This report does not specify who it is intended for (City Council, Planning Commission, etc.) and there is no date on this document.

Within the Complainant's complaint, he makes reference to a "public hearing" which took place on January 25, 2022. He did not provide any tangible evidence about this "public hearing". There is no connection to the City Council, or any discussion or action taken. On page 2 of the complaint, the Complainant wrote, "City of Riverside Ward 6 Councilman Jim Perry chose to take part in discussions and 'make and official motion to approve' the project that he knowingly had a conflict of interest. I did not make a motion and there is absolutely no tangible evidence to prove or corroborate this statement. The Complainant did not provide an agenda, agenda item or staff report, the proposal, recommendation, or action taken. The Complainant has not provided minutes from any meeting or video containing any discussion, remarks, or action taken.

In both the Municipal Code and on the Ethics Complaint form, it clearly states the burden of proof falls upon the person filing the complaint. At this point, no evidence, including witnesses, shall be allowed into evidence at the hearing except where a majority of the hearing panel find by a majority vote that the discovery of such evidence or witness came to the awareness of the proponent after the filing of the complaint or reply and that the proponent disclosed such evidence or witness information to the City Clerk as soon as practical after becoming aware of the evidence or witness. This complaint is based on personal conclusions with very little to no corroborating tangible evidence.

During the pre-hearing, it was very clear, a majority of the panel including the Complainant has little to no knowledge of the March Joint Powers Authority and its connection to this matter. The pre-hearing panel did not review or discuss any portion including the elements of the prohibited sections of the Code of Ethics and Conduct allegedly violated. Section 2.78.080.3 states, "the hearing panel shall facilitate settlement discussions between the parties". For the most part, this was left up to the parties with no prior discussion

and at best, it was a convoluted process. The hearing panel did not review all of the submitted-- or lack of-- items. The Complainant did not meet his burden of explaining how the tangible evidence tends to prove a violation based on the totality of the circumstances, I don't believe the pre-hearing panel adequately reviewed this matter.

The March Powers Authority (JPA) is a **public entity**, created for the purpose of addressing the use, reuse and joint use of realigned March Air Force Base. The four individual public entities that cooperatively formed the JPA are the Cities of Perris, Moreno Valley, Riverside, and the County of Riverside. The JPA was created by separate resolutions of the four jurisdictions in September 1993.

The JPA is governed by the provisions of Joint Powers Agreement that created the authority. The JPA agreement created the March Joint Powers Commission (JPC). This commission is the decision- and policy- making body for the authority. It consists of eight elected officials (two from each of the four jurisdictions). Each representative or alternate must hold an elective office on the respective governing

body appointing the representative and alternate. In addition to completing the organizational requirements of initiating a new governmental jurisdiction, the JPA quickly assumed the leadership position in looking toward the future of March, as was designated by the Federal Government, as the local redevelopment agency.

In January 2020, I was appointed to the March JPC as an alternate Commissioner. This appointment was made by the Riverside City Council. As an alternate Commissioner, I did not attend or participate in any meetings or functions. The appointed representatives were Council Members Conder and Melendrez.

In August 2021, the Riverside City Council appointed me as one of our two representatives. Council Member Conder remained as the other appointed representative. Refer to a copy of the Joint Powers Agreement between the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside. This is the most recent amended agreement dated October 15, 2014. (Exhibit 1)

Within this document, on page 3 second paragraph, it states,

"Whereas, Cities and County (sometimes 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".

6500 of the Government Code states the following: "As used in the article, "public agency" includes, but is not limited to, the Federal Government of any Federal Department or agency, this State, another State or any State Department or Agency, a County, County Board of Education, County Superintendent of Schools, City, Public Corporations, Public District, Regional Transportation Commission of this State or another State, a Federally recognized Indian Tribe, or any Joint Powers Authority formed pursuant to this Article by any of these agencies". (Exhibit 2)

6502. of the Government Code in part states, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy

a fee, assessment, or tax, even though one or more of the contract agencies may be located outside this State". (Exhibit 3)

On page 3, 5th paragraph, it states, "the purpose of this Agreement shall be accomplished and said common powers exercised in the manner herein after 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.

6509 states, "Such power is subject to the restrictions upon the manner of the exercising power of one of the contracting parties, which party shall be designated by agreement". (Exhibit 4)

On page 4, 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", herein after 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 the Agreement, shall be empowered to take such actions as may necessary or desirable to implement and carry out the purpose of this Agreement.

On page 5 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 as JPC), which shall be the governing body of the entity created by this Agreement and all powers of such entity shall be exercised by the JPC.

On page 4, Section 4. Terminations and Amendments (d) states, "The parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it's deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement of upon termination thereof, any property or assets acquired on 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 Parties to the Agreement in proportion to the contributions made. For the purposes of this distributive "contributions made" include unreimbursed in-kind services, materials and equipment provided by a party.

Government Code 6511 states, "The agreement shall provide for disposition, division, or distribution of any property acquired as result of the joint exercise of powers". (Exhibit 5)

Government Code 6512 states, "The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion of the contributions made". (Exhibit 6)

I contacted the Office of the California Secretary of State to verify the status of the March Joint Powers Authority as a public agency. This action took place on October 8, 1993, with a State of California Identification number 1339. (Exhibit 7) An amendment was filed on April 25, 1994 which states the following, "assessments for funding obligations and revenue are to be shared equally by the public agencies which are parties to the agreement unless as otherwise

directed by unanimous vote of the Joint Powers Commission". On page 8 of the Joint Powers Agreement, located under Funding and Support and in the third paragraph, it states the following, "any revenue, rents, profits or issues derived by, or on behalf of the, the JPC other than grants, donations and 'in kind' contributions from the parties to the 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".

(Exhibit 8)

The discussion and proposed action of the site located on the North side of Alessandro Blvd, East of Barton St. and West of San Geronio Dr. started several years ago and as far back as 2001.

In September of 2013, the March Joint Powers Commission made the decision to sell this property to Darrell A. Butler. The following is listed as agenda information for item 15 from the March Joint Powers Commission meeting which took place on September 18, 2013:

Conference with legal counsel- Real property negotiations

Property: Riverside County Assessor Parcel numbers 263-060-022, 263-060-024 and 263-060-026

Agency negotiator: Lori M. Stone, Executive Director

Negotiating parties: Darrell A. Butler

Under negotiation: Price and terms of payment

At the time of this decision and/or action, Council Members Gardner and Melendrez were the appointed representatives for the Riverside City Council. (Exhibit 9)

This action took place 3 months after I was elected to the City Council in 2013 and 4 years prior the election of Councilmember Conder.

The Complainant alleges that I violated the following sections of the Code of Ethics prohibited conduct:

2.78.060 D: Advocacy of private interest of third parties in certain circumstances prohibited. No elected official of the City of Riverside shall appear on behalf of the private interest of third parties before the City Council; nor shall any appointed

member of a board, commission or committee of the City of Riverside appear before their own body on behalf of the private interest of third parties, except for limited exceptions as provided for in the California Fair Political Practices Commission regulations or otherwise by law.

2.78.060 I: Knowingly assisting another public official in violating this Code of Ethics and Conduct prohibited. No public official of the City of Riverside shall knowingly assist another public official in violating the prohibited conduct section of this chapter, nor shall they engage any other person to assist them in any conduct that would constitute a violation of the prohibited conduct section of this chapter.

On January 25, 2022, the Riverside City Council was asked to specifically consider the following:

"Certify the Environmental Impact Report (EIR) for planning cases P20-0025 parcel map, P19-0626 minor conditional use permit, P10-0627 design review, P20-0258 variance, P20-0282 grading exception and P20-0024 environmental impact report; and approve the

proposal by Darrell Butler and Khosro Khaloghli of KB development to facilitate the development of two warehouse buildings totaling 603,100 square feet of 48.64 acres , situated on the Northside of Alessandro Boulevard, East of Barton Street, West of San Gorgonio Drive (Project). The sale and or transfer of property was not part of this proposal. (Exhibit 10)

During this meeting, there was a staff presentation, followed by public comment and discussion and comments by the entire City Council. This proposal passed by a majority vote of 6-1.

Councilmember Conder and I did not discuss this matter before or after this vote. Both Councilmember Conder and I made independent decisions without conferring with another and I did not discuss this matter with any other colleague. Councilmember Conder and I have not discussed the complaint filed against the two of us. I have not discussed this proposal with Darrell Butler or his team of representatives, before or after this decision. In addition, leading up to January 25, 2022, I did not discuss this agenda item with any other JPA commissioner or staff member.

Under the Political Reform Act, there is only a conflict of interest if an official has an economic interest in the decision. A public agency is not considered a "source of income" to a public official (Refer to the definition of "income" in government code section 82030) and, because the JPA is not a source of income, there is no economic interest. The JPA is not a private business entity, real property interest, or personal financial interest. There is simply no economic interest in this decision. (Exhibit 11)

As a JPA Commissioner, I am eligible to receive per diem of \$100 dollars for every meeting I attend. I have declined this payment and have not received any type of compensation from the JPA.

I do not own any property near the proposed site, or within the jurisdiction of the JPA, and I do not have any personal financial or other investment interest in it. This includes members of my family.

Whether the City Council approved or denied this proposal, I do not have a financial gain or loss.

The FPPC identifies five types of interests that may result in disqualifications which prohibit a public official from participating in a decision:

- **Business Entity:** A business entity in which the official has an investment of \$2,000 or more in which he or she is a director, officer, partner, trustee, employee, or manager.
- **Real Property:** Real property in which the official has an interest of \$2,000 or more including leaseholds. (However, month-to-month leases are not considered real property interests.)
- **Income:** An individual or an entity from whom the official has received income or promised income aggregating to \$500 or more in the previous 12 months, including the official's community property interest in the income of his or her spouse or registered domestic partner.
- **Gifts:** An individual or an entity from whom the official has received gifts aggregating to \$500 or more in the previous 12 months.

Personal Finances: The official's personal finances including his or her expenses, income, assets, or liabilities, as well as those of his or her immediate family.

None of these pertain to me or members of my family. I have not received any campaign donations or gifts from Darrell Butler or the JPA. The JPA is prohibited from making campaign contributions.

If the Complainant is alleging my role as a Council Member and JPA Commissioner are incompatible offices (Government code section 1099), that would be incorrect because the JPA cannot be an incompatible office when my role as a Commissioner is based upon my appointment by the City Council and to function as the City's representative with authority to act on their behalf. I sit on the JPA by appointment of the Riverside City Council to solely represent the interests of this City. All funding goes to the JPA and not to the Commissioners. There is no business interest in the JPA due to their status as a public agency that does not operate for-profit. (Exhibit

12)

Government Code 1099. (a) state the following: "A public officer, including, but not limited to, an appointed or elected member of a governmental board, commission, committee, or other body, shall not simultaneously hold two public offices that are incompatible. Offices are incompatible when any of the following circumstances are present, unless, simultaneous holding of the particular offices is compelled or expressly authorized by law". Refer to exhibit 12 for the list of circumstances. I will draw your attention to section (3)(b) which states the following, "when two public offices are incompatible, public officer shall be deemed to have forfeited the first office upon acceding to the second. This provision is enforceable pursuant to Section 803 of the Code of Civil Procedure".

In closing, on January 25, 2022, I had no intention to conceal, deceive, mislead, impair, delay, or obstruct the discussion and/or actions of the City Council or the community. There is no evidence of recklessness, indifference, malicious, wanton, or oppressive act or omissions to support the allegations made in this complaint. I did not act outside the scope of my City Council appointed position and my responsibilities to the City, this community, and the JPA.

As soon as I discovered this complaint was filed against me, I contacted the City Attorney's Office and spoke with Phaedra Norton. I told her, if I did something wrong or was out of line to tell me as I would fall on my sword. I also told her since we were still in a period of time to bring back Council action items for re-consideration, I was willing to do that to remedy the situation. I was told neither was necessary.

Evidence/Exhibits

1. 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 #13, October 15, 2014.
2. California Government Code Section 6500
3. California Government Code Section 6502
4. California Government Code Section 6509
5. California Government Code Section 6511
6. California Government Code Section 6512
7. State of California, Secretary of State Notice of a Joint Powers Agreement, File number 1339
8. State of California, Secretary of State Amendment to a Joint Powers Agreement, File Number 748
9. March Joint Powers Commission Agenda for September 18, 2013

10. Riverside City Council Agenda for January 25, 2022, Agenda Item 14 and staff reports from the Community and Economic Development Department
11. California Government Code Section 82030
12. California Government Code Section 1099

Exhibit 1

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 #13
October 15, 2014

THIRTEENTH 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 15th day of October, 2014, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (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 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 March Air Force Base, and to acquire, own, maintain and 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, 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 March Air Force Base; 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";

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

Section 1. Purpose. 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 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 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 identified in Exhibit A, 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.

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 revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on 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.

(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.

(1) 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 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 certified public accountants to make accountant or firm or 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 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 Chief Administrative 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 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
2355 Meyer Drive
Riverside, CA 92518

- (b) City of Moreno Valley
c/o City Manager
P.O. Box 88005
Moreno Valley, CA 92553-0805

- (c) City of Perris
c/o City Manager
101 N "D" St.
Perris, CA 92570-1998
- (d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501
- (e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
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.

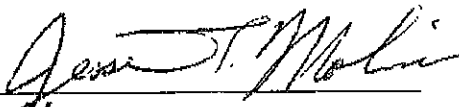
(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

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

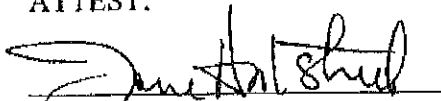
(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

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

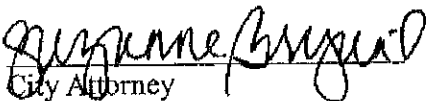
BY: 
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM this

8th day of December, 2014


City Attorney

CITY OF PERRIS

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2014

City Attorney

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

BY: _____
Mayor

ATTEST:

✓ _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2014

City Attorney

CITY OF PERRIS

By: Daryl R. Busch
Mayor, Daryl R. Busch

ATTEST:

Nancy Salazar
City Clerk, Nancy Salazar

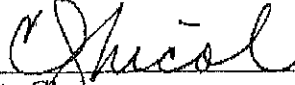
APPROVED AS TO FORM this

15th day of December, 2014

Eric Dunn
City Attorney, Eric Dunn

CITY OF RIVERSIDE

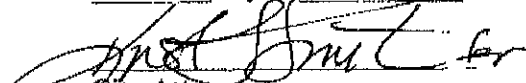
ATTEST:



City Clerk

APPROVED AS TO FORM this

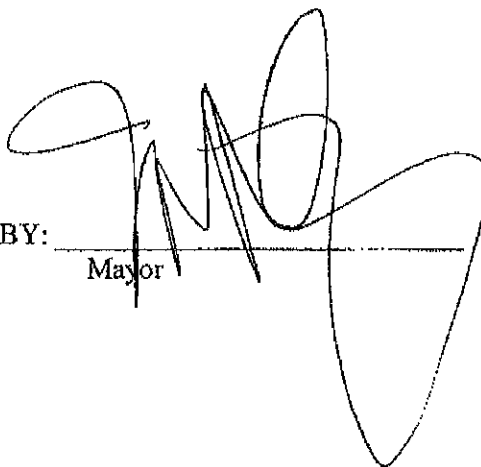
30th day of October, 2014



City Attorney

BY: _____

Mayor



COUNTY OF RIVERSIDE

By: _____

Chairman

ATTEST:

Deputy

APPROVED AS TO FORM this

_____ day of _____, 2014

County Counsel

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2014

City Attorney

COUNTY OF RIVERSIDE

By: Marion Ashley
Chairman MARION ASHLEY

ATTEST: KECIA HARPER-IHEM

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM this

4th day of March, 20145

[Signature]
County Counsel

EXHIBIT A
ADDITIONAL TERRITORY COVERED BY AGREEMENT

1. The Railroad Strip Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
PARCEL A: (APN: 297-100-045-8)

THAT PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; CONVEYED TO THE CALIFORNIA SOUTHERN RAILROAD COMPANY BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

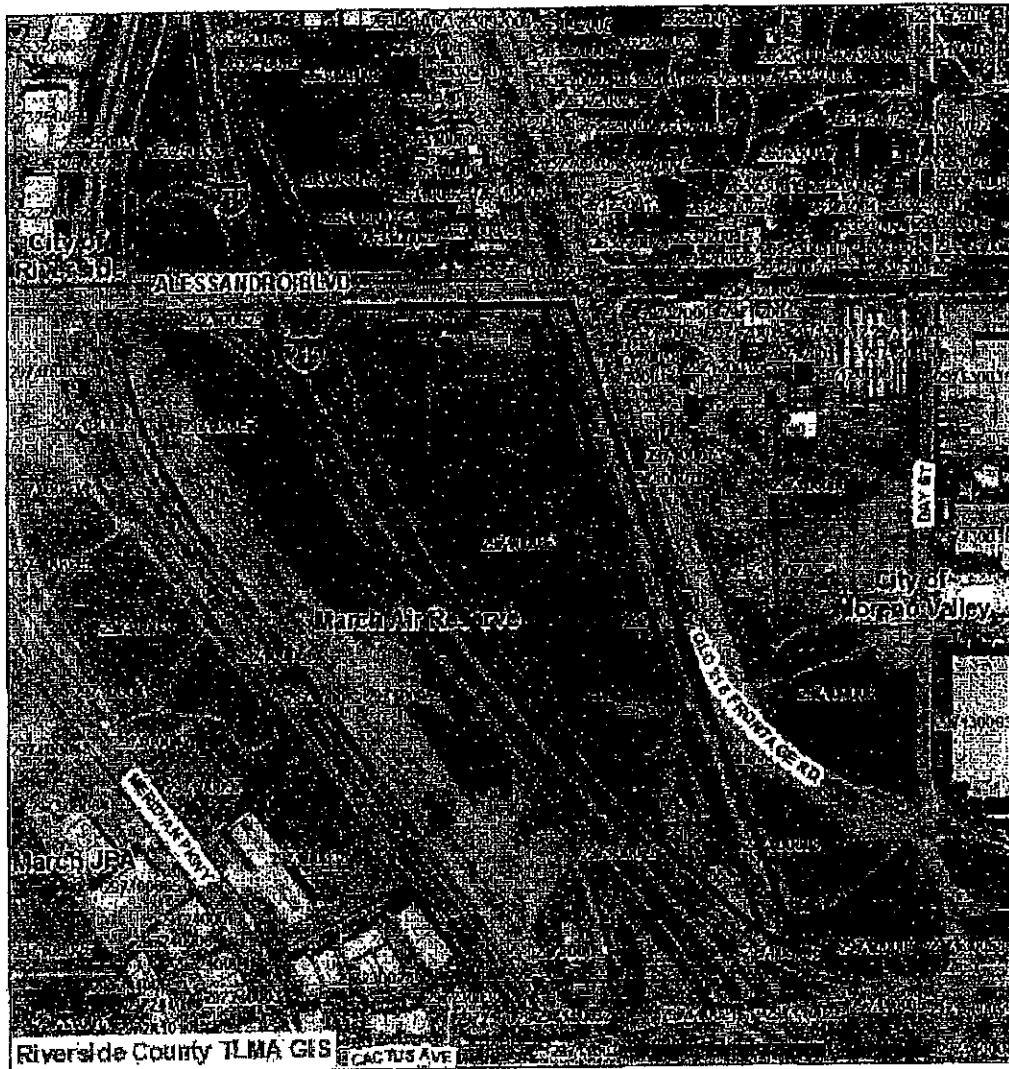
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, MARKED BY A 1-1/2 INCH BRASS DISC, STAMPED "RIV CO SUR-1985-SEC COR"; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 89° 52' 19" WEST, 1,461.68 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) PER ABOVE LAID DEED AND TO THE POINT OF BEGINNING; THENCE COURSE "A", ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 19° 23' 12" EAST, 2678.25 FEET TO THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA BY DECREE OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 2, 1942, IN BOOK 532, PAGE 311, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND BY DECREE ON AMENDED DECLARATION OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 24, 1943, IN BOOK 571, PAGE 237, OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA (STATE ROUTE 215), AS PARCEL NO. 35, IN DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 18, 1943, IN BOOK 580, PAGE 327, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WESTERLY RIGHT OF WAY LINE (STATE ROUTE 215), SOUTH 19° 23' 12" EAST, 82.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, FROM A TANGENT BEARING OF NORTH 66° 20' 39" WEST, THROUGH A CENTRAL ANGLE OF 9° 47' 09", AN ARC LENGTH OF 149.44 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY, SAID LINE BEING PARALLEL WITH AND 100.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES TO THE ABOVE MENTIONED COURSE "A"; THENCE ALONG SAID WESTERLY RAILWAY RIGHT OF WAY LINE, NORTH 19° 23' 12" WEST, 2685.67 FEET TO SAID NORTH LINE OF SECTION 15; THENCE ALONG SAID NORTH LINE, SOUTH 89° 52' 19" EAST, 106.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

2/5/2014

Riverside County GIS

D-3 Parcels



Selected parcel(s):
297-100-013 297-100-045

IMPORTANT

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

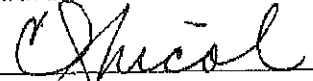
REPORT PRINTED ON...Wed Feb 05 2014 14:09:01 GMT-0800 (Pacific Standard Time)

Version 131127

Aerial Photograph

CITY OF RIVERSIDE

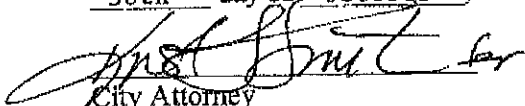
ATTEST:



City Clerk

APPROVED AS TO FORM this

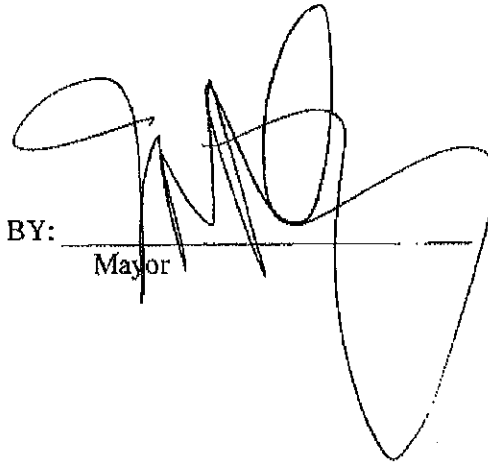
30th day of October, 2014



City Attorney

BY: _____

Mayor



COUNTY OF RIVERSIDE

By: _____

Chairman

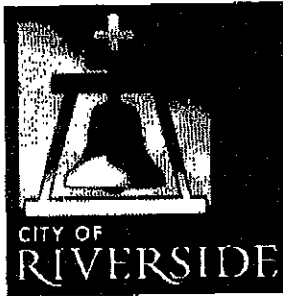
ATTEST:

Deputy

APPROVED AS TO FORM this

_____ day of _____, 2014

County Counsel



CITY COUNCIL MINUTES

TUESDAY, OCTOBER 28, 2014, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCILMEMBERS

City of Arts & Innovation

WARDS

ADAMS	7
PERRY	6
MACARTHUR	5
DAVIS	4
SUBIROUS	3
MELNDRIZ	2
GARDNER	1

MINUTES

MINUTES
The Minutes of the City Council meeting of October 21, 2014, were approved as presented.

RIVERSIDE POLICY PRINCIPLES FOR WATER PORTFOLIO

The City Council approved the recommendation of the City Council Utility Services/Land Use/Energy Development Committee to approve the Policy Principles for Water Portfolio Management as outlined in the written staff report.

CONSIDERATION OF MODIFICATIONS TO RULES OF PROCEDURE
AND ORDER OF BUSINESS

The City Council (1) referred to the Governmental Affairs Committee the following three issues relating to Resolution No. 22676 - Rules of Procedure and Order of Business for the City Council of the City of Riverside: (a) clarification of Section IX(C) Agenda - Procedure for Bringing Matters Before City Council (1) Persons Who May Place Matters on the Agenda; (b) consideration of modifications to Section IX(E)(1)(F) and IX(E)(2)(F) Agenda - Agenda Sequence and Order of Business; and (c) consideration of modifications to Section X(C) Oral Communications from the Audience; and (2) recommended staff to return to the City Council within 90 days with recommendations regarding the three issues.

MARCH JOINT POWERS AGREEMENT AMENDMENT

The City Council approved the Thirteenth Amendment to the March Joint Powers Agreement to authorize the March Joint Powers Authority to provide land use authority for a remnant parcel currently under the County of Riverside's land use authority located between Old 215 Frontage Road and Parcel D-3 East.

SURPLUS PROPERTY DECLARATION - MAIN/RUSSELL

The City Council (1) declared as surplus approximately .27 acres of vacant City-owned land located on the westerly side of Main Street adjacent to Russell Street, identified by Assessor's Parcel No. 209-091-012; and (2) authorized the marketing and sale of the property at fair market value in accordance with the City's Administrative Manual for the Disposition and Sale of City-Owned Real Property.

MORATORIUM ON BUILDING PERMITS - EXTENSION - UNIVERSITY
NEIGHBORHOODS - ORDINANCE ADOPTED

NEIGHBORHOODS - ORDINANCE ADOPTED
The City Council adopted an ordinance to extend an existing moratorium on building permits for the addition of bedrooms on existing R-1 - Single-Family

RECEIVED

OCT 30 2014

City of Riverside
City Clerk's Office

DATE:

CONTRACTOR: City of Moreno Valley and Perris; County of Riverside

DESCRIPTION: Joint Powers Agreement

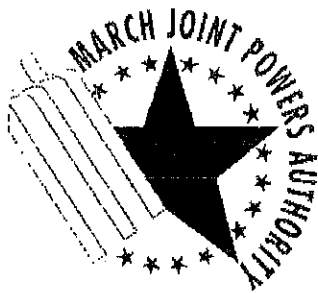
DEPARTMENT: City Manager's Office

BUDGET ACCOUNT (GL Key and Object):

DEPT. HEAD APPROVAL:




PLEASE RETURN TO: Nancy Bolt, City Clerk's Office, ext. 4276



"Bringing Good Jobs to Riverside County"

MEMORANDUM

To: Clerk
From: Carey L. Allen 
Date: March 6, 2015
Subject: 13th Amendment to the March Joint Powers Authority Agreement

RECEIVED

MAR 11 2015

City of Riverside
City Clerk's Office

Please find enclosed an executed copy of the most recent Amendment to the March Joint Powers Authority Agreement.

Thank you so much,

Carey Allen

March JPA

(951) 656-7000

allen@marchjpa.com

/cla

Exhibit 2



California

LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)Code:

Section: 1 or 2 or 1001

[Up^](#)[<< Previous](#)[Next >>](#)[cross-reference chaptered bills](#)[PDF](#)[Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV**TITLE 1. GENERAL [100 - 7931.000]** (Title 1 enacted by Stats. 1943, Ch. 134.)**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** (Division 7 enacted by Stats. 1943, Ch. 134.)**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** (Chapter 5 added by Stats. 1949, Ch. 84.)**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** (Article 1 added by Stats. 1949, Ch. 84.)

6500. As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

(Amended by Stats. 2011, Ch. 266, Sec. 1. (AB 307) Effective January 1, 2012.)

Exhibit 3



California

LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)Code:

Section: 1 or 2 or 1001

[Up^](#)[<< Previous](#)[Next >>](#)[cross-reference chaptered bills](#)[PDF](#)[Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV**TITLE 1. GENERAL [100 - 7931.000]** (Title 1 enacted by Stats. 1943, Ch. 134.)**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** (Division 7 enacted by Stats. 1943, Ch. 134.)**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** (Chapter 5 added by Stats. 1949, Ch. 84.)**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** (Article 1 added by Stats. 1949, Ch. 84.)

6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

(Amended by Stats. 2014, Ch. 386, Sec. 2. (AB 2170) Effective January 1, 2015.)

Exhibit 4



California

LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)

Code:

Section: 1 or 2 or 1001

[Up^](#)[<< Previous](#)[Next >>](#)[cross-reference chaptered bills](#)[PDF | Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV**TITLE 1. GENERAL [100 - 7931.000]** (Title 1 enacted by Stats. 1943, Ch. 134.)**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** (Division 7 enacted by Stats. 1943, Ch. 134.)**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** (Chapter 5 added by Stats. 1949, Ch. 84.)**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** (Article 1 added by Stats. 1949, Ch. 84.)

6509. Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

(Added by Stats. 1949, Ch. 84.)

Exhibit 5



California

LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)Code: Section: 6511.[Up^](#) [<< Previous](#) [Next >>](#) [cross-reference chaptered bills](#) [PDF](#) | [Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV**TITLE 1. GENERAL [100 - 7931.000]** (Title 1 enacted by Stats. 1943, Ch. 134.)**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** (Division 7 enacted by Stats. 1943, Ch. 134.)**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** (Chapter 5 added by Stats. 1949, Ch. 84.)**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** (Article 1 added by Stats. 1949, Ch. 84.)

6511. The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

(Added by Stats. 1949, Ch. 84.)

Exhibit 6



California

LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)Code:

Section: 6512.

[Up^](#) [<< Previous](#) [Next >>](#) [cross-reference chaptered bills](#) [PDF](#) | [Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV**TITLE 1. GENERAL [100 - 7931.000]** (Title 1 enacted by Stats. 1943, Ch. 134.)**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** (Division 7 enacted by Stats. 1943, Ch. 134.)**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** (Chapter 5 added by Stats. 1949, Ch. 84.)**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** (Article 1 added by Stats. 1949, Ch. 84.)

6512. The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

(Added by Stats. 1949, Ch. 84.)

Exhibit 7



State of California
March Hong Eu
Secretary of State

FILE NO. 1339

FILED
In the office of the Secretary of State
of the State of California

OCT - 8 1993

March Hong Eu
SECRETARY OF STATE

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 324-6773.
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: March Joint Powers Authority

Mailing address: %Community Services, City of Perris, 101 North D Street
Perris, CA 92570

Provide a short title of the agreement if applicable: Joint Powers Agreement between the
Cities of Moreno Valley, Perris and Riverside and the County of Riverside
for the Formation of the March Joint Powers Authority

The public agencies party to the agreement are:

(1) (see Exhibit "A" attached hereto)

(2) _____

(3) _____

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: September 7, 1993

Provide a condensed statement of the agreement's purpose or the powers to be exercised: Developing;
formulating and implementing plans for the organization, development and
establishment of program goals, objectives and priorities for the use and
reuse of March Air Force Base.

Date: October 5, 1993

Peter H. Lyons
Signature

PETER H. LYONS, Acting Legal Counsel
for March Joint Powers Authority
Typed Name and Title

The public agencies party to the agreement are:

- (1) City of Moreno Valley
- (2) City of Perris
- (3) City of Riverside
- (4) County of Riverside

Exhibit 8



State of California

Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT (Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 704, Sacramento, CA 95812-0704 (916) 324-6778
2. Include filing fee of \$5.00.
3. Do not include attachments.

FILE NO. 748

FILED
In the office of the Secretary of State
of the State of California

APR 25 1994

Tony Miller
TONY MILLER, Acting Secretary of State

(Office Use Only)

Date of filing initial notice with the Secretary of State: October 8, 1993

File number of initial notice: 1339

Name of Joint Powers agreement: March Joint Powers Authority

Mailing Address: March Joint Powers Authority, 1485 Graber Street, Suite 17
March Air Force Base, California 92518-1728

Complete one or more boxes below. The agreement has been amended to:

☐ Change the parties to the agreement as follows: _____

☐ Change the name of the administering agency or entity as follows: _____

☐ Change the purpose of the agreement or the powers to be exercised as follows: _____

☐ Change the short title of the agreement as follows: _____

☒ Make other changes to the agreement as follows: Assessments for funding obligations,

and revenues are to be shared equally by the public agencies which
are parties to the agreement unless as otherwise directed by
unanimous vote of the Joint
Powers Commission.

Peter H. Lyons
PETER H. LYONS, Acting Legal Counsel
for March Joint Powers Authority

Typed Name and Title

Exhibit 9

MARCH JOINT POWERS AUTHORITY



NOTICE OF REGULAR MEETING

of
The March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
The March Joint Powers Commission
of the
March JPA Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris
to the
Public and Members of the March Joint Powers Commission

Notice is hereby given that the Regular Meeting of the **March Joint Powers Commission of the March Joint Powers Authority** will be held at the March Joint Powers Authority Conference Center, 23533 Meyer Drive, Riverside, California 92518 on **Wednesday, September 18, 2013 at 8:30 a.m.**

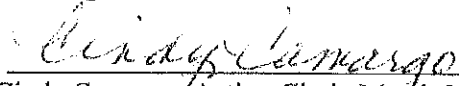
This Notice was posted on 09/12/13 at the following location:

JPA Conference Center
23533 Meyer Drive
Riverside, CA 92518

On September 12, 2013, Notice was sent to each member of the March Joint Powers Commission.

On September 12, 2013, Notice was sent to local newspapers of general circulation for announcement and general circulation.

I hereby certify that the foregoing Notice is a full, true, and correct copy of the Notice posted for the March Joint Powers Authority Commissioners Meeting.


Cindy Camargo, Acting Clerk, March Joint Powers Commission

REGULAR MEETING
of
The March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
The March Joint Powers Commission
of the
March JPA Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

September 18, 2013 - 8:30 AM

March Joint Powers Authority Commission
Meeting Location:

23533 Meyer Drive
Riverside, CA 92518

ALL MEETINGS ARE OPEN TO THE PUBLIC.

Interested persons are encouraged to participate in the activities of the JPA. Anyone wishing to speak on an agenda item or on an issue of general concern should complete a "Speaker's Request Form" available in the Meeting Room.

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

March Joint Powers Authority
23555 Meyer Drive Riverside, CA 92518
Phone: (951) 656-7000 FAX: (951) 653-5558

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

September 18, 2013 - 8:30 AM

March Joint Powers Authority Conference Center
23533 Meyer Drive
Riverside, CA 92518

REGULAR MEETING AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Approval of Minutes of the Regular Meeting held on July 17, 2013 (Page 6)**
6. **Approval of Minutes of the Study Session held on September 4, 2013 (Page 11)**
7. **Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.

8. **Public Comments**

Any person may address the Commission on any subject pertaining to the March Joint Powers Authority, March Inland Port Airport Authority, the Successor Agency to the March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limit of three (3) minutes shall be set for each person desiring to address the Commission. The JPC may not act on these matters except to refer the matters to staff or schedule the matters for a future agenda.

9. Consent Calendars

a. MJPA - Operations

- 1) Report: Financial Status Report (Page 18)
- 2) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities (Page 81)
- 3) Report: Update on Planning Activities (Page 84)
- 4) Report: Special Technical Advisory Committee Meeting (July 25, 2013) (Page 91)
- 5) Action: Approve a Foreign-Trade Subzone Operations Agreement between the March Joint Powers Authority and Skechers USA Inc. (Page 100)

b. MIPAA - Operations

- 1) Action: Approve a Cultural Resources Treatment and Tribal Monitoring Agreement with Pechanga Band of Luiseño Indians (Page 111)

10. Consent Calendar

a. MJPA-Successor Agency - Operations

- 1) Action: Adopt Resolution #JPA-SA 13-03 a Resolution of the March Joint Powers Commission of the March Joint Powers Authority, Serving as the Successor Agency to the Dissolved March Joint Powers Redevelopment Agency, Approving and Adopting a Recognized Obligation Payment Schedule for the period covering January 1, 2014 through June 30, 2014, pursuant to Health and Safety Code Section 34177(I) (Page 122)

11. Consent Calendar – MJPUA – Operations

- a.** Report: Financial Status Report (Page 133)

12. Commission Members Oral Reports/Announcements

13. Staff Members 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 REGARDING EXISTING LITIGATION March International Logistics Center, LLC -v- March Joint Powers Authority; March Joint Powers Redevelopment Agency; and Does 1 through 50, Inclusive, Superior Court of California, County of Riverside, Case No. RIC 1207681

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION City of Moreno Valley -v- Ana Matosantos, in her official capacity as Director of Finance, John Chiang, in his official capacity as State Controller, Paul Angulo, in his official capacity as Auditor-Controller of Riverside County; March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency; and DOES 1-100, Inclusive, Superior Court of California, Sacramento, Case No. 34-2013-80001478

CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATORS
Property: Riverside County Assessor Parcel Numbers 263-060-022, 263-060-024 and
263-060-026

Agency Negotiator: Lori M. Stone, Executive Director
Negotiating Parties: Darrell A. Butler
Under Negotiation: Price and terms of payment

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (d) of Section 54956.9 (2 or more cases)

16. Adjournment

Meeting Schedule

March Joint Powers Commission Study Session	October 2, 2013 – 8:30 a.m.
March Joint Powers Commission Meeting	October 16, 2013 – 8:30 a.m.
March Joint Powers Commission Study Session	November 6, 2013 – 8:30 a.m.

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), 23555 Meyer Drive, Riverside, California and are available for public inspection during regular office hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Written materials distributed to the March Joint Powers Commission within 72 hours of the Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 23555 Meyer Drive, Riverside, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

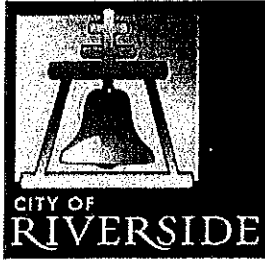
I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated: September 12, 2013

Signed: Cindy Camargo
Cindy Camargo, Acting Clerk of the March Joint Powers Commission

March Joint Powers Authority
23555 Meyer Drive, Riverside, CA 92518
Phone: (951) 656-7000 FAX: (951) 653-5558

Exhibit 10



City of Riverside

City Council

City of Arts & Innovation

Agenda - Revised

Mayor
Patricia Lock Dawson

Councilmembers:

Erin Edwards
Clarissa Cervantes
Ronaldo Fierro
Chuck Conder
Gaby Plascencia
Jim Perry
Steve Hemenway

Meeting Date: Tuesday, January 25, 2022
Publication Date: Friday, January 21, 2022

1:00 PM

View Virtual Meeting at
www.RiversideCA.gov/Meeting or
www.WatchRiverside.com
Originally Published: January 13, 2022

MISSION STATEMENT

The City of Riverside is committed to providing high quality municipal services to ensure a safe, inclusive, and livable community.

The City Council will conduct a virtual meeting.

The Art Pick Council Chamber will be closed to the public.

View live webcast at www.riversideca.gov/meeting or
www.WatchRiverside.com with open captions.

For telephone public comment or to listen to the meeting live via Zoom, call:

(669) 900-6833
Meeting ID: 926 9699 1265

Press *9 to be placed in the queue to speak when the agenda item is called.
Individuals in the queue will be prompted to unmute by pressing *6 to speak.
Time is limited to 3 minutes.

Dial in when the agenda item is called to be placed in the queue. Please follow along with the meeting via www.riversideca.gov/meeting, RiversideTV cable channels, or City social media live feeds to ensure you call in at the appropriate time for your item(s).

Public comments regarding items on this agenda or any matters within the jurisdiction of the City Council can be submitted by eComment at www.riversideca.gov/meeting until two hours before the meeting.
Email comments to City_Clerk@riversideca.gov.

* * * * *

Pursuant to the City Council Meeting Rules adopted by Resolution No. 23618, the Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

The City of Riverside is committed to fostering a respectful workplace that requires all employees and external stakeholders to embrace a culture of transparency and inclusivity. This includes acceptable behavior from everyone; a workplace that provides dignity, respect, and civility to our employees, customers, and the public they serve. City meetings should be a place where all members of our community feel safe and comfortable to participate. While there could be a high level of emotion associated with topics on this agenda, the City would like to set the expectation that all members of the public use language appropriate to a collaborative, professional, and respectful public environment.

The City is resolute in its commitment to eliminate any form of harassment, discrimination, or retaliation in the workplace. The City maintains a zero-tolerance policy for harassment, discrimination, and retaliation in compliance with new harassment and discrimination laws.

The City of Riverside wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by 42 U.S.C. §12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City's ADA Coordinator at 951-826-5427 at least 72 hours before the meeting, if possible. TTY users call 7-1-1 for telecommunications relay services (TRS).

Agenda related writings or documents provided to the City Council are available at www.riversideca.gov/meeting.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council.

1 P.M.

MAYOR CALLS MEETING TO ORDER

PUBLIC COMMENT

- 1 You are invited to participate by phone at (669) 900-6833 and enter Meeting ID: 926 9699 1265 to comment on Closed Sessions and any matters within the jurisdiction of the City Council. Press *9 to be placed in the queue to speak when the agenda item is called. Individuals in the queue will be prompted to unmute by pressing *6 to speak - Individual audience participation is limited to 3 minutes.

COMMUNICATIONS

- 2 Intergovernmental relations and legislative update (City Manager) (All Wards) (5-minute presentation)
- 3 Homeless solutions update (City Manager) (All Wards) (5-minute presentation)
- 4 Sustainability update (City Manager) (All Wards) (5-minute presentation)
- 5 Pertinent health, safety, and security updates (City Manager) (All Wards) (5-minute presentation)
- 6 Legal update (City Attorney) (All Wards) (5-minute presentation)

DISCUSSION CALENDAR

This portion of the City Council Agenda is for all matters where staff and public participation is anticipated. Individual audience participation is limited to 3 minutes.

- 6a Waive Sunshine Ordinance--With full quorum, five affirmative votes required to add this item to published agenda; with less than full quorum, four affirmative votes required - Need to take immediate action, which came to the attention of the local body after the agenda was posted per Section 4.05.050(D)(1)(a) of Sunshine Ordinance (All Wards)

Attachments: Report
Presentation

- 6b A Resolution of the City of Riverside, California, authorizing the receipt of funding in the amount of ten million dollars (\$10,000,000) from the State of California ("State") as provided for in its Budget Act of 2021 ("Budget Act"), as amended by Budget Bill Jr. (SB129), Chapter 69, Control Section 19.56(b)(211) for the TruEvolution Project Legacy Housing Project, a 23 bedroom permanent supportive housing project to be located at 4132 University Avenue, 3839-3879 Brockton Avenue, and 4145 9th Street, and authorizing the execution of all required documents by the City Manager or his Designee - Waive further reading - Rehabilitation Agreement with Young Scholars for Academic Empowerment, dba TruEvolution, Inc., for \$10,000,000 of State pass-through grant funds to complete Project Legacy transitional housing project - 3839, 3853, 3865, 3879 Brockton Avenue, 4145 9th Street, and 4132

University Avenue - Supplemental appropriation - Five affirmative votes required (Ward 1)

Attachments: Report
 Resolution
 Agreement
 Standard Agreement dated 10-21-21
 Presentation

CLOSED SESSIONS

Time listed is approximate. The City Council may adjourn to the below listed Closed Sessions at their convenience during this City Council meeting.

- 6c Pursuant to Government Code §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning The Samuel Lawrence Foundation v. California Coastal Commission, Second District Court of Appeal Case No. B316981

Attachments: Report

- 7 This item has been removed from the agenda.
- 8 This item has been removed from the agenda.
- 9 This item has been removed from the agenda.
- 10 This item has been removed from the agenda.
- 11 Pursuant to Government Code §54956.9(d)(2) to confer with and/or receive advice from legal counsel concerning significant exposure to litigation - one case

Attachments: Report

- 12 Pursuant to Government Code §54956.9(d)(4) to confer with and/or receive advice from legal counsel concerning the City Council deciding whether to initiate litigation - one case

Attachments: Report

- 13 Pursuant to Government Code §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of all Executive Management employees including the City Attorney and City Clerk, all Management and Confidential employees as defined by PERS, Fire Management Unit, Riverside City Firefighters Association, Riverside Police Officers Association (Police and Police Supervisory Units), Service Employees International Union #721, International Brotherhood of Electrical Workers #47, and Riverside Police Administrators Association

Attachments: Report

3 P.M.

PUBLIC HEARINGS/PLANNING REFERRALS AND APPEALS

Audience participation is encouraged. Public comments are limited to 3 minutes.

- 14 CONTINUED FROM 1-18-22 - Cases P20-0025, P19-0626, P19-0627, P20-0258, P20-0282, and P20-0024 - Darrell Butler and Khosro Khaloghli of KB Development - A Resolution of the City Council of the City of Riverside, California, certifying the Final Environmental Impact Report (FEIR) for the Sycamore Hills Distribution Center; making certain Findings of Fact related thereto, adopting a Statement of Overriding considerations, and adopting a Mitigation Monitoring and Reporting Program, all pursuant to the California Environmental Quality Act (CEQA) finding FEIR (a) has been completed in compliance with CEQA (Public Resources Code 21000 et seq.), (b) was presented to City Council and City Council reviewed and considered information contained in FEIR prior to approving project; and (c) reflects City's independent judgment and analysis, and making certain findings of fact - Waive further reading - Concur with findings contained in FEIR, CEQA Resolution, case file and administrative record - Adopt Findings of Fact - Adopt Statement of Overriding Considerations - Adopt Mitigation Monitoring and Reporting Program - Find that no feasible alternatives to project have been proposed that will avoid or substantially lessen significant environmental effects as set forth in FEIR - Reject all late comments as untimely - Approve Case P20-0025 Parcel Map to subdivide project site into two parcels and three lettered parcels, P19-0626 Minor Conditional Use Permit to permit two warehouses totaling 603,100 square feet on 48.64 acres, P19-0627 Design Review for proposed site design and building elevations, P20-0258 Variances to allow installation of combination retaining and freestanding walls with retaining portions ranging in height from 6.4 to 7.6 feet, where a maximum retaining portion height of 4 feet is permitted by Zoning Code; to allow combination retaining and freestanding walls with combined height of 14.4 feet, where a maximum combined height of 10 feet is permitted by Zoning Code; and to allow total of 388 parking spaces for Building A, where a minimum of 430 parking spaces are required by Zoning Code, P20-0282 Grading Exception to allow three retaining walls up to 11.5 feet in height, where Grading Code allows maximum height of 6 feet, and P20-0024 Environmental Impact Report to facilitate development of two warehouse buildings totaling 603,100 square feet on 48.64 acres - North side of Alessandro Boulevard, east of Barton Street, and west of San Gorgonio Drive (Community and Economic Development) (Ward 2) (5-minute presentation)

Attachments: ReportAttachment A - GSEJA Appeal Withdrawal LetterAttachment B - Public Comment LettersAttachment C - City Council Minutes - December 14, 2021Attachment D - Revised Recommended Conditions of ApprovalAttachment E- CC Report 12-14-21Presentation 1.25.22Notice 1-25-22ResolutionCEQA Findings of FactMitigation Monitoring and Monitoring ProgramPC Report - 8-19-21Attachment 2b - Site PhotosAttachment 2c - ExhibitsAttachment 2d - Project PlansAttachment 2e - Project PlansAttachment 2f - Project PlansAttachment 2g - Location Site, PC ExhibitsPC Recommended Conditions - 8-19-21PC Minutes - 8-19-21Attachment 5 - Drainages and Restricted Property MapAttachment 6 - GSEJA - AppealAttachment 7 - Public Comment LettersPresentation 12.14.21Attachment 8a - Final EIRAttachment 8b - Final EIRAttachment 8c - Final EIR - Appendix CAttachment 8d - Final EIR - Appendix DAttachment 8e - Final EIR - Appendix HAttachment 8f - Final EIR - Appendix MAttachment 8g - Final EIR - Appendix NAttachment 8h - Final EIR - Appendix OAttachment 9a - Draft EIRAttachment 9b - Draft EIRAttachment 9c - Draft EIRAttachment 9d - Draft EIRAttachment 9e - Draft EIRAttachment 9f - Draft EIR

Attachment 9g - Draft EIR

Attachment 9h - Draft EIR

Attachment 9i - Draft EIR Appendix A - NOP - Initial Study - Comment Letters

Attachment 9j - Draft EIR Appendix B - GP and SP Policy Consistency

Attachment 9k - Draft EIR Appendix C - Air Quality Impact Analysis and Health I

Attachment 9l - Draft EIR Appendix D - Biological Resources - MSHCP, DBESP

Attachment 9m - Draft EIR Appendix D - Biological Resources - MSHCP, DBES

Attachment 9n - Draft EIR Appendix E - Cultural Resources Assessment

Attachment 9o - Draft EIR Appendix F - Energy Analysis

Attachment 9p - Draft EIR Appendix G - Geotechnical Evaluation, Deep Percola

Attachment 9q - Draft EIR Appendix H - Greenhouse Gas Analysis

Attachment 9r - Draft EIR Appendix I - Phase I ESA

Attachment 9s - Draft EIR Appendix I - Phase I ESA

Attachment 9t - Draft EIR Appendix J - Drainage Study and WQMP

Attachment 9u - Draft EIR Appendix J - Drainage Study and WQMP

Attachment 9v - Draft EIR Appendix J - Drainage Study and WQMP

Attachment 9w - Draft EIR Appendix J - Drainage Study and WQMP

Attachment 9x - Draft EIR Appendix K - Noise Analysis

Attachment 9y - Draft EIR Appendix L - Traffic and VMT Analysis

Attachment 9z - Draft EIR Appendix L - Traffic and VMT Analysis

6:15 P.M.

INVOCATION - Mayor Lock Dawson

MAYOR/COUNCILMEMBER COMMUNICATIONS

- 15 Brief reports on conferences, seminars, and regional meetings attended by Mayor and City Council, Ward updates, and announcements of upcoming events

DISCUSSION CALENDAR

This portion of the City Council Agenda is for all matters where staff and public participation is anticipated. Individual audience participation is limited to 3 minutes.

- 16 Mobility & Infrastructure Committee recommends Air quality improvement fund update to include recommended changes to funded programs - Retire Alternative Fuel Vehicle Rebate Program effective January 31, 2022 (Public Works) (All Wards) (10-minute presentation)

Attachments: Report
Presentation

7 P.M.**PUBLIC COMMENT**

- 17 You are invited to participate by phone at (669) 900-6833 and enter Meeting ID: 926 9699 1265 to comment on Consent Calendar items and any matters within the jurisdiction of the City Council. Press *9 to be placed in the queue to speak when the agenda item is called. Individuals in the queue will be prompted to unmute by pressing *6 to speak - Individual audience participation is limited to 3 minutes.

CONSENT CALENDAR - Item # 19-31

All matters listed under the CONSENT CALENDAR are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request specific items be removed from the Consent Calendar for separate action.

- 18 Announcement of Measure Z funded Item No. 20

Attachments: Measure Z funded item

City Clerk

- 19 Minutes of January 11, 2022

Attachments: Revised Minutes

Minutes

City Manager

- 20 MEASURE Z - Second Amendment to Agreement with Kingdom Causes, Inc., dba City Net, for \$815,275.60 for total contract amount of \$1,052,914.60 from Measure Z - Homeless Services Account for case management to Rental Assistance Program participants through April 9, 2023 (All Wards)

Attachments: Report

Agreement

- 21 CalHome Program and Community Development Block Grant Agreement with Neighborhood Partnership Housing Services, Inc., for \$350,000 from Community Development Block Grant and CalHome Program Reuse Accounts for administration of Fiscal year 2021-2022 Citywide Housing Rehabilitation Program (All Wards)

Attachments: Report

Agreement

Human Resources

- 22 A Resolution of the City Council of the City of Riverside, California, amending Resolution No. 21052 and the Master Fringe Benefits and Salary Plan to approve the adjustments to the salary ranges for the Deputy General Services Director, Utilities Dispatch Superintendent, Utilities Electric Operations Manager and the Utilities Electric Field Manager; and approve the modification of the Fringe Benefits and Salary Plan, Part II, Section 5, Salary Differentials to include the Safety Lead assignment. - Waive further reading (All Wards)

Attachments: Report
 Resolution
 Job Code Table
 FBSP

Mayor

- 23 Mayor Lock Dawson recommends authorization for Office of the Mayor to submit Clean California Local Grant Program application to California Department of Transportation for not to exceed \$5 million in partnership with Salvation Army as sub-applicant for funding of beautification projects to be fulfilled by Salvation Army's First Impressions Program and for Public Works Department, as sub applicant, to submit Clean California Local Grant Program application to California Department of Transportation for not to exceed \$5 million in partnership with Riverside County Transportation Agency and Riverside Transit Agency for improvements along Commerce Street adjacent to Downtown Metrolink station, along with improvements at Hunter Business Park Station, and pedestrian and bicycling improvements leading to Downtown Metrolink Station (All Wards)

Attachments: Report

Police

- 24 Purchase order with Dooley Enterprise, Inc., for \$61,183.68 from General Fund, Police Department, Special Department Supplies Account for various types of Police Department authorized ammunition (All Wards)

Attachments: Report
 Quote

- 25 A Resolution of the City Council of the City of Riverside, California, accepting the State of California, Department of Justice's 2021-22 Tobacco Grant Program award of \$218,502 to increase enforcement activity aimed at reducing illegal sales and marketing of cigarettes and tobacco related products, including e-cigarettes, to minors for the period of July 1, 2021 through June 30, 2024, and authorizing the

City Manager, or his designee, to enter into and execute all of the necessary grant documents - Waive further reading (All Wards)

Attachments: Report
 Resolution

Public Utilities

- 26 Agreement with Ice Bear SPV No. 1, LLC, dba Thule Energy Storage, for \$705,603 from Public Utilities Ice Bear Unit Maintenance Account for CoolData Platform and Preventative Maintenance and optional as-needed Break-fix repair services for 111 active Ice Bear units for five-year term (All Wards)

Attachments: Revised Report
 Report
 Agreement
 Presentation

Public Works

- 27 Award Bid 7869 to TVR Construction Engineering, LLC., Riverside, for \$295,400 from Special Gas Tax Curb/Gutter Repair and Sidewalk Repair Accounts for Citywide curb, gutter, sidewalk, and American Disabilities Act ramp repairs (All Wards)

Attachments: Report
 Project Location Map
 Bid Award Recommendation

- 28 Public Service Agreement with Victoria Avenue Forever for volunteer services along Victoria Avenue to include garden care, planting trees, roses, and other ornamental plants, community cleanup and additional special events with annual automatic renewals for total of five renewals (Ward 3, 4, and 5)

Attachments: Report
 Agreement

- 29 Cooperative Funding Agreement with Riverside County Flood Control and Water Conservation District for \$3,555,000 for Box Springs Master Drainage Plan Line D, Stage 1 Project No. 1-0-00089 - Supplemental appropriation - Five affirmative votes required (Ward 2)

Attachments: Report
 Project Location Map
 Cooperative Funding Agreement

- 30 Final Parcel Map 33375 - Uttampar, Inc. - Subdivide 1.6 vacant acres into four single family residential parcels - A Resolution of the City Council of the City of Riverside, California, accepting the Final Map of Parcel No. 33375 - Waive further reading - Accept agreement and sureties for faithful performance and labor and material bonds - Southerly terminus of Copperfield Avenue and westerly of Hawarden Drive (Ward 2)

Attachments: Report
Resolution
Map
Agreement for Construction of Improvements
Faithful Performance Bond
Labor and Material Bond
Conditions of Approval

- 31 Award Bid 7800 to Torres Sanitation Systems Construction, South Gate, for \$182,000 from Sewer Fund Priority Pipe/Manhole Account for Citywide sewer manhole repairs (All Wards)

Attachments: Report
Project Location Map
Bid Award Recommendation

COMMUNICATIONS

- 32 City Attorney report on Closed Session discussions
- 33 Items for future City Council consideration as requested by Mayor or Members of the City Council - City Manager/City Attorney reports

* * * * *

*The next regular City Council meeting is scheduled for
Tuesday, February 1, 2022*

*City Council meetings broadcast with closed captioning available on
AT&T Channel 99,
Charter Spectrum Channel 3,
and Frontier Cable Channel 21
Rebroadcast Wednesdays at 9 p.m., Fridays at 1 p.m., and Saturdays at 9 a.m.*

*View live Webcast of the City Council Meeting at:
www.RiversideCA.gov/Meeting or www.WatchRiverside.com*

Follow on Twitter:

City of Riverside (@riversidecagov)
Parks, Recreation, and Community Services (@rivcaparkandrec)
Riverside Fire Department (@RivCAFire)
Riverside Police Department (@RiversidePolice)
Riverside Public Utilities (@RPUNews)

* * * * *

Sign up to receive critical information such as unexpected road closures, utility outages, missing persons, and evacuations of buildings or neighborhoods.

www.RiversideAlert.com



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JANUARY 25, 2022**
FROM: COMMUNITY & ECONOMIC DEVELOPMENT **WARD: 2**
DEPARTMENT

SUBJECT: CERTIFY THE ENVIRONMENTAL IMPACT REPORT FOR PLANNING CASES P20-0025 PARCEL MAP, P19-0626 MINOR CONDITIONAL USE PERMIT, P19-0627 DESIGN REVIEW, P20-0258 VARIANCE, P20-0282 GRADING EXCEPTION, AND P20-0024 ENVIRONMENTAL IMPACT REPORT; AND APPROVE THE PROPOSAL BY DARRELL BUTLER AND KHOSRO KHALOGHLI OF KB DEVELOPMENT FOR THE CONSTRUCTION OF TWO WAREHOUSE BUILDINGS TOTALING 603,100 SQUARE FEET - SITUATED ON THE NORTH SIDE OF ALESSANDRO BOULEVARD, EAST OF BARTON STREET AND WEST OF SAN GORGONIO DRIVE

ISSUE:

Certify the Environmental Impact Report (EIR) for Planning Cases P20-0025 Parcel Map, P19-0626 Minor Conditional Use Permit, P19-0627 Design Review, P20-0258 Variance, P20-0282 Grading Exception and P20-0024 Environmental Impact Report; and approve the proposal by Darrell Butler and Khosro Khaloghli of KB Development to facilitate the development of two warehouse buildings totaling 603,100 square feet on 48.64 acres, situated on the north side of Alessandro Boulevard, east of Barton Street, west of San Gorgonio Drive (Project).

RECOMMENDATIONS:

That the City Council:

1. Adopt the attached Resolution certifying the Final Environmental Impact Report for the Sycamore Hills Distribution Center and finding that the Final Environmental Impact Report:
 - a. Has been completed in compliance with the California Environmental Quality Act;
 - b. Was presented to the City Council and the City Council reviewed and considered the information contained in the Final Environmental Impact Report prior to approving the Project; and
 - c. Reflects the City's independent judgment and analysis and making certain findings of fact.

2. Concur with the findings contained in the Final Environmental Impact Report, the attached California Environmental Quality Act Resolution, the case file and the administrative record, and adopt the Findings of Fact attached to the California Environmental Quality Act Resolution;
3. Adopt the Statement of Overriding Considerations attached to the California Environmental Quality Act Resolution;
4. Adopt the Mitigation Monitoring and Reporting Program attached to the California Environmental Quality Act Resolution;
5. Find that no feasible alternatives to the Project have been proposed that will avoid or substantially lessen the significant environmental effects as set forth in the Final Environmental Impact Report;
6. Reject all late comments as untimely; and
7. Approve Planning Cases P20-0025 Parcel Map, P19-0626 Minor Conditional Use Permit, P19-0627 Design Review, P20-0258 Variance, P20-0282 Grading Exception, and P20-0024 Environmental Impact Report, based on and subject to the Planning Commission findings and recommended conditions found in the attached staff report.

BACKGROUND:

On August 23, 2021, a timely appeal was filed from Hannah Bentley of Blum Collins, LLP, on behalf of Golden State Environmental Justice Alliance (GSEJA). The appeal letter indicated the DEIR is inaccurate and disagreed with the conclusions. The appeal also claimed the Planning Commission approved the project without a Final EIR. On December 9, 2021, GSEJA withdrew their appeal, indicating the applicant has addressed their environmental concerns. (Attachment A).

After the publication of the City Council Memorandum and prior to the City Council hearing on December 14, 2021, the City Council received two letters requesting clarification of noticing and project features and four comment letters expressing opposition to the project (Attachment B). In order to allow the applicant and staff adequate time to review and address the comment letters, the City Council approved, by a vote of 6 ayes and 1 abstention, a 30-day continuance (Attachment C).

For additional background, please refer to the December 14, 2021, City Council Memorandum and Attachments (Attachment F).

DISCUSSION:

The following concerns were raised in the comment letters received prior to the December 14, 2021, City Council hearing:

1. Comment: Four of the letters expressed opposition to the project based on concerns regarding truck traffic on Alessandro, negative air quality impacts, and impacts to Sycamore Canyon Wilderness Park.

Response: Impacts related to truck traffic, air quality, and the Sycamore Canyon Wilderness Park have been analyzed and addressed in the Final Environmental Impact Report. With implementation of the recommended mitigation measures and conditions of approval, the impacts related to the project are less than significant.

2. Comment: Truck traffic should be restricted from heading westbound along Alessandro Boulevard.

Response: Per Condition of Approval #106.d, truck traffic will be restricted from heading westbound on Alessandro Boulevard. Additionally, the City has an existing axle restriction in place along Alessandro Boulevard at Trautwein Road.

3. Comment: Clarification regarding widening of Barton Street to accommodate additional truck traffic and turning movements onto and from Alessandro Boulevard.

Response: Per Condition of Approval #107.a, Barton Street will be widened along the project frontage; at the intersection of Barton Street and Alessandro Boulevard the project will construct an exclusive southbound left-turn lane and provide a minimum of 100 feet of vehicle stacking.

4. Comment: Clarification regarding project contribution to ongoing road maintenance of Alessandro Boulevard.

Response: The project will be required to pay one-time City transportation development impact fees and contribute to the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) program.

5. Comment: Clarification on outreach to County of Riverside residences and residents.

Response: Due to the COVID-19 pandemic, outreach efforts by the applicant were restricted during much of the project. The majority of the project EIR analysis and plans were completed as restrictions began to be lifted. A public notice was advertised in the Press Enterprise on July 28, 2020, July 30, 2021, and November 30, 2021. Individual notices were sent to property owners within 1,500 feet (300 feet required by State and City requirements) of the project site on these dates as well. Finally, the applicant attended a meeting on December 8, 2021, organized by Councilmember Cervantes, to answer questions from the community regarding the project.

6. Comment: Clarify if the driveway at Vista Grande drive would be restricted to right-in-right-out movements, or if it would become a full intersection for automobile and truck traffic.

Response: Per Conditions of Approval #106.a, and 106.d, the Vista Grande driveway will be converted to a full signalized intersection by the applicant.

7. Comment: The traffic signal east of Barton Street and west of Vista Grande Drive should not be removed.

Response: The applicant has agreed to work with the City and the adjacent property owner at the northeast corner of Alessandro Boulevard and Barton Street to explore alternatives to the removal of the traffic signal. Conditions of Approval #106 and #107 have been modified to reflect this change (Attachment D).

The comment letters did not include any additional information that has not already been

addressed in the EIR, Planning Commission staff report, or the December 14, 2021, City Council Memorandum and Attachments (Attachment F).

PUBLIC COMMENTS

During public comment at the City Council hearing on December 14, 2021, the following concern was raised:

1. Comment: Lack of Notice.

Response: The Planning Division noticed the Scoping Meeting, Planning Commission hearing, and City Council Hearing consistent with State and City requirements. Refer to Response #5, under the Discussion section, above for more information.

STRATEGIC PLAN ALIGNMENT:

This item contributes to **Strategic Priority 3 – Economic Opportunity (Goal 3.3 – Cultivate a business climate that welcomes entrepreneurship and investment)**.

The Project aligns with each of the Cross-Cutting Threads as follows:

1. **Community Trust** – As part of the environmental review process for the proposed project, a Scoping Meeting was held with the community. The Good Neighbor Guidelines 2020 were considered as the project was being designed; the Project complies with all applicable Good Neighbor Guidelines 2020. The project was also considered at a public meeting held by the City Planning Commission where public comment is part of the process.
2. **Equity** – The proposed project will provide employment opportunities available to all residents.
3. **Fiscal Responsibility** – The applicant is responsible for all project costs. Additionally, the Project will increase Business Tax revenue when the distribution center is open for business.
4. **Innovation** – The proposed project is a well-designed project in the area, sensitive to the adjacent Sycamore Canyon Wilderness Park, biological habitat, and single-family residences.
5. **Sustainability & Resiliency** – The proposed project will be required to follow all requirements related to water collection, recycling, and conservation.

FISCAL IMPACT:

There is no fiscal impact since all Project costs are borne by the Applicant.

Prepared by: David Welch, Community & Economic Development Director

Certified as to

availability of funds: Edward Enriquez, Chief Financial Officer/City Treasurer

Approved by: Rafael Guzman, Assistant City Manager

Approved as to form: Phaedra A. Norton, City Attorney

Attachments:

- A. Appeal Withdrawal Letter – December 9, 2021
- B. Public Comments
- C. City Council Minutes - December 14, 2021
- D. Revised Recommended Conditions of Approval
- E. Presentation
- F. City Council Memorandum and Attachments – December 14, 2021



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: DECEMBER 14, 2021

FROM: COMMUNITY & ECONOMIC DEVELOPMENT WARD: 2
DEPARTMENT

SUBJECT: CERTIFY THE ENVIRONMENTAL IMPACT REPORT FOR PLANNING CASES P20-0025 PARCEL MAP, P19-0626 MINOR CONDITIONAL USE PERMIT, P19-0627 DESIGN REVIEW, P20-0258 VARIANCE, P20-0282 GRADING EXCEPTION, AND P20-0024 ENVIRONMENTAL IMPACT REPORT; DENY THE APPEAL OF THE PLANNING COMMISSION RECOMMENDATION BY GOLDEN STATE ENVIRONMENTAL JUSTICE ALLIANCE; AND APPROVE THE PROPOSAL BY DARRELL BUTLER AND KHOSRO KHALOGHLI OF KB DEVELOPMENT FOR THE CONSTRUCTION OF TWO WAREHOUSE BUILDINGS TOTALING 603,100 SQUARE FEET - SITUATED ON THE NORTH SIDE OF ALESSANDRO BOULEVARD, EAST OF BARTON STREET AND WEST OF SAN GORGONIO DRIVE

ISSUE:

Certify the Environmental Impact Report for Planning Cases P20-0025 Parcel Map, P19-0626 Minor Conditional Use Permit, P10-0627 Design Review, P20-0258 Variance, P20-0282 Grading Exception and P20-0024 Environmental Impact Report; deny the appeal of the Planning Commission recommendation by Golden State Environmental Justice Alliance; and approve the proposal by Darrell Butler and Khosro Khaloghli of KB Development to facilitate the development of two warehouse buildings totaling 603,100 square feet on 48.64 acres, situated on the north side of Alessandro Boulevard, east of Barton Street, west of San Gorgonio Drive (Project).

RECOMMENDATIONS:

That the City Council:

1. Adopt the attached Resolution certifying the Final Environmental Impact Report for the Sycamore Hills Distribution Center and finding that the Final Environmental Impact Report:
 - a. Has been completed in compliance with the California Environmental Quality Act;
 - b. Was presented to the City Council and the City Council reviewed and considered the information contained in the Final Environmental Impact Report prior to approving the Project; and
 - c. Reflects the City's independent judgment and analysis and making certain findings of fact.

2. Concur with the findings contained in the Final Environmental Impact Report, the attached California Environmental Quality Act Resolution, the case file and the administrative record, and adopt the Findings of Fact attached to the California Environmental Quality Act Resolution;
3. Adopt the Statement of Overriding Considerations attached to the California Environmental Quality Act Resolution;
4. Adopt the Mitigation Monitoring and Reporting Program attached to the California Environmental Quality Act Resolution;
5. Find that no feasible alternatives to the Project have been proposed that will avoid or substantially lessen the significant environmental effects as set forth in the Final Environmental Impact Report;
6. Reject all late comments as untimely;
7. Deny the appeal of the Planning Commission recommendation by Golden State Environmental Justice Alliance; and
8. Approve Planning Cases P20-0025 Parcel Map, P19-0626 Minor Conditional Use Permit, P19-0627 Design Review, P20-0258 Variance, P20-0282 Grading Exception, and P20-0024 Environmental Impact Report, based on and subject to the Planning Commission findings and recommended conditions found in the attached staff report.

PLANNING COMMISSION RECOMMENDATION:

On August 19, 2021, the City Planning Commission, by a vote of 7 ayes, 1 no, and 0 abstentions, recommended that the City Council approve the Project and find that: 1) the Draft Environmental Impact Report (EIR) has been completed in compliance with the California Environmental Quality Act (CEQA); 2) the Project will have a significant effect on the environment; but 3) there are no feasible alternatives to the project or mitigation measures that will avoid or substantially lessen the significant environmental effects as identified in the Draft Environmental Impact Report for project specific and cumulative impacts to Transportation/Vehicle Miles Traveled (Attachments 2, 3 and 4).

BACKGROUND:

The project site consists of three contiguous vacant parcels, totaling approximately 48.64 acres, with an average natural slope of 7.49 percent. The three parcels are irregular in shape, with frontage on Alessandro Boulevard and Barton Street. The topography includes natural rolling terrain and undulating hills descending gradually from a west to east direction.

Surrounding land uses include the Sycamore Canyon Wilderness Park to the north, vacant parcels to the east, Barton Street and a wastewater treatment plant to the west, and Citywide Self-Storage Facility and Alessandro Boulevard to the south. Commercial and residential uses are located south of Alessandro Boulevard, within the City and County of Riverside jurisdictions.

Approximately 41 acres of the project site is comprised of non-native vegetation; the remaining five acres are comprised of riparian woodland. Granitic rock outcroppings are located throughout the western portion of the site. The project site contains two jurisdictional features: (Drainage A and Drainage B) which consist of riparian/riverine habitat and associated drainage. Drainage A crosses the western portion of the site from west to east. Drainage B crosses the middle of the

site and flows from south to north. There is also a riparian area (Area C) located at the south of the site; this area contains riparian dominated habitat but does not exhibit a channel or drainage feature (Attachment 5).

The project site contains 11.6-acres of Restricted Property for preservation of jurisdictional drainages and riparian habitat. This extends along the southern boundary, facing Alessandro Boulevard, and continues northwards through the middle of the site. The Restricted Property was created to mitigate impacts associated with the construction of the Grove Community Church located at 19900 Grove Community Drive. Future development is required to maintain and preserve the Restricted Property (Attachment 5).

For additional background, please refer to the August 19, 2021, City Planning Commission staff report, recommended conditions of approval and minutes (Attachments 2, 3, and 4).

DISCUSSION:

Project Description

The Project consists of the subdivision of the Project Site into two numbered and three lettered lots, and the construction and operation of two warehouse distribution buildings totaling 603,100 square feet.

The following summarizes the proposed project:

- **Parcel 1** is situated on the east side of the project site and consists of 24.31 acres. Parcel 1 is proposed to be developed with a 400,000 square foot warehouse building (**Building A**) consisting of 390,000 square feet of warehouse area and 10,000 square feet of office area.

A total of 39 dock doors are proposed on the west side of Building A, and 49 dock doors are proposed on the east side of Building A. The loading docks will be screened by 15-foot-high concrete tilt-up walls painted to match the building. A total of 388 parking spaces and 110 trailer parking spaces are proposed for Building A.

A driveway on Alessandro Boulevard provides access to Building A. As part of the proposal, an existing traffic signal to the west of Parcel 1, located at Alessandro Boulevard and the driveway entrance to Citywide Self-Storage, will be removed. A new traffic signal will be installed at Vista Grande Drive and the driveway for Parcel 1.

- **Parcel 2** is situated on the west side of the project site and consists of 10.32 acres. Parcel 2 is proposed to be developed with a 203,100 square foot warehouse building (**Building B**) consisting of 193,100 square feet of warehouse space and 10,000 square feet of office area.

A total of 34 dock doors are proposed on the south side of the building. The loading docks will be screened by 15-foot-high concrete tilt-up walls painted to match the building. Building B will be served by 235 parking spaces and 45 trailer parking spaces.

Access to the building will be provided via two driveways on Barton Street. Parcel 1 will be separated from Parcel 2 by the Restricted Property (portion of Parcel A); no vehicular or pedestrian access is provided between the parcels.

- **Parcels A and B** are located along the south of the project site, adjacent to Alessandro

Boulevard and extend north through the middle of the project site. These parcels are Restricted Property; development is prohibited within the Restricted Property.

Parcels A and B are bisected by the access driveway leading to Parcel 1. The access driveway will include two metal culverts allowing drainage and wildlife connectivity between Parcels A and B. The proposed project includes removal of 0.81 acres of the existing Restricted Property for the access driveway, and the incorporation of an additional 1.44 acres to the Restricted Property resulting in a total area of 12.23 acres. Parcels A and B will be managed in perpetuity by a professional conservation organization funded by the applicant.

- **Parcel C** is situated on the north of Parcel 2 and consists of 1.18 acres. Parcel C is proposed to be developed with a decomposed granite trailhead parking lot for the Sycamore Canyon Wilderness Park and includes 53 parking spaces, landscaping, shade structures, and drinking fountains. Trail fencing, gates, and signage will also be installed to direct access, circulation, and trail connection to the existing trailhead at the northerly terminus of Barton Street. The proposed trailhead parking lot is not required but is being provided by the applicant as an amenity for resident use. Access to the trailhead parking lot will be provided via a driveway on Barton Street. The parking lot and trailhead in Parcel C will be dedicated to the City and operated and managed by the City's Parks, Recreation, & Community Services Department.

The applicant has indicated Buildings A and B will operate 24 hours a day, 7 days a week. There are no specific tenants identified for the buildings. Construction is anticipated to last approximately 15 months.

Required Entitlements

Implementation of the Project requires approval of the following entitlements:

- *Parcel Map No. 37789*: To subdivide the 48.64-acre project site into two numbered and three lettered parcels;
- *Minor Conditional Use Permit*: To permit two warehouses totaling 603,100 square feet on 48.64 acres;
- *Design Review*: Site design and building elevations;
- *Variances*:
 - To allow a total of 388 parking spaces for Building A, where a minimum of 430 parking spaces are required by the Zoning Code.
 - To allow two combination freestanding and retaining walls along the easterly property line of Parcel 1, wherein the retaining portion is higher than the 4 feet as permitted by the Zoning Code, as follows:
 - Installation of 132 linear feet of combination freestanding and retaining wall where the retaining portion is up to 6.4 feet in height.
 - Installation of 204 linear feet of combination freestanding and retaining wall where the retaining portion is up to 7.6 feet in height.
 - To allow the installation of 205 linear feet of combination freestanding and retaining wall with an overall height of 14.4 feet, where a maximum overall height of 10 feet is permitted by the Zoning Code.
- *Grading Exceptions*: To allow three retaining walls not visible from the public right of way (Barton Street) exceeding the Grading Code's maximum allowable height of 6 feet, as

follows:

- Installation of a retaining wall, up to 11.5 feet in height, in the northeast corner of Parcel 2;
- Installation of a retaining wall, up to 8.2 feet in height, in the southeast corner of Parcel 2; and
- Installation of a retaining wall, up to 10 feet in height, in the southeast corner of Parcel 2.

Final Environmental Impact Report

- In conjunction with the Project, an Environmental Impact Report (EIR) has been completed in accordance with all CEQA requirements (Attachments 9 and 10).
- Staff received a total of fifteen comment letters on the project. Four of those letters were received after the Draft Environmental Impact Report (DEIR) comment period (Attachment 7). Responses to all comments are provided in the Final EIR. The comment letters do not identify any significant new environmental issues or impacts that were not already addressed in the DEIR. Further, any changes made to the DEIR clarifies, amplifies or makes insignificant modifications to the EIR.
- Written responses to public agency comments were also provided by the City to those commenting public agencies ten days prior to this meeting. Any clarifications requested by those who commented on the project do not result in significant new information or additional environmental impacts. Any change made to the DEIR clarifies, amplifies or makes insignificant modifications to the EIR.

Planning Commission Appeal

On August 23, 2021, a timely appeal was filed from Hannah Bentley of Blum Collins, LLP, on behalf of Golden State Environmental Justice Alliance (GSEJA) (Attachment 6). The appeal letter indicates the DEIR is inaccurate and disagrees with the conclusions. The appeal also claims the Planning Commission approved the project without a Final EIR.

The GSEJA claims that the DEIR is inaccurate are addressed in the Final EIR. The assertion that the project was improperly approved is also false as the project has not been approved. Planning Commission is a recommending body to the City Council who have the final approval authority.

The Final EIR was prepared in compliance with the CEQA Guidelines for consideration by the City Council. With implementation of the recommended mitigation measures and conditions of approval, the impacts related to the project have been adequately addressed.

STRATEGIC PLAN ALIGNMENT:

This item contributes to the Envision Riverside 2025 City Council **Strategic Priority 3 – Economic Opportunity (Goal 3.3 – Cultivate a business climate that welcomes entrepreneurship and investment)**.

The Project aligns with the following Cross-Cutting Threads:

1. Community Trust – As part of the environmental review process for the proposed project, a Scoping Meeting was held with the community. The Good Neighbor Guidelines 2020 were considered as the project was being designed; the Project complies with all applicable Good Neighbor Guidelines 2020. The project was also considered at a public meeting held

by the City Planning Commission where public comment is part of the process.

2. Equity – The proposed project will provide employment opportunities available to all residents.
3. Fiscal Responsibility – The applicant is responsible for all project costs. Additionally, the Project will increase Business Tax revenue when the distribution center is open for business.
4. Innovation – The proposed project is a well-designed project in the area, sensitive to the adjacent Sycamore Canyon Wilderness Park, biological habitat, and single-family residences.
5. Sustainability & Resiliency – The proposed project will be required to follow all requirements related to water collection, recycling, and conservation.

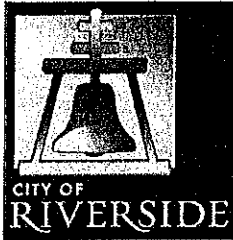
FISCAL IMPACT:

There is no fiscal impact since all Project costs are borne by the Applicant.

Prepared by: David Welch, Community & Economic Development Director
Certified as to
availability of funds: Edward Enriquez, Chief Financial Officer/City Treasurer
Approved by: Rafael Guzman, Assistant City Manager
Approved as to form: Phaedra A. Norton, City Attorney

Attachments:

1. Resolution Certifying Final EIR and Adopting the Findings of Fact, and the Mitigation Monitoring and Reporting Program
2. City Planning Commission Report – August 19, 2021
3. City Planning Commission Recommended Conditions – August 19, 2021
4. City Planning Commission Minutes – August 19, 2021
5. Drainages and Restricted Property Map
6. Golden State Environmental Justice Alliance Appeal Letter – August 23, 2021
7. Public Comment Letters
8. Final Environmental Impact Report
9. Draft Environmental Impact Report
10. Presentation



Sycamore Hills Distribution Center

P20-0025 (PM), P19-0626 (MCUP), P19-0627 (DR), P20-0258 (VR), P20-0282 (GE), and P20-0024 (EIR)

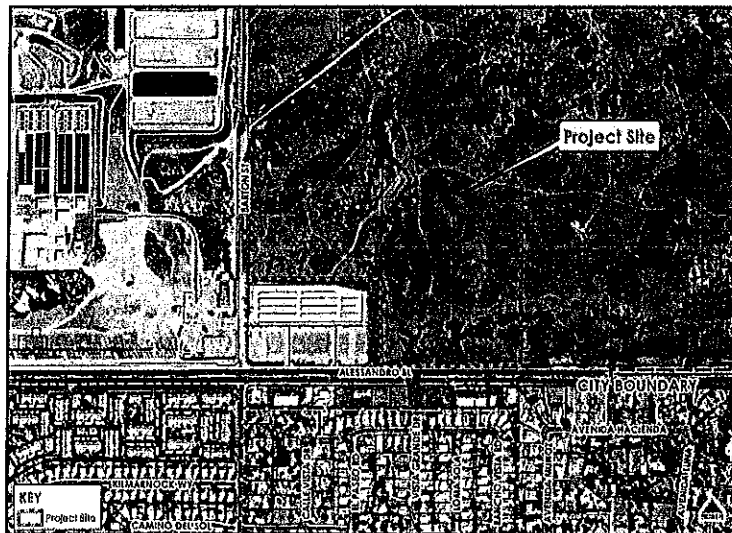
Community & Economic Development

City Council
January 25, 2022

RiversideCA.gov

1

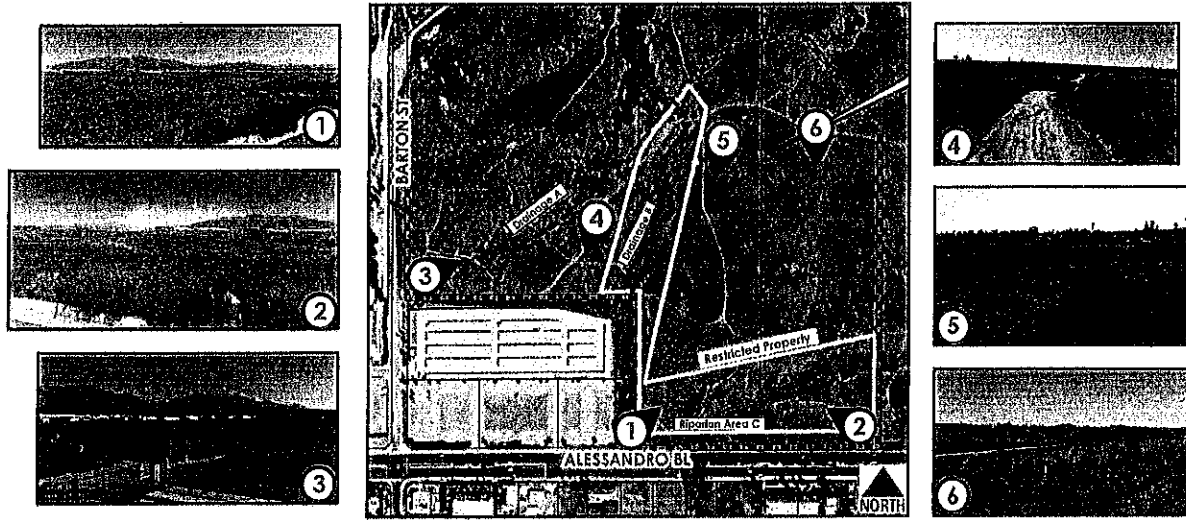
LOCATION MAP



RiversideCA.gov

2

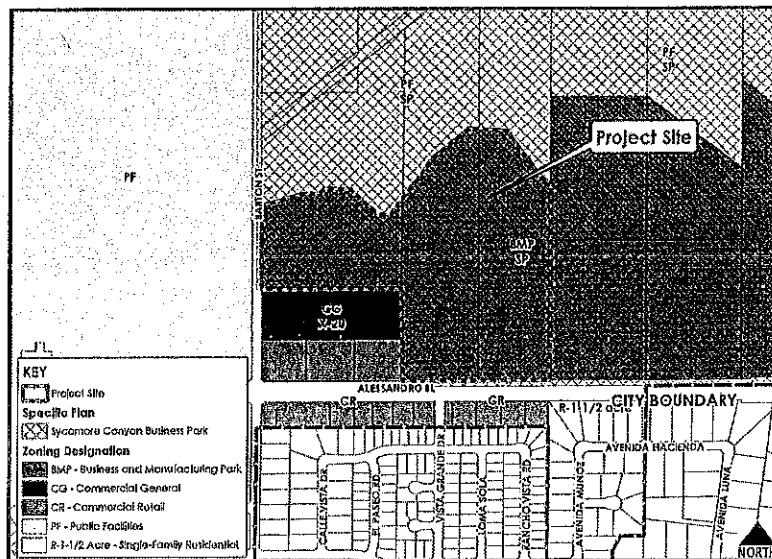
EXISTING SITE PHOTOS



RiversideCA.gov

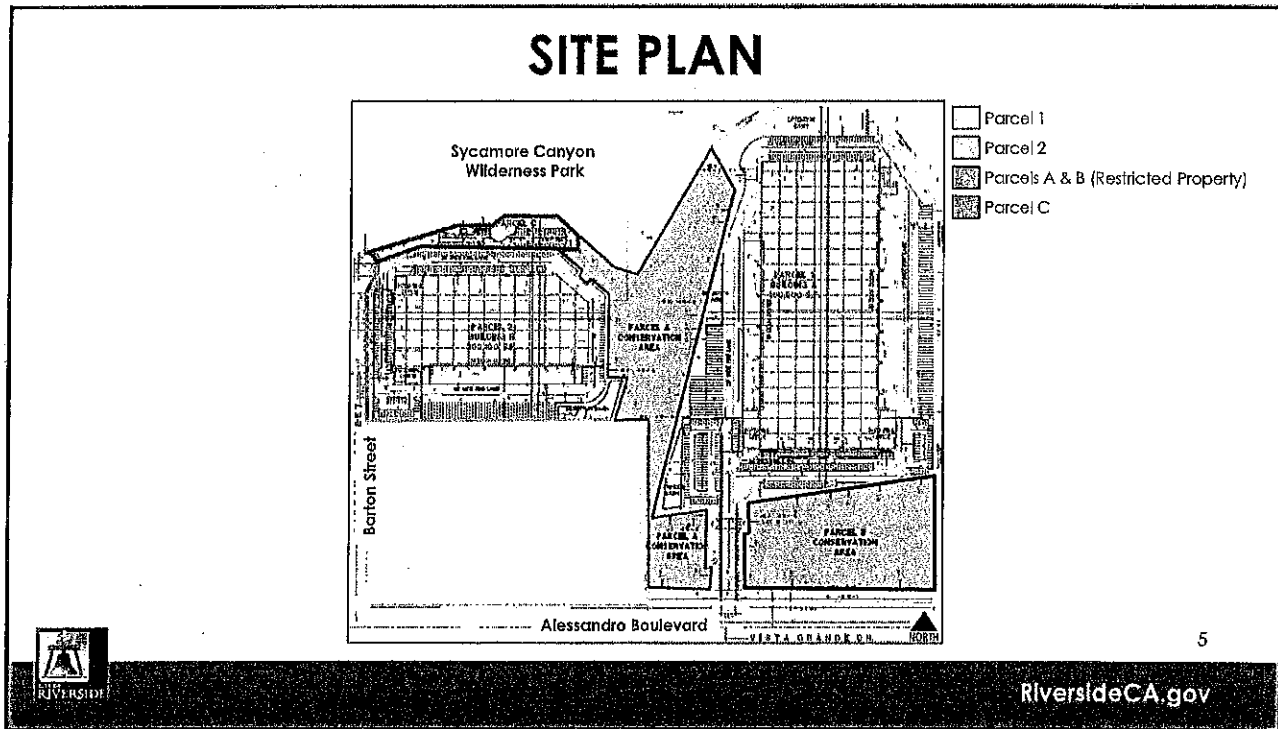
3

ZONING MAP

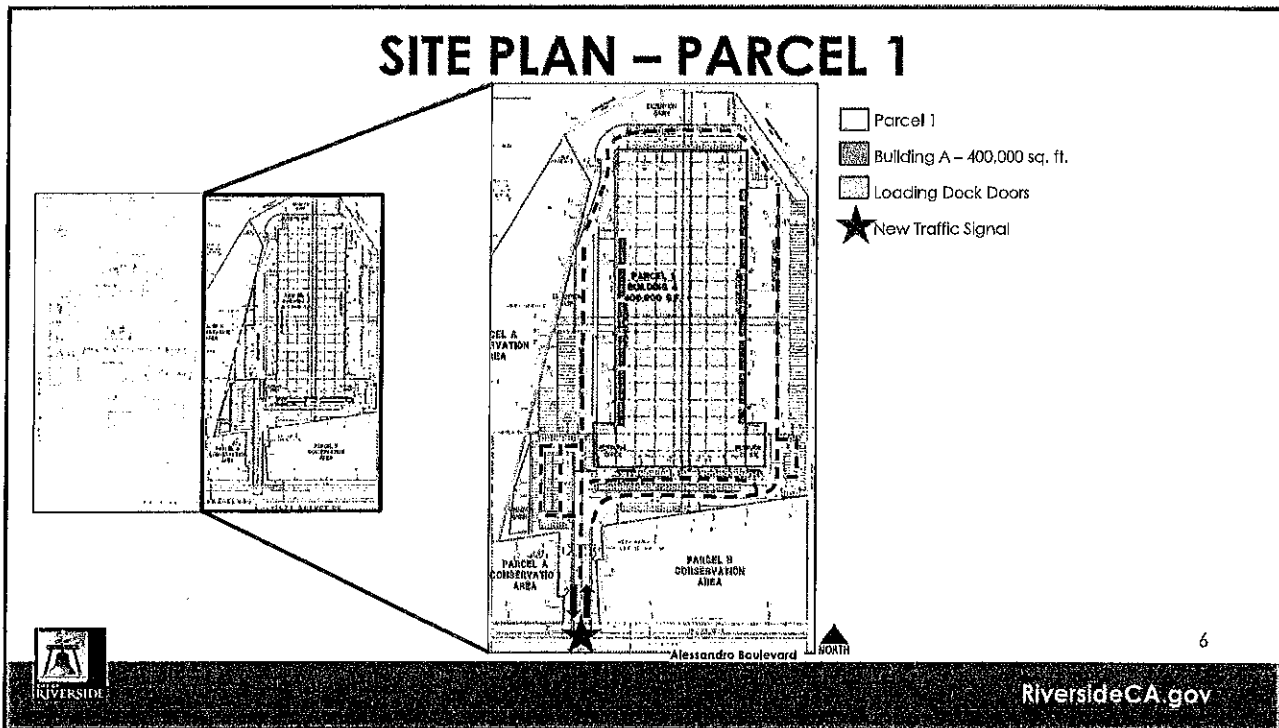


RiversideCA.gov

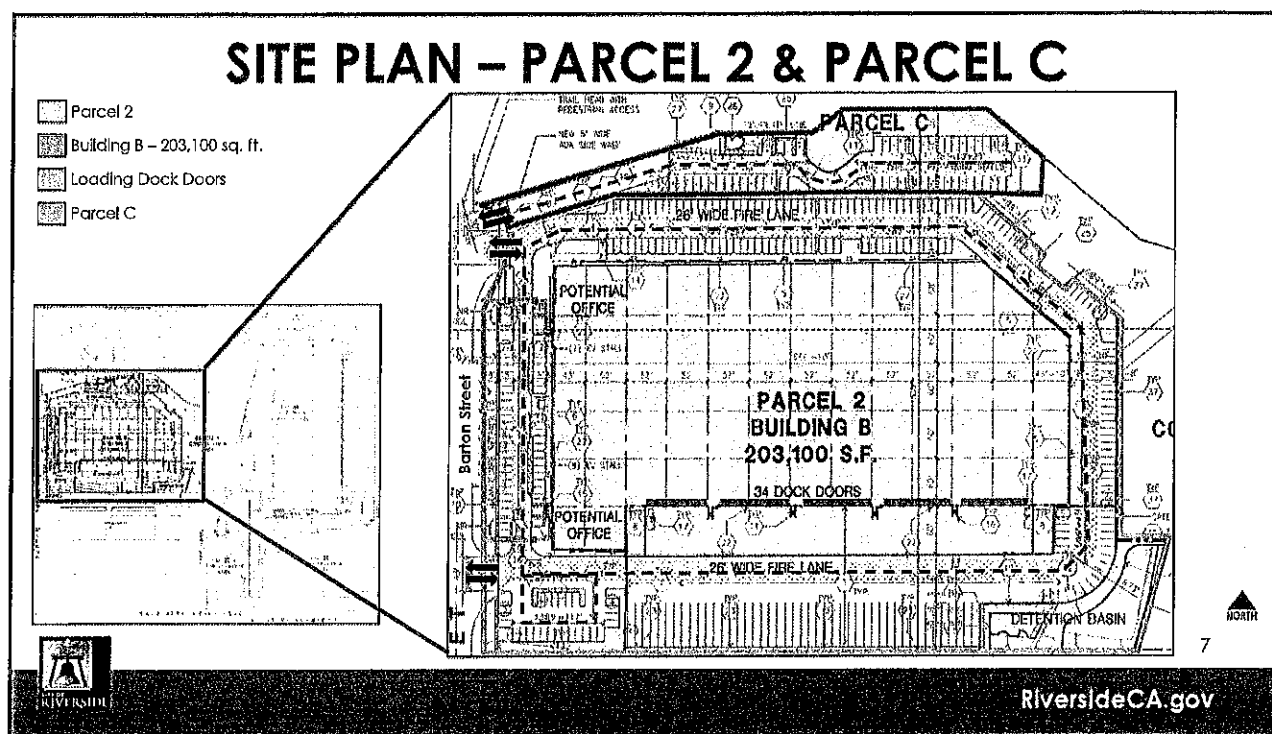
4



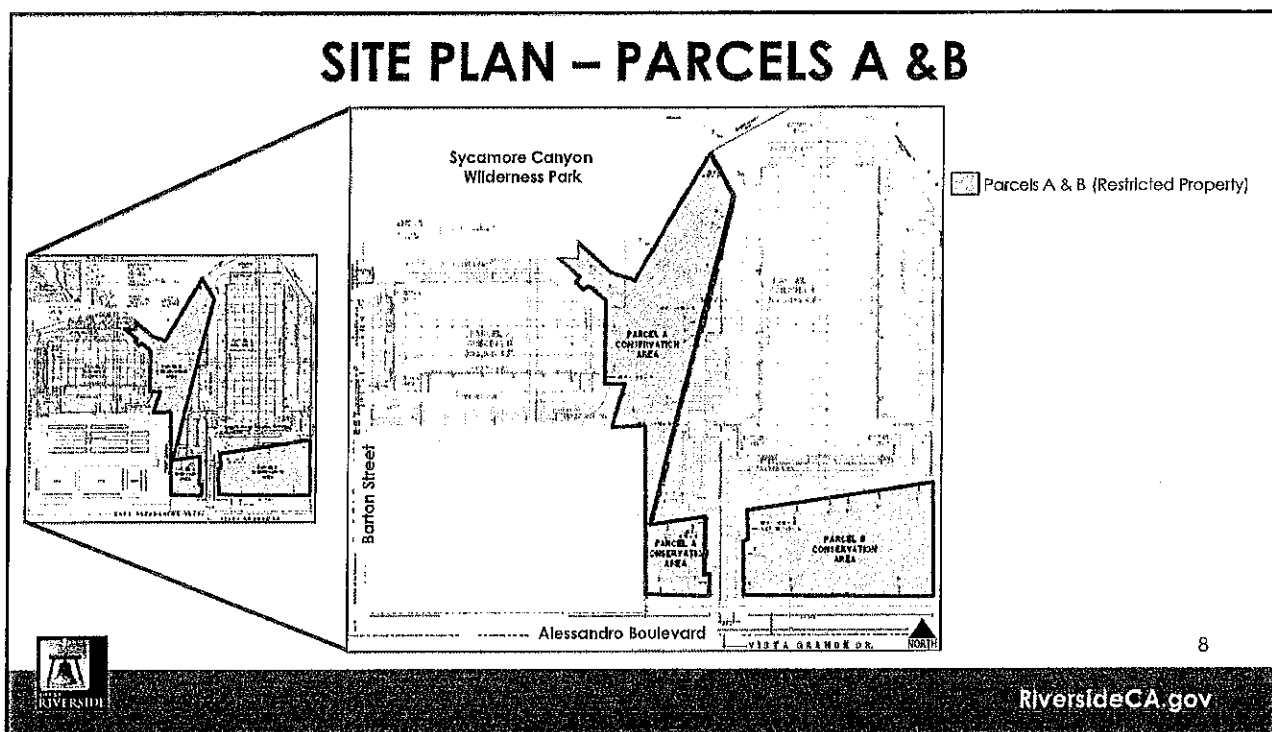
5



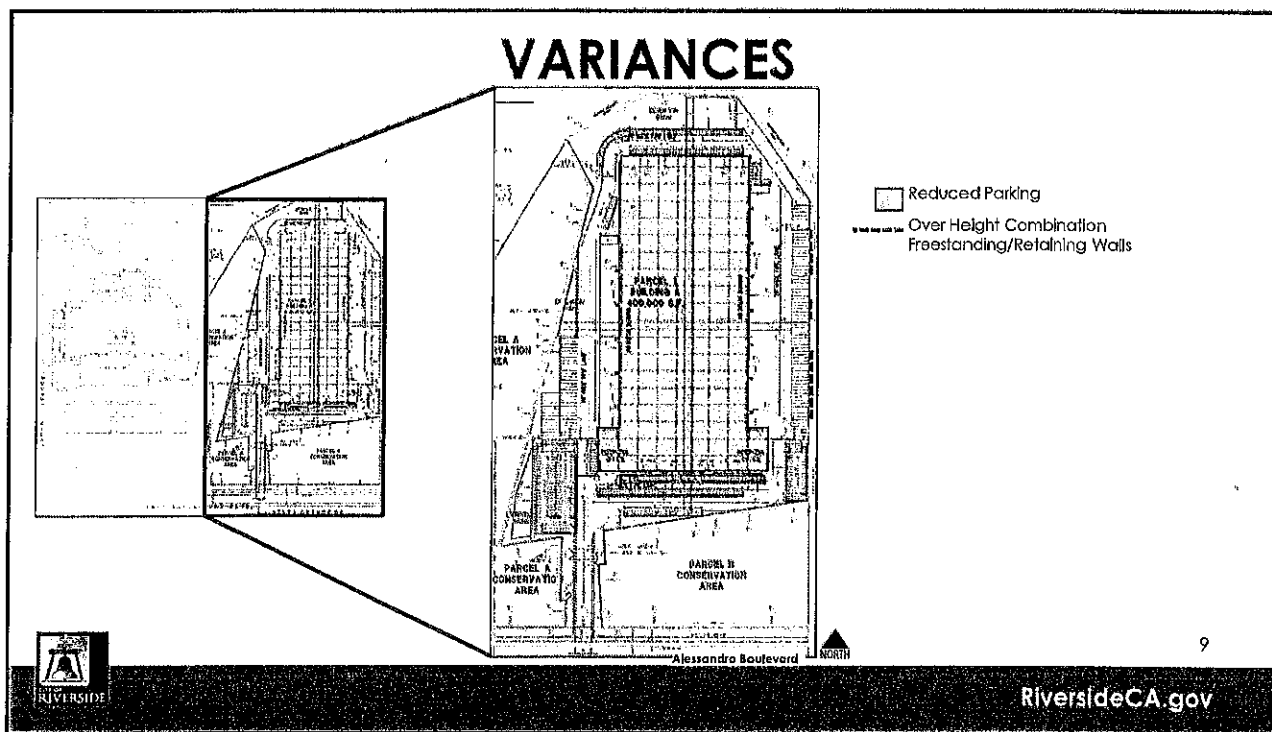
6



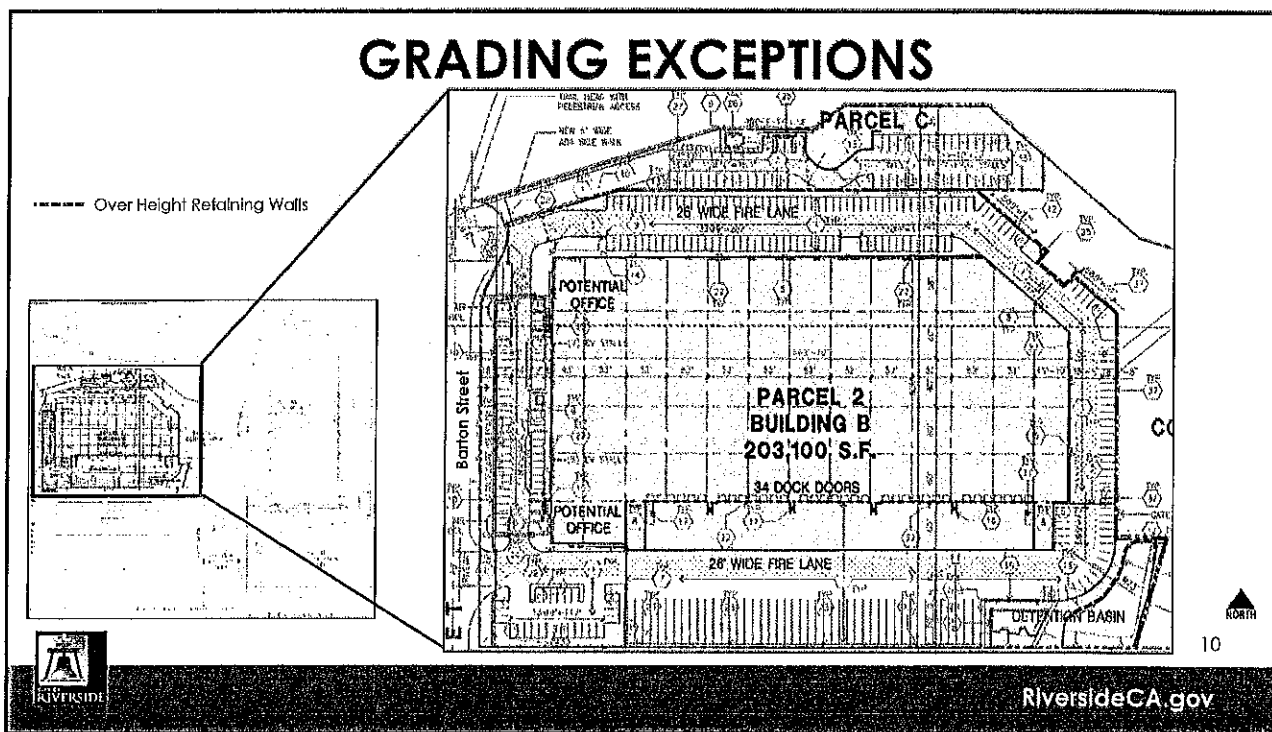
7



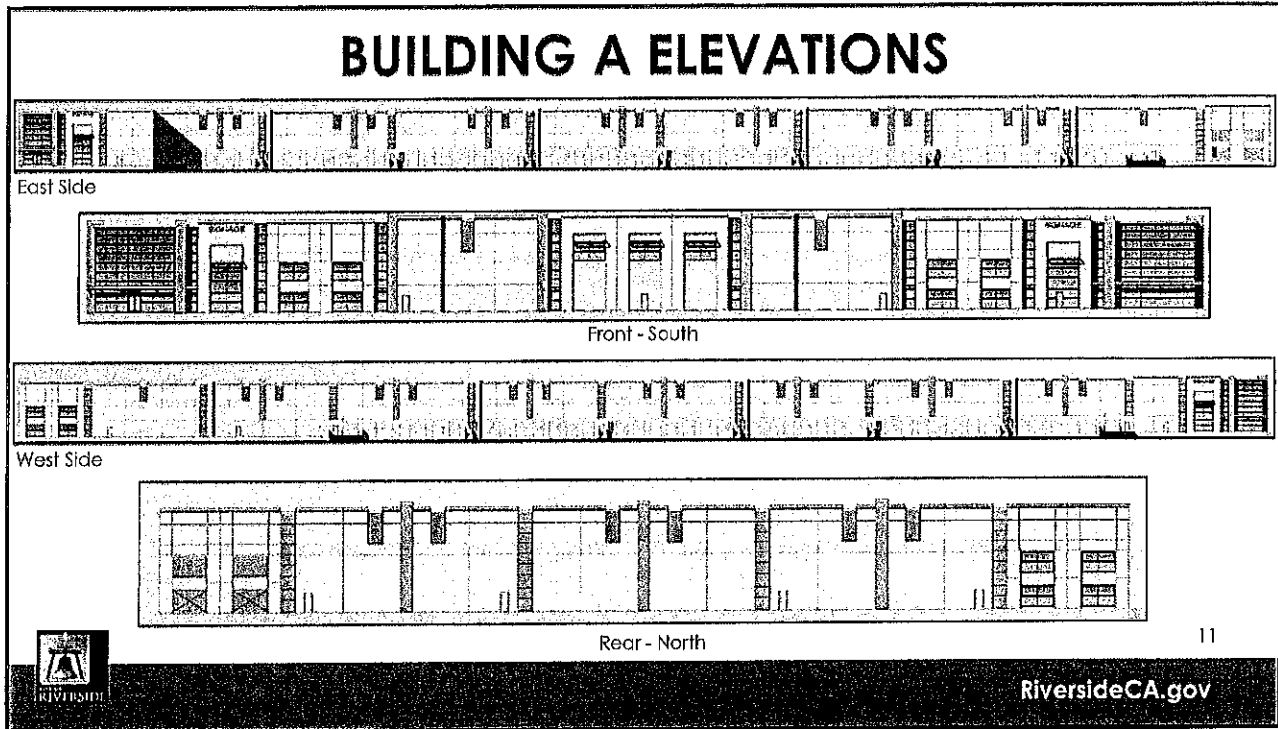
8



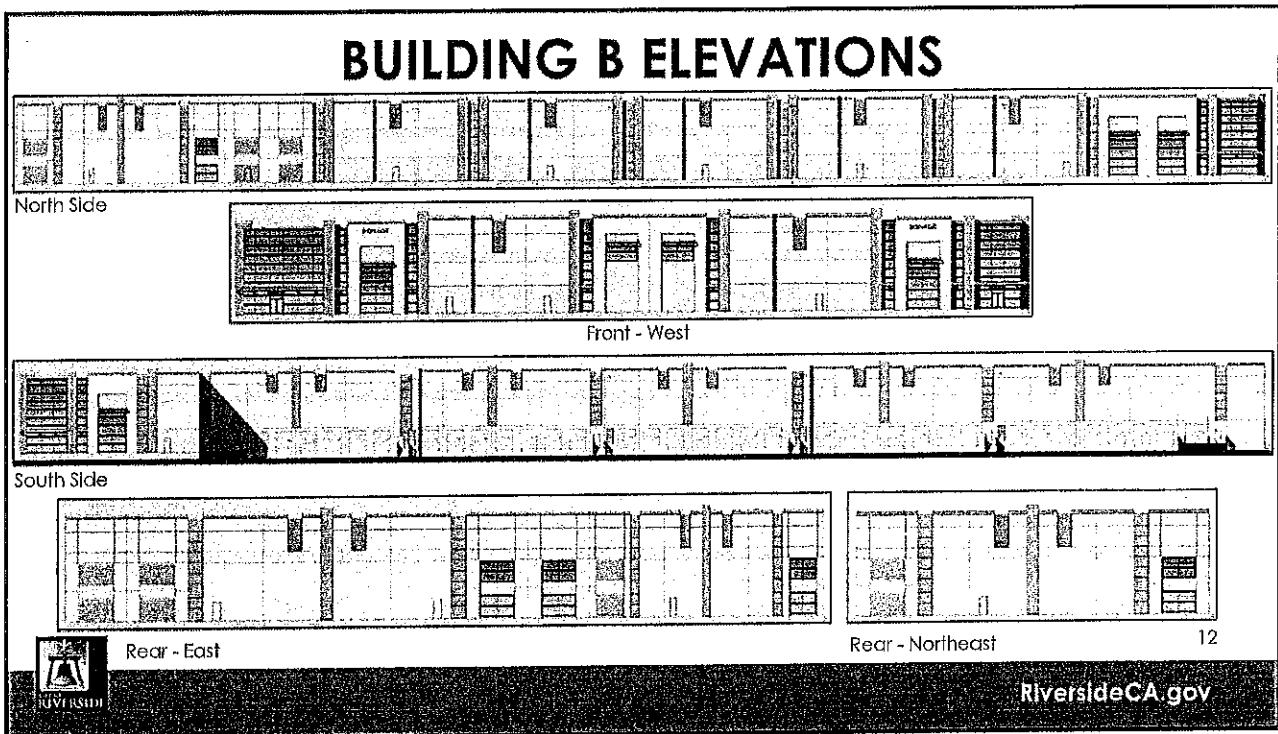
9



10

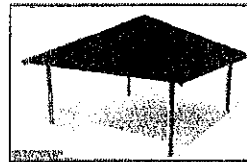
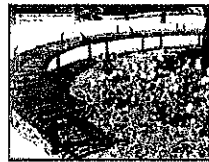
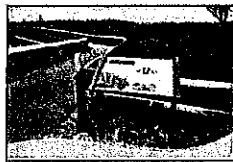
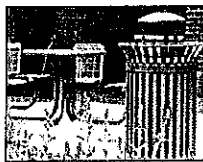
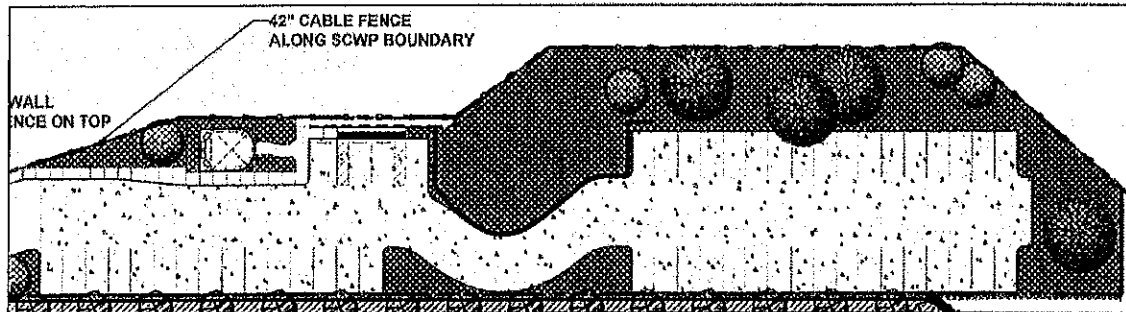


11



12

TRAILHEAD PARKING LOT DETAILS

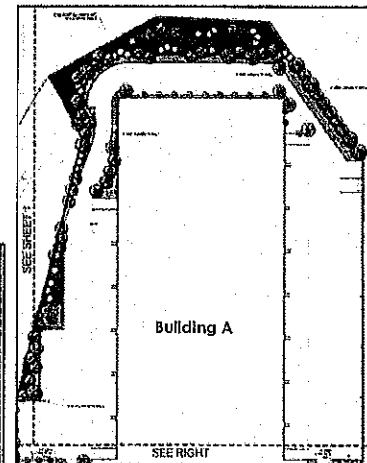
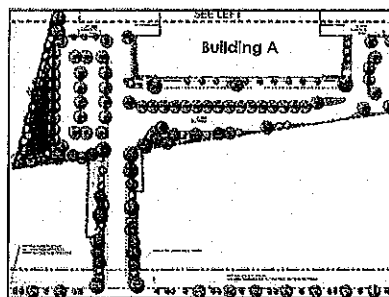
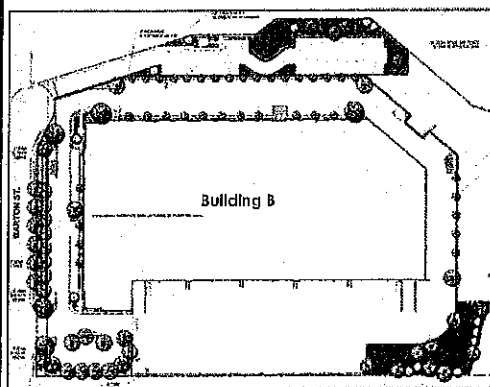


13

RiversideCA.gov

13

CONCEPTUAL LANDSCAPE PLAN



NORTH 14

RiversideCA.gov

14

STRATEGIC PLAN ALIGNMENT

Envision Riverside 2025 Strategic Plan Priorities



#3 Economic Opportunity

Cross-Cutting Threads



Community Trust



Fiscal Responsibility



Sustainability &
Resiliency



Equity



Innovation



15

RiversideCA.gov

15

RECOMMENDATIONS

That the City Council:

1. Adopt the attached Resolution certifying the Final Environmental Impact Report for the Sycamore Hills Distribution Center and finding that the Final Environmental Impact Report:
 - a) Has been completed in compliance with the California Environmental Quality Act;
 - b) Was presented to the City Council and the City Council reviewed and considered the information contained in the Final Environmental Impact Report prior to approving the Project; and
 - c) Reflects the City's independent judgment and analysis and making certain findings of fact.



16

RiversideCA.gov

16

RECOMMENDATIONS (cont'd)

2. Concur with the findings contained in the Final Environmental Impact Report, the attached California Environmental Quality Act Resolution, the case file and the administrative record, and adopt the Findings of Fact attached to the California Environmental Quality Act Resolution;
3. Adopt the Statement of Overriding Considerations attached to the California Environmental Quality Act Resolution;
4. Adopt the Mitigation Monitoring and Reporting Program attached to the California Environmental Quality Act Resolution;
5. Find that no feasible alternatives to the Project have been proposed that will avoid or substantially lessen the significant environmental effects as set forth in the Final Environmental Impact Report;
6. Reject all late comments as untimely; and



17

RiversideCA.gov

17

RECOMMENDATIONS (cont'd)

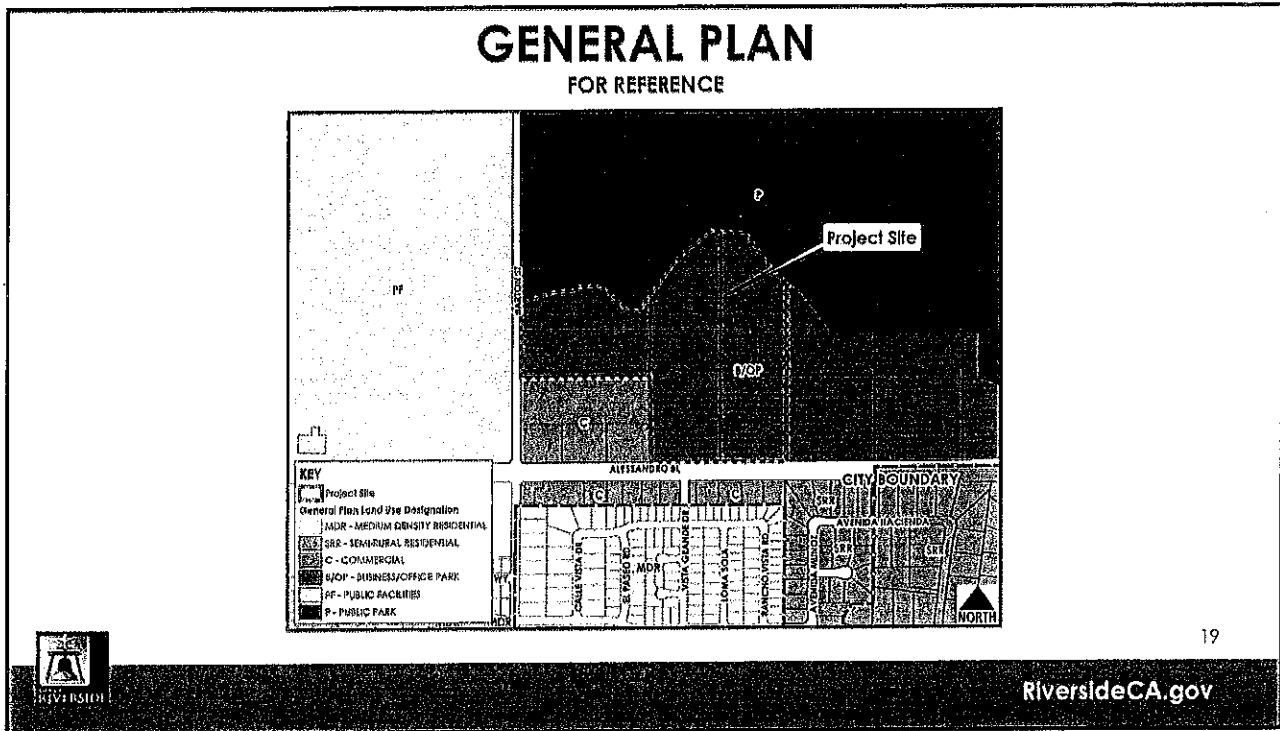
7. Approve Planning Cases P20-0025 Parcel Map, P19-0626 Minor Conditional Use Permit, P19-0627 Design Review, P20-0258 Variance, P20-0282 Grading Exception, and P20-0024 Environmental Impact Report, based on and subject to the Planning Commission findings and recommended conditions found in the attached staff report.



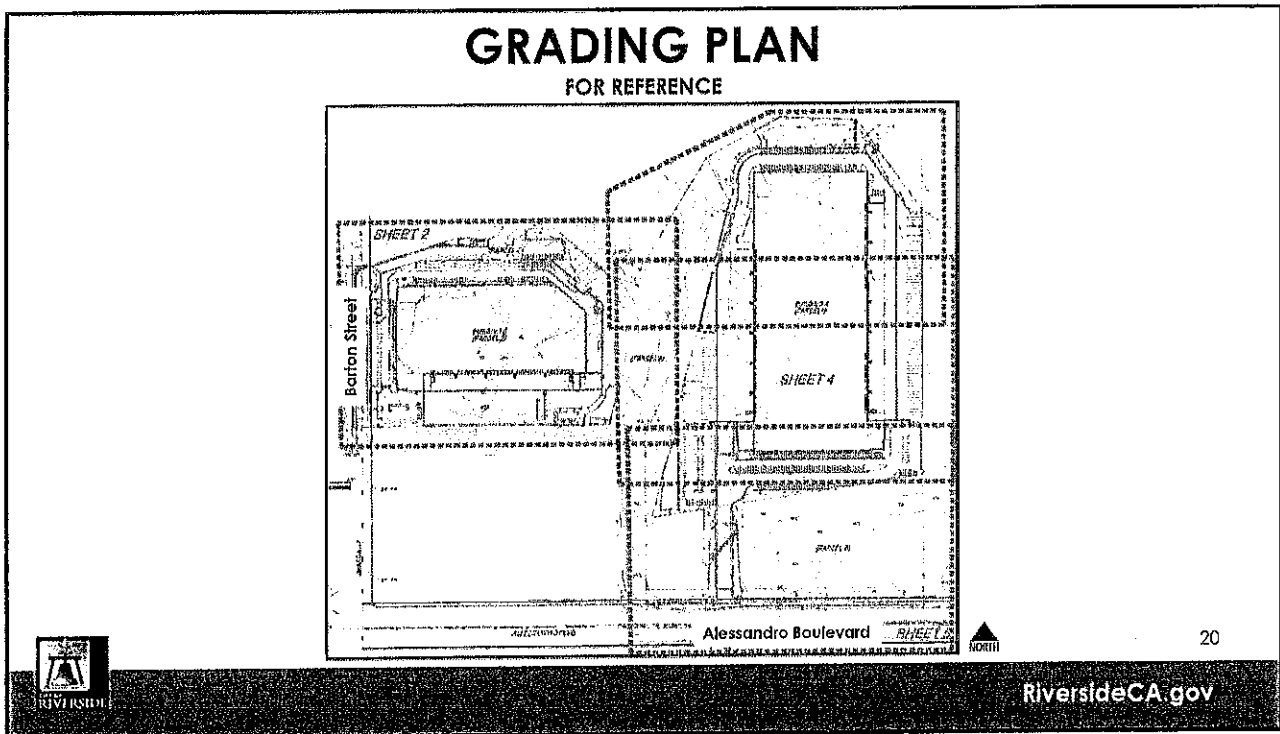
18

RiversideCA.gov

18



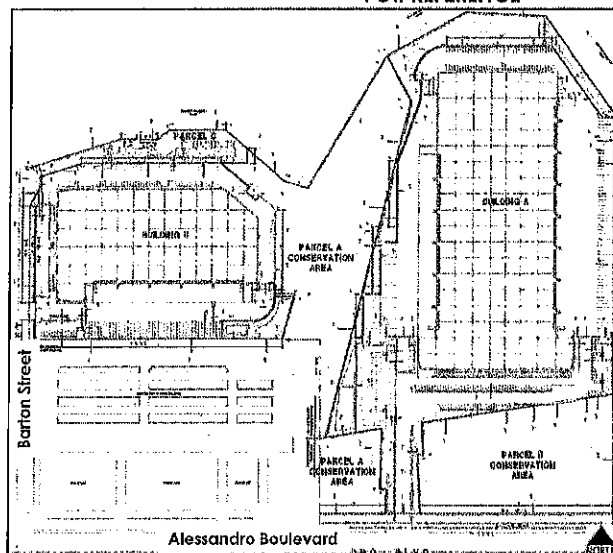
19



20

WALL AND FENCE PLAN

FOR REFERENCE



- 7. PROVIDE 8' HIGH METAL SIGNS ON TOP OF 8' HIGH-8' HIGH PER FIRE DEPARTMENT STANDARDS PER CODEBOOK.
- 10. 6' TO 8' HIGH METAL FENCE. SEE A-1 FOR DETAILS.
- 12. 8' HIGH CONCRETE WALL.
- 20. RETAINING WALL PER CIVIL DRAWINGS.
- 21. 42" CABLE RAIL THEME FENCE. SEE DETAIL B/A.1.
- 28. API DATE.
- 32. 15' H CONCRETE WALL.
- 33. 8' HIGH SCREENING WITH 4' HIGH METAL FENCE ON TOP 4' HIGH SCREEN WALL.
- 34. COMBINATION OF 8' HIGH SCREEN WALL/RETAINING WALL MEASURED INSIDE OF WALL. REFER TO CRACKING EXCEPTION TABLE FOR HEIGHT OF WALL PER OUTSIDE HEIGHT MEASUREMENT OF WALL AND
- 37. COMBINATION OF 8' HIGH SCREEN WALL/RETAINING WALL IS INSIDE OF WALL.

21

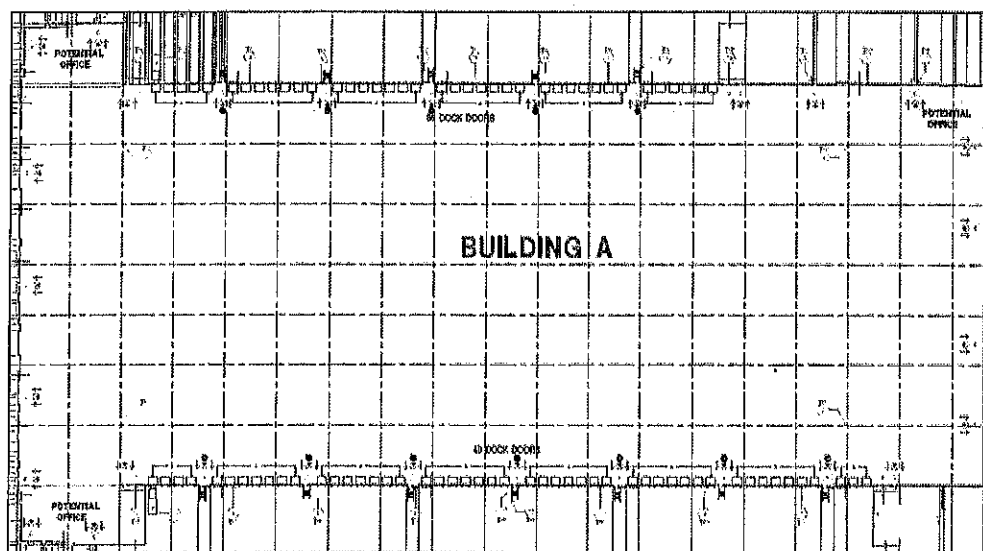


RiversideCA.gov

21

BUILDING A FLOOR PLANS

FOR REFERENCE



22



RiversideCA.gov

22

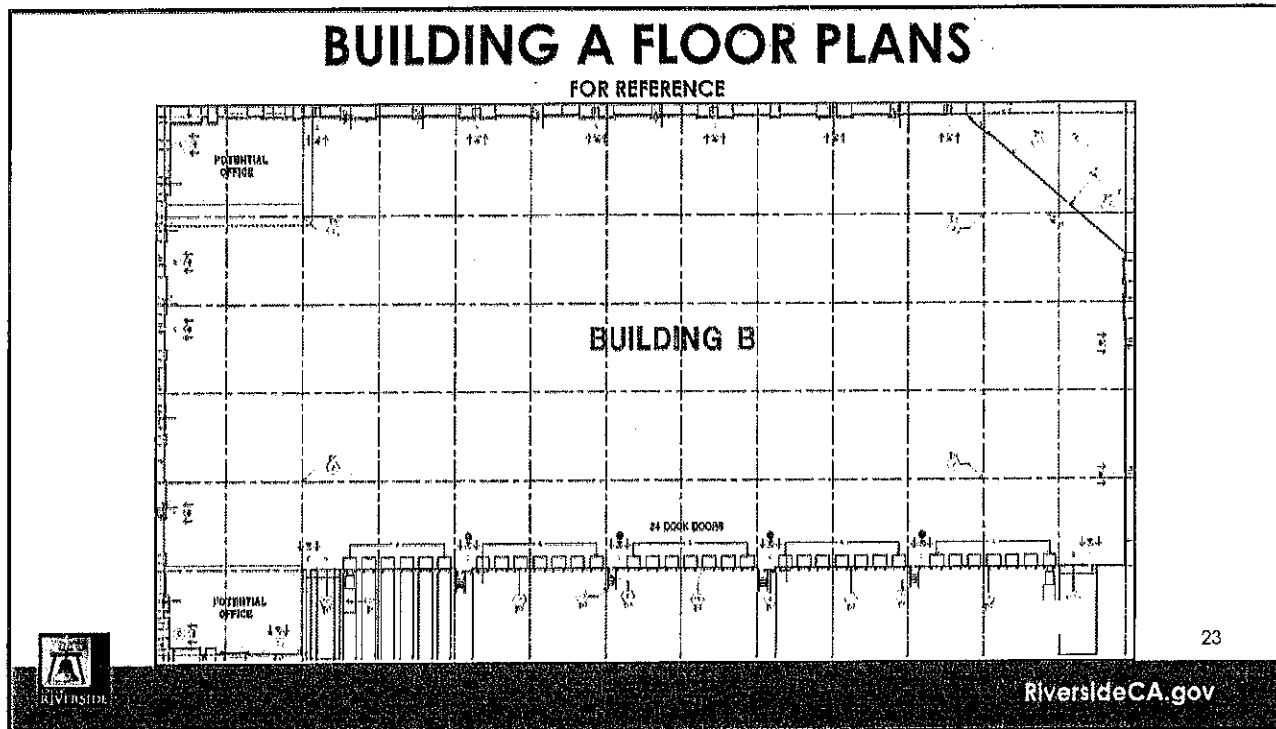


Exhibit 11



California

LEGISLATIVE INFORMATION

[Home](#) |
 [Bill Information](#) |
 [California Law](#) |
 [Publications](#) |
 [Other Resources](#) |
 [My Subscriptions](#) |
 [My Favorites](#)

Code: Select Code ▼ Section: 1 or 2 or 1001

Search



[Up^<< Previous](#) [Next >>](#)

[cross-reference chaptered bills](#)

[PDF](#) | [Add To My Favorites](#)



Search Phrase:

Highlight

GOVERNMENT CODE - GOV

TITLE 9. POLITICAL REFORM [81000 - 91014] (Title 9 added June 4, 1974, by initiative Proposition 9.)

CHAPTER 2. Definitions [82000 - 82054] (Chapter 2 added June 4, 1974, by initiative Proposition 9.)

82030. (a) "Income" means, except as provided in subdivision (b), a payment received, including, but not limited to, any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly, or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

- (1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).
- (2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
- (3) Any devise or inheritance.
- (4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.
- (5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States government or a commodity future registered with the Commodity Futures Trading Commission of the United States government, except proceeds from the sale of these securities and commodities futures.
- (6) Redemption of a mutual fund.
- (7) Alimony or child support payments.
- (8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.
- (9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if that person is acting as an agent or intermediary for any person not covered by this paragraph.
- (10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.
- (11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

(Amended by Stats. 2021, Ch. 50, Sec. 139. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

Exhibit 12



California

LEGISLATIVE INFORMATION

[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

 Code:

Section: 1 or 2 or 1001


[Up^](#)
[<< Previous](#)
[Next >>](#)
[cross-reference chaptered bills](#)
[PDF](#)
[Add To My Favorites](#)

Search Phrase:

GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7931.000] (*Title 1 enacted by Stats. 1943, Ch. 134.*)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599] (*Division 4 enacted by Stats. 1943, Ch. 134.*)

CHAPTER 1. General [1000 - 1241] (*Chapter 1 enacted by Stats. 1943, Ch. 134.*)

ARTICLE 4. Prohibitions Applicable to Specified Officers [1090 - 1099] (*Article 4 enacted by Stats. 1943, Ch. 134.*)

1099. (a) A public officer, including, but not limited to, an appointed or elected member of a governmental board, commission, committee, or other body, shall not simultaneously hold two public offices that are incompatible. Offices are incompatible when any of the following circumstances are present, unless simultaneous holding of the particular offices is compelled or expressly authorized by law:

(1) Either of the offices may audit, overrule, remove members of, dismiss employees of, or exercise supervisory powers over the other office or body.

(2) Based on the powers and jurisdiction of the offices, there is a possibility of a significant clash of duties or loyalties between the offices.

(3) Public policy considerations make it improper for one person to hold both offices.

(b) When two public offices are incompatible, a public officer shall be deemed to have forfeited the first office upon acceding to the second. This provision is enforceable pursuant to Section 803 of the Code of Civil Procedure.

(c) This section does not apply to a position of employment, including a civil service position.

(d) This section shall not apply to a governmental body that has only advisory powers.

(e) For purposes of paragraph (1) of subdivision (a), a member of a multimember body holds an office that may audit, overrule, remove members of, dismiss employees of, or exercise supervisory powers over another office when the body has any of these powers over the other office or over a multimember body that includes that other office.

(f) This section codifies the common law rule prohibiting an individual from holding incompatible public offices.

(*Added by Stats. 2005, Ch. 254, Sec. 1. Effective January 1, 2006.*)