



# FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | [www.fora.org](http://www.fora.org)

## REGULAR ADMINISTRATIVE COMMITTEE MEETING

8:15 a.m. Wednesday, April 2, 2014

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**
4. **APPROVAL OF MEETING MINUTES**
  - a. March 5, 2014 Administrative Committee Minutes ACTION
5. **PUBLIC COMMENT PERIOD**  
Individuals wishing to address the Administrative Committee on matters within its jurisdiction, but not on this agenda, may do so during the Public Comment Period for up to three minutes. Comments on specific agenda items are heard under that item,
6. **AGENDA REVIEW** - April 11, 2014 Board Meeting INFORMATION/ACTION
7. **OLD BUSINESS**
  - a. Base Reuse Plan Reassessment Follow-up INFORMATION/ACTION
    - i. Regional Urban Design Guidelines Task Force Update
    - ii. Status of Remaining Category III Items
  - b. Capital Improvement Program Follow-up INFORMATION/ACTION
8. **ITEMS FROM MEMBERS**
9. **ADJOURN TO JOINT WWOC MEETING** (Next Admin Cmte Mtg: April 16, 2014)

## JOINT ADMINISTRATIVE & WATER/WASTEWATER OVERSIGHT COMMITTEE MEETING

### AGENDA

1. **CALL TO ORDER** (*immediately following Administrative Committee meeting*)
2. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**
3. **APPROVAL OF MEETING MINUTES**
  - a. March 5, 2014 Joint Admin/WWOC Meeting Minutes ACTION
4. **PUBLIC COMMENT PERIOD** (*see above for public comment protocol*)
5. **NEW BUSINESS**
  - a. FY 2014/15 Marina Coast Water District (MCWD) -  
Ord Community Water/Wastewater Draft Budget ACTION/INFORMATION
  - c. MCWD Water Augmentation Presentation INFORMATION
  - d. Quarterly Report – Presentation by MCWD INFORMATION
6. **ADJOURNMENT**

To request disability related accommodations please contact the Deputy Clerk 48 hours prior to the meeting at (831)883-3672. Agenda materials are available on the FORA website at [www.fora.org](http://www.fora.org).



# FORT ORD REUSE AUTHORITY

## ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, March 5, 2014 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

### 1. CALL TO ORDER AND ROLL CALL

Co-Chair Houlemard called the meeting to order at 8:17 a.m. The following were present:

Dan Dawson, City of Del Rey Oaks\*  
Carl Holm, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
John Dunn, City of Seaside\*  
Layne Long, City of Marina\*  
Vicki Nakamura, MPC  
Diana Ingersoll, City of Seaside  
Tim O'Halloran, City of Seaside  
Rick Medina, City of Seaside  
Mike Lerch, CSUMB

Graham Bice, UC MBEST  
Anya Spear, CSUMB  
Patrick Breen, MCWD  
Kathleen Lee, Sup. Potter's Office  
Bob Schaffer  
Wendy Elliot, MCP  
Chuck Lande, Marina Heights  
Doug Yount, ADE  
Don Hofer, Shea Homes

FORA Staff:  
Michael Houlemard  
Steve Endsley  
Jim Arnold  
Lena Spilman  
Crissy Maras  
Jonathan Garcia  
Josh Metz

\* Voting Members

### 2. PLEDGE OF ALLEGIANCE

Diana Ingersoll led the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

None.

### 4. APPROVAL OF MEETING MINUTES

- a. February 5, 2014 Administrative Committee minutes
- b. February 19, 2014 Administrative Committee minutes

MOTION: Carl Holm moved, seconded by John Dunn, to approve the minutes, as presented.

MOTION PASSED: unanimous

### 5. PUBLIC COMMENT

None.

### 6. MARCH 14, 2014 BOARD MEETING FOLLOW UP

Assistant Executive Officer Steve Endsley reviewed the items on the March 14, 2014 Board agenda.

### 7. OLD BUSINESS

- a. Capital Improvement Program (CIP) Development Forecasts
  - i. Jurisdiction Updates
  - ii. Project Identification - Entitled vs. Planned.

Senior Planner Jonathan Garcia stated that FORA had received forecasts from all jurisdictions and was still working with the City of Marina to incorporate their changes. He distributed revised CIP tables, which included the status of planned/entitled projects. The Committee discussed the CIP methodology.

## **8. NEW BUSINESS**

### **a. Review Consistency Determination: Request for Certification of Seaside Zoning Code Text Amendments and Use Permit for a Youth Hostel, Located at 4420 Sixth Avenue, Seaside, CA, as Consistent with the 1997 Base Reuse Plan**

Associate Planner Josh Metz led discussion of the item, noting that staff was working with the City of Seaside to resolve several questions prior to the Board meeting. Diana Ingersoll, Seaside Deputy City Manager, provided a summary of Seaside's consistency determination and the City's permitting process. Rick Medina, Seaside Senior Planner, distributed a site plan and reviewed project details.

**MOTION:** Layne Long moved, seconded by Graham Bice, to recommend the Board certify the Seaside Zoning Code Text Amendments and Use permit as consistent with the 1997 Base Reuse Plan.

**MOTION PASSED:** unanimous.

*The Committee took the following items out of agenda order.*

### **c. Base Reuse Plan Implementation - Regional Urban Design Guidelines**

#### **i. Consultant Solicitation**

#### **ii. Process/Schedule**

Mr. Metz discussed the soon to be released Request for Qualifications. Executive Officer Michael Houlemard explained that the Board had tasked the Administrative Committee with the development of Regional Urban Design Guidelines. In order for progress to continue, staff required input regarding the consultant selection process.

The Committee discussed potential formation of a Regional Urban Design Guidelines Task Force, to be comprised of 4 Administrative committee members and 3 Board members, with no less than 2 members from land use jurisdictions. John Dunn, Elizabeth Caraker, and Layne Long expressed interest in participating.

### **b. Receive Report on 2014 Annual FORA Federal Legislative Mission**

Mr. Houlemard discussed the upcoming Legislative Mission to Washington, DC, noting that the military missions in the Monterey Bay region could be threatened in the coming year. He stated that ongoing support for the military presence would be one of several important topics discussed with federal government representatives.

## **9. ITEMS FROM MEMBERS**

None.

## **10. ADJOURNMENT**

Co-Chair Dawson adjourned the meeting at 9:48 a.m.

**- START -**

**DRAFT  
BOARD PACKET**



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## REGULAR MEETING FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, April 11, 2014 at 2:00 p.m.

910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenters Union Hall)

### AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CLOSED SESSION
  - a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – **2 Cases**
    - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961
    - ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856
4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
5. ROLL CALL
6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
7. CONSENT AGENDA ACTION
  - a. Approve February 13, 2014 Board Meeting Minutes
  - b. Approve March 14, 2014 Board Meeting Minutes
  - c. Approve Resolution Recognizing Pacific Grove Mayor Bill Kampe
  - d. Approve Resolutions Transferring Fire Fighting Enhancement Vehicle Titles
  - e. Approve Legal Services Budget Reallocation
8. OLD BUSINESS ACTION
  - a. California Central Coast Veterans Cemetery (CCCVC) Items INFORMATION
    - i. Cemetery Update ACTION
    - ii. Approve Amended FORA-Seaside Agreement
    - iii. Approve Army-FORA Economic Development Conveyance Agreement Amendment #7 - Cemetery Water Resources ACTION
    - iv. Approve Resolution 14-XX, allocating 15 acre-feet per year (AFY) for 2 years and 5 AFY permanently of groundwater to California Department of Veterans Affairs ACTION
  - b. Quarterly Environmental Services Cooperative Agreement Program Update INFORMATION
  - c. Status of Pollution Legal Liability Insurance Solicitation INFORMATION
9. NEW BUSINESS ACTION
  - a. Appeal: Marina Coast Water District Determination Bay View Community Annexation ACTION
  - b. Post Base Reuse Plan Reassessment Follow-up INFORMATION/ACTION
    - i. Regional Urban Design Guidelines Task Force Update
    - ii. Status of Remaining Category 3 Items

**10. PUBLIC COMMENT PERIOD**

Members of the public wishing to address the FORA Board of Directors on matters within the jurisdiction of FORA, but not on this agenda, may do so during the Public Comment Period for up to three minutes. Comments on specific agenda items are heard under that item.

**11. EXECUTIVE OFFICER'S REPORT**

- a. Outstanding Receivables
- b. Habitat Conservation Plan Update
- c. Administrative Committee
- d. Veterans Issues Advisory Committee
- e. Finance Committee
- f. Water/Wastewater Oversight Committee
- g. Travel Report
- h. Public Correspondence to the Board

INFORMATION  
 INFORMATION  
 INFORMATION  
 INFORMATION  
 INFORMATION  
 INFORMATION  
 INFORMATION

**12. ITEMS FROM MEMBERS**

**13. ADJOURNMENT**

DRAFT

**NEXT REGULAR BOARD MEETING: May 9, 2014**

Persons seeking disability related accommodations should contact FORA 24 hrs prior to the meeting.  
 This meeting is recorded by Access Monterey Peninsula and televised Sundays at 9 a.m. and 1 p.m.  
 on Marina/Peninsula Chanel 25. The video and meeting materials are available online at [www.fora.org](http://www.fora.org).

# Placeholder for Items 7a & b

*Board minutes*

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**These items will be included in the final Board packet.**

# **Placeholder for Item 7c**

***Approve Resolution Recognizing Pacific  
Grove Mayor Bill Kampe***

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**This item will be included in the final Board packet.**



# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

|                       |   |               |
|-----------------------|---|---------------|
| <b>Subject:</b>       | Approve Resolutions Transferring Fire Fighting Enhancement Vehicle Titles |               |
| <b>Meeting Date:</b>  | April 11, 2014  | <b>ACTION</b> |
| <b>Agenda Number:</b> | 7d  |               |

### RECOMMENDATION:

Approve resolutions (**Attachment A**) transferring titles for four wildfire fighting fire vehicles and one water tender to the appropriate fire control agencies.

### BACKGROUND/DISCUSSION:

The Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that the Fort Ord Reuse Authority (FORA), jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a mitigation to reuse of the former Fort Ord. The Land Use Jurisdictions' Fire Chiefs met and agreed that fire-fighting apparatus would be the best use of the BRP allocated funds toward fire control. In July 2003, the FORA Board authorized the lease-purchase of five pieces of fire-fighting equipment, including four 4x4 fire engines and one water tender, to supplement the equipment of existing, local fire departments. The equipment recipients included the Cities of Marina, Monterey and Seaside, Ord Military Community, and Salinas Rural Fire Departments.

This lease-purchase of equipment accomplished FORA's capital obligations under the BRP EIR to enhance the fire-fighting capabilities on the former Fort Ord in response to proposed development. The lease-purchase payments began in July 2004 and are now fully satisfied. The title transfer of this equipment completes the BRP EIR mitigation measure. FORA staff recommends the FORA Board approve transferring title of the equipment to the appropriate agencies.

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

Staff time for this item is included in the approved FORA budget.

### COORDINATION:

Fire departments of the Cities of Marina, Monterey and Seaside, Ord Military Community and Salinas Rural.

Prepared by \_\_\_\_\_  
Crissy Maras

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

# **Attachment A**

## **to Item 7d**

- 1. Resolution XX-XX Transferring Title of Fire-Fighting Apparatus to the City of Marina**
- 2. Resolution XX-XX Transferring Title of Fire-Fighting Apparatus to the City of Monterey**
- 3. Resolution XX-XX Transferring Title of Fire-Fighting Apparatus to the City of Seaside**
- 4. Resolution XX-XX Transferring Title of Fire-Fighting Apparatus to the Ord Military Community**
- 5. Resolution XX-XX Transferring Title of Fire-Fighting Apparatus to the Salinas Rural Fire Protection District**

**FORT ORD REUSE AUTHORITY  
Resolution XX-XX**

**Resolution of the Fort Ord Reuse Authority Board Recognizing  
Title Transfer of Fire-Fighting Apparatus to the City of Marina**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

WHEREAS, the Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that FORA, jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a former Fort Ord reuse mitigation; and,

WHEREAS, former Fort Ord Land Use Jurisdictions' Fire Chiefs determined that the addition of wildfire fighting apparatus would be an appropriate method/mitigation to increase wildfire protection and an effective use of Fort Ord Reuse Authority (FORA) funding; and,

WHEREAS, in July 2003 the FORA Board approved the lease-purchase of five fire-fighting engines/equipment; and,

WHEREAS, the City of Marina received a fire-fighting engine capable of fighting wildfires in the undeveloped areas of the former Fort Ord; and,

WHEREAS, this coordinated effort between former Fort Ord Land Use Jurisdictions' Public Safety leadership and FORA exemplifies the intent of State Law in creating a multi-agency approach to the economic recovery from the impact of Fort Ord closure; and

WHEREAS, the lease-purchase contract has been fully satisfied by FORA.

NOW THEREFORE the Board hereby resolves that:

1. FORA transfers fire-fighting vehicle title to the City of Marina to sustain the City's ongoing support of wildfire protection and to supplement existing equipment, enabling increased safety on the former Fort Ord and the City of Marina.
2. The Board further resolves that in the title transfer of this equipment to Marina and other agencies, the BRP EIR mitigation measure is hereby declared complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Jerry Edelen, Chair

ATTEST:

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

**FORT ORD REUSE AUTHORITY  
Resolution XX-XX**

**Resolution of the Fort Ord Reuse Authority Board Recognizing  
Title Transfer of Fire-Fighting Apparatus to the City of Monterey**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

WHEREAS, the Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that FORA, jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a former Fort Ord reuse mitigation; and,

WHEREAS, former Fort Ord Land Use Jurisdictions' Fire Chiefs determined that the addition of wildfire fighting apparatus would be an appropriate method/mitigation to increase wildfire protection and an effective use of Fort Ord Reuse Authority (FORA) funding; and,

WHEREAS, in July 2003 the FORA Board approved the lease-purchase of five fire-fighting engines/equipment; and,

WHEREAS, the City of Monterey received a fire-fighting engine capable of fighting wildfires in the undeveloped areas of the former Fort Ord; and,

WHEREAS, this coordinated effort between former Fort Ord Land Use Jurisdictions' Public Safety leadership and FORA exemplifies the intent of State Law in creating a multi-agency approach to the economic recovery from the impact of Fort Ord closure; and

WHEREAS, the lease-purchase contract has been fully satisfied by FORA.

NOW THEREFORE the Board hereby resolves that:

1. FORA transfers fire-fighting vehicle title to the City of Monterey to sustain the City's ongoing support of wildfire protection and to supplement existing equipment, enabling increased safety on the former Fort Ord and the City of Monterey.
2. The Board further resolves that in the title transfer of this equipment to Monterey and other agencies, the BRP EIR mitigation measure is hereby declared complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Jerry Edelen, Chair

ATTEST:

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Michael A. Houlemard, Jr., Secretary

**FORT ORD REUSE AUTHORITY  
Resolution XX-XX**

**Resolution of the Fort Ord Reuse Authority Board Recognizing  
Title Transfer of Fire-Fighting Apparatus to the City of Seaside**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

WHEREAS, the Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that FORA, jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a former Fort Ord reuse mitigation; and,

WHEREAS, former Fort Ord Land Use Jurisdictions' Fire Chiefs determined that the addition of wildfire fighting apparatus would be an appropriate method/mitigation to increase wildfire protection and an effective use of Fort Ord Reuse Authority (FORA) funding; and,

WHEREAS, in July 2003 the FORA Board approved the lease-purchase of five fire-fighting engines/equipment; and,

WHEREAS, the City of Seaside received a fire-fighting engine capable of fighting wildfires in the undeveloped areas of the former Fort Ord; and,

WHEREAS, this coordinated effort between former Fort Ord Land Use Jurisdictions' Public Safety leadership and FORA exemplifies the intent of State Law in creating a multi-agency approach to the economic recovery from the impact of Fort Ord closure; and

WHEREAS, the lease-purchase contract has been fully satisfied by FORA.

NOW THEREFORE the Board hereby resolves that:

1. FORA transfers fire-fighting vehicle title to the City of Seaside to sustain the City's ongoing support of wildfire protection and to supplement existing equipment, enabling increased safety on the former Fort Ord and the City of Seaside.
2. The Board further resolves that in the title transfer of this equipment to Seaside and other agencies, the BRP EIR mitigation measure is hereby declared complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Jerry Edelen, Chair

ATTEST:

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

**FORT ORD REUSE AUTHORITY  
Resolution XX-XX**

**Resolution of the Fort Ord Reuse Authority Board Recognizing Title  
Transfer of Fire-Fighting Apparatus to the Ord Military Community**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

WHEREAS, the Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that FORA, jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a former Fort Ord reuse mitigation; and,

WHEREAS, former Fort Ord Land Use Jurisdictions' Fire Chiefs determined that the addition of wildfire fighting apparatus would be an appropriate method/mitigation to increase wildfire protection and an effective use of Fort Ord Reuse Authority (FORA) funding; and,

WHEREAS, in July 2003 the FORA Board approved the lease-purchase of five fire-fighting engines/equipment; and,

WHEREAS, the Ord Military Community received a fire-fighting engine capable of fighting wildfires in the undeveloped areas of the former Fort Ord; and,

WHEREAS, this coordinated effort between former Fort Ord Land Use Jurisdictions' Public Safety leadership and FORA exemplifies the intent of State Law in creating a multi-agency approach to the economic recovery from the impact of Fort Ord closure; and

WHEREAS, the lease-purchase contract has been fully satisfied by FORA.

NOW THEREFORE the Board hereby resolves that:

1. FORA transfers fire-fighting vehicle title to the Ord Military Community to sustain the ongoing support of wildfire protection and to supplement existing equipment, enabling increased safety on the former Fort Ord and the Ord Military Community.
2. The Board further resolves that in the title transfer of this equipment to the Ord Military Community and other agencies, the BRP EIR mitigation measure is hereby declared complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Jerry Edelen, Chair

ATTEST:

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

**FORT ORD REUSE AUTHORITY  
Resolution XX-XX**

**Resolution of the Fort Ord Reuse Authority Board Recognizing Title  
Transfer of Fire-Fighting Apparatus to the Salinas Rural Fire  
Protection District**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

WHEREAS, the Fort Ord Base Reuse Plan (BRP) Environmental Impact Report (EIR) identified that FORA, jointly with the local city managers and fire protection agencies involved, shall develop a regional program that promotes joint efficiencies in operations and funding for additional required fire protection services as a former Fort Ord reuse mitigation; and,

WHEREAS, former Fort Ord Land Use Jurisdictions' Fire Chiefs determined that the addition of wildfire fighting apparatus would be an appropriate method/mitigation to increase wildfire protection and an effective use of Fort Ord Reuse Authority (FORA) funding; and,

WHEREAS, in July 2003 the FORA Board approved the lease-purchase of five fire-fighting engines/equipment; and,

WHEREAS, the Salinas Rural Fire Protection District received a water tender capable of assisting fighting wildfires in the undeveloped areas of the former Fort Ord; and,

WHEREAS, this coordinated effort between former Fort Ord Land Use Jurisdictions' Public Safety leadership and FORA exemplifies the intent of State Law in creating a multi-agency approach to the economic recovery from the impact of Fort Ord closure; and

WHEREAS, the lease-purchase contract has been fully satisfied by FORA.

NOW THEREFORE the Board hereby resolves that:

1. FORA transfers water tender title to the Salinas Rural Fire Protection District to sustain the ongoing support of wildfire protection and to supplement existing equipment, enabling increased safety on the former Fort Ord.
2. The Board further resolves that in the title transfer of this equipment to the Salinas Rural Fire Protection District and other agencies, the BRP EIR mitigation measure is hereby declared complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Jerry Edelen, Chair

ATTEST:

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

**Subject:** Approve Legal Services Budget Reallocation

**Meeting Date:** April 11, 2014

**Agenda Number:** 7e

**ACTION**

### RECOMMENDATION(S):

Approve a \$100,000 expense budget line item shift from *Legal/Litigation* to *Authority Counsel*.

### BACKGROUND/DISCUSSION:

The Fort Ord Reuse Authority holds a contract with Jon Giffen to serve as Authority Counsel through the law firm of Kennedy, Archer and Giffen (KAG). These services are for Litigation/Legal Representation and Authority Counsel services. In the approved FY 13-14 budget, the budget allocation for these services was \$500,000 for Litigation and \$135,000 for Authority Counsel respectively. At that time, Mr. Giffen and staff expected more litigation representation. However, many of Mr. Giffen's hours under the category of Authority Counsel were in response to a significant number of unexpected legal challenges to project related issues and consistency determinations that did not become litigation. Conversely, many of the expected litigation hours have been deferred due to delays in legal maneuvering that will result in savings in the Legal Representation category.

There remains about \$400,000 in the Legal Representation line item available for this transfer. Staff recommends moving \$100,000 from *Legal/Litigation* to *Authority Counsel* to cover this required ongoing expense. As a reminder to the Board, the rates charged by KAG for Authority Counsel work are lower, than for litigation services. Consequently, staff anticipates a slightly lower overall cost for legal services this fiscal year.

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

No fiscal effect as this is reallocation of budgeted (approved) funds.

### COORDINATION:

FORA Executive Committee, Authority Counsel

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Ivana Bednarik Jon Giffen

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## OLD BUSINESS

**Subject:** California Central Coast Veterans Cemetery (CCCVC) Items

**Meeting Date:** April 11, 2014

**Agenda Number:** 8a

**INFORMATION/ACTION**

### RECOMMENDATION(S):

- i. Receive a Veterans Cemetery update.
- ii. Authorize the Executive Officer to execute an amended FORA-Seaside Cemetery Agreement (**Attachment A**).
- iii. Authorize the Executive Officer to execute an amended Army-FORA Economic Development Conveyance (EDC) Agreement Amendment #7 – Cemetery Water Resources (**Attachment B**).
- iv. Approve resolution 14-XX, allocating 15 acre-feet per year (AFY) for 2 years and 5 AFY permanently of groundwater to California Department of Veterans Affairs (CDVA) (**Attachment C**).

### BACKGROUND/DISCUSSION:

Veterans Cemetery advocates after working for more than 20 years have made significant progress over the past year. Recent milestones include:

- State Senator Bill Monning's successful legislation securing a \$1 million loan from the State for the CCCVC;
- State Assembly providing an additional \$1 million in funding;
- Mayor Jason Burnett and Jimmy Panetta leading a fundraising campaign with the Central Coast Veterans Cemetery Foundation that resulted in securing \$600,000 in funding;
- Representative Sam Farr's support in securing a Federal Department of Veterans Administration (DVA) grant for design and construction of the CCCVC;
- City of Seaside, County of Monterey, FORA, CDVA, and California Department of General Services (CDGS) completing resolutions/agreements allowing transfer of cemetery land to the State;
- CDVA and CDGS working with DVA will accomplish preliminary plans – 35% of CCCVC phase I design – by April 1, 2014

In terms of schedule, CDVA and CDGS working with DVA have accomplished substantial work within the last 4-5 months and are on track to complete the design and obtain bids in June 2014, a crucial step in securing the federal DVA grant for construction in Fall 2014.

At its December 13, 2013 meeting, the FORA Board authorized execution of the FORA-State Veterans Cemetery transfer agreement. FORA and other entities need to accomplish a few action items prior to the State's execution of the transfer agreement. First, CDGS requested that FORA and Seaside execute an amended FORA-Seaside Cemetery Agreement to clarify how the State would be obligated to transfer the cemetery parcel to the City of Seaside if the cemetery is not built. Staff recommends Board authorization to execute the amended agreement. Second, during its legislative mission in Washington, D.C., FORA legislative representatives met with Department of Defense (DoD) representatives to discuss the Army providing sufficient groundwater for the CCCVC. Staff recommends Board authorization to executive FORA-EDC Agreement Amendment #7 to obtain these water resources.

Third, staff recommends Board approval of resolution 14-XX, allocating water resources to CDVA for the CCCVC.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

Staff time for this item is included in the approved FORA budget.

**COORDINATION:**

CDVA, CDGS, City of Seaside, U.S. Army, Representative Sam Farr, State Senator Bill Monning, Assembly member Mark Stone, Central Coast Veterans Cemetery Foundation

DRAFT

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Jonathan Garcia Robert Norris

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

**CITY OF SEASIDE AND FORT ORD REUSE AUTHORITY  
CEMETERY AGREEMENT**

This Agreement is made by and among the **FORT ORD REUSE AUTHORITY** (FORA) and the **CITY OF SEASIDE** (CITY) (collectively the "Parties"). It is dated for reference on \_\_\_\_\_, 20143.

**I. RECITALS**

A. Seaside and FORA initially made this agreement on April 12, 2013. This is an amended version of that agreement. This amended agreement replaces and supercedes that initial agreement.

A.B. FORA was formed in 1994 by the Fort Ord Reuse Authority Act, Government Code sections 67650 and following. The goals of the FORA Act are set out in section 67651 as follows:

- "(a) To facilitate the transfer and reuse of the real and other property comprising the military reservation known as Fort Ord with all practical speed.
- (b) To minimize the disruption caused by the base's closure on the civilian economy and the people of the Monterey Bay area.
- (c) To provide for the reuse and development of the base area in ways that enhance the economy and quality of life of the Monterey Bay community.
- (d) To maintain and protect the unique environmental resources of the area."

The FORA Board of Directors has determined by Resolution that, in principle, establishing a California Central Coast Veterans Cemetery (Veterans Cemetery) on the former Fort Ord would carry out these goals. This Agreement sets forth terms and conditions to assist the State of California (STATE) in its efforts to plan for that objective.

CB. In 2011, the Legislature amended Military and Veterans Code section 1450.1, attached to this Agreement as Exhibit B, directing the STATE Department of Veterans Affairs (DEPARTMENT), in cooperation with the CITY, County of Monterey (COUNTY), FORA, and surrounding local agencies, to design, develop, and construct the Veterans Cemetery on the former Fort Ord. This statute also directed the DEPARTMENT to oversee and coordinate the design, development and construction of the Veterans Cemetery consistent with the concepts published in the Monterey County Redevelopment Agency's "California Central Coast Veterans Cemetery Fort Ord Development Master Plan."

~~C. Military and Veterans Code section 1450.1 further authorized the DEPARTMENT to enter into an agreement with FORA to potentially act on behalf of the STATE in completing elements of the Veterans Cemetery. The purpose of this Agreement is also to implement that statutory mandate. That provision is attached to this Agreement as **Exhibit B**.~~

~~D. In 2012, the Legislature amended sections 1451 and 1453 of the Military and Veterans Code pertaining to use of an Endowment Fund to be a repository of monies generated by~~

~~fundraising efforts or public agency advances for the Veterans Cemetery at the former Fort Ord. The Endowment Fund will serve as a mechanism to assure financing of the planning, design, processing, construction and operation of the Veterans Cemetery. This agreement also furthers the planning activities for the potential implementation of those provisions. See Exhibit C.~~

~~D.G.E.~~ FORA holds title to a parcel of land that may be suitable for use as burial site for a Veterans Cemetery (Cemetery Parcel). ~~It is described in Exhibit A to this Agreement.~~ FORA and the CITY have agreed to cooperate with the STATE in planning activities to evaluate the potential establishment of a Veterans Cemetery (~~burial site~~) on that site. The decision to proceed with this project rests with the STATE.

~~E.D.F.~~ Transfer of Title to the property noted in Exhibit A furthers the STATE's effort to apply for federal funds for the planning, processing, review, design, construction and operations financing for a STATE Veterans Cemetery.

~~F.E.G.~~ By separate agreement with the CITY, FORA has agreed to transfer title to a ~~portion of the Cemetery Parcel (burial site)~~ to the STATE for use as a Veterans Cemetery under restrictions administered by the United States Department of Veterans Affairs and the California Department of Veterans Affairs.

**NOW THEREFORE**, the parties agree as follows:

## II. AGREEMENT

1.1. **Consent to Transfer.** CITY authorizes and directs FORA to transfer title to its portion of the Cemetery Parcel (~~burial site~~) described in Exhibit A to the STATE for potential use as a Veterans Cemetery.

1.2. **Use of Cemetery Parcel.** The transfer of title to the Cemetery Parcel will be restricted to the STATE's future potential efforts to apply for federal support and STATE planning of the goals and principles for a STATE Veterans Cemetery under regulations administered by the United States Department of Veterans Affairs and the STATE Department of Veterans Affairs.

1.3. **Waiver of Transfer Right.** CITY waives its right to receive title to the portion of the Cemetery Parcel lying within its jurisdictional limits from FORA, except as otherwise provided in Section 1.6.

1.4. **State Conveyance.** CITY authorizes and directs FORA to convey the Cemetery Parcel (~~burial site~~) directly to the STATE. ~~CITY agrees to execute the instrument attached to this Agreement as Exhibit B.~~

1.5. **Lead Agency.** This Agreement does not obligate any of the parties to proceed with the Veterans Cemetery. That decision has not been made. The decision to proceed with the Veterans Cemetery is in the purview of the STATE. If the STATE elects to proceed, it will act as "lead agency" for purposes of complying with the California Environmental Quality Act ("CEQA") and, to the extent applicable, the National Environmental Policy Act ("NEPA"). The Veterans Cemetery shall not proceed unless and until the STATE has planned for and prepared additional

studies, documents and agreements based on information produced from the CEQA/NEPA environmental review process and on other public review and hearing processes subject to all applicable governmental approvals.

**1.6. Failure to Process a Grant Application to the U.S. Department of Veterans Affairs or Complete Veterans Cemetery.** The parties to this Agreement acknowledge that the state may fail to establish a Veterans Cemetery. ~~In the event a) the STATE elects not to pursue a grant application with the U.S. Department of Veterans Affairs for funding for a Veterans Cemetery by October 1, 2013 or if the Veterans Cemetery is not completed, or b) if the state decides not to move forward with planning the Veterans Cemetery by June 30, 2020, the terms of this Agreement may be terminated by the City, and the STATE, upon receiving a written request from the City, shall promptly convey a portion of the proposed Cemetery Property, as shown on Exhibit A (a portion of the Burial Site), to the City. The STATE has agreed to convey title to the Cemetery Parcel back to the CITY at the CITY's election within one hundred and eighty (180) days of the date on which any one of the following conditions occur, and the terms of this Agreement may be terminated by the CITY:~~

- (a) The Veterans Cemetery is not approved and permitted by all necessary local, state, and federal authorities by June 30, 2020, or
- (b) CalVet elects not to proceed with the construction and operation of the Veterans Cemetery on the Cemetery Parcel, or
- (a)(c) If CalVet commences construction and begins operation of any part of the Veterans Cemetery by June 30, 2020, there shall be no reversion or retransfer pursuant to this condition, or
- (d) Use of the Cemetery Parcel as the Veterans Cemetery is discontinued for more than two consecutive years.

**1.7. Consideration.** As consideration for this Agreement:

- (a) FORA relinquishes its right to receive half the value of the Cemetery Parcel. If, however, the state reconveys the parcel to City under section 1.6, FORA will be entitled to half the land sale proceeds as provided in the Implementation Agreement.
- (b) CITY relinquishes its entitlement to receive title to the portion of the Cemetery Parcel lying within its boundaries, except as set forth with in the Agreement.

~~**1.8. Conditional Effect.** This Agreement will take effect only upon the execution of a companion Agreement between FORA and the STATE in the form attached to this Agreement as **Exhibit C.**~~

## **2. Further Actions.**

Any further actions resulting from this Agreement will become effective only if and after such actions have been considered and approved by FORA and the CITY, following conduct of all legally required procedures. This Agreement does not obligate any of the parties to proceed with the Veterans Cemetery. That decision has not been made. The decision to proceed with the Veterans Cemetery is in the purview of the STATE. The Veterans Cemetery shall not proceed unless and until the STATE has planned for and executed all required studies, documents and

agreements based on information produced from the CEQA/NEPA environmental review process and on other public review and hearing processes subject to all applicable governmental approvals. In the event the STATE commences required studies, documents and agreements for the proposed Veterans Cemetery, the STATE shall include an analysis of transportation plans for access into and out of the Veterans Cemetery, including but not limited to, the potential extension of a roadway as shown in the Regional Transportation Plan dated April 2005. .

Each of the Parties agrees to execute and deliver to the other party such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

**3. Amendment.**

This Agreement may only be amended in writing executed by the Parties.

**4. Interpretation.**

This Agreement contains all of the terms and supersedes any prior oral understandings. This Agreement has been arrived at through negotiation, and has been reviewed by each party's respective counsel. Neither party is to be deemed the drafter under California Civil Code Section 1654.

**5. Notices.**

Any notice required to be given to any party shall be in writing and deemed given if personally delivered upon the other party or deposited in the United States mail and sent certified mail, return receipt requested postage prepaid and addressed to the other party at the address set forth below, or sent via facsimile transmission during normal business hours to the party to which notice is given at the telephone number listed for fax transmission:

*To FORA:* Michael A. Houlemard, Jr.  
Executive Officer  
Fort Ord Reuse Authority  
920 Second Ave  
Marina, CA 93933

Telephone: (831) 883-3672      Facsimile: (831) 883-3675

*To CITY:* John Dunn  
City Manager  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

**6. Indemnification.**

Parties indemnify, defend and hold harmless each other, their officers, agents and employees, from and against any and all claims, liabilities and losses whatsoever (including but not limited to, damages to property, and injuries to or death of persons, court costs and attorneys fees)

occurring to or resulting in any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies hired in connection with the performance of this Agreement, and from any and all claims, liabilities and losses occurring to or resulting in any person, firm, or corporation for damage, injury, or death arising out of or connected with the performance of this Agreement. This indemnification and hold harmless obligation shall not extend to any claim arising from the negligent or willful misconduct of the Parties, their officers, agents, and employees. The provisions of this Section shall survive the termination or expiration of this Agreement and extend for a five-year period thereafter.

## **7. Dispute Resolution.**

Disputes arising under this agreement shall be resolved as follows:

### *a. Prevention of Claims/ Meet and confer (3 days)*

The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three calendar days of the initial request. If the parties are unable to amicably resolve such disagreements or misunderstandings, they agree to enlist the informal assistance of a third party to help them reach an accord. If any disagreement remains unresolved for ten days, the parties agree to submit it to mediation.

### *b. Mediation (30 days)*

Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection (a). Mediation shall commence not more than ten days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration.

Mediation shall be submitted first to a mediator with at least ten years experience in public law. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

### *c. Arbitration (60 days)*

If mediation fails to resolve the dispute, the mediator shall become the arbitrator, and shall proceed to dispose of the case under such rules or procedures as he or she shall select. If the mediator is unable or unwilling to serve as arbitrator, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

**NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.**

**BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.**

FORA's INITIALS \_\_\_\_\_ CITY's INITIALS \_\_\_\_\_

**8. Attorney's Fees.**

If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

**9. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

**10. Waivers**

Any waiver by the Parties of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the individual Parties to take action on any breach or default of Parties or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to either of the Parties to perform any individual obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement.



### III. EXECUTION

#### FORT ORD REUSE AUTHORITY

By: \_\_\_\_\_  
MICHAEL A. HOULEMARD, JR.  
FORA Executive Officer

#### CITY OF SEASIDE

By: \_\_\_\_\_

### IV. EXHIBITS

The following Exhibits are incorporated into this Agreement.

EXHIBIT A. Description of Cemetery Parcel

EXHIBIT B. Section 1450 of the Military and Veterans Code

~~EXHIBIT C. Sections 1451 and 1453 of the Military and Veterans Code~~

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CALIFORNIA CENTRAL COAST VETERANS CEMETERY**

**Parcel X**

Certain real property situate in the incorporated area of the City of Seaside, also situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of the land shown as Parcel B on the map filed in Volume 29 of Surveys at Page 106, Official Records of said County, particularly described as follows:

**Beginning** at the most northeasterly corner of said Parcel B, thence along the easterly boundary line of said Parcel B, South 18°59'46" West, 1951.16 feet, said line also being the City Limit line of the City of Seaside, to the **True Point of Beginning**; thence continuing along said line

- X-1) South 18° 59' 46" West, 1938.75 feet; thence departing said easterly line and said City Limit line
- X-2) Along the arc of a non-tangent curve, the center of which bears North 36° 12' 19" East, 2468.00 feet distant, through a central angle of 11° 54' 41", for an arc distance of 513.08 feet; thence
- X-3) North 41° 53' 00" West, 1237.64 feet to a point which bears North 48° 07' 00" East, 59.00 feet from the northwesterly terminus of the course shown as N41°53'00"W, 791.67' on said map filed in Volume 29 of Surveys at Page 106; thence
- X-4) Along the arc of a tangent curve, the center of which bears North 48° 07' 00" East, 91.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 47.65 feet; thence
- X-5) North 11° 53' 00" West, 59.60 feet; thence
- X-6) Along the arc of a tangent curve, the center of which bears North 78° 07' 00" East, 20.00 feet distant, through a central angle of 117° 07' 49", for an arc distance of 40.89 feet; thence
- X-7) Along the arc of a tangent reverse curve, the center of which bears North 15° 14' 49" East, 552 feet distant, through a central angle of 13° 02' 02", for an arc distance of 125.57 feet; thence
- X-8) South 05° 24' 15" East, 194.48 feet; thence
- X-9) South 41° 53' 00" East, 53.63 feet; thence
- X-10) North 84° 35' 45" East, 278.11 feet; thence
- X-11) North 05° 24' 15" West, 232.73 feet; thence

- X-12) North 84° 35' 45" East, 297.28 feet; thence
- X-13) Along the arc of a tangent curve, the center of which bears North 05° 24' 15" West, 1832.00 feet distant, through a central angle of 20° 16' 03", for an arc distance of 648.04 feet; thence
- X-14) North 64° 19' 42" East, 542.01 feet; thence
- X-15) Along the arc of a tangent curve, the center of which bears South 25° 40' 18" East, 468.00 feet distant, through a central angle of 00° 58' 31", for an arc distance of 7.97 feet, more or less, to the True Point of Beginning.

Containing an area of 32.22 acres, more or less.

**Parcel Y**

Certain real property situate in the unincorporated area of Monterey County, also situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, Official Records of said County, particularly described as follows:

**Beginning** at the most northeasterly corner of Parcel B, as shown on the map filed in Volume 29 of Surveys at Page 106, Official Records of said County, thence along the easterly boundary line of said Parcel B, South 18° 59' 46" West (shown as S 18° 59' 35" W on the map filed in Volume 30 of Surveys at Page 41), 1951.16 feet, said line also being the City Limit line of the City of Seaside, to the **True Point of Beginning**; thence departing said line

- Y-1) Along the arc of a non-tangent curve, the center of which bears South 24° 41' 47" East, 468.00 feet distant, through a central angle of 27° 51' 54", for an arc distance of 227.61 feet; thence
- Y-2) South 86° 49' 53" East, 248.88 feet, more or less, to a point on the easterly line of Parcel D, as shown on the map filed in Volume 30 of Surveys at Page 41; thence along said easterly line
- Y-3) South 04° 34' 26" East, 255.63 feet; thence
- Y-4) South 14° 47' 14" East, 1369.35 feet; thence
- Y-5) South 20° 28' 20" West, 520.37 feet; thence
- Y-6) South 30° 46' 05" West, 373.72 feet; thence departing said easterly line
- Y-7) North 59° 56' 41" West, 185.02 feet; thence
- Y-8) Along the arc of a non-tangent curve, the center of which bears North 31° 48' 45" West, 245.00 feet distant, through a central angle of 64° 30' 09", for an arc distance of 275.82 feet; thence

- Y-9) South 48° 26' 44" West, 151.27 feet; thence
- Y-10) Along the arc of a tangent curve, the center of which bears South 48° 26' 44" West, 632.00 feet distant, through a central angle of 01° 45' 32", for an arc distance of 19.40 feet; thence
- Y-11) North 43° 18' 48" West, 400.28 feet; thence
- Y-12) Along the arc of a tangent curve, the center of which bears South 46° 41' 12" West, 1302.00 feet distant, through a central angle of 12° 17' 09", for an arc distance of 279.19 feet; thence
- Y-13) Along the arc of a tangent reverse curve, the center of which bears North 34° 24' 03" East, 2468.00 feet distant, through a central angle of 01° 48' 16", for an arc distance of 77.73 feet, more or less, to a point on the easterly line of said Parcel B as shown on said map filed in Volume 29 of Surveys at Page 106, said point also being on the City Limit line of the City of Seaside; thence along said easterly line
- Y-14) North 18° 59' 46" East (shown as S 18° 59' 35" W on said map filed in Volume 30 of Surveys at Page 41), 1938.75 feet to the true point of beginning.

Containing an area of 52.16 acres, more or less.

Attached hereto is a plat to accompany this legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

*Kenneth M. Whitson*

KENNETH M. WHITSON, P.E.  
R.C.E. NO. 25766





## MILITARY AND VETERANS CODE

### SECTION 1450

1450. For purposes of this chapter, the following definitions apply:

(a) "Administrative and oversight costs" means costs incurred by the department for the maintenance of the veterans cemetery including, but not limited to, personnel costs, the opening and closing of graves, the interment of remains, committal service coordination, grounds keeping, landscaping, general maintenance, and janitorial services.

(b) "Department" means the Department of Veterans Affairs.

(c) "Endowment Fund" means the California Central Coast State Veterans Cemetery at Fort Ord Endowment Fund.

(d) "Operations Fund" means the California Central Coast State Veterans Cemetery at Fort Ord Operations Fund.

(e) "Phases" means the usual phases of a capital outlay project, and includes studies, preliminary plans, working drawings, including documents necessary to put the construction phase out to bid, and construction.

(f) "Veterans cemetery" means the California Central Coast State Veterans Cemetery at Fort Ord.

1450.1. (a) Pursuant to this chapter, the department, in voluntary cooperation with the Board of Supervisors of the County of Monterey, the City of Seaside, the Fort Ord Reuse Authority, and surrounding counties, cities, and local agencies, shall design, develop, and construct the state-owned and state-operated veterans cemetery, which shall be located on the site of the former Fort Ord.

(b) The department shall oversee and coordinate the design, development, construction, and equipping of the veterans cemetery.

(c) It is the intent of the Legislature that the design of the veterans cemetery closely follows the concepts published in the California Central Coast Veterans Cemetery Fort Ord Development Master Plan as prepared for the Monterey County Redevelopment Agency.

(d) Notwithstanding Section 10107 of the Public Contract Code, and as authorized by Section 67679 of the Government Code, in fulfilling the requirements of subdivision (a), the department may enter into an agreement with the Fort Ord Reuse Authority for the project under subdivision (a) to be under the sole charge and direct control of the veterans cemetery public works project.

1450.2. (a) The Secretary of the California Department of Veterans Affairs shall establish the California Central Coast Veterans Cemetery Advisory Committee that consists of the following persons appointed by the secretary:

(1) One representative from the County of Monterey, nominated by the Board of Supervisors of the County of Monterey.

(2) One representative from the City of Seaside, nominated by the City Council of the City of Seaside.

(3) One representative from the Fort Ord Reuse Authority, nominated by the board of directors of the Fort Ord Reuse Authority.

(4) Two members from the Fort Ord Veterans Cemetery Citizens Advisory Committee, nominated by that committee.

(5) At least two members from the department.

(b) In recognition of the fact that the Endowment Fund will be made up largely of private and local funds, the department shall seek the advice of the Advisory Committee when considering significant changes in the design of the veterans cemetery.

# **Placeholder for Attachments B and C to Item 8a**

***California Central Coast Veterans Cemetery (CCCVC)***

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**These item will be included in the final Board packet.**



# FORT ORD REUSE AUTHORITY BOARD REPORT

## NEW BUSINESS

|                       |   |               |
|-----------------------|---|---------------|
| <b>Subject:</b>       | Appeal: Marina Coast Water District Determination Bay View Community Annexation |               |
| <b>Meeting Date:</b>  | April 11, 2014  | <b>ACTION</b> |
| <b>Agenda Number:</b> | 9a  |               |

### RECOMMENDATION(S):

Adopt a proposed resolution from interim MCWD General Manager and Bay View Community Owners (**Attachment A**). The proposed resolution would not result in MCWD assuming ownership and operational responsibility of the water system located within Bay View Community. However, the proposed resolution may result in an acceptable metering program for the community.

### BACKGROUND/DISCUSSION:

Bay View Community is a privately owned 223-residential unit community located at 5100 Coe Avenue, Seaside, within the former Fort Ord. MCWD provides water and wastewater services to the community. In April 2012, the owners of the Bay View Community requested that MCWD assume ownership and operational responsibility of the water distribution system located within Bay View Community. On May 10, 2012, the MCWD General Manager refused the request.

On September 21, 2012, Bay View Community addressed a letter to FORA, appealing MCWD's request denial (**Attachment B**). Over the course of the last two years, MCWD and Bay View Community representatives have attempted to negotiate a solution to the issue. A few months ago, the interim MCWD General Manager and Bay View Community representatives negotiated a proposed resolution. However, the MCWD Board has not adopted the proposed resolution. On March 14, 2014, Bay View Community representatives requested an additional 30-day period to attempt to resolve the issue with MCWD before bringing their appeal of MCWD's denial to the FORA Board of Directors for consideration, as provided for on page 7 of the FORA-MCWD Facilities Agreement Section 5.13, which reads:

"5.1.3 Complaints. Complaints about MCWD's operation of the facilities will be dealt with in the first instance by MCWD's General Manager or designee. Decisions of the General Manager or designee may be appealed to the FORA Board in the same manner that decisions within the boundaries of MCWD are appealed to MCWD's Board. The decision of the FORA Board on complaints will be final and will exhaust all administrative remedies."

Additional correspondence on this issue is provided under **Attachment C**.

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

Staff time for this item is included in the approved FORA budget.

### COORDINATION:

MCWD, Bay View Community representatives, Administrative and Executive Committees.

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Jonathan Garcia Steve Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

**Proposed resolution:**

1. Bay View Community owners agree to replace all community water meters at cost.
2. Marina Coast Water District (MCWD) agrees to read and bill the community water meters individually.
3. The eight-inch water meter serving Bay View Community will remain in place. MCWD will read this meter as a control meter.
4. Bay View Community owners and MCWD agree that Bay View Community owners will be responsible for payment above a system loss of 10% as measured between the eight-inch water meter and individual community water meters.
5. Bay View Community owners remain responsible for upkeep and maintenance of the water system.

**ANTHONY LOMBARDO & ASS**  
A PROFESSIONAL CORPORATION

**Attachment B to Item 9a**  
**FORA Board Meeting, 4/11/2014**

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
DEBRA GEMGNANI TIPTON

SALINAS, CA 95904  
(831) 751-2330  
FAX (831) 751-2331

September 21, 2012

File No. 03138.001

Mr. Michael Houlemard, Jr.  
Fort Ord Reuse Authority  
100 12<sup>th</sup> Street, Building 2880  
Marina, CA 93933

Re: **Bay View Community**

Dear Mr. Houlemard:

Our firm represents the owners of the Bay View Community located in the former Fort Ord area.

Please accept this letter as an appeal to the Fort Ord Reuse Authority (FORA) of the May 10, 2012 decision of the Marina Coast Water District ("MCWD") General Manager refusing to assume ownership and operational responsibility of the water distribution system located within the Bay View Community.

The attached May 10<sup>th</sup> letter from MCWD provides no explanation for MCWD's refusal to accept the system. Bay View Community is entitled to receive water service on the same basis as all other properties within the former Fort Ord. I am also enclosing copies of the relevant documents from my research which seem to indicate that MCWD does have an obligation to accept the responsibility for the ownership and maintenance of the system.

Attached as Exhibit A is Amendment No. 1 to the MOA between the United States Army and FORA. Article 1, paragraph f of that Agreement states that Bay View Community is to receive service under the same terms and conditions as any other existing residential development in the City of Seaside. The language of this document is clearly inconsistent with MCWD's interpretation that the Bay View Community is to be held to a different standard than the remaining existing residential development in the City of Seaside and treated as if it were a multi-unit residential development in Marina. It appears clear to me from the unequivocal language of this document that Bay View is entitled to have the water system turned over to MCWD and have MCWD read and bill the meters just as they do with every other residential property owner in the City of Seaside.

Attached as Exhibit B is correspondence from the former Mayor of Seaside, former General Manager of the MCWD and the Executive Director of FORA confirming that fact to the owner of Bay View, which again reiterates and amplifies the fact that MCWD is going to provide the

Mr. Michael Houlemard, Jr.  
Fort Ord Reuse Authority  
September 21, 2012  
Page 2

same level of service as it does to other existing residential housing units within the City and FORA development area. Based on our research, it appears that all of those developments are individually metered as has been requested by Bay View.

I have also reviewed the In-Tract Water and Wastewater Collection System Infrastructure Policy dated January, 2004 from MCWD and nowhere in that policy does it describe a situation where any capital improvement is required of a water system within Fort Ord absent the redevelopment of the site by the property owner. Since this portion of the Bay View development is neither scheduled for development nor redevelopment, there is nothing in this property which would mandate any changes to the existing water system which MCWD should have taken ownership and control of many years ago.

Further, the Water/Wastewater Facilities Agreement between the Fort Ord Reuse Authority and MCWD reiterates in paragraph 5.5.1 that it will operate the facilities in Fort Ord consistent with the rules, regulations and policies established by the FORA Board and MCWD which, as they relate to this property, are clearly set forth in the correspondence I referenced previously.

Since paragraph 5.13 of that Agreement makes decisions of the General Manager of the MCWD appealable to the FORA Board, we are hereby filing that appeal.

Please let me know if there is any additional information you need to process this appeal.

Sincerely,



Anthony L. Lombardo

ALL:GHC:mcs

Enclosures

cc: Mr. Ray Roeder  
Jerry Bowden, Esq.  
Terra Chaffee, Esq.



## MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: [www.mcwd.org](http://www.mcwd.org)

TEL: (831) 384-6131 FAX: (831) 883-5995

### DIRECTORS

DAN BURNS  
*President*

HOWARD GUSTAFSON  
*Vice President*

KENNETH K. NISHII  
JAN SHRINER  
WILLIAM Y. LEE

May 10, 2012

Mr. Ray Roeder  
RINC Diversified  
5100 Coe Avenue  
Seaside, CA 93955

Subject: Bay View Community Water and Sewer Infrastructure

Dear Mr. Roeder,

The Marina Coast Water District (District) has reviewed your request for the District assuming ownership and operational responsibility for the potable water and sanitary sewer infrastructure that serves your Bay View Community in Seaside. The District staff has reviewed the submitted Bay View water and sewer system as-built drawings and has conducted a review of the infrastructure.

The results of the review indicate that the Bay View Community water and sewer systems do not conform to MCWD requirements and standards and would require substantial modification to achieve compliance. As such, it would not be in the best interest of the District to assume ownership and operational responsibility.

If you would like to meet to review our findings, please give me a call at (831) 883-5925. Thank you for your patience in this matter.

Sincerely,

Carl Niizawa, P.E.  
Deputy General Manager/District Engineer

Cc: James Derbin                      Jim Heitzman  
      Lloyd Lowrey                     Brian True

# EXHIBIT A

KR LLP DRAFT  
7/26/01

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AMENDMENT NO. 1  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE SECRETARY OF THE ARMY  
UNITED STATES DEPARTMENT OF THE ARMY  
AND  
THE FORT ORD REUSE AUTHORITY  
FOR THE SALE OF  
PORTIONS OF THE FORMER FORT ORD  
LOCATED IN MONTEREY COUNTY, CALIFORNIA

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THIS AMENDMENT NO. 1 to the *Memorandum of Agreement between the United States of America acting by and through the Secretary of the Army, United States Department of the Army, and the Fort Ord Reuse Authority for the Sale of Portions of the Former Fort Ord Located in Monterey County, California dated June 20, 2000* ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2001 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Army ("Government"), and **THE FORT ORD REUSE AUTHORITY** ("Authority"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Authority are sometimes referred to herein collectively as the "Parties."

## RECITALS

WHEREAS, the Parties did enter into the Agreement for the "No Cost" Economic Development Conveyance ("EDC") to the Authority of a portion of the former Fort Ord, California ("Property") pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175);

WHEREAS, subsequent to the execution and delivery of the Agreement, the Parties determined that in accordance with the Reuse Plan and in order to facilitate the economic redevelopment of the Property, it is desirable and necessary to include within the scope of the Agreement the Water and Wastewater Systems at the former Fort Ord ("Water Systems"), more particularly described in the Quitclaim Deed attached as Exhibit A to this Amendment No. 1, for transfer through the Authority to the Marina Coast Water District ("District") in lieu of a direct transfer of the Water Systems from the Government to the District under a Public Benefit Conveyance ("PBC");

FORT ORD MOA AMENDMENT NO. 1

1  
2 WHEREAS, subsequent to the execution and delivery of the Agreement, Section  
3 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 was amended by Section  
4 2821 of the National Defense Authorization Act for Fiscal Year 2001 (Pub. L. No. 106-398) to  
5 change certain requirements regarding the use of proceeds from the sale or lease of the Property  
6 transferred under the Agreement.  
7

8 NOW THEREFORE, in consideration of the foregoing premises and the respective  
9 representations, agreements, covenants and conditions herein contained, and other good and  
10 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
11 Parties agree as follows:  
12

13 AGREEMENTS  
14

15 **Article 1. Water and Wastewater Systems**  
16

17 a. In lieu of the Government transferring the Water and Wastewater Systems and all  
18 associated and ancillary rights directly to the District under the PBC dated August 26, 1997, as  
19 described in paragraph 5.01 of the Agreement, the Government, pursuant to paragraph 2.01 of  
20 the Agreement, shall transfer to the Authority at no-cost, as part of the Economic Development  
21 Conveyance, simultaneously with the execution of this Amendment No. 1, the Water and  
22 Wastewater Systems on the Property and the Presidio of Monterey Annex, together with all their  
23 respective water rights and wastewater discharge rights and ancillary rights.  
24

25 b. Notwithstanding Article 5.02 of the MOA, the Government and the Authority  
26 agree that the water rights reserved to the Government are reduced by 38 acre feet per year  
27 ("afy") for a total reservation of water rights for the Government of 1691 afy. The Government  
28 and the Authority agree further that the water rights to be conveyed to the Authority pursuant to  
29 this Amendment No. 1 shall be 38 afy in addition to the water rights described in the District  
30 PBC Application dated August 26, 1997 for a total conveyance of water rights to the Authority  
31 of 4,909 afy.  
32

33 c. The Transfer of the Water and Wastewater Systems on the Property and the  
34 Presidio of Monterey Annex, together with all their respective water rights and wastewater  
35 discharge rights and ancillary rights, shall be accomplished upon the execution by the  
36 Government and the recordation by the Authority of the Deed attached as Exhibit A to this  
37 Amendment No. 1.  
38

39 d. Immediately following the transfer of the Water and Wastewater Systems and  
40 their associated and ancillary rights from the Government to the Authority, the Authority shall  
41 transfer the Water and Wastewater Systems and all associated and ancillary rights to the District.  
42

FORT ORD MOA AMENDMENT NO. 1

1 e. The Authority, through allocation instructions to the District, the Authority  
2 selected water purveyor, agrees to provide water service to the SunBay Housing Area  
3 ("SunBay"), in an amount up to 120 afy in the same fashion as water service is provided to other  
4 users on the former Fort Ord.

5  
6 f. The Authority, through allocation instructions to the District, the Authority  
7 selected water purveyor, agrees to provide water service to the Bay View Community/Brostrom  
8 Housing Area ("Bay View"), in an amount equal to .21 afy per residential housing unit times 223  
9 residential housing units, and 38 afy (.21 afy X 223 + 38 afy) as follows:

- 10  
11 1. Under the same terms and conditions of any other existing residential  
12 development in the City of Seaside, California ("Seaside").  
13 2. Bay View residents will have three years to reduce consumption at Bay View to  
14 meet Seaside's .21 afy per unit conservation requirement without penalty.  
15 3. Bay View residents will be charged at the then District rate as any other former  
16 Fort Ord user will be charged for similar water services.  
17 4. The same level of water service (.21 afy per residential housing unit times 223  
18 residential housing units, and 38 afy) shall be available for future residential  
19 development on the Bay View site when and if a project is approved in  
20 conformity with Seaside's General Plan and Zoning requirements.  
21 5. If a future development on the Bay View site can achieve a more efficient use of  
22 this amount of water service, credit for such conservation may be applied to an  
23 increase in units on the Bay View property in conformity with Seaside's General  
24 Plan and Zoning requirements if and when a project is approved.  
25

26 **Article 2. Reporting Period**

27  
28 In accordance with Section 2821 of the National Defense Authorization Act for Fiscal  
29 Year 2001 (Pub. L. No. 106-398) and the Agreement, the Agreement is hereby amended as  
30 follows:

31  
32 a. In paragraph 1.20 of the Agreement, delete the definition of Reporting Period in  
33 its entirety and substitute the following:

34  
35 "A period of time, beginning with the recordation of the Deed or Lease in  
36 Furtherance of Conveyance ("LIFOC") for the initial transfer of property and  
37 ending seven (7) years thereafter, within which the Authority will submit annual  
38 statements as described in paragraph 2.01(F) of this Agreement."  
39

40 b. In paragraph 2.01(F) of the Agreement delete the first sentence and substitute the  
41 following:  
42



FORT ORD MOA AMENDMENT NO. 1

1 "The Authority shall prepare and submit to the Government an annual financial  
2 statement certified by an independent certified public accountant. The statement  
3 shall cover the Authority's use of proceeds it receives from the sale, lease, or  
4 equivalent use of the Property. The first such statement shall cover the 12 month  
5 period beginning on the date of recordation of the first Deed or LIFO and shall  
6 be delivered to Government within 60 days of the end of that period and annually  
7 thereafter. The seven-year period will commence with the recordation of the  
8 Deed or LIFO for the initial transfer of property. The last such statement shall  
9 cover the 12 month period beginning on the date seven years following the  
10 recordation of the Deed or LIFO for the initial transfer of property. The  
11 financial statements shall cover all parcels of property that have been conveyed  
12 during the seven-year period."

13  
14 **Article 3. Survival and Benefit**

15  
16 a. Unless defined separately, the terms used in this Amendment No. One shall be the  
17 same as used and defined in the Agreement.

18  
19 b. Except as set forth herein, and unless modified specifically by this Amendment  
20 No. 1, the terms and conditions contained in the Agreement shall remain binding upon the  
21 Parties and their respective successors and assigns as set forth in the Agreement.

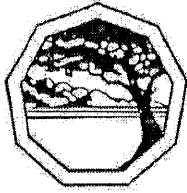
22  
23 **In Witness whereof**, the Parties, intending to be legally bound, have caused their duly  
24 authorized representatives to execute and deliver this Amendment No. 1 as of the date first above  
25 written.

26  
27 **UNITED STATES OF AMERICA,**  
28 **Acting by and through the Department of the Army**

29  
30  
31 **By:** \_\_\_\_\_  
32 **PAUL W. JOHNSON**  
33 **Deputy Assistant Secretary of the Army (I&H)**

34  
35  
36 **FORT ORD REUSE AUTHORITY**  
37 **LOCAL REDEVELOPMENT AUTHORITY**

38  
39  
40 **By:** \_\_\_\_\_  
41 **JIM PERRINE**  
42 **Chair**



# EXHIBIT B

## FORT ORD REUSE AUTHORITY

100 12TH STREET, BUILDING 2880, MARINA, CALIFORNIA 93933  
PHONE: (831) 883-3672 • FAX: (831) 883-3673  
WEBSITE: [www.fora.org](http://www.fora.org)

January 4, 2002

Bay View/Brostrom  
ATTN: Ray Roeder  
c/o The RINC Organization  
5100 Coe Avenue  
Seaside, CA 93955

RE: Bay View/Brostrom - Commitment Regarding Provision of Water Resources and Services

Dear Mr. Roeder:

This letter offers a specific commitment from the City of Seaside ("the City"), the Fort Ord Reuse Authority ("FORA") and the Marina Coast Water District ("MCWD") regarding the provision of water resources and services for the Bay View Community/Brostrom Housing Area ("Bay View/Brostrom") at the former Fort Ord.

FORA has adopted a policy that all existing and future developments on the former Fort Ord will be treated on an equitable basis. In order to implement this policy, and to comply with other provisions of the Final Fort Ord Base Reuse Plan, FORA has adopted a water resources and services distribution program that includes requirements for water conservation and use. The distribution program is formally acknowledged in agreements with the MCWD, the United States Army, and the underlying jurisdictions, including the City, to guide the supply of water resources and services to properties within the former Fort Ord geographic envelope.

As the State empowered redevelopment entity for the former Fort Ord, and in compliance with the approved distribution program, FORA recognizes the water resource and service needs for Bay View and assures the provision of water resources and services to these existing residential housing units under the same terms and conditions as other existing developments within the City and the FORA development area. Specifically, and pursuant to Amendment No. 1 dated October 23, 2001 to the Fort Ord Economic Development Memorandum of Agreement, FORA, through allocation instructions to MCWD, agrees to provide water resources and services to Bay View, in an amount equal to .21 acre feet per year ("afy") per residential housing unit times 223 residential housing units, and 38 afy (.21 afy X 223 + 38 afy) as follows:

1. Under the same terms and conditions of any other existing residential development in the City.
2. Bay View residents will have three years to reduce consumption at Bay View to meet the City's .21 afy per unit conservation requirement without penalty.
3. Bay View residents will be charged at the then MCWD rate as any other former Fort Ord user will be charged for similar water services.
4. The same level of water service (.21 afy per residential housing unit times 223 residential housing units, and 38 afy) shall be available for future residential development on the Bay View site when and if a project is approved in conformity with the City's General Plan and Zoning requirements.

Bay View/Brostrom: Commitment Re Water Resources & Service


January 4, 2002

Page 2

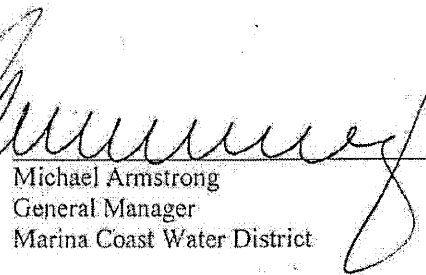
5. If a future development can achieve a more efficient use of this amount of water service, credit for such conservation will be applied to an increase in units on the Bay View property in conformity with the City's General Plan and Zoning requirements.

MCWD, as the FORA selected water purveyor for the former Fort Ord, accepts responsibility for providing the above-described level of water resources and services to Bay View consistent with the provision of water resources and services for all other projects and in compliance with the policies for conservation required throughout the former Fort Ord.

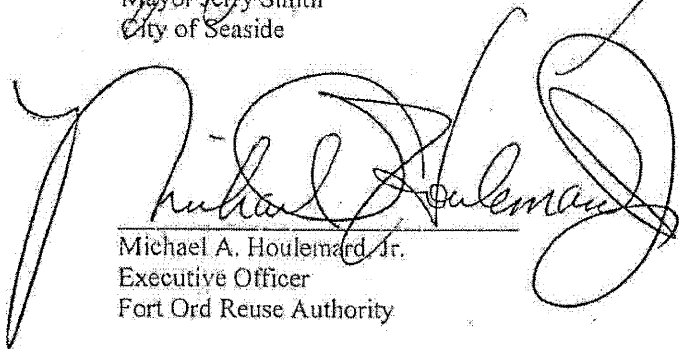
Yours truly,



\_\_\_\_\_  
Mayor Jerry Smith  
City of Seaside



\_\_\_\_\_  
Michael Armstrong  
General Manager  
Marina Coast Water District



\_\_\_\_\_  
Michael A. Houlemaud, Jr.  
Executive Officer  
Fort Ord Reuse Authority

c: George Schlossberg, Esq., Kutak Rock  
Jim Feeney, FORA

**ANTHONY LOMBARDO & ASSO**  
A PROFESSIONAL CORPORATION

Attachment C to Item 9a  
FORA Board Meeting, 4/11/2014

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
DEBRA GEMGNANI TIPTON

SALINAS, CA 93902  
(831) 751-2330  
FAX (831) 751-2331

August 13, 2012

File No. 03138.001

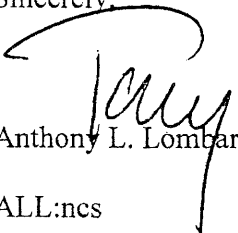
Mr. Michael Houlemard  
Fort Ord Reuse Authority  
920 Second Avenue, Suite A  
Marina, CA 93933

Re: **Marina Coast Water District Issues/Bay View Mobile Home Park**

Dear Michael:

Per our conversation of last week, please find enclosed copies of my correspondence with Lloyd Lowrey and Jim Heitzman. Please call me after you have had a chance to review these.

Sincerely,

  
Anthony L. Lombardo

ALL:ncs

Enclosures

S

8138.1

**Tony Lombardo**

---

**From:** Tony Lombardo  
**Sent:** Thursday, July 19, 2012 10:33 AM  
**To:** Lowrey, Lloyd (lloyre@nheh.com); jheitzman@mcwd.org  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW COMMUNITY

Lloyd and Jim:

I am writing to inform you that Marina Coast's most recent billing on Account No. 000990-000 of \$6,276.63 has been deposited in my trust account in addition to the amount previously deposited pending resolution of the dispute over the ownership and maintenance of the water system within the Bay View project.

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
Email [tony@alombardolaw.com](mailto:tony@alombardolaw.com)

**PRIVILEGED & CONFIDENTIAL -- ATTORNEY CLIENT PRIVILEGE -- ATTORNEY WORK PRODUCT**  
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3817

**BAY VIEW COMMUNITY DE LLC-AP**  
GENERAL ACCOUNT  
5100 COE AVENUE  
SEASIDE, CA 93955  
(831) 899-9900

**FREMONT BANK**  
CARMEL OFFICE  
26356 CARMEL RANCHO LANE, CARMEL, CA 93923

ESShield™ Check Fraud  
Protection for Business

90-788-1211

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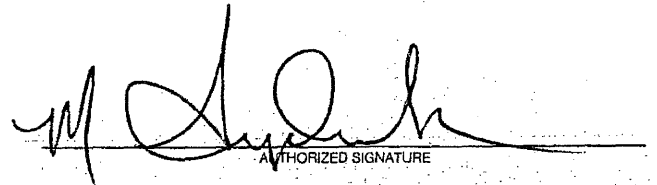
PAY TO THE ORDER OF Anthony Lombardo & Associates

\$ \*\*6,276.63

Six Thousand Two Hundred Seventy-Six and 63/100\*\*\*\*\*

DOLLARS

Anthony Lombardo & Associates  
450 Lincoln Ave, Suite 103  
Salinas, Ca. 93901

  
AUTHORIZED SIGNATURE

Security features. Details on back

MEMO Marina Coast Water - Acct: 000990-000

⑈003817⑈ ⑆121107882⑆ 149025008⑈

**BAY VIEW COMMUNITY DE LLC-AP**

3817

Anthony Lombardo & Associates

7/16/2012

Date Type Reference  
7/10/2012 Bill

Original Amt.  
6,276.63

Balance Due  
6,276.63

Discount

Payment  
6,276.63

Check Amount

BVC - AP

Marina Coast Water - Acct: 000990-000

6,276.63

**Tony Lombardo**

3138.1

**From:** Tony Lombardo  
**Sent:** Wednesday, July 11, 2012 3:31 PM  
**To:** jheitzman@mcwd.org; Lowrey, Lloyd (lloyre@nheh.com)  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW COMMUNITY

Jim and Lloyd:

I am following up on my letter of June 29<sup>th</sup> regarding the water system serving the Bay View Mobile Home Park. In light of the dispute between Bay View and the Marina Coast Water District over Marina Coast's responsibility to operate the system, my client has made payment to my trust account of \$5,229.90 which is the last month's billing to the master meter in addition to the billings which you were sending to the individual accounts in Bay View. I have deposited those amounts in my trust account for the benefit of Marina Coast Water District and will hold the monthly amounts of those billings in my trust account pending the resolution of this dispute.

I look forward to your reply to my previous correspondence.

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
Email [tony@alombardolaw.com](mailto:tony@alombardolaw.com)

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**ANTHONY LOMBARDO & ASSOCIATES**

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
LINDA NEFF SUNDE

450 LINCOLN AVENUE, SUITE 101  
P.O. Box 2330  
SALINAS, CA 93902  
(831) 751-2330  
FAX (831) 751-2331

June 29, 2012

File No. 03138.001

Mr. Jim Heitzman  
General Manager  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933-2099

Lloyd W. Lowrey, Esq.  
Noland, Hamerly  
333 Salinas Street  
Salinas, CA 93901

Re: **Bay View Community Water Service**

Dear Jim and Lloyd:

Thank you for sending me the information you referenced during our last meeting. I have also done some additional research regarding agreements between FORA and the Marina Coast Water District related to the Bay View property.

I am enclosing copies of the relevant documents from my research which seem to indicate that the District does have an obligation to accept the responsibility for the ownership and maintenance of the system.

Attached as Exhibit A is Amendment No. 1 to the MOA between the United States Army and FORA.

Article 1, paragraph f. of that Agreement states that Bay View Community is to receive service under the same terms and conditions as any other existing residential development in the City of Seaside. The language of this document is clearly inconsistent with the District's interpretation that the Bay View Community is to be held to a different standard than the remaining existing residential development in the City of Seaside and treated as if it were a multi-unit residential development in Marina. It appears clear to me from the unequivocal language of this document that Bay View is entitled to have the water system turned over to Marina Coast and have Marina Coast read and bill the meters just as they do with every other residential property owner in the City of Seaside.

Attached as Exhibit B is correspondence from the former Mayor of Seaside, former General Manager of the Marina Coast Water District and the Executive Director of FORA confirming that fact to the owner of Bay View, which again reiterates and amplifies the fact that Marina Coast is going to provide the same level of service as it does to other existing residential housing units within the City and FORA development area. As we discussed at our meeting last week, it

5



Mr. Jim Heitzman  
Lloyd W. Lowrey, Esq.  
June 29, 2012  
Page 2

appears that all of those developments are individually metered as has been requested by Bay View.

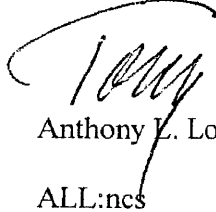
I have also reviewed the In-Tract Water and Wastewater Collection System Infrastructure Policy dated January, 2004 from Marina Coast Water District and nowhere in that policy does it describe a situation where any capital improvement is required of a water system within Fort Ord absent the redevelopment of the site by the property owner. Since this portion of the Bay View development is neither scheduled for development nor redevelopment, there is nothing in this property which would mandate any changes to the existing water system which Marina Coast should have taken ownership and control of many years ago.

The document Lloyd was kind enough to send me, which is entitled Water/Wastewater Facilities Agreement between the Fort Ord Reuse Authority and Marina Coast reiterates in paragraph 5.5.1 that it will operate the facilities in Fort Ord consistent with the rules, regulations and policies established by the FORA Board and District which, as they relate to this property, are clearly set forth in the previous correspondence I referenced.

I also noted in paragraph 5.13 of the same Agreement that it references decisions of the General Manager being appealed to the FORA Board, not to the Marina Coast Board as it relates to this water system. It also, therefore, appears that the appeal of the General Manager's decision should potentially be to the FORA Board, not to the Marina Coast Board.

Please give me a call after you have had a chance to review this so we can determine how we need to proceed.

Sincerely,



Anthony V. Lombardo

ALL:ncs

Enclosures

cc: Mr. Ray Roeder

# EXHIBIT A

KR LLP DRAFT  
7/26/01

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**AMENDMENT NO. 1  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE SECRETARY OF THE ARMY  
UNITED STATES DEPARTMENT OF THE ARMY  
AND  
THE FORT ORD REUSE AUTHORITY  
FOR THE SALE OF  
PORTIONS OF THE FORMER FORT ORD  
LOCATED IN MONTEREY COUNTY, CALIFORNIA**

THIS AMENDMENT NO. 1 to the *Memorandum of Agreement between the United States of America acting by and through the Secretary of the Army, United States Department of the Army, and the Fort Ord Reuse Authority for the Sale of Portions of the Former Fort Ord Located in Monterey County, California dated June 20, 2000* ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2001 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Army ("Government"), and **THE FORT ORD REUSE AUTHORITY** ("Authority"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Authority are sometimes referred to herein collectively as the "Parties."

## RECITALS

**WHEREAS**, the Parties did enter into the Agreement for the "No Cost" Economic Development Conveyance ("EDC") to the Authority of a portion of the former Fort Ord, California ("Property") pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175);

**WHEREAS**, subsequent to the execution and delivery of the Agreement, the Parties determined that in accordance with the Reuse Plan and in order to facilitate the economic redevelopment of the Property, it is desirable and necessary to include within the scope of the Agreement the Water and Wastewater Systems at the former Fort Ord ("Water Systems"), more particularly described in the Quitclaim Deed attached as Exhibit A to this Amendment No. 1, for transfer through the Authority to the Marina Coast Water District ("District") in lieu of a direct transfer of the Water Systems from the Government to the District under a Public Benefit Conveyance ("PBC");



**FORT ORD MOA AMENDMENT NO. 1**

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9 residential housing units, and 38 afy (.21 afy X 223 + 38 afy) as follows:

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22 this amount of water service, credit for such conservation may be applied to an  
23 increase in units on the Bay View property in conformity with Seaside's General  
24 Plan and Zoning requirements if and when a project is approved.  
25

26 **Article 2. Reporting Period**

27  
28 In accordance with Section 2821 of the National Defense Authorization Act for Fiscal  
29 Year 2001 (Pub. L. No. 106-398) and the Agreement, the Agreement is hereby amended as  
30 follows:

31  
32 a. In paragraph 1.20 of the Agreement, delete the definition of Reporting Period in  
33 its entirety and substitute the following:

34  
35 "A period of time, beginning with the recordation of the Deed or Lease in  
36 Furtherance of Conveyance ("LIFOC") for the initial transfer of property and  
37 ending seven (7) years thereafter, within which the Authority will submit annual  
38 statements as described in paragraph 2.01(F) of this Agreement."  
39

40 b. In paragraph 2.01(F) of the Agreement delete the first sentence and substitute the  
41 following:  
42

**FORT ORD MOA AMENDMENT NO. 1**

1           “The Authority shall prepare and submit to the Government an annual financial  
2 statement certified by an independent certified public accountant. The statement  
3 shall cover the Authority's use of proceeds it receives from the sale, lease, or  
4 equivalent use of the Property. The first such statement shall cover the 12 month  
5 period beginning on the date of recordation of the first Deed or LIFO and shall  
6 be delivered to Government within 60 days of the end of that period and annually  
7 thereafter. The seven-year period will commence with the recordation of the  
8 Deed or LIFO for the initial transfer of property. The last such statement shall  
9 cover the 12 month period beginning on the date seven years following the  
10 recordation of the Deed or LIFO for the initial transfer of property. The  
11 financial statements shall cover all parcels of property that have been conveyed  
12 during the seven-year period.”  
13

14           **Article 3. Survival and Benefit**  
15

16           a.       Unless defined separately, the terms used in this Amendment No. One shall be the  
17 same as used and defined in the Agreement.  
18

19           b.       Except as set forth herein, and unless modified specifically by this Amendment  
20 No. 1, the terms and conditions contained in the Agreement shall remain binding upon the  
21 Parties and their respective successors and assigns as set forth in the Agreement.  
22

23           **In Witness whereof**, the Parties, intending to be legally bound, have caused their duly  
24 authorized representatives to execute and deliver this Amendment No. 1 as of the date first above  
25 written.  
26

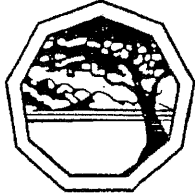
27           **UNITED STATES OF AMERICA,**  
28 **Acting by and through the Department of the Army**  
29  
30

31           By: \_\_\_\_\_  
32               **PAUL W. JOHNSON**  
33               Deputy Assistant Secretary of the Army (I&H)  
34  
35

36           **FORT ORD REUSE AUTHORITY**  
37 **LOCAL REDEVELOPMENT AUTHORITY**  
38  
39

40           By: \_\_\_\_\_  
41               **JIM PERRINE**  
42               Chair

# EXHIBIT B



## FORT ORD REUSE AUTHORITY

100 12TH STREET, BUILDING 2880, MARINA, CALIFORNIA 93933

PHONE: (831) 883-3672 - FAX: (831) 883-3675

WEBSITE: [www.fora.org](http://www.fora.org)

January 4, 2002

Bay View/Brostrom  
ATTN: Ray Roeder  
c/o The RINC Organization  
5100 Coe Avenue  
Seaside, CA 93955

RE: Bay View/Brostrom - Commitment Regarding Provision of Water Resources and Services

Dear Mr. Roeder:

This letter offers a specific commitment from the City of Seaside ("the City"), the Fort Ord Reuse Authority ("FORA") and the Marina Coast Water District ("MCWD") regarding the provision of water resources and services for the Bay View Community/Brostrom Housing Area ("Bay View/Brostrom") at the former Fort Ord.

FORA has adopted a policy that all existing and future developments on the former Fort Ord will be treated on an equitable basis. In order to implement this policy, and to comply with other provisions of the Final Fort Ord Base Reuse Plan, FORA has adopted a water resources and services distribution program that includes requirements for water conservation and use. The distribution program is formally acknowledged in agreements with the MCWD, the United States Army, and the underlying jurisdictions, including the City, to guide the supply of water resources and services to properties within the former Fort Ord geographic envelope.

As the State empowered redevelopment entity for the former Fort Ord, and in compliance with the approved distribution program, FORA recognizes the water resource and service needs for Bay View and assures the provision of water resources and services to these existing residential housing units under the same terms and conditions as other existing developments within the City and the FORA development area. Specifically, and pursuant to Amendment No. 1 dated October 23, 2001 to the Fort Ord Economic Development Memorandum of Agreement, FORA, through allocation instructions to MCWD, agrees to provide water resources and services to Bay View, in an amount equal to .21 acre feet per year ("afy") per residential housing unit times 223 residential housing units, and 38 afy (.21 afy X 223 + 38 afy) as follows:


1. Under the same terms and conditions of any other existing residential development in the City.
2. Bay View residents will have three years to reduce consumption at Bay View to meet the City's .21 afy per unit conservation requirement without penalty.
3. Bay View residents will be charged at the then MCWD rate as any other former Fort Ord user will be charged for similar water services.
4. The same level of water service (.21 afy per residential housing unit times 223 residential housing units, and 38 afy) shall be available for future residential development on the Bay View site when and if a project is approved in conformity with the City's General Plan and Zoning requirements.

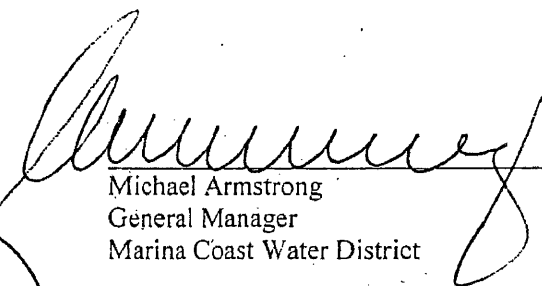
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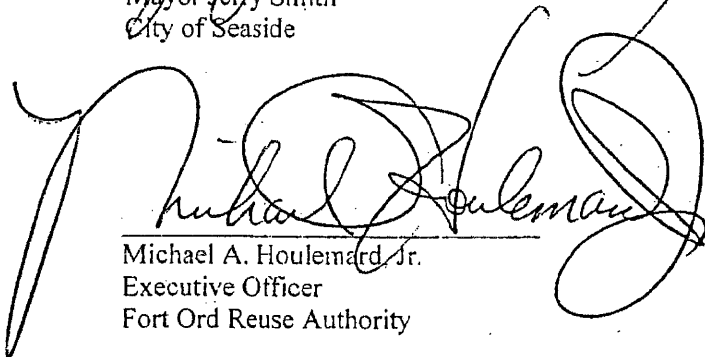
5. If a future development can achieve a more efficient use of this amount of water service, credit for such conservation will be applied to an increase in units on the Bay View property in conformity with the City's General Plan and Zoning requirements.

MCWD, as the FORA selected water purveyor for the former Fort Ord, accepts responsibility for providing the above-described level of water resources and services to Bay View consistent with the provision of water resources and services for all other projects and in compliance with the policies for conservation required throughout the former Fort Ord.

Yours truly,

  
\_\_\_\_\_  
Mayor Jerry Smith  
City of Seaside

  
\_\_\_\_\_  
Michael Armstrong  
General Manager  
Marina Coast Water District

  
\_\_\_\_\_  
Michael A. Houlemard, Jr.  
Executive Officer  
Fort Ord Reuse Authority

c: George Schlossberg, Esq., Kutak Rock  
Jim Feeney, FORA

## Nancy Stafford

---

**From:** Nancy Stafford  
**Sent:** Friday, June 29, 2012 11:57 AM  
**To:** jheitzman@mcwd.org; Lowrey, Lloyd (lloy@nheh.com)  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW COMMUNITY WATER SERVICE  
**Attachments:** L-HEITZMAN, LOWREY.06.29.12.pdf

Good morning, Mr. Heitzman and Mr. Lowrey:

Please find attached a letter to you from Mr. Lombardo regarding the above referenced subject. The originals have been placed in today's mail.

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Nancy Stafford  
Secretary to Anthony L. Lombardo and Dale Ellis  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
Email [nancy@alombardolaw.com](mailto:nancy@alombardolaw.com)



## Tony Lombardo

---

**From:** Tony Lombardo  
**Sent:** Friday, June 01, 2012 2:28 PM  
**To:** Lowrey, Lloyd (lloyre@nheh.com)  
**Cc:** rr@rincorg.com; 'Dave Fuller (dfuller@wwdengineering.com)'; jheitzman@mcwd.org  
**Subject:** BAY VIEW/MCWD

Lloyd:

Thank you for scheduling yesterday's meeting.

I am writing to follow up on our discussions.

My client would like to first investigate the issues raised in our discussions prior to scheduling the appeal hearing. Please accept this as a request by appellant to not set the hearing for the appeal until such time as we have had a chance to review the information we discussed yesterday. We can pick a date to set the hearing on the appeal (if necessary) once we have had an opportunity to further discuss the information you are going to provide.

In that regard, it is my understanding that the District is going to provide a copy of their Master Metering/Multi-Unit Residential Metering Ordinance as well as a copy of the Water/Wastewater Facilities Agreement between the District and Ft. Ord.

It would also be helpful, I believe, if the District could provide information on its ownership of the water system within the former Ft. Ord particularly those which were constructed prior to Base closure and are not consistent with the current construction standards for Marina Coast. As I mentioned yesterday, we could do this by Public Records Act request, but I assume we can work cooperatively to obtain this information.

I have also requested more information from my client on his future plans for the property and the status of the property as a mobile home park.

Thank you for your assistance. I look forward to receiving the information from you and will probably set up a subsequent meeting at that time.

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
Email [tony@alombardolaw.com](mailto:tony@alombardolaw.com)

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**ANTHONY LOMBARDO & ASSOCIATES**

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
LINDA NEFF SUNDE

450 LINCOLN AVENUE, SUITE 101  
P.O. Box 2330  
SALINAS, CA 93902  
(831) 751-2330  
FAX (831) 751-2331

May 17, 2012

File No. 03138.001

MAY 18 2012

Mr. Jim Heitzman  
General Manager  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933-2099

Re: **Bay View Community**

Dear Mr. Heitzman:

Our firm represents the owners of the Bay View Community located in the former Fort Ord area.

Please accept this letter as an appeal of the May 10, 2012 decision of the General Manager of the Marina Coast Water District ("MCWD") refusing to assume ownership and operational responsibility of the water distribution system located within the Bay View Community. The fifteen dollar (\$15.00) filing fee is enclosed.

The May 10<sup>th</sup> letter provides no explanation for the reason the District is refusing to accept the system. Bay View Community is entitled to receive water service on the same basis as all other properties within the former Fort Ord.

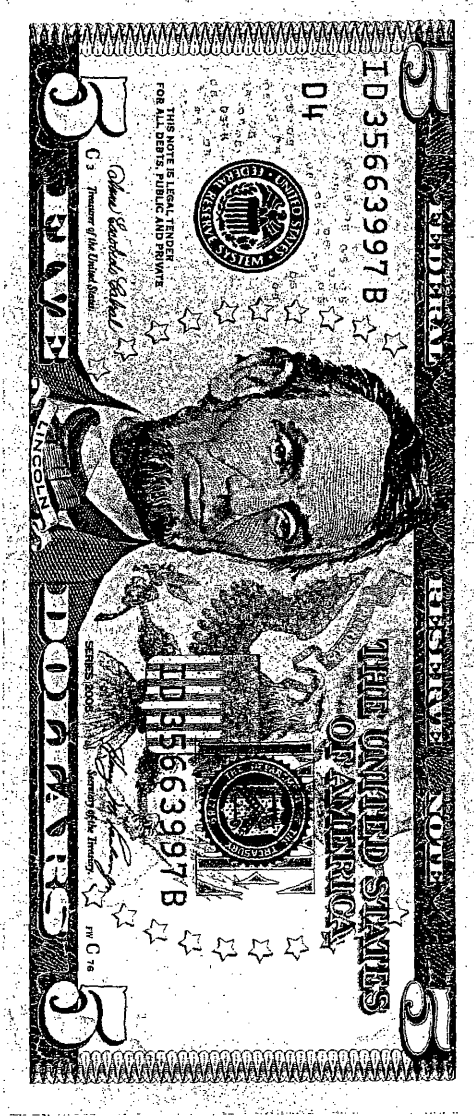
Respectfully submitted,

Anthony L. Lombardo

ALL:ncs

Enclosure

cc: Mr. Ray Roeder (without Enclosure)  
Lloyd W. Lowrey, Esq. (without Enclosure)



3138.001

**ANTHONY LOMBARDO & ASSOCIATES**

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
LINDA NEFF SUNDE

450 LINCOLN AVENUE, SUITE 101  
P.O BOX 2330  
SALINAS, CA 93902  
(831) 751-2330  
FAX (831) 751-2331

May 15, 2012

Lloyd Lowery, Esq.  
Noland, Hamerly, Etienne & Hoss  
Post Office Box 2510  
Salinas, California 93902-2510

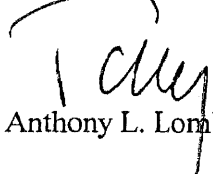
Re: **Marina Coast Water District**

Dear Lloyd:

We represent the Bay View Community in Seaside. On May 10, 2012, our client received a letter from your client, the Marina Coast Water District ("MCWD"), indicating that the MCWD staff had declined to "assume ownership and operational responsibility" for the water and sewer systems currently providing water to the Bay View Community. Can you please let me know what the process is that we need to follow to appeal the staff's decision?

Thank you.

Sincerely,



Anthony L. Lombardo

ALL/gp

cc: client

**Tony Lombardo**

3138.1

**From:** Tony Lombardo  
**Sent:** Monday, May 14, 2012 4:33 PM  
**To:** jheitzman@mcwd.org; Lowrey, Lloyd (lloyre@nheh.com)  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW COMMUNITY WATER SYSTEM

Gentlemen:

I received a copy of the letter that was sent to my client last week.

I would appreciate it if the District would provide specifics of why you are refusing to accept the system and provide me with information regarding whether or not there is any right of appeal of that determination to the District Board and when such an appeal would have to be made.

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
Email [tony@alombardolaw.com](mailto:tony@alombardolaw.com)

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3138.1

**Tony Lombardo**

---

**From:** Tony Lombardo  
**Sent:** Wednesday, May 02, 2012 4:13 PM  
**To:** jheitzman@mcwd.org  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW

Jim:

I think I recall you telling me you were meeting with your staff last week on scheduling the hearing date. Do you have an update?

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
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3138.1

**Tony Lombardo**

---

**From:** Tony Lombardo  
**Sent:** Thursday, April 19, 2012 2:59 PM  
**To:** jheitzman@mcwd.org  
**Cc:** rr@rincorg.com  
**Subject:** BAY VIEW SYSTEM DEDICATION

Jim:

I left you a message yesterday regarding the Bay View water system acceptance.

It is my understanding that all of the technical issues have been resolved and the client would like to get this on an agenda for the District as soon as possible so this property would be able to have its water service treated the same as everyone else in your District.

Thank you for your assistance.

Anthony L. Lombardo  
ANTHONY LOMBARDO & ASSOCIATES  
A Professional Corporation  
450 Lincoln Avenue, Suite 101  
Salinas, CA 93901  
Phone (831) 751-2330  
Fax (831) 751-2331  
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# FORT ORD REUSE AUTHORITY BOARD REPORT

## NEW BUSINESS

**Subject:** Post Base Reuse Plan Reassessment Follow-up

**Meeting Date:** April 11, 2014

**Agenda Number:** 9b

**INFORMATION/ACTION**

### RECOMMENDATION:

Receive Fort Ord Reuse Authority (FORA) staff report on Post Base Reuse Plan Reassessment Follow-up including:

- i. Regional Urban Design Guidelines (RUDG) Task Force Update
- ii. Status of remaining Category 3 items.

### BACKGROUND:

RUDG consultant selection process: the 1997 Base Reuse Plan (BRP) called for completion of RUDG for the Highway 1 Corridor, Town & Village Centers, Regional Circulation Corridors, Trails and Gateways on the former Fort Ord. The FORA Board approved Design Guidelines for the Highway 1 Corridor in March 2005.

The 2012 Fort Ord BRP Reassessment Report ("BRP Reassessment") identified completion of the RUDG as a remaining FORA obligation. RUDG became one of the four focus topics for the December 2013 Fort Ord Colloquium.

At its February 13, 2014 meeting, the FORA Board approved the Post Reassessment 2014 Work Plan, which included staff action to recruit qualified consultants to facilitate a community engaged RUDG completion process.

The Board tasked the Administrative Committee with oversight of the RUDG process including regular Board updates. The focus of the RUDG process will be the remaining Town & Village Centers, Regional Circulation Corridors, Trails and Gateways.

Category 3 Items: The BRP Reassessment also included a detailed review of items from the BRP. These items were divided into 5 categories (**Attachment A**): Category 1 – BRP Corrections & Updates; Category 2 – Prior Board Actions & Regional Plan Consistency; Category 3 – Implementation of Policies & Programs; Category 4 – Policy & Program Modifications; Category 5 – FORA Procedures and Operations.

The 2014 Post Reassessment Work Plan approved by the Board in February assigned the Category 3 items to the Administrative Committee for review and recommendation. Development of RUDG is one component of the Category 3 items. A total of 171 individual items are listed in Table 11, Section 3.4 of the BRP Reassessment. The task of determining the status of each item in Table 11 is being led by Staff in collaboration with the Administrative Committee.

### DISCUSSION:

RUDG consultant selection process: FORA staff has released a Request for Qualifications (RFQ) (**Attachment B**) as part of a 2-stage selection process, culminating with a RUDG proposal competition. Stage 1 will involve review of Statements of Qualifications (SOQ) received from a broad set of qualified urban design professionals.



The goal is to recruit the best fit from nationally respected design professionals to enable an efficient and high quality completion of the RUDG.

A consultant selection panel was formed by Chair appointment, including FORA Board, Administrative Committee and FORA Staff members. The RFQ was released on Friday March 21. Deadlines for return of SOQ's is April 15<sup>th</sup> at 5:00pm. The appointed selection panel will review the SOQs and choose three consultants/consultant teams to participate in the Stage 2 Competitive Selection Process.

The goal of Stage 2 is to incentivize the finalists to invest substantial effort in the production of in-depth proposals to provide the selection panel the clearest insight into each team's proposed course of action. To provide sufficient incentive, the best fit team would win the RUDG contract, the first runner-up a cash award of \$15,000, and second runner-up \$5,000.

Following consultant selection and contract award, a FORA Board RUDG Workshop will be scheduled to outline the RUDG process and development schedule.

Category 3 Items: FORA Staff has categorized the 171 items from Table 11 into a collection of items for attention by individual land use jurisdictions. FORA Staff will consult with land use jurisdictions staff to provide a current status on each of the items and to discuss work plan development. Administrative Committee members will receive periodic updates and review Category 3 work plans as they develop.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

Board approved Post Reassessment funds will be used to cover RUDG process costs through the remainder of the fiscal year. A total of \$350,000 remains for use on all Post Reassessment tasks through June 2014. The competitive proposal incentives would cost \$20,000. Specific costs for the RUDG process will become clear during the proposal process. Specific costs for bringing specific outstanding Category 3 items to completion will become clear following the process outlined above. Staff time related to this item is included in the approved FORA budget.

**COORDINATION:**

FORA Board – RUDG selection panel, Administrative and Executive Committees.

Prepared by \_\_\_\_\_  
Josh Metz

Reviewed by \_\_\_\_\_  
Steve Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

**ISSUES IDENTIFIED  
IN THE SCOPING REPORT**

(see Table 3)

**OTHER ISSUES IDENTIFIED**

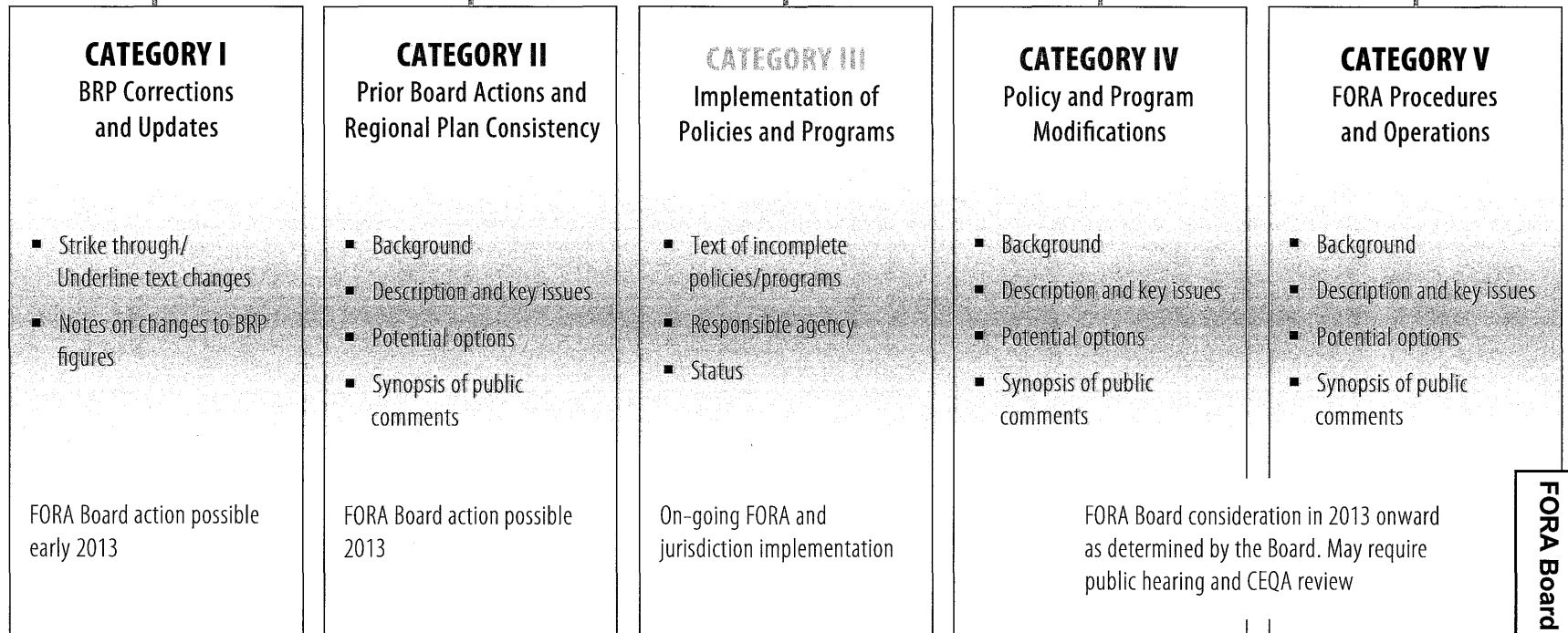
(see Table 4)

**SORTED INTO FIVE CATEGORIES**

**CATEGORIES**

**CONTENTS**

**TIMING**



Attachment A to Item 9b  
FORA Board Meeting, 4/11/14

Figure  
**Visual Key to Reassessment Report**

Fort Ord Reuse Plan Reassessment Report





# FORT ORD REUSE AUTHORITY

Attachment B to Item 9b  
FORA Board Meeting, 4/11/14

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | [www.fora.org](http://www.fora.org)

Interested Consultants

Distributed via email and posted online: 3/21/14

**Re: Request for Qualifications (RFQ) to complete Regional Urban Design Guidelines (RUDG) on the former Fort Ord with a focus on Town & Village Centers, Regional Circulation Corridors, Trails and Gateways.**

The Fort Ord Reuse Authority's (FORA's) mission is to prepare, adopt, finance, and implement a plan for the former Fort Ord, including land use, transportation systems, conservation of land/water, recreation and business operations. In order to meet these objectives, the Fort Ord Base Reuse Plan (BRP) was adopted in 1997. FORA adopted the BRP as the official local regional plan to enhance economic recovery, promote education and protect natural resources.

The BRP underwent a comprehensive reassessment process that concluded in December 2012. The reassessment process was a community-wide effort that identified a range of policy options for the FORA Board's subsequent consideration. The identified policy options are discussed in the final Reassessment Report (linked above).

While development of RUDG was initiated in 2005 with Board approval of the Highway 1 Corridor Design Guidelines, completion of guidelines for Town & Village Centers, Regional Circulation Corridors, Trails and Gateways was deferred. In February 2014, the FORA Board authorized completion of Regional Urban Design Guidelines as defined in Section 3.0 of the BRP. The urban design guidelines will establish standards for road design, setbacks, building height, landscaping, signage, and other matters of visual importance.

This RFQ invites you to submit relevant Statements of Qualification (SOQ) for completion of the RUDG on the former Fort Ord to focus on Town & Village Centers, Regional Circulation Corridors, Trails and Gateways. The ideal design partner will be skilled in developing form-based tools and solutions that integrate required BRP regulations with forward thinking and application in land use design and planning. Responses from leading design and planning firms are welcome, but integrated design, planning, finance, and development teams are encouraged.

The consultant selection will consist of a 2 stage process. The first stage is represented in this RFQ, where potential consultants will be evaluated to identify a set of 3 finalists who will be invited to advance to a competitive selection process. The process provides for in-depth review of each team's approach and proposed methodology, with the aim of finding the best fit to complete the work in a timely and context sensitive manner. Both phases will encourage extensive interaction between the consultants and the FORA staff, Board, and community as necessary to achieve the highest standards in the SOQs, competitive proposals, and final products.

The selected team will be awarded the RUDG contract, and the other participants will be paid a fee for work submitted. All materials/proposals will become property of FORA.

SOQ submittals will be evaluated on the following factors and should be structured to address the skills, experience, and abilities needed to complete the RUDG, as generally described in the attached Scope of Work:

- 1) Demonstrated ability to competently and efficiently complete RUDG in complex multi-jurisdictional settings
- 2) Experience and knowledge about working with complex entitled projects and form-based tools and delivering innovative and integrated yet realistic solutions
- 3) Demonstrated practical ability to successfully facilitate charettes and public meetings
- 4) Knowledge of public policy matters affecting the Monterey Bay region, and/or experience in military base reuse in the local area or elsewhere (desirable but not mandatory)
- 5) Demonstrated experience producing real estate products tailored to specific market segments and contexts supported by market and economic analysis

Questions related to this RFQ should be emailed attn: Josh Metz: [josh@fora.org](mailto:josh@fora.org). **All questions received in writing by 5:00pm on Tuesday April 1** will be responded to **and sent to all interested submitters by 5:00pm Friday April 4**. Submitting consultants must provide SOQs to FORA as specifically described herein by **5:00 PM on Tuesday, April 15, 2014**. Please submit your proposal, with a cover letter, via email to FORA, attn: Josh Metz: [josh@fora.org](mailto:josh@fora.org)

The FORA Executive Officer/consultant selection panel will select one or more of the respondents to participate further in the selection process, if such is deemed necessary, and make the final selection of a consultant. FORA reserves the right to reject any and all SOQs.

---

### **General Scope of Work**

The FORA Board has authorized the completion of the Regional Urban Design Guidelines (RUDG) on the former Fort Ord with a focus on Town & Village Centers, Regional Circulation Corridors, Trails and Gateways. The urban design guidelines will establish standards for road design, setbacks, building height, landscaping, signage, and other matters of visual importance.

### **Desirable Qualifications:**

- Current knowledge of planning, landscape and urban design best practices
- Familiarity with regional planning; Fort Ord Planning (Base Reuse Plan) and policy context
- Expertise in real estate marketing, development and associated infrastructure; economic analysis; development financing
- Familiarity with environmental justice; public outreach; and working with diverse communities
- Proven ability to navigate complex multi-jurisdictional planning environments and deliver realistic and appropriate solutions
- Demonstrated experience facilitating public meetings and design charettes
- Demonstrated ability to gather information from public meetings and provide summaries
- Demonstrated ability to produce graphics, diagrams and renderings to convey design guidelines
- Ability to produce form-based planning documents that integrate existing regulations
- Ability to appear in person for meetings and presentations
- Redevelopment experience including planning in blighted communities
- Demonstrated experience in the economic development of large land tracts

## Phase 2 Deliverables:

- Former Fort Ord RUDG with a focus on Town & Village Centers, Regional Circulation Corridors, Trails and Gateways
- **Gateways** will focus on the areas surrounding the intersections of:
  - Lightfighter Drive and General Jim Moore Blvd
  - Highway 218 and General Jim Boulevard
  - Imjin Parkway and 2<sup>nd</sup> Avenue
- **Town & Village Centers** will be limited to two areas:
  - South of Colonel Durham Road and North of Gigling Road (Seaside Surplus II) and
  - 2<sup>nd</sup> Avenue corridor between Lightfighter Drive and Imjin Parkway
- **Circulation Corridors** will address three areas:
  - Imjin Parkway to Reservation Road to Blanco Road
  - Lightfighter Drive to General Jim Moore Blvd. to Intergarrison Road to Reservation Road
  - Highway 218 to General Jim Moore Blvd to South Boundary Road
- **Trails** will address two areas:
  - Fort Ord Dunes State Park to 8<sup>th</sup> Street bridge to 9<sup>th</sup> Street to 5<sup>th</sup> Avenue to Intergarrison Road to Jerry Smith Trail to Fort Ord National Monument
  - Fort Ord Dunes State Park to Lightfighter Drive to General Jim Moore Blvd. to Gigling Road to Fort Ord National Monument
- Presentations – FORA/RUDG Taskforce Meetings
  - Orientation Workshop
  - 30% Complete Progress Report
  - 60% Complete Progress Report
  - Final Draft
  - Approve Recommendations
  - Others As Necessary
- Organize & facilitate public meetings & charrettes
- Graphics, Charts, Maps, Posters, PowerPoints
- Form-based documentation, integrating current land regulations
- Video documentation of charrettes

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### *Applicable Resources for Consultants to review before submitting qualifications:*

- [www.Fora.org](http://www.Fora.org)
- [www.FortOrdCleanup.com](http://www.FortOrdCleanup.com)
- [Base Reuse Plan](#)
- [Reassessment Report](#)
- [Fort Ord Colloquium](#)
- [City of Marina](#)
- [City of Seaside](#)
- [County of Monterey](#)
- [City of Del Rey Oaks](#)
- [City of Monterey](#)
- [Sand City](#)

**- END -**

**DRAFT  
BOARD PACKET**



**FORT ORD REUSE AUTHORITY**  
**JOINT ADMINISTRATIVE AND WATER/WASTEWATER OVERSIGHT COMMITTEE**  
**REGULAR MEETING MINUTES**

Wednesday, March 5, 2014 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER (immediately following Administrative Committee meeting)**

Co-Chair Dawson called the meeting to order at 10:00 a.m. The following were present:

Daniel Dawson, City of DRO

Dirk Medema, County of Monterey\*

Rick Reidl, City of Seaside\*

Mike Lerch, CSUMB\*

Vicki Nakamura, MPC

Brian Lee, MCWD

Patrick Breen, MCWD

Bob Schaffer

Wendy Elliot, MCP

Chuck Lande, Marina Heights

Lyle Shurtleff, BRAC

Talli Robinson, UCP

Don Hofer, MCP

Crisand Giles, MCP

Kelly Cadiente, MCWD

FORA Staff:

Steve Endsley

Jim Arnold

Crissy Maras

Jonathan Garcia

\* Voting Members

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**3. APPROVAL OF MEETING MINUTES**

**a. February 19, 2014 Joint Administrative/WWOC Meeting Minutes**

The February 19, 2014 joint meeting minutes were approved as presented.

**4. PUBLIC COMMENT PERIOD**

None.

**5. NEW BUSINESS**

**a. FY 2014/15 Marina Coast Water District - Ord Community Water/Wastewater Draft Budget**

Marina Coast Water District Interim General Manager Brian Lee reviewed the draft budget, cautioning that the MCWD Board of Directors would be holding a budget workshop on March 17th and that edits may be forthcoming. He noted that MCWD consultant, Carollo Engineers, had re-reviewed some information which resulted in a lowered recommended capacity charge.

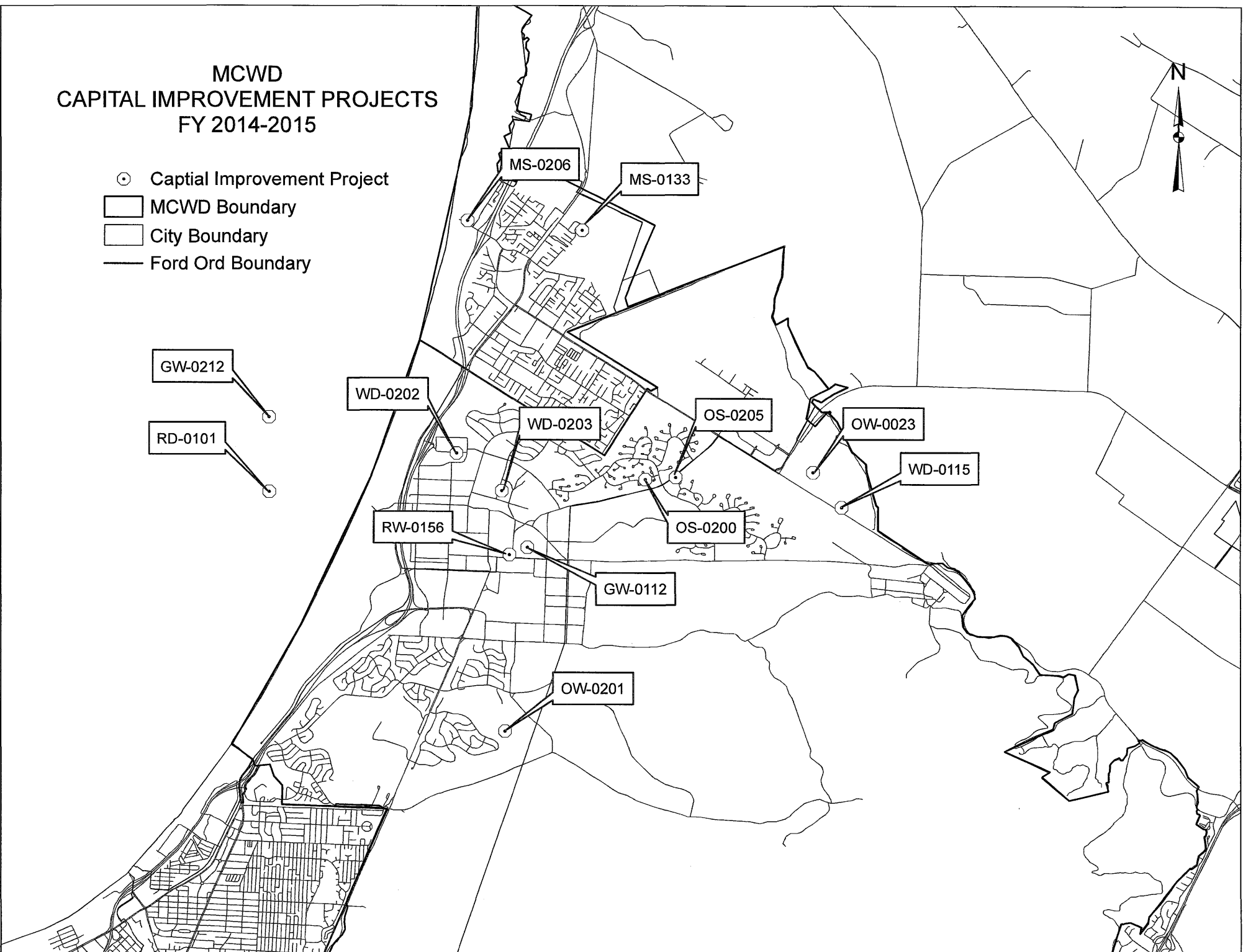
Committee members and members of the public asked questions and requested that MCWD study keeping the capacity charge lower and keeping the monthly residential surcharge in the budget versus including a higher upfront fee. The next joint meeting will be held following the April 2<sup>nd</sup> Administrative Committee meeting and the results from the budget workshop and work during this meeting will be included in the revised draft budget.

**6. ADJOURNMENT**

Co-Chair Dawson adjourned the meeting at 10:55 a.m.

# MCWD CAPITAL IMPROVEMENT PROJECTS FY 2014-2015

- ⊙ Capital Improvement Project
- ▭ MCWD Boundary
- ▭ City Boundary
- Ford Ord Boundary





**RESPONSES TO QUESTIONS FROM THE WWOC**  
**ON THE FY 2014/2015 MCWD DRAFT ORD COMMUNITY BUDGET**

|    | <b>QUESTIONS FROM CSUMB</b>   | <b>RESPONSES FROM MCWD</b>  |
|----|---|---|
| 1. | Flat Rate accounts the 14-15 revenue of \$1,216,628 seems low assuming there still are 1,100 accounts in this rate class. eg $((98.36+112.65)/2)*1100*12 = 1,392,666$   | The Flat Rate revenue should have been calculated on 1,101 accounts and was originally going to be adjusted to 1,393,932 in the next revision. However, there has been a reduction in flat accounts to 764 so the next revision will reflect the revenue calculated on 764. |
| 2. | Please confirm that the District is projecting a 14-15 rate based revenue stream of \$6,140,006. This would be a 22% increase over 12-13 actual.  | Except for the Other Fees & Charges, that is correct. The majority of the increase is attributable to (1) Other Water Sales were much less than in 12-13 than in 13-14, and (2) there was no fire service charge revenue in 12-13.  |
| 3. | There is no revenue shown in prior years for the fire system charge, if no customers in Ord community paid this charge is it not a new charge?  | No, it is not a new charge. The charge was in existence but the District failed to apply the charge to the accounts. That was identified during the rate study process and will be rectified beginning FY 2014-2015.  |
| 4. | Are units of the proposed capacity Charges \$/EDU or \$/Meter Equivalent?<br>The Carollo Study narrative discusses per EDU on page 38, but the calculation in appendix D uses "Total number of meter equivalents" in the denominator. | Units of the proposed capacity charges are \$/EDU. When referring to capacity fees for the water system, the term meter equivalent is used but that is the same as EDU.   |
| 5. | If the Capacity Charge is intended to change from a \$/EDU to a \$/Meter Equivalent basis please detail how a "Meter Equivalent" will be determined for project applicants.   | See answer to question 4.   |
| 6. | What is the FORA lease agreement for \$93,308?  | FORA's lease agreement with MCWD includes 57 months of rent to serve as repayment for the land and improvements that MCWD purchased from FORA. The rental revenue shown in the budget is the \$93,308 and therefore not available for operations.                           |
| 7. | What are the reimbursements to FORA and why did they jump from \$116,752 in 11-12 to \$236,000 forecasted for 14-15?  | Reimbursements to FOR A are in accordance with 7.1.4.2 of the Facilities Agreement which states, "MCWD will pay to FORA an amount equal to 5% of all revenues derived, earned, or paid to MCWD for any purpose from customers of MCWD or users of water, within the         |

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|  |  | <p><i>Service Area, to partially compensate FORA for its forbearance pursuant to section 3.1.2 of this Agreement.”</i></p> <p>FY 11-12 included an accounting adjustment from prior years. The forecasted 14-15 amount is in line with 12-13 actual and estimated 13-14.</p> |
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|    | <b>QUESTIONS FROM CITY OF SEASIDE</b>  | <b>RESPONSES FROM MCWD</b>   |
|----|--|--|
| 1. | <p>City staff believes that it would be beneficial to complete the review of the CIP prior to finalizing the Fee and budget discussions.</p>   | <p>The District respect’s the City’s position. However, the District is confident in its proposed CIP. This comment does appear directed to the WWOC more than MCWD.</p>   |
| 2. | <p>On page 2, second paragraph, the Budget states “...the District maintains separate cost centers to ensure that revenues and expenses are appropriately segregated and maintained for the Marina systems, the Ord Community systems, and the accruing costs for the Regional Water Augmentation Project.” At the bottom of page 2 the Cost Centers are enumerated as only two - “Ord Community Water” and “Ord Community Wastewater Collection (Sewer).” Since the Budget indicates there are more than two cost centers, please clearly enumerate the cost centers.</p> <ol style="list-style-type: none"> <li>a. Is the Regional Water Augmentation Project a separate cost center that should be included?</li> <li>b. Is the Regional Desalination Project a cost center that should be included?</li> <li>c. Are there correlating revenue centers for each cost center?</li> </ol> | <ol style="list-style-type: none"> <li>a. No. The WWOC and the FORA Board requested that it be removed from the Ord Community Compensation Plan. The Regional Water Augmentation Project Cost Center is a true cost center. It was set up to track costs of the Project but has no revenue source.</li> <li>b. No. The WWOC and the FORA Board requested that it be removed from the Ord Community Compensation Plan. The Regional Desalination Project Cost Center is a true cost center. It was set up to track costs of the Project but has no revenue source.</li> <li>c. No, there are no correlating revenues for those cost centers.</li> </ol> |
| 3. | <p>On page 2, third paragraph, the Budget states “The District uses the operating expenses ratio to allocate the shared expenses. The allocation rate for the proposed fiscal year has changed based on previous year (FY 2011-2012) audited expenditure figures.” Please clarify what costs are allocated to operating expenses for each cost center and what expenses are shared.</p> <ol style="list-style-type: none"> <li>a. If Regional Water Augmentation Project is a shared expense, how is the ratio allocated for this? If it is not a shared</li> </ol>  | <p>The FY 2014-2015 allocation rate is based on the previous years’ (FY 2012-2013) audited expenditures which include the operating expenditures less depreciation and amortization.</p> <ol style="list-style-type: none"> <li>a. The only expense that is posted to the Regional Water Augmentation Project is interest expense from the 2006 bonds. This interest expense is added to the Ord Water Cost Center for the purpose of calculating the allocation as the expense is due to the installation of the portion of the recycled water pipeline</li> </ol>  |

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|    | <p>expense, why not?</p> <p>b. If the Regional Desalination Project is a shared expense, how is the ratio allocated for this? If it is not a shared expense, why not?</p>  | <p>located under General Jim Moore Blvd.</p> <p>b. There are no operating costs for the Regional Desalination Project. All costs are considered and tracked under CIP.</p>  |
| 4. | <p>Near the middle of page 3, the Budget states “Debt Service (Principal Only) \$0.676 million” for Ord Water and “Debt Service (Principal Only) \$0.285 million” for Ord Wastewater. Please clarify what expenses are included in debt service.</p> <p>a. Is interest on the outstanding principal for the debt service being accrued? If so, where is it shown?</p>  | <p>The Budget actually states “Debt Service (Principal Only) <u>\$0.868 million</u>” for Ord Water and “Debt Service (Principal Only) <u>\$0.296 million</u>” for Ord Wastewater. These represent the principal payments to be made on the 2006 and 2010 Bonds. [Ord Water \$0.868 million = \$0.505 million (2006 Bonds) + \$0.363 million (2010 Bonds)] and [Ord Wastewater \$0.296 million = \$0.195 million (2006 Bonds) + \$0.101 million (2010 Bonds)].</p> <p>a. Yes, interest is accrued on the outstanding principal and is shown on page 10 for Ord Water and page 13 for Ord Wastewater.</p> |
| 5. | <p>Near the bottom of page 3, the Budget states the proposed “Flat Rate Billing” for Ord Community Water as \$112.72. On page 7, the estimated unmetered use (including losses) for 1,100 flat rate customers is 770 AF. Assuming a 10 percent water loss, the calculated average rate for flat rate customers would be \$4.93 per hundred cubic feet (hcf). Compared to the proposed \$4.90 per hcf (\$63.72/13 hcf) for metered customers, the proposed flat rate fee provides little incentive for unmetered customers to conserve water or to upgrade to meters.</p>   |   |
| 6. | <p>On page 7, Exhibit W-1 for the Ord Water shows the following:</p> <p>a. “# Flat Rate Customers: is 1,100 for FYE 2014. Is this an estimated amount? If so, why is the number not accurately known? Why is it not shown for FY 2015?</p> <p>b. Under expenditures it shows Item H, “Operating Expenditures” as approximately \$5.2 million. In Exhibit W-4, this number is shown as approximately \$5.53 million. Which number is correct?</p> <p>c. Under expenditures it shows Item N “Capital Replacement Fund Reserves.” Why is placing funds into reserves an expenditure? Shouldn’t this be an accrual?</p> <p>d. Near the bottom of the table there is an item called “Transfer from/to Reserves.” Actual transfers shown to this account for FYE 2012 varies between last year’s budget document</p> | <p>a. See response to CSUMB Question 1.</p> <p>b. Both numbers are correct. Previous requests by the WWOC were to show separately the payments to FORA and land use jurisdictions in Exhibit WW-1. Item G + Item M on page 11 = approximately \$1.397 million from Exhibit WW-3.</p> <p>c. The District Policy is to fund capital replacement reserves through rates, \$200,000 which is budgeted as a use. Perhaps a better label for the sum of expenditures and uses should be, “Total Expenditures and Uses”.</p> <p>d.</p>   |

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|    | <p>(transfer out \$1,761,398) and this year's budget document (transfer out \$2,425,571).</p> <ol style="list-style-type: none"> <li>i. Why do the "actual" numbers change? Are there audited financial statements that could clarify?</li> <li>ii. What happened to the \$664,173 in FY 2012</li> <li>iii. What is the current fund balance?</li> <li>iv. Where is the carryover from previous years?</li> </ol>  |   |
| 7. | <p>On page 10, Exhibit W-3 for the Ord Water shows proposed increase in personnel expenses and other operational costs from the previous fiscal year of 13.2 percent. Considering the annual average CPI for 2012 is less than 3 percent, what is driving this upward trend in costs?</p>  | <p>There are a several different factors driving the upward trend in costs greater than the CPI:</p> <ul style="list-style-type: none"> <li>• FY 2013-2014 had a significant % of GM time allocated to the Regional Project which is not the case for FY 2014-2015.</li> <li>• The funding for an item of the previous GM's contract was not included in the FY 2012-2013 budget which was carried over to FY 2013-2014 and is now included in the FY 2014-2015 budget.</li> <li>• FY 2012-2013 budget which was carried over to FY 2013-2014 does not include the 2% COLA for FYs 2013-2014 &amp; 2014-2014 per the MOU's with the District's employee groups.</li> <li>• O&amp;M Personnel costs are budgeted based on the estimated actual of the previous fiscal year which may vary greatly from what was budgeted for that year therefore causing a greater variance from budget to budget.</li> <li>• FY 2012-2013 budget which was carried over to FY 2013-2014 included in-house counsel. FY 2014-2015 budgets for outside counsel which is much more expensive.</li> <li>• Increase in power costs for O&amp;M of 37.3%</li> <li>• Increase in O&amp;M costs budgeted due to deferred capital projects.</li> <li>• Capital costs are being funded through capital reserves, not through rates.</li> </ul> |
| 8. | <p>On page 11, Exhibit WW-1 for the Ord Wastewater shows the following:</p> <ol style="list-style-type: none"> <li>a. Item F "New Funding Source to be Obtained." What is this?</li> <li>b. Under expenditures it shows Item G, "Operating Expenditures" as approximately \$1.383 million. In Exhibit WW-3, this number is shown as approximately \$1.397 million. Which number is correct?</li> <li>c. Under expenditures it shows Item L "Capital Replacement</li> </ol> | <ol style="list-style-type: none"> <li>a. New Funding Source to be Obtained represents the anticipated construction loan proceeds for FY 2014/2015 that the District will obtain for the construction of the IOP BLM Building.</li> <li>b. Both numbers are correct. Previous requests by the WWOC were to show separately the payments to FORA and land use jurisdictions in Exhibit WW-1. Item G + Item M on page 11 = approximately \$1.397 million from Exhibit WW-3.</li> <li>c. The District Policy is to fund capital replacement reserves</li> </ol>  |

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|     | <p>Fund Reserves.” Why is placing funds into reserves an expenditure? Shouldn’t this be an accrual?</p> <ul style="list-style-type: none"> <li>i. Item L also shows \$100,000 per year being placed into this reserve fund. What is the current fund balance? Where is the carryover from previous fiscal years?</li> </ul> <p>d. Near the bottom of the table there is an item called “Transfer from/to Reserves.” Actual transfers shown to this account for FYE 2012 varies between last year’s budget document (transfer out \$355,493) and this year’s budget document (transfer out \$413,452).</p> <ul style="list-style-type: none"> <li>i. Why do the “actual” numbers change? Are there audited financial statements that could clarify?</li> <li>ii. What is the current fund balance?</li> <li>iii. Where is the carryover from previous years?</li> </ul> | <p>through rates \$100,000 which is budgeted as a use. The District is proposing we forego the \$100,000 annual funding this fiscal year. Perhaps a better label for the sum of expenditures and uses should be, “Total Expenditures and Uses”.</p> <p>d.</p>  |
| 9.  | <p>On page 12, it shows that the MCWD (Ord) wastewater rates as the highest in the area. What are the specific expenses that are driving these costs? Can any of these costs be minimized or capital upgrades deferred?</p>  | <p>Expenses include the replacement of facilities that have reached the end of their useful life. To minimize proposed costs planned projects include only the bare minimum for modern wastewater facilities. The District has deferred as many projects as it is comfortable deferring</p>  |
| 10. | <p>On page 13, Exhibit WW-3 for the Ord Wastewater shows a proposed increase in personnel expenses and other operational costs from the previous fiscal year of 21.1 percent. Considering the annual average CPI for 2012 is less than 3 percent, what is driving this upward trend in costs?</p> <ul style="list-style-type: none"> <li>a. What activities and projects are included in “Interest Expense?”</li> </ul>  | <p>There are a several different factors driving the upward trend in costs greater than the CPI:</p> <ul style="list-style-type: none"> <li>• FY 2013-2014 had a significant % of GM time allocated to the Regional Project which is not the case for FY 2014-2015.</li> <li>• The funding for an item of the previous GM’s contract was not included in the FY 2012-2013 budget which was carried over to FY 2013-2014 and is now included in the FY 2014-2015 budget.</li> <li>• FY 2012-2013 budget which was carried over to FY 2013-2014 does not include the 2% COLA for FYs 2013-2014 &amp; 2014-2014 per the MOU’s with the District’s employee groups.</li> <li>• O&amp;M Personnel costs are budgeted based on the estimated actual of the previous fiscal year which may vary greatly from what was budgeted for that year therefore causing a greater variance from budget to budget.</li> <li>• FY 2012-2013 budget which was carried over to FY 2013-2014 included in-house counsel. FY 2014-2015 budgets for outside counsel which is much more expensive.</li> </ul> |

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|     |   | <ul style="list-style-type: none"> <li>• Increase in power costs for O&amp;M of 37.3%</li> <li>• Increase in O&amp;M costs budgeted due to deference in capital projects.</li> </ul> <p>Capital costs are being funded through capital reserves, not through rates.</p>   |
| 11. | <p>On page 14, Exhibit CIP-1 shows several capital projects. Do any of these benefit certain discreet users? If so, these project costs should be allocated to these users instead of spread over the entire cost center.</p> <ol style="list-style-type: none"> <li>a. On page 14:2, Project WD-0115, “SCADA System Improvements” proposes to spend \$1.5 million on upgrades but shows no costs for planning or design. Has the District completed design documents that describe the proposed upgrades? Please describe the upgrades more fully.</li> <li>b. On page 14:3, Project WD-0202, “IOP Building E” proposes to spend \$3.2 million on new building that “will be recouped via a long term lease with the Government.” Please provide Net Present Value calculation showing how the costs are recouped.</li> <li>c. On page 14:5, Project GW-0112, “A1 &amp; A2 Zone Tanks &amp; B/C Booster Station: proposes to spend approximately \$10.75 million to build storage tanks and pump stations. Please provide more information on the project scope of work.</li> <li>d. On page 14:9, Project OS-0205, “Imjin LS &amp; Force Main Improvements – Phase 1” project scope is unclear. However, the project justification states “...is necessary to accommodate near to long term future development.” This infers that this project will benefit a particular end user and not necessarily the current rate payers. Please provide more information on the project scope of work and justification for the schedule. Please confirm that is appropriate to allocate these costs to the Ord Wastewater cost center and not the developer.</li> <li>e. On page 14:10, Pro Project OS-0205, “Imjin LS &amp; Force Main Improvements – Phase 1” project scope is unclear. However, the project justification states “...is necessary to accommodate near to long term future development.” This</li> </ol> | <p>No, the scheduled capital projects will not benefit certain discreet users.</p> <ol style="list-style-type: none"> <li>a. The SCADA upgrades project is a long term systematic upgrade of the SCADA system that will be completed as a design/build approach. The scope has been defined based on a conceptual plan to address the major “hubs” of the system which are anticipated to cost \$127k-132.5k each. The budget is a planning budget and will be further refined as the effort progresses.</li> <li>b.</li> <li>c. MCWD can make available the Draft Basis of Design for the project completed in 2008. Due to the size of the document we have not included the document in this Q &amp; A.</li> <li>d. It is appropriate to allocate these costs to the Ord cost center as this facility is conveying flows from multiple areas of the former Ft. Ord (not one development). This project was move forward due to address current operational issues and resize portions of the facility to accommodate anticipated future flow.</li> <li>e. Repeat of question 11d.</li> </ol> |

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|     | <p>infers that this project will benefit a particular end user and not necessarily the current rate payers. Please provide more information on the project scope of work and justification for the schedule. Please confirm that is appropriate to allocate these costs to the Ord Wastewater cost center and not the developer.</p>   |   |
| 12. | <p>On page 15, Exhibit RES-1 shows the reserve accounts. Staff has the following questions:</p> <ul style="list-style-type: none"> <li>a. Sub-total bond and CD funds \$4,935,855.<br/>What are the minimum reserve fund requirements for these accounts? Can some of this money be used to fund capital projects to keep rates down?</li> <li>b. Item A, Proposed transfers to operations (\$1,355,284).<br/>Where does this revenue appear in the other spreadsheets?</li> <li>c. Why is the \$2,995,718 being transferred to reserves? Could the proposed rates be decreased in order to reduce this amount? Please clarify.</li> </ul> | <ul style="list-style-type: none"> <li>a. These represent the required balances for the reserve accounts for the bonds and the CD balance is required to secure the Line of Credit the District has outstanding on the IOP FORA Building. No, the funds cannot be used to fund capital projects.</li> </ul> |
| 13. | <p>Please provide a map showing the proposed CIP projects.</p>   | <p>Map is attached.</p>   |