



# 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)

## ADMINISTRATIVE COMMITTEE MEETING

8:15 a.m. Wednesday, October 1, 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**
  - a. October 22, 2014 FORA/CSUMB Oak Woodlands Meeting
4. **PUBLIC COMMENT PERIOD**

Individuals wishing to address the Committee on matters within its jurisdiction, but not on this agenda, may do so during this period for up to three minutes. Comments on specific agenda items are heard under that item.
5. **APPROVAL OF MEETING MINUTES**
  - a. September 10, 2014 Administrative Committee Minutes ACTION
6. **OCTOBER 10, 2014 BOARD MEETING - AGENDA REVIEW** INFORMATION/ACTION
7. **BUSINESS ITEMS**
  - a. California Department of Toxic Substances Control (DTSC)  
Annual Land Use Covenant (LUC) Reporting - Combined  
FY 12-13 and FY 13-14 Report Request Letter INFORMATION
  - b. Regional Urban Design Guidelines - Draft Interview List INFORMATION
8. **ITEMS FROM MEMBERS**
9. **ADJOURNMENT**

Next Meeting Date: October 15, 2014

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# FORT ORD REUSE AUTHORITY

## ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, September 10, 2014 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

### 1. CALL TO ORDER

Co-chair Dawson called the meeting to order at 8:17 a.m. The following were present (\*voting members\*):

Daniel Dawson, City of Del Rey Oaks\*  
Carl Holm, County of Monterey\*  
Rick Riedl, City of Seaside \*  
Elizabeth Caraker, City of Monterey \*  
Vicki Nakamura, MPC  
Anya Spear, CSUMB  
Lisa Rheinheimer, MST

Graham Bice, UC MBEST  
Brian Lee, MCWD  
Patrick Breen, MCWD  
Kathleen Lee, Sup. Potter's Office  
Doug Yount, ADE  
Bob Schaffer

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

Voting Members Absent: Layne Long (City of Marina)

### 2. PLEDGE OF ALLEGIANCE

Jonathan Garcia led the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Lisa Rheinheimer introduced herself, explaining that she would serve as the new Monterey-Salinas Transit representative to the Committee.

### 4. PUBLIC COMMENT PERIOD

None.

### 5. APPROVAL OF MEETING MINUTES

#### a. July 30, 2014 Joint Admin/WWOC Meeting Minutes

Deputy Clerk Lena Spilman noted the Water Wastewater Oversight Committee (WWOC) had previously approved the item, but that concurrence by the Administrative Committee was required for final approval.

MOTION: Carl Holm moved, seconded by Rick Riedl, to approve the minutes, as presented.

MOTION PASSED UNANIMOUSLY

### 6. SEPTEMBER 19, 2014 BOARD MEETING - AGENDA REVIEW

Executive Officer Michael Houlemard provided an overview of items on the September 19<sup>th</sup> Board meeting agenda and discussed the speaker event scheduled immediately prior to the meeting.

### 7. BUSINESS ITEMS

Senior Planner Jonathan Garcia requested item 7a be postponed to permit state representatives to participate via telephone. The Committee agreed.

#### b. Marina Coast Water District (MCWD) - Land Use/Water Needs Projections

MCWD Interim General Manager Brian Lee presented current water demand projections and reviewed the tentative schedule of future MCWD presentations to FORA on the topic. He discussed opportunities for future collaboration between the jurisdictions and emphasized the

need for accurate and up-to-date information from each jurisdiction regarding their long-term water needs.

**a. California Department of Toxic Substances Control (DTSC) Annual Land Use Covenant Reporting - Process Review**

Senior Planner Jonathan Garcia presented the item. DTSC representatives Teresa McGary and Ed Walker joined the meeting via telephone. Mr. Garcia stated that DTSC had expressed a valid concern that FORA was two years behind in Land Use Covenant (LUC) reporting. He reviewed the details of a proposal developed by DTSC and FORA to catch reporting up to current and to maintain timely reporting moving forward.

**8. ITEMS FROM MEMBERS**

Carl Holm announced that Benny Young, Director of the Monterey County Resource Agency, had submitted his formal resignation.

**9. ADJOURNMENT**

Co-Chair Dawson adjourned the meeting at 9:18 a.m.

DRAFT

**-START-**

**DRAFT  
BOARD PACKET**



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## REGULAR MEETING FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, October 10, 2014 at 2:00 p.m.  
(Location TBD)

### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **CLOSED SESSION**
  - a. Public Employment , Gov Code 54959.7(b) - Economic Development Specialist
  - b. 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**
  - a. Approve September 19, 2014 Board Meeting Minutes ACTION
  - b. FORA-City of Marina Reimbursement Agreement Amendment #1 ACTION
8. **BUSINESS ITEMS**
  - a. Preston Park - Rental Rate Policy Questions
    - i. Receive a Rental Rate/Policy Presentation INFORMATION
    - ii. Approve Current Rental Rate Setting Policy/Formula ACTION
    - iii. Approve FY 2014/15 Operating and Capital Improvement Budget ACTION
  - b. Pollution Legal Liability Insurance Policy Update INFORMATION
  - c. Quarterly Environmental Services Cooperative Agreement Update INFORMATION
  - d. Base Reuse Plan Reassessment Report Categories 1 and 2 Update INFORMATION
  - e. City of Del Rey Oaks Land Sales Transaction
    - i. Land sales Transaction Summary INFORMATION
    - ii. Del Rey Oaks/FORA Insurance Repayment Agreement Amendment ACTION

- f. Executive Officer Compensation Adjustment ACTION
- g. Update on Prevailing Wage Compliance INFORMATION
- h. Marina Coast Water District Presentation - Ord Community Water Demands INFORMATION
- i. Appeal of Marina Coast Water District Determination - Bay View Community Annexation ACTION

**9. PUBLIC COMMENT PERIOD**

Members of the public wishing to address the Board on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes. Comments on agenda items are heard under the item.

**10. EXECUTIVE OFFICER'S REPORT**

- a. Outstanding Receivables INFORMATION
- b. Habitat Conservation Plan Update INFORMATION
- c. Administrative Committee INFORMATION
- d. Veterans Issues Advisory Committee INFORMATION
- e. Post Reassessment Advisory Committee INFORMATION
- f. Regional Urban Design Guidelines Task Force INFORMATION
- g. Travel Report INFORMATION
- h. Public Correspondence to the Board INFORMATION

**11. ITEMS FROM MEMBERS**

**12. ADJOURNMENT**

**EXT BOARD MEETING: NOVEMBER 14, 2014**

Persons seeking disability related accommodations should contact FORA 48 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).

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

<b>Subject:</b>	FORA-City of Marina Reimbursement Agreement Amendment #1	
<b>Meeting Date:</b>	October 10, 2014	<b>ACTION</b>
<b>Agenda Number:</b>	7b	

### RECOMMENDATION(S):

Authorize the Executive Officer to execute amendment #1 to the Fort Ord Reuse Authority (FORA)-City of Marina (Marina) Reimbursement Agreement according to the attached term sheet (**Attachment A**).

### BACKGROUND/DISCUSSION:

Marina Community Partners, Limited Liability Company (LLC), is the developer for the Dunes on Monterey Project. Marina Community Partners intends to proceed with Phase 1C of their project, which is the residential housing component. Marina Community Partners, working with Marina, previously completed a portion of 8<sup>th</sup> Street from 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Avenue. The estimated value of this work is \$1,018,890. 8<sup>th</sup> Street is an on-site FORA Capital Improvement Program (CIP) roadway project, which is subject to the existing FORA-Marina Reimbursement Agreement. In this existing agreement, FORA agreed to reimburse Marina for completion of 8<sup>th</sup> Street, Salinas Avenue, Crescent Avenue, and Abrams Drive.

Marina and Marina Community Partners request that FORA amend its Reimbursement Agreement with Marina to provide fee credits directly to Marina Community Partners for the \$1,018,890 in roadway work completed on 8<sup>th</sup> Street (see attached letter, **Attachment B**). These fee credits would be applied to the first 70 residential unit permits in Phase 1C, a credit of \$14,555.57 per unit. After applying this credit, \$8,004.43 would be collected on each of the first 70 residential unit permits. Thereafter, the regular rate of \$22,560 per unit would apply.

### FISCAL IMPACT:

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

A lower amount of FORA Community Facilities District Special Tax revenue would be collected (\$1,018,890) as a part of this action, which would be offset by retiring a portion of FORA's roadway obligation for 8<sup>th</sup> Street (\$1,018,890). Staff time for this item is included in the approved FORA budget.

### COORDINATION:

Marina, Marina Community Partners, Authority Counsel, Administrative and Executive Committees.

Prepared by \_\_\_\_\_  
Jonathan Garcia

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

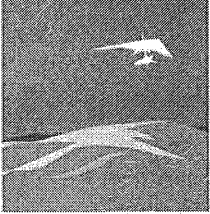
Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

**Term Sheet**  
**For Amendment #1 to the**  
**Marina-FORA Reimbursement Agreement**

**Amendment Terms:**

1. Marina assigns \$1,018,890 of eligible 8<sup>th</sup> Street reimbursements to Marina Community Partners, LLC.
2. Marina Community Partners, LLC, accepts this assignment.
3. FORA agrees to reimburse Marina Community Partners, LLC, \$1,018,890 for partial completion of the 8<sup>th</sup> Street roadway improvement by providing FORA Community Facilities District (CFD) special tax credits to the first 70 residential unit permits in Phase 1C at a credit of \$14,555.57 per unit.
4. Marina Community Partners, LLC, accepts FORA CFD special tax credits of \$14,555.57 per residential units for the first 70 units.





September 10, 2014

Fort Ord Reuse Authority  
Attn: Michael Houlemard  
920 2<sup>nd</sup> Ave., Suite A  
Marina, CA 93933

Subject: FORA Fee Credits – The Dunes Phase 1C

Mr. Houlemard,

Marina Community Partners (“MCP”) and Shea Homes Limited Partnership (“SHLP”) are very close to beginning construction of new homes in The Dunes – 1C area. Once underway, this will be the first for-sale housing constructed on the former Fort Ord in the City of Marina since base closure, and realization of a significant economic development goal within the Fort Ord Reuse Authority (FORA). At this point it is critical to now finalize arrangements for realization of credits associated with infrastructure construction (FORA Fee Credits) in order to ensure that go forward economics of home construction meet financial viability thresholds. In specific, reimbursements/fee credits for 8<sup>th</sup> Street improvements between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue (constructed in 2007 by MCP) need to be confirmed and made available as fee credits at the time of residential building permits. This letter will outline the background related to this roadway construction and our proposal for how critical reimbursements need to be accomplished in order to allow residential for-sale housing to move forward in the near term.

- **Reimbursement Agreement** – FORA and The City of Marina entered into a reimbursement agreement on May 3, 2007 that covered roadway improvements. The City agreed to take the lead in constructing some roadways that were covered by the FORA Capital Improvement Program including 8<sup>th</sup> Street and the portion of roadway for which MCP/SHLP has constructed and is now requesting credit. A copy of this agreement is attached hereto for your reference.
- **Construction of Improvements** - Existing 8th Street from 2nd to 3rd Avenue is 950 feet in length and was constructed as part of the Dunes 1C project in 2007 by MCP (also known as the “Interim Improvements”). Any reimbursements as a result of the construction of these improvements have been transferred by MCP to SHLP as part of the Purchase and Sale Agreement between the parties.
- **FORA Capital Improvement Program** - The Fort Ord Reuse Authority Capital Improvement Program Fiscal year 2014/2015 includes current estimates for each improvement in the FORA CIP program. FORA CIP Project #FO5 has a total budget of \$6,161,859 to improve 8<sup>th</sup> Street

from 2<sup>nd</sup> Avenue to Inter-Garrison Road. The portion of 8<sup>th</sup> Street from 2<sup>nd</sup> to 3<sup>rd</sup> Avenue constructed by MCP has an estimated value of \$1,018,890 in the FORA CIP.

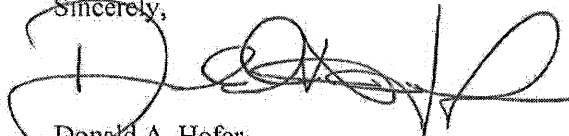
- **Proposed Fee Credits** – MCP/SHLP has requested that the City of Marina assign rights to reimbursements derived from the May 3<sup>rd</sup> 2007 Reimbursement Agreement noted above to SHLP in the form of fee credits realizable at the time of permit. Fee credits requested amount to \$1,018,890; the total amount carried in the FORA CIP as noted above for improvement of the noted section of 8<sup>th</sup> Street. As the current FORA Fees are \$22,560 per single family residential unit, this translates into 45.16 units of fee credit or 45 residential units at the Dunes 1C not paying FORA Fees with the remaining fee credit balance of \$3,690 applied to the 46<sup>th</sup> residential unit, therefore reducing the FORA Fee to \$18,870 for this unit.

Further in support of this request, it should be noted that capital was outlaid for the construction of 8th Street with the understanding that FORA Fee Credits would be issued in like value. At this point on The Dunes project in particular, realization of these credits is critically important financially and key to residential portion of this project moving forward.

In order to ensure SHLP is able to recognize these credits, we have requested that the City provide a simple letter to FORA transferring the rights of reimbursement for 8<sup>th</sup> Street Construction from 2<sup>nd</sup> to 3<sup>rd</sup> Avenue made available under the above noted agreement between the City and FORA to SHLP. We trust that this will satisfy all FORA fee requirements for the initial 46 units of the residential development at The Dunes. In the future, as we continue to put in place infrastructure related to the FORA CIP program we will continue to work with FORA regarding the timing of improvement cost offsets.

Please let me know if you have any questions or comments, or if you would like to discuss anything contained herein in more detail.

Sincerely,



Donald A. Hofer  
Vice President  
Shea Homes – Northern California  
Marina Community Partners

**Attachments:**

1. Reimbursement Agreement – City of Marina and FOR A, May 3, 2007
2. FORA Capital Improvement Program, FY 2014-2015, Table 1 – Obligatory Project Offsets and Remaining Obligations
3. Draft Fee Credit Assignment Letter

EXHIBIT A

REIMBURSEMENT AGREEMENT BETWEEN THE FORT ORD REUSE  
AUTHORITY AND THE CITY OF MARINA FOR STREET IMPROVEMENTS TO  
CRESCENT STREET EXTENSION, ABRAMS DRIVE, EIGHTH STREET AND  
SALINAS AVENUE

THIS AGREEMENT is made and signed on this 3<sup>rd</sup> day of May 2007, by and between the CITY OF MARINA, hereinafter called "City" and the FORT ORD REUSE AUTHORITY, hereinafter called "FORA".

RECITALS

A. In June 1997, the FORA Board adopted a Final Environmental Impact Report ("FEIR") and a Fort Ord Base Reuse Plan ("Plan"). The Plan defines a series of project obligations of the Plan as the Public Facilities Implementation Plan ("PFIP"). The PFIP serves as the baseline Capital Improvement Program ("CIP") for the Plan. The FORA Board annually revisits, reviews and considers a modified CIP that includes reprogramming of projects or other modifications deemed appropriate and necessary, such as the inclusion of the Transportation Agency for Monterey County's ("TAMC") most recent study that reallocated transportation mitigation funds. The FORA Board endorsed that study, entitled "FORA Fee Reallocation Study," on April 8, 2005.

B. In 1999 the FORA Board adopted Resolution 99-1 to establish a base-wide special tax levy for the funding of FORA obligations under the BRP. In June 2002 the FORA Board approved the formation of the Community Facilities District ("CFD") and adopted Ordinance #02-01 to clarify and define the funding of FORA obligations under the BRP. In November 2005 the FORA Board amended Ordinance #02-01 through the adoption of Ordinance #05-01 amending the special taxes levy. In February 2007 the FORA Board adopted Resolution #07-05 to modify Resolution 99-1. The portion of the special taxes collected under these FORA ordinances that are applicable to mitigating infrastructure are determined each year and adopted by the FORA Board in the adoption of the FORA CIP.

C. The "FORA Fee Reallocation Study" programmed \$1,018,004 in FORA fees for the preliminary engineering, design, environmental, construction, and construction management of the "Crescent Street extension to Abrams Drive" project. The \$1,018,004 in funds is currently programmed in FY 2007-2008 through FY 2009-2010 inclusive, with project completion programmed in FY 2009-2010.

D. The "FORA Fee Reallocation Study" programmed \$852,578 in FORA fees for the preliminary engineering, design, environmental, construction, and construction management of the "Abrams Drive 2 lane arterial from 2<sup>nd</sup> Avenue easterly to Crescent Street extension" project. The \$852,578 in funds is currently programmed in FY 2007-2008 and FY 2008-2009 with project completion programmed in FY 2008-2009.

E. The "FORA Fee Reallocation Study" programmed \$4,871,433 in FORA fees for the preliminary engineering, design, environmental, construction, and construction management of the "8<sup>th</sup> Street upgrading and construction of a new 2 lane arterial from 2<sup>nd</sup> Avenue to Intergarrison Road" project, including the intersection with Intergarrison Road. The \$4,871,433

in funds is currently programmed in FY 2007-2008 and FY 2008-2009 with project completion programmed in FY 2008-2009.

F. The "FORA Fee Reallocation Study" programmed \$3,410,313 in FORA fees for the preliminary engineering, design, environmental, construction, and construction management of the "Salinas Avenue construction of a new 2 lane arterial from Reservation Road to Abrams Drive" project. The \$3,410,313 in funds is currently programmed in FY 2007-2008 and FY 2008-2009 with completion programmed in 2008-2009.

G. Together, the individual projects described in C., D., E. and F. above are referred to as "the Projects." FORA's funding obligation to "the Projects" shall not exceed \$10,152,328, (Attachment 1) in total less FORA's engineering and accounting fee of 0.1%.

H. On June 9, 2006, the FORA Board approved the FY 2006-2007 through FY 2021-2022 CIP, which programmed the Project components in the fiscal years noted in recitals C., D. E. and F. above. This CIP further programmed the receipt, by FORA, of CFD "Maximum Special Tax Rates" in fiscal years to support the performance of the CIP as adopted.

I. The City compiles and maintains a Capital Improvement Program ("City CIP") including construction and design of streets within the City. Under this City CIP, \$4,700,000 is programmed to fund the construction of 2<sup>nd</sup> Avenue from Patton Parkway to the northerly limits of the University Village development project. This project is referred to as the "completion project".

J. The purpose of this Agreement is to establish the extent and manner in which City will be entitled to reimbursement by FORA for the FORA CIP programmed portion of the Project costs and the timing of the reimbursement by FORA.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Design, Consulting, Construction and Initial Financing of Project.

1.1 Lead Agency. The City shall, in compliance with the City's request of April 27, 2005, replace FORA as lead agency and shall serve as lead agency for the Projects, and shall continue as lead agency for the "completion project":

1.2 Engineering, Design, Environmental, Construction, Construction Management, and Other Services. The City shall retain necessary services and prepare all studies and documents required for environmental clearance for the Projects. The City shall also provide all required engineering, design, environmental, and other services for environmental clearance, permitting, design, construction, bidding, and construction management of the Projects. The City shall prepare the design documents in full conformance with the design requirements for the Projects approved by the City and in full conformance with the provisions of the applicable state and local codes. The Projects' design, engineering and construction must also meet the minimum carrying capacity and design requirements noted in the "FORA Fee Reallocation Study" Scenario C. The City shall commence preliminary engineering, design, environmental, and other services in FY 2006/2007.

1.3 Funding of City Provided Pre-Construction Services: Dependant upon market conditions and the issuance of building permits within the developable lands of the former Fort Ord, FORA will honor and pay invoices for services rendered by City and/or its consultants in providing the services enumerated in paragraph 1.2 above. The maximum amount payable to the project is as stated in paragraph 3 Amount of Reimbursement below. No payment will be made prior to the first day of the fiscal year in which the work is programmed to be performed. The FORA fiscal year is July 1 through June 30. The amounts payable, as indicated herein, will be adjusted annually, following approval of the FORA Board, by the Construction Cost Index as published each January by the Engineering News Record (ENR) commencing with the first publication following the effective date of this agreement. FORA shall have sole discretion as to the source of funds for use in satisfying its obligation under this agreement.

1.3.1 8th Street. Pre-construction services are to begin and be completed in FY 2007-2008. The amount payable for these services shall not exceed 20% of the programmed project cost (\$974,287 of \$4,871,433 in FY 2006-2007 CIP).

1.4 Project Reprogramming. FORA shall not reprogram the Project to a later period unless development is delayed by market conditions as noted in Article 2 below.

2. Reimbursement to City. FORA's obligation to reimburse the City is contingent upon the development market and FORA's corresponding collection of development fees from former Fort Ord development projects. Development fees collected under the FORA CFD are the only source of funds obligated for reimbursement under this Agreement. FORA shall reimburse the City for costs incurred from initiation through Project completion and in accord with the amounts of reimbursement not to exceed the aggregate total for the projects as outlined in the CIP. The City may advance the construction of the "completion project" to coincide with construction of the projects.
3. Amount of Reimbursement. FORA, under this agreement with the City, shall reimburse the City for an amount not to exceed FORA's share of the total project cost, as presented in the FORA CIP, as the CIP may be updated from year to year, less 0.1% to be retained by FORA to fund its cost of engineering and accounting. The total reimbursement payable by FORA to City shall not exceed FORA's total combined obligations to the projects and shall include design and construction of the 2<sup>nd</sup> Avenue "completion project" for funding within this stated limitation.

FORA may from time to time, prior or subsequent to this agreement, enter other funding agreements, in conformance with its CIP, for the purpose of mitigating traffic impacts resulting from the redevelopment and reuse of the former Fort Ord. The timing of reimbursements to the City shall honor such other agreements and the total reimbursement amount payable to the City shall be reduced by FORA's reimbursements or other compensation paid to or allowed developers constructing any portions of the Projects as herein defined.

4. Invoices to FORA. The City shall submit invoices to FORA on a no more frequent than monthly interval, at a mutually agreeable date. The final invoice shall include a copy of a Notice of Completion filed with the City Recorder's office for the project.

5. Timing of Reimbursement. FORA shall commence reimbursement payments to the City when development fees programmed to fund the Projects become available with the first payment due in a month when projected development fees are collected by FORA. Other reimbursement agreements of record shall be paid concurrent to this Agreement.

6. Audit. The City agrees that the City's books and expenditures related to the Projects shall be subject to audit by FORA.

7. Amendment by Written Recorded Instrument. This Agreement may be amended or modified in whole or in part, only by a written and recorded instrument executed by both of the parties.

8. Indemnity and Hold Harmless. City agrees to indemnify, defend and hold FORA harmless from and against any loss, cost claim or damage directly related to City's actions or inactions under this Agreement.

9. Governing Law. This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of California.

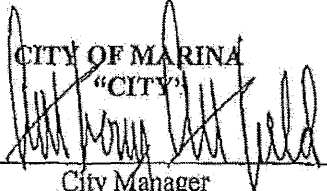
10. Entire Agreement. This Agreement along with any exhibits and attachments hereto, constitutes the entire agreement between the parties hereto concerning the subject matter hereof.

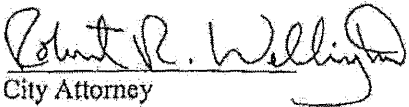
11. Interpretation. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.


12. Attorney's Fees. If a proceeding is brought to enforce 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.

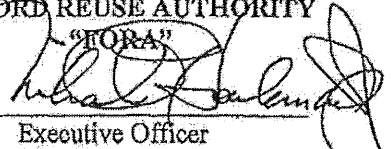
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set out opposite their respective signatures.

Date: MAY 3, 2007

By:   
CITY OF MARINA  
"CITY"  
City Manager  
Anthony Altfeld


APPROVED AS TO FORM:  
By:   
City Attorney  
Rob Wellington

Pursuant to Resolution No. 2007-65  
ATTEST:  
By:   
Joy P. Junsay, City Clerk  
5/4/07

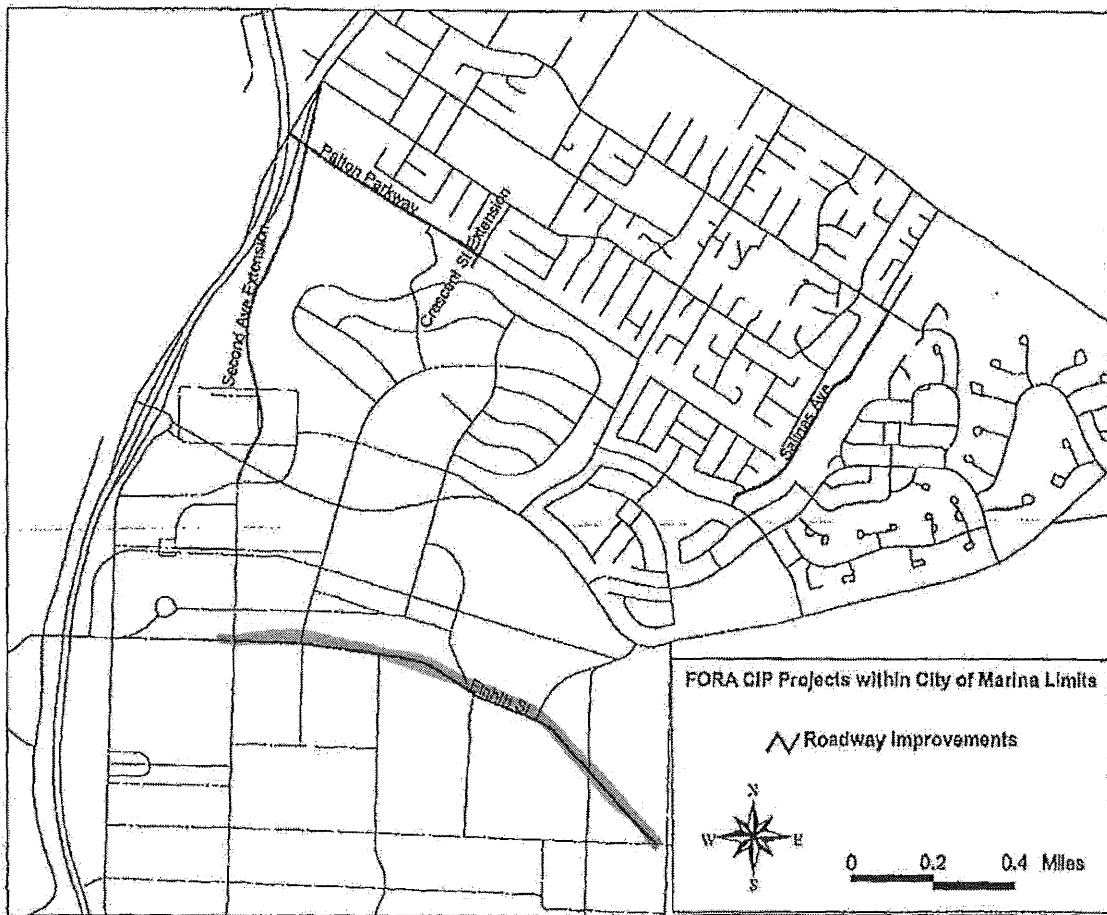
FORT ORD REUSE AUTHORITY  
"FORA"  
By:   
Executive Officer  
Michael A. Houlemard, Jr.

Date: May 30 07

APPROVED AS TO FORM:

By:   
FORA Counsel  
Gerald D. Bowden, Esq.

ATTACHMENT 1





RESOLUTION NO. 2007-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING REIMBURSEMENT AGREEMENT BETWEEN FORT ORD REUSE  
AUTHORITY (FORA) AND CITY OF MARINA FOR STREET IMPROVEMENTS TO  
CRESCENT STREET EXTENSION, ABRAMS DRIVE (PATTON PARKWAY), EIGHTH  
STREET AND SALINAS AVENUE AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE REIMBURSEMENT AGREEMENT SUBJECT TO FINAL REVIEW AND  
APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City has determined that it is in their best interest to be the lead agency for design and construction for FORA CIP funded projects within the City of Marina; and

WHEREAS, the purpose of the proposed Reimburse Agreement is to establish the extent and manner in which City will be entitled to reimbursement by FORA for the CIP program that includes Crescent Street extension, Abrams Drive (Patton Parkway), Eighth Street and Salinas Avenue costs; and the timing of the reimbursement to the City by FORA; and

WHEREAS, the agreement will allow the City to design and build all four (4) projects so long as connectivity is maintained and costs do not exceed the aggregate total of funds allocated; and

WHEREAS, The reimbursements shall be made each month as the costs are incurred dependent on FORA receiving the funds and the fiscal year the project is programmed in its CIP; and

WHEREAS, funding for costs incurred by the City to construct the approved projects will be provided by reimbursement from FORA.

NOW, THEREFORE NOW BE IT RESOLVED that the Marina City Council does hereby:

1. Approve a reimbursement agreement between the Fort Ord Reuse Authority (FORA) and the City of Marina for street improvements to Crescent Street extension, Abrams Drive (Patton Parkway), Eighth Street and Salinas Avenue, and;
2. Authorize the City Manager to execute the reimbursement agreement subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on April 3, 2007, by the following vote:

AYES: Council Members: Gray, McCall, Morrison, Wilmot and Mettee-McCutcheon

NOES: Council Members: None

ABSENT: Council Members: None

ABSTAIN: Council Members: None

  
Ilh Mettee-McCutcheon, Mayor

ATTEST:

  
Joop Hunsay, City Clerk

**OBLIGATORY PROJECT OFFSETS AND REMAINING OBLIGATIONS**

Project #	Project Title	Project Lines	TAMC Reallocation Study 2005 FORA PORTION TOTAL COST	FORA Offsets 2005-2014	FORA Remaining Obligation	FORA Remaining Obligation Inflation
<b>Regional Improvements:</b>						
R3	Hwy 1-Sancti Spirit City	Widen highway 1 from 4 lanes to 6 lanes from Fremont Avenue interchange south to the Del Mar interchange	49,000,000	15,282,245	21,332,350	21,944,328
R10	Hwy 1-Monterey Rd. Interchange	Construct new interchange at Monterey Road	19,100,000	2,468,548	3,485,048	3,559,890
R11	Hwy 164-Freeway Upgrade	Widen existing highway to 4 lanes and upgrade highway to freeway status with appropriate interchanges. Interchange modification at I-58/I-55 and I-5	187,000,000	7,042,398	9,848,896	10,137,434
R12	Hwy 88 Operational Improvements	Operational improvements at San Benito-Laureles Grade and at Corral De Tiza including left turn lanes and improved signal timing	9,879,000	225,665	312,205	-
		Subtotal Regional	374,978,000	25,004,722	34,717,295	35,550,910
<b>On-Site Improvements</b>						
1	Davis Rd via Blanco	Widen to 4 lanes from the SR 183 bridge to Blanco	3,151,000	506,859	707,858	724,842
2B	Davis Rd via Blanco	Widen to 4 lanes from Blanco to Reservoir. Build 4 lane bridge over Salinas River	27,655,000	6,554,572	11,694,107	11,972,358
4D	Widen Reservoir-4 lanes to W4	Widen to 4 lanes from existing 4 lane section East Garrison Gate to Watkins Gate	10,120,000	3,513,416	4,747,528	4,851,777
4E	Widen Reservoir, W3 to Davis	Widen to 4 lanes from Watkins Gate to Davis Rd	5,500,000	2,216,321	3,095,742	3,157,992
6	Crescent Ave extend to Abamot	Extend existing Crescent Court (formerly to join proposed Abamot Dr (FO2)	938,948	303,548	1,290,397	1,262,303
		Subtotal On-Site	42,215,948	15,984,645	21,408,437	21,974,161
<b>On-Site Improvements</b>						
FO2	Abamot	Construct a new 2-lane arterial from intersection with 2nd Ave easterly to intersection with Crescent Court extension	789,858	789,858	1,660,275	1,655,752
FO5	8th Street	Upgrade/construct new 2-lane arterial from 2 <sup>nd</sup> Ave to Intergration Rd	4,340,000	4,340,000	8,017,440	6,161,858
FO6	Intergration	Upgrade to 4-lane arterial from Eastside Rd to Reservoir	4,200,000	1,239,408	4,079,908	4,177,297
FO7	Sealing	Upgrade/Construct new 2-lane arterial from General Jim Moore Blvd easterly to Eastside Rd	5,722,640	323,510	7,542,358	7,133,364
FO8 (P+I)	GUM S&D Arroyo to McChure	Widen from 2 to 4 lanes from Arroyo Rd to McChure	24,065,000	5,282,105	-	-
FO8B (P+I) [1]	GUM S&D McChure to 6th Ave	Widen from 2 to 4 lanes from McChure to 6th	-	3,475,974	-	-
FO8C	GUM S&D 6th Ave to S Boundary	Widen from 2 to 4 lanes from 6th Ave to South Boundary Rd	-	13,286,746	966,813	1,970,497
FO11	Salinas Ave	Construct new 2 lane arterial from Reservoir Rd southerly to Abamot Dr	3,038,276	3,038,276	4,241,162	4,340,989
FO12	Eastside Rd	Upgrade to 2 lane collector from General Jim Moore Blvd to Eastside Rd to Parker Falls cut-off	5,800,000	5,228,055	485,159	486,803
FO13B	Eastside Pkwy (New alignment)	Construct new 2 lane arterial from Eucalyptus Rd to Parker Falls cut-off to Sorenson Dr	12,536,370	510,000	16,650,040	17,257,393
FO14	S Boundary Road Upgrade	Upgrade to 2 lane arterial, along existing alignment from General Jim Moore Blvd to York Rd	2,516,054	338,985	3,078,587	3,180,833
		Subtotal On-Site	83,098,918	31,517,846	44,438,173	40,906,225
		<b>Transportation Totals</b>	<b>376,225,867</b>	<b>104,230,233</b>	<b>100,566,305</b>	<b>102,379,896</b>
[1] Remaining construction may be phased in. Future GIP documents based on available funds and habitat/environmental clearance.						
<b>Transit Capital Improvements:</b>						
T1	Transit Vehicle Purchase/Replace	15 buses	16,000,000	6,280,294	378,950	6,544,756
T2	Intermodal Centers	(PFIP T-31) includes 3 elements: 1. Intermodal Transportation Center @ 1st Avenue South of 8th Street, 2. Park and Ride Facility @ 12th Street and I-58, and 3. Park and Ride Facility @ 8th Street and Collins	3,900,000	4,798,673	6,681,873	6,655,674
		<b>Transit Totals</b>	<b>19,900,000</b>	<b>11,078,967</b>	<b>15,020,823</b>	<b>15,200,430</b>
		<b>Transportation/Transit Totals</b>	<b>396,125,867</b>	<b>115,315,212</b>	<b>115,592,505</b>	<b>118,180,356</b>
<b>Previous Offsets 1995 - 2004</b>						
<b>1. Transportation/Transit - TAMC Study 1995</b>						
FORA offset against obligations for transportation network per 1995 TAMC Study from 1995-2004. Funded by EDA grant funds, state and local matching funds, revenue bond proceeds, development fees.						
<b>2. Storm Drainage System</b>						
Funds/Fordale stormwater, stormwater discharge of stormwater to Monterey Bay Sanctuary. Project completed/financial obligation met in 2004. Funded by EDA grant proceeds.						
		<b>TOTAL CUMULATIVE OFFSETS AGAINST TRANSPORTATION AND STORM DRAINAGE PROJECTS TO DATE</b>				<b>67,016,212</b>

## Fee Credit Assignment

September 9, 2014

Regarding: FORA Fee Credits – The Dunes Phase 1C

Marina Community Partners  
2630 Shea Center Drive  
PO Box 5064  
Livermore, CA 94551  
Attn: Don Hofer

Regarding the Reimbursement Agreement Between the Fort Ord Reuse Authority and the City of Marina for Street Improvements to Crescent Street Extension, Abrams Drive, Eighth Street and Salinas Avenue dated May 3<sup>rd</sup>, 2007, this documents will confirm that credits equal to a total of \$1,018,890 are available to Marina Community Partners(MCP) for constructing 8th Street from 2nd to 3rd Avenue. These credits will be assigned to Shea Homes Limited Partnership, a California Limited Partnership, for the Dunes 1C, to offset Fort Ord Reuse Authority (FORA) fees for development in Marina. The Fee Credit assignments are detailed below:

FORA Fee Reimbursements for 45 lots:

45 lots @ \$22,560 = \$1,015,200

1 lot @ \$3,690 = \$3,690

Total FORA Fee Credits = \$1,018,890

The Assignment may be evidenced by MCP's execution of this letter and its distribution to Shea Homes Limited Partnership, a California Limited Partnership. A copy of this letter shall be submitted to FORA at the time of building permit application to receive credit.

City of Marina

by: \_\_\_\_\_

Dear Mr. Hofer:

Assignment:

MCP hereby assigns to Shea Homes Limited Partnership, a California Limited Partnership FORA fee credits of \$1,018,810. The assignment shall be effective immediately.

Marina Community Partners

by: \_\_\_\_\_

## FORT ORD REUSE AUTHORITY BOARD REPORT

### BUSINESS ITEMS

**Subject:** Preston Park – Rent Rate Policy Questions

**Meeting Date:** October 10, 2014

**Agenda Number:** 8a

**INFORMATION/ACTION**

### RECOMMENDATION(S):

- i. Receive a Preston Park Rental Rate/Policy Presentation in response to FORA Board questions (**Attachment A**).
- ii. Approve the current formula and policy being used to set rents at the Preston Park.
- iii. Approve the FY 2014/2015 Operating and Capital Improvement Budget with 2.4% percent rental rate increase.

### BACKGROUND/DISCUSSION:

The Fort Ord Reuse Authority (FORA) has overseen the management of the Preston Park Apartments since 1997, when it entered into an agreement with the United States Army (Army) to re-open the former Army housing area for civilian public occupancy. FORA has owned the Preston Park Apartments since June 2000, when the property was transferred from the Army to FORA, concurrent with the Economic Development Conveyance agreement escrow closing.

The FORA Board has requested a review of the background and policy for setting rental rates at the Preston Park Apartments. In addition, the Board members asked six specific questions regarding Preston Park rent and operations. These questions and responses are addressed in **Attachment A**.

The foundation for the Board's policy regarding Preston Park rental rate setting tracks back to the late 1990s. The following is a brief overview of current FORA Board policy related to the management of Preston Park, as established by previous Board actions:

- FORA will conduct a survey of local market rental rates to assist in establishment of rates for new move-ins.
- FORA will limit increases for in-place tenants to the lesser of the San Francisco Bay Area Consumer Price Index increase or 3%.
- FORA will rent a fixed number of units (51 units) as affordable (**Attachment B- Deed Restriction and Regulatory Agreement between City of Marina and FORA 2007; Amended 2009**).
- FORA will set rents near those being charged in privately owned properties to respond to community concerns and contain negative impact to the private rental market.
- FORA will manage the Preston Park Apartments to sustain the City of Marina's share of rental income consistent with the Preston Park Rabobank financing Agreement adopted in 2011.

**1. The Army, FORA, City of Marina Preston Park management/leasing agreements and the History of Master Resolution-Chapter 8, Implementation Agreement, and impact of Preston Park Memorandum of Agreement (FORA/Marina) on rent determination.**

The United States Army developed the Preston Park Housing Area (Preston Park) in the late 1980s as additional military family housing – primarily for soldiers assigned to the former Fort Ord Military Reservation. The property was vacated shortly after the 1991 Base Realignment and Closure Act announcement of the downsizing the former Fort Ord to the Presidio of Monterey Annex. The Preston Park complex remained vacant until the area was leased from the Army under a Finding of Suitability for Lease (FOSL) that enabled an Army/FORA Interim Lease (LEASE) between the Secretary of the Army and FORA. In 1997, the Mid-Peninsula Housing Coalition and FORA entered into a Sub-Lease/Management Agreement and Marina agreed to serve as FORA’s Agent for Preston Park. The purpose of the FOSL and related agreements was to provide housing for public sector employees, military, and the general public in response to the area overcrowding noted by several agencies. The City of Marina was also concerned that these valuable assets would be lost if FORA did not step in to reoccupy the units and reduce rising vandalism and deterioration from lack of use.

The FOSL and the supporting documents set the terms for the general operation of the Preston Park area, including the process of rate setting for market rate units and, to the establishment of 70 “affordable” units at below market rates (minimum rates established).

**2. FORA/ Preston Park commitments/policies regarding Preston Park rental rates.**

The history of Preston Park rental rate setting is long and complex, intertwined between the City of Marina, FORA, the Army, the Mid-Peninsula Housing Corporation, and Alliance, its successor as rental manager of the property. After the property was conveyed by the Army to FORA, FORA continued to direct Preston Park activities (including rent setting) with the City of Marina, previously designated by agreement as FORA’s agent.

More recently, the agreement establishing Marina as agent was terminated, and FORA, as owner of the property, began working directly with the rental management company. However, certain practices developed during the prior period have carried forward, such as the policy establishing a formula for annual rental rate increases. This policy originated in collegial discussions between the City of Marina and FORA during 2007-09, later taking the form of City of Marina Council approved amendments to Deed Restrictions and Regulatory Agreement—Preston Park, defining the mix of low and moderate income rents to be offered at the facility and FORA Board passed items regarding the Preston Park Budget, including rent increases, for both 2009-10 and 2010-11. (**Attachment B**). A market survey is performed to monitor the rents of privately owned rental units in the area (**Attachment G**).

The FORA Board actions concurred in the City of Marina’s desire to “protect existing tenants from the impacts of increasing market rents,” while allowing “adopted formulas” addressing allowable rent increases for both ‘move-ins’ and ‘in-place tenants.’ The latter rent increases limited to “the lesser of 3% or the Consumer Price Index for San Francisco-Oakland-San Jose.”

In this manner, a balance was achieved between tenant protections and incremental rent increases for market units that would allow generation of revenue sufficient to adequately maintain the facility. Application of the formulaic approach has also made rental rate setting more predictable and less influenced by subjective considerations.

### **3. The City of Marina background context regarding Preston Park rental rate setting.**

During public review of the Preston Park leasing transaction, multiple members of the public as well as Marina/Seaside real property owners expressed concern that public ownership of the Complex would unfairly compete with privately owned properties. It was further noted that the number of affordable units should be limited, so as to minimize concentrating families of limited income to the former Fort Ord and adding to the perception of income inequality amongst Peninsula jurisdictions. Consequently, the Preston Park Management Agreement capped the number of below market units at Preston Park at 70. In 2007, this number was revised to 51 units and codified by a regulatory agreement/deed restriction by the City of Marina and FORA. The FORA Board approved the Sub Lease/Management Agreement, the Marina/FORA's agent agreement, and the Management agreement with the Mid-Peninsula Housing Coalition.

Under the terms of the Mid-Peninsula Housing Management Agreement, through the recommendation of the City acting as FORA's agent, Mid-Peninsula Housing financed and conducted Preston Park rehabilitation, occupancy, and management. The property was subsequently transferred from the Army to FORA in June 2000, and has been continuously owned by FORA since.

There is a long history between City of Marina and FORA, throughout which each has promised to hold Preston Park revenues constant for the other party. In the case of the City, FORA has recognized that the City budget relies upon receipt of base revenue from Preston Park to secure their General Fund and other obligations. The City recognized that FORA has had obligations to its bondholders and other financial creditors. Such principles were enshrined as early as 2000, when FORA issued a Revenue Bond secured by its share of Preston Park revenue, without endangering Marina's continued receipt of its expected revenue stream. As a rule of thumb, Preston Park base revenue after expenses was calculated to be \$2 million annually, to be split 50-50, per state law. Over time, as rents increased incrementally or certain expenses were reduced, net revenues over expenses have increased. A rough estimate (for explanatory purposes only) of current net revenues available to FORA and Marina would now be \$3 million, or \$1.5 million each. This cushion allowed FORA to refinance its prior Preston Park secured debt in 2010 using only 46% of the then total Preston Park net revenues. A written agreement protecting Marina's 50% share of net Preston Park revenues was agreed to by Marina and FORA at the time. This cushion continues to increase gradually, providing the basis for numerous uses by both the City and FORA, including recent catch-up capital improvements to the apartments and emergency repairs. FORA has modeled for the City of Marina a methodology under which Marina might purchase FORA's 50% share of the Preston Park revenue stream utilizing Marina's increasing incremental share of net revenue.

### **4. Rental History and capital improvements at Preston Park**

As briefly noted above, in 2007, FORA and the City of Marina agreed in the Preston Park regulatory agreement/deed restriction that fifty-one (51) of the total Preston Park units would be rented at below market rate. It was also agreed that these rents would be computed at a range from 50% to 60% of the median county income and that no more than twenty percent (20%) of the units on any one street would be rented at this level. Currently, fifty-one (51) Preston Park units are rented at the affordable level under this provision.

In addition, 30 units are currently rented with Section 8 financial support and the remaining units are rented at rates that are at or below the median income for Monterey County.

## **5. Federal/Section 8 Rents, State Programs Fair Market Rent setting explained.**

The explanation of the formula and process for setting FY 2014 Monterey County Fair Market Rents (FMR) is detailed in (**Attachment C**). The full description covers eight pages and is used as a comparison to the current policy adopted by FORA and the City of Marina for Preston Park Apartments.

## **6. Impact of capital program/health and safety requirements.**

The FORA Board has steadfastly maintained a policy of fully funding the capital program requirements to sustain the quality of the housing at Preston Park. In addition, the Board has encouraged on and off site investments for the past 15 years that exceed the minimum requirements to meet health and safety. This has included significant investment in the area parks, street maintenance, and upgrades. This past year all the roofing at Preston Park was replaced under the project's capital budget. There remain window and door replacements, unit exterior lighting will require additional funding in order to be fully accomplished. The Capital Expenditure Budget (**Attachment F**) details the multiyear plan for these items.

Since the Army's transfer of Preston Park to FORA in 2000, and until 2010, Marina and FORA shared the understanding that the FORA-Marina Implementation Agreement required Marina to purchase FORA's interest in Preston Park should Marina desire to acquire the property. Given this mutual understanding, Marina and FORA have coordinated since 2002 to use Preston Park and its revenue as collateral to finance vital FORA projects, many of which directly benefit Marina. This includes Revenue Bonds issued in 2002 to FORA for building removal and roadway construction in the City of Marina, a 2004 loan from Community Bank to pay FORA's Pollution Legal Liability Insurance Policy premium, and a 2006 line of credit from Rabobank to FORA to fund building/blight removal in the City of Marina and other capital projects. In 2007, Marina purchased FORA's interest in the apartment complex known as Abrams B for \$7.7 million, which was half of the Abrams B property appraised value. After appointing an ad hoc Preston Park negotiating committee (composed of FORA Board members), in the Spring of 2010, Marina and FORA representatives entered into similar negotiations for Marina to purchase FORA's interest in Preston Park.

In 2010, FORA borrowed \$19 million from Rabobank, secured by a note and deed of trust on Preston Park. Marina representatives on the FORA Board voted in favor of the loan. FORA entered into a loan agreement with Rabobank based on its reasonably held belief that FORA would be able to liquidate its interest in Preston Park in a timely fashion. One of the Rabobank-FORA loan agreement terms is that the remaining principal balance on the \$19 million loan (approximately \$18 million) is due on or before June 15, 2014. Now that the loan is extended, the loan will be due on or before December 15, 2014.

After an unsuccessful negotiation, including judicially supervised mediation, concerning Marina's potential purchase of Preston Park from FORA, in 2012, FORA initiated a sale process. On July 10, 2012, Marina filed a lawsuit against FORA, blocking FORA from selling the property. Since that lawsuit is still pending, at its May 16, 2014 meeting, the FORA Board approved a resolution to seek a Preston Park loan extension with Rabobank to avoid loan default and property foreclosure. Marina's Preston Park lawsuit has also prevented FORA from completing building/blight removal in the Cities of Seaside and Marina through FORA's 50% of Preston Park land sales proceeds.

While the lawsuit remains unresolved, as long as FORA owns Preston Park, FORA is responsible for approving annual operating budgets, setting rental rates, funding capital improvements, and

funding facility maintenance. The court has set a November 19, 2014 trial date to hear the Marina v. FORA case.

In prior Preston Park Board reports, lengthy items such as the Market Survey (**Attachment G**) and Standard Operating Budgets were presented with only summary pages of the full reports. The full documents are available on the FORA website using the links provided below.

**Attachment E:**

<http://fora.org/Board/2014/Packet/Additional/080814Item8aAttachBPPBudget-1stPageIncrease.pdf>

**Attachment G:**

<http://fora.org/Board/2014/Packet/Additional/080814Item8aAttachD-MarketSurvey.pdf>

**FISCAL IMPACT(S) Budget Recommendations:**

During the past several years, we have fallen behind the long standing policy of being comparable to the area rental market to avoid government out-competing private property owners for tenants. FORA and Alliance Management staff analyzed the option of recommending a rental increase closer to the 9.4% rental increase in the surrounding market rate apartments but have concluded that the recommended 2.4% rent increase will permit the property to meet all of the operational and capital improvement goals. The financial impacts of the rent increase are displayed by unit type in (**Attachment H**)

FORA and Alliance Management staff have reviewed the Alliance Management Budget Memorandum (**Attachment D**) on the Preston Park FY 2014-15 Operating Budget and Capital Improvement Program (CIP) Assessment and recommends approval of the Housing Operating (**Attachment E**) and Capital Replacement Program Budgets (**Attachment F**) with the 2.4% rent increase

**COORDINATION:**

Executive Committee, Authority Counsel, and Alliance.

Prepared by \_\_\_\_\_  
Robert J. Norris, Jr.

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



## **Questions Posed by the FORA Board**

**1. Market Rate definition (What properties are included, size of units, etc.)**

Market rent is described as what a landlord might reasonably expect to receive, and a tenant might reasonably expect to pay for tenancy, in comparison with rent levels for similar properties in similar areas.

The Preston Park Market Survey provides information regarding the unit sizes, amenities, and market rents attributed to Preston Park and the surrounding communities.

**2. Details on current rent increase formula (3% concept , how it relates to HUD)**

The current rental increase formula for in place residents, adopted by the Marina City Council and FORA Board in June 2010, allows for a maximum rental increase per year of 3% or CPI-U (whichever is the lesser) to be applied to rents during the next fiscal year. An in-place resident rent is never to exceed Current Market Rates, or New Move-In Rents.

This concept resembles the HUD increase methodology, but is not intended to directly emulate it.

**3. Historical rent increases over the history of Preston Park and proposed rent increase formula/solution by the management company.**

August 2014:	Proposed increase of 2.4% (2.4 CPI)
September 2013:	2.4% Increase (2.4 CPI)
August 2012	(increase delayed until February 2013): 3% Increase 3.0 CPI)
August 2011:	0.0% Increase (1.7 CPI)
August 2010:	1.8% Increase (1.8 CPI)
August 2009:	3.3% Increase (1.2 CPI)
August 2008:	3.3% Increase (2.8 CPI)

Previous increases implemented by Mid Peninsula Housing, approved by City of Marina.

The current rental formula allows minimal growth to rents for in-place market renters and depresses the rental market for surrounding properties. A more traditional increase formula (raise in-place market resident rents to within 5% of current Market Rates) would benefit the property and FORA, while providing discounted rates and recognizing tenure to in-place residents.

**4. Move-in procedure (what happens to rent increase monies)**

After a current resident supplies the Leasing Office with a written 30-Day Notice to vacate (as per the lease agreement), the on notice apartment is made available to prospective residents for future reservation. A \$250 Holding Deposit is taken and a Welcome Letter is signed by all parties to solidify the rental rate and any additional

relative information relating to the application. A background and credit screening is run, and copies made of qualification documents. After the household's application for lease is approved, the lease is executed and move-in fees collected. A move-in inspection takes place on the day of move-in, and keys are released to the new Resident.

In recent past, a new market rate move-in generally creates revenue of \$200 - \$500 per month above the rental rate paid by the previous occupant. These monies are already projected as increased income within the fiscal year budget based on historical increases and turnover trends, and do not represent a specific amount to be set aside in addition to what the budget projected for income. The increased income helps fund day to day operating expenses at the property, non-routine and capital repairs and contribute towards the replacement reserve fund.

**5. 35 day notice of rent increases (may not be sufficient for displaced tenants)**

California law requires that rental increases of less than 10% annually be delivered with a 30-day written notice/change of terms. Increases at or over 10% annually must be served with 60 days notice. This allows for the resident to consider their options, and either elect to stay within the community at the adjusted rate, or serve a 30-day notice to vacate to the community.

Note – The practice of a 35-Day notice based on historical increases falls within the law, and is used within Preston Park to allow residents time to make a decision to continue residency or leave the community.

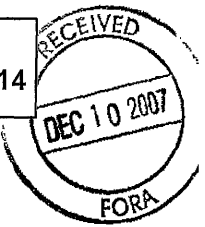
A greater notice period by the property would reduce potential income enhancements.

**6. What is financial objective of the rent increases (how it aligns with the operating budget)?**

Sustainability and asset protection is the objective of the rent increase. Non-Routine expenses are anticipated to encompass significant projects (resulting from the Property Assessment performed in 2013) over a 5-year period. These costs are not Capitalized as the reserve accounts do not have the funds to carry the projects.

Alliance recommends a minimum Capital reserve withholding amount of \$2,179 per unit per year during the 2014/15 fiscal period. This withholding would ensure that the asset holds adequate reserves to perform necessary replacements and repairs to protect the useful life of the buildings and account for possible unforeseen cost increases and repairs, and address resident requested projects such as parking enhancements.

Implementing a rent increase offers an opportunity to increase the property's replacement reserve account through compounded revenue generation, thus allowing for many of the critical Capital Improvement projects throughout the community to take place over time.



JG

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Marina Redevelopment Agency  
211 Hillcrest Avenue  
Marina, California  
Attention: Executive Director

No fee for recording pursuant to  
Government Code Section 27383

Stephen L. Vagnini  
Monterey County  
Recorder

OFFICIALS

12/07/07 08:44:49

Receipt # 506184  
Cashier # RANJELLE  
From Doc # 2007091263  
To Doc # 2007091263

Filer	2007091263	\$0.00
Fee		\$0.00
Total Fee		\$0.00
Taxes		\$0.00
Other		\$0.00
** TOTAL		\$0.00

PLEASE KEEP THIS RECEIPT FOR REFERENCE

**DEED RESTRICTION AND  
REGULATORY AGREEMENT  
PRESTON PARK**

This Deed Restriction and Regulatory Agreement (the "Agreement") is made and entered into as of this 6<sup>th</sup> day of Dec., 2007 by and between the Redevelopment Agency of the City of Marina, a public body corporate and politic (the "Agency"), and the Fort Ord Reuse Authority, a political subdivision of the State of California ("FORA").

**RECITALS**

A. The Agency is responsible for the implementation of the Marina/Fort Ord Redevelopment Plan ("Redevelopment Plan") which provides for the redevelopment of property located in the City of Marina that was formerly part of the Fort Ord Army Base.

B. FORA is the owner of that certain property located within the former Fort Ord Army Base, commonly referred to as Preston Park as more particularly described in Exhibit A attached hereto (the "Property"). There is currently located on the Property 354 residential units which are leased and operated pursuant to a lease agreement between the Agency, FORA and Mid-Peninsula Housing Management Corporation.

C. The Agency as a term of an Option Agreement related to the Marina Heights project agreed to ensure that an adequate number of very low, low and moderate income housing units necessary to comply with Health and Safety Code Section 33413(b)(2)(A) as applied to the Marina Heights development would be provided in the Project Area. The Agency in order to meet the requirements of Health and Safety Code Section 33413(b)(2)(A) must restrict the Property in accordance with this Regulatory Agreement in order to meet the Agency's obligations pursuant to Health and Safety Code Section 33413(b)(2)(A) as such obligations arise from the development of the Marina Heights development.

D. The Property is also required to comply with the City of Marina inclusionary housing requirements which require that 40% of all existing housing units at the Former Fort Ord

S

Army Base that were occupied as of July 1, 2003 be affordable to very low, low and moderate income households.

E. Pursuant to Health and Safety Code Section 33413, the Agency must require the recordation of covenants or restrictions which ensure that the Affordable Units restricted in satisfaction of Health and Safety Code Section 33413(b) remain available for occupancy by very low, low and moderate income households at affordable housing cost for fifty-five (55) years.

F. The following covenants and restrictions are recorded against the Property to ensure compliance with Health and Safety Code Section 33413.

THEREFORE, the Agency and the Owner hereby agree as follows.

## **ARTICLE 1 DEFINITIONS**

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the Agency shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Affordable Units" shall mean the Very Low Income Units and the Low Income Units.

(d) "Agency" shall mean the Redevelopment Agency of the City of Marina.

(e) "Agreement" shall mean this Regulatory Agreement.

(f) "Assumed Household Size" shall mean a household of one person in the case of a studio unit, two persons in the case of a one bedroom unit, 3 persons in the case of a two-bedroom unit, 4 persons in the case of a three-bedroom unit, and 5 persons in the case of a four-bedroom unit.

(g) "Development" shall mean the Property and the 354 residential units to be developed on the Property, as well as all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(h) "FORA" shall mean the Fort Ord Reuse Authority and its successors and assigns to the Development.

(i) "Low Income Household" means a household with an Adjusted Income that does not exceed eighty percent (80%) of Median Income.

(j) "Low Income Units" shall mean the Units that, pursuant to Section 2.1 below, are required to be occupied by Low Income Households.

(k) "Median Income" shall mean the median gross yearly income, adjusted for household size, in the County of Monterey, California, as published from time to time by the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the Agency shall provide other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(l) "Property" shall mean the parcel of real property located in Marina, California, as more particularly described in Exhibit A.

(m) "Qualifying Household" shall mean a Very Low Income Household or Low Income Household.

(n) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: (1) use and occupancy of the Unit and land and associated facilities, including parking; (2) any separately charged fees or service charges assessed which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than FOR A, and paid by the Tenant.

(o) "Tenant" shall mean a household occupying a Unit.

(p) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and shall continue until the fifty fifth (55) anniversary of the date of this Agreement.

(q) "Unit" shall mean one of the 354 units located on the Property.

(r) "Very Low Income Household" shall mean persons and households whose incomes do not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 as such limits shall be published by the California Department of Housing and Community Development.

(s) "Very Low Income Units" shall mean the Units that, pursuant to Section 2.1 below, are required to be occupied by Very Low Income Households.

**ARTICLE 2**  
**AFFORDABILITY AND OCCUPANCY COVENANTS**

Section 2.1 Occupancy Requirement. Nineteen (19) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. Thirty Two (32) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. The remaining Units may be rented at market rate rents. Notwithstanding anything in this Agreement, no Tenant occupying a Unit as of the date of this Agreement shall be required to vacate such Unit in order to ensure compliance with the occupancy requirements of this Section. After the Effective Date of this Agreement, as Units become Vacant, Units shall be rented to Very Low or Low Income Households in accordance with this Section 2.1 until such time as the number of Units occupied by Very Low Income Households and the number of Units occupied by Low Income Households meets the requirements of this Section 2.1.

Section 2.2 Allowable Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Low Income Units shall not exceed one-twelfth (1/12) of thirty percent of sixty percent (60%) of Median Income, adjusted for Assumed Household Size. Initial rents for the Affordable Units shall be approved by the Agency prior to occupancy, which shall be approved if they comply with this Agreement. All rent increases for the Affordable Units shall also be subject to Agency approval. The Agency shall provide the Owner with a schedule of maximum permissible rents for the Affordable Units annually.

Section 2.3 Increase Income of Tenants.

(a) Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Affordable Unit, the Agency determines that a former Very Low Income Household's Adjusted Income has increased and exceeds the qualifying income for a Very Low Income Household set forth in Section 1.1(r), but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

- (1) Such Tenant's Unit shall be considered a Low Income Unit;
- (2) Such Tenant's Rent may be increased to a Low Income Rent, upon sixty (60) days' written notice to the Tenant; and
- (3) The next available Unit shall be rented to a Very Low Income Household at Rent not exceeding the maximum Rent specified in Section 2.2 to comply with the requirements of Section 2.1 and Section 2.2 above.

(b) Non-Qualifying Household. If, upon recertification of the income of a Tenant of an Affordable Unit, the Agency determines that a former Very Low Income Household or a Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such Tenant shall be permitted to continue occupying the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written

notice, the Rent may be increased to the fair market rent, and the next available Unit shall be rented to a Very Low Income Household or Low Income Household, as applicable, to meet the requirements of Section 2.1 above.

(c) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Unit or Low Income Unit) shall be redetermined. In any event, the occupancy requirements set forth in section 2.1 above shall be maintained for the Term of this Agreement.

Section 2.4 Other Rules. If the Development is subject to state or federal rules governing funding sources such as low-income housing tax credits (the "Other Rules"), the provisions of the Other Rules regarding assumed household size, shall apply in place of the provisions set forth in the applicable sections of this Agreement. Upon such time as the requirements of the Other Rules no longer apply to the Development, the terms and conditions of this Agreement shall govern the occupancy of this Development.

Section 2.5 Nondiscrimination. Agency and FORA shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Owner shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

### ARTICLE 3 INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Qualifying Households renting any of the Affordable Units shall complete and provide to the Agency, immediately prior to initial occupancy and annually thereafter, income certifications. The Agency shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

**ARTICLE 4**  
**PROPERTY MANAGEMENT AND MAINTENANCE**

Section 4.1 Property Maintenance. For the entire Term of this Agreement, the Development shall maintain all interior and exterior improvements, and landscaping shall be maintained in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

**ARTICLE 5**  
**MISCELLANEOUS**

Section 5.1 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. No preference shall be given to any particular class or group of persons in renting or selling the Units, except to the extent that the Affordable Units are required to be leased to Very Low Income Households and Low Income Households and to the extent the Agency requires a local preference conforming to the limits of State and federal fair housing laws. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age, ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Agency or any person claiming under or through the Agency, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

Section 5.2 Section 8 Certificate Holders. Persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor shall be accepted as Tenants on the same basis as all other prospective Tenants. Section 8 certificate or voucher holders shall not be subject to selection criteria that is more burdensome than criteria applied to all other prospective Tenants, and management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants shall not be allowed.

Section 5.3 Term. The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir or assign of the Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the Agency.

Section 5.4 Covenants to Run With the Land. The Agency and FORA hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire.



Section 5.5 Enforcement by the Agency. The Agency shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The Agency may bring an action at law or in equity to compel performance of the obligations under this Agreement, and/or for damages.

(b) Other Remedies. The Agency may exercise any other remedy provided under this Agreement to the extent applicable by law.

Section 5.6 Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 5.7 Recording and Filing. The Agency and FORA shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Monterey.

Section 5.8 Governing Law. The laws of the State of California shall govern this Agreement.

Section 5.9 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the Agency in writing, but no waiver by the Agency of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 5.10 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Monterey.

Section 5.11 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Agency and FORA have executed this Agreement by duly authorized representatives, all on the date first written above.

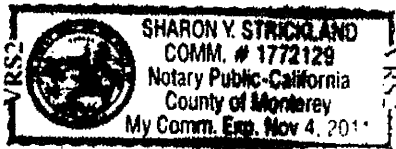
**FORT ORD REUSE AUTHORITY,**  
a political subdivision of the State of  
California

*[Handwritten signature of Michael A. Houlemard, Jr.]*  
BY \_\_\_\_\_  
Michael A. Houlemard, Jr.  
Executive Officer

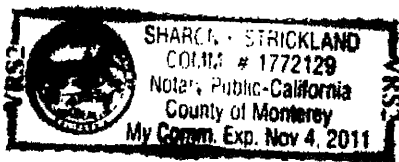
STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF MONTEREY    )

On December 6, 2007 before me,  
Sharon Y. Strickland, a Notary Public in and for said State,  
personally appeared Michael A. Houlemard, Jr. personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*[Handwritten signature of Sharon Y. Strickland]*  
Notary Public, State of California



Redevelopment Agency of the City of  
Marina, a public body, corporate and politic

BY: *Anthony Altfeld*

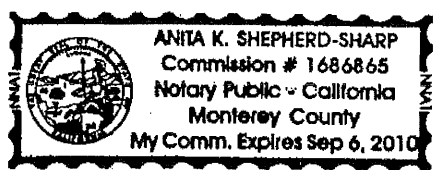
Its: EXECUTIVE DIRECTOR

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF MONTEREY    )

On December 6, 2007 before me,  
Anita Shepherd-Sharp, a Notary Public in and for said State,

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

WITNESS my hand and official seal.



*Anita Shepherd-Sharp*  
Notary Public, State of California

## **Exhibit A – Preston Park Legal Description**

## LEGAL DESCRIPTION

Order No.: 00010602

The land referred to herein is situated in the State of California, County of Monterey, City of MARINA described as follows:

CERTAIN REAL PROPERTY SITUATE IN THE MONTEREY CITY LANDS TRACT NO. 1, AND THE FORTH ORD MILITARY RESERVATION, CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 1" DIAMETER PIPE TAGGED LS 5992 AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN 10.983 ACRE TRACT OF LAND SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 20, RECORDS OF SAID COUNTY, SAID POINT BEING IN THE NORTHWESTERLY LINE OF IMJIN ROAD (200 FEET WIDE AT THIS POINT); THENCE FROM SAID POINT OF BEGINNING ALONG SAID ROAD LINE

- (1) S. 50° 00' 00" W., 1070.93 TO INTERSECTION WITH THE LINE OF THE IMJIN ROAD AS SHOWN MAP FILED IN VOLUME 20 OF SURVEYS AT PAGE 91, RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE
- (2) CURVING TO THE LEFT ON A CIRCULAR ARC OF 920.00 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 17° 10' 52" E., THROUGH AN ANGLE OF 15° 37' 32", FOR A DISTANCE OF 250.90 FEET TO INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL 1 AS SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 136, RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1
- (3) N. 37° 47' 27" W., 184.01 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (4) N. 39° 13' 07" W., 90.79 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE NORTHERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF PARCEL A AS SHOWN ON MAP FILED IN VOLUME 20 OF SURVEYS AT PAGE 73, RECORDS OF SAID COUNTY; THENCE LEAVE THE BOUNDARY OF SAID PARCEL 1 AND ALONG THE BOUNDARY OF SAID PARCEL A
- (5) N. 35° 51' 23" W., 88.89 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (6) N. 27° 50' 36" W., 42.36 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE

Continued on next page

LEGAL DESCRIPTION - continued  
Order No.:00010602

- (7) S. 86° 28' 40" W., 142.05 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (8) S. 46° 41' 42" W., 547.53 FEET, AT 499.17 FEET A 3/4" PIPE TAGGED LS 5992 AT THE MOST WESTERLY CORNER OF SAID PARCEL A, SAID POINT BEING IN THE NORTH LINE OF ABRAMS ROAD, 647.53 FEET TO A POINT; THENCE
- (9) CURVING TO THE LEFT ON A CIRCULAR OF 1300 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 73° 15' 04" W., THROUGH AN ANGLE OF 17° 16' 39" FOR A DISTANCE OF 392.02 FEET TO A POINT; THENCE TANGENTIALLY
- (10) CURVING TO THE LEFT ON A CIRCULAR ARC OF 600.00 FEET RADIUS, THROUGH AN ANGLE OF 39° 12' 36", FOR A DISTANCE OF 410.61 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (11) N. 36° 12' 00" W., 25.07 FEET TO A 1" PIPE TAGGED LS 5992 IN THE EASTERLY LINE OF MACARTHUR DRIVE; THENCE CONTINUING ALONG SAID ROAD LINE
- (12) N. 4° 27' 00" W., 106.41 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (13) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 115 FEET RADIUS, THROUGH AN ANGLE OF 51° 57' 24" FOR A DISTANCE OF 104.28 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY ON A REVERSE CURVE
- (14) CURVING TO THE LEFT ON A CIRCULAR ARC OF 380.00 FEET RADIUS, THROUGH AN ANGLE OF 41° 15' 04", FOR A DISTANCE OF 273.59 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (15) N. 6° 15' 20" E., 264.25 FEET TO A 1" PIPE TAGGED LS 5992; THENCE TANGENTIALLY
- (16) CURVING TO THE LEFT ON A CIRCULAR ARC OF 330.00 FEET, THROUGH AN ANGLE OF 50° 58' 25", FOR A DISTANCE OF 293.59 FEET TO A 5/8" REBAR TAGGED LS 5992 AT THE MOST SOUTHERLY CORNER OF PARCEL 2 SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 131, RECORDS OF SAID COUNTY; THENCE LEAVE SAID ROAD

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LINE AND ALONG THE BOUNDARY OF SAID PARCEL 2,

- (17) N. 45° 16' 56" E., 41.69 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (18) N. 6° 28' 31" E., 164.33 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (19) N. 7° 26' 13" W., 81.75 FEET TO A 1" PIPE TAGGED LS 5992; THENCE LEAVE THE BOUNDARY OF SAID PARCEL 2
- (20) N. 40° 07' 01" E., 144.14 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (21) N. 57° 43' 34" E., 376.83 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE MOST WESTERLY CORNER OF PARCEL 2 SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 132, RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY THEREOF
- (22) S. 82° 58' 54" E., 247.20 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (23) S. 21° 19' 33" E., 266.04 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE
- (24) S. 10° 32' 27" E., 91.09 FEET TO A 3/4" PIPE TAGGED LS 5992 IN THE NORTH LINE OF BAILEY COURT (47 FEET WIDE) AT A POINT NOW DESIGNATED "A"; THENCE CONTINUING ALONG SAID BOUNDARY AND ROAD LINE
- (25) CURVING TO THE LEFT ON A CIRCULAR ARC OF 256.50 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS N. 6° 25' 27" E., THROUGH AN ANGLE OF 18° 58' 43" FOR A DISTANCE OF 84.96 FEET; THENCE TANGENTIALLY
- (26) N. 77° 26' 44" E., 28.76 FEET TO A POINT IN THE WESTERLY LINE OF WITTENMEYER COURT; THENCE LEAVE SAID LINE OF BAILEY COURT AND ALONG THE LAST MENTIONED STREET LINE
- (27) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 623.50 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC BEARS N. 79° 36' 20" E., THROUGH AN ANGLE OF 20° 21' 30", FOR A

Continued on next page

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- DISTANCE OF 221.54 FEET TO A POINT; THENCE TANGENTIALLY
- (28) N. 9° 57' 50" E., 76.52 FEET; THENCE TANGENTIALLY
- (29) CURVING TO THE LEFT ON A CIRCULAR ARC OF 10.00 FEET RADIUS, THROUGH AN ANGLE OF 88° 58' 22" FOR A DISTANCE OF 15.53 FEET; THENCE TANGENTIALLY
- (30) N. 79° 00' 38" W., 51.37 FEET; THENCE TANGENTIALLY
- (31) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 60.00 FEET RADIUS, THROUGH AN ANGLE OF 102° 56' 21", FOR A DISTANCE OF 107.80 FEET; THENCE TANGENTIALLY
- (32) N. 23° 55' 47" E., 51.31 FEET; THENCE TANGENTIALLY
- (33) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 50.00 FEET RADIUS, THROUGH AN ANGLE OF 61° 30' 59" FOR A DISTANCE OF 53.68 FEET; THENCE TANGENTIALLY
- (34) N. 85° 26' 46" E., 24.82 FEET; THENCE TANGENTIALLY
- (35) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 56.00 FEET RADIUS, THROUGH AN ANGLE OF 90° 26' 50", FOR A DISTANCE OF 88.40 FEET; THENCE TANGENTIALLY
- (36) S. 4° 06' 24" E., 64.06 FEET; THENCE TANGENTIALLY
- (37) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 300.00 FEET RADIUS, THROUGH AN ANGLE OF 14° 04' 14", FOR A DISTANCE OF 73.67 FEET; THENCE TANGENTIALLY
- (38) S. 9° 57' 50" W., 78.59 FEET; THENCE TANGENTIALLY
- (39) CURVING TO THE LEFT ON A CIRCULAR ARC OF 576.50 FEET RADIUS, THROUGH AN ANGLE OF 33° 14' 58", FOR A DISTANCE OF 334.55 FEET; THENCE TANGENTIALLY
- (40) S. 23° 17' 09" E., 48.26 FEET TO A POINT IN THE NORTH LINE OF PRESTON DRIVE (60 FEET WIDE); THENCE LEAVE SAID LINE OF WITTENMEYER COURT AND ALONG SAID LAST MENTIONED ROAD LINE

Continued on next page



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- (41) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 385 FEET RADIUS, THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS S. 19° 47' 10" E., THROUGH AN ANGLE OF 11° 40' 00", FOR A DISTANCE OF 78.40 FEET TO A 3/4" PIPE TAGGED LS 5992; THENCE LEAVE SAID ROAD LINE
- (42) N. 3° 43' 03" E., 717.96 FEET TO A 3/4" PIPE TAGGED LS 5992 AT THE NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE LEAVE THE BOUNDARY THEREOF
- (43) S. 88° 03' 19" E., 356.13 FEET TO A 1 1/2" PIPE TAGGED RCE 15310 AT THE MOST WESTERLY CORNER OF THE AFORESAID 10.983 ACRE TRACT OF LAND; THENCE ALONG THE BOUNDARY THEREOF
- (44) S. 30° 15' 18" E., 73.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (45) S. 77° 30' 18" E., 215.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (46) N. 32° 15' 32" E., 157.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (47) S. 57° 44' 28" E., 510.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (48) S. 32° 15' 32" W., 173.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (49) S. 38° 50' 48" E., 173.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (50) N. 65° 59' 42" E., 77.00 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (51) S. 10° 00' 18" E., 555.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (52) S. 21° 14' 42" W., 405.01 FEET TO A 1" PIPE TAGGED LS 5992; THENCE
- (53) S. 40° 00' 08" E., 37.32 FEET TO THE POINT OF BEGINNING.

Continued on next page

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Order No.:00010602

EXCEPTING THEREFROM THE FOLLOWING LANDS AS SHOWN ON THE FILED  
MAPS OR AS CONVEYED TO:

- A. THE PENINSULA OUTREACH WELCOME HOUSE BY DEED RECORDED MARCH 9, 1996 IN REEL 3344 OF OFFICIAL RECORDS AT PAGE 386.
- B. THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY BY DEED RECORDED JULY 3, 1996 IN REEL 3391 OF OFFICIAL RECORDS AT PAGE 843.
- C. THE MONTEREY COLLEGE OF LAW, MONTEREY, CALIFORNIA, A NON-PROFIT TAX EXEMPT ORGANIZATION, ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA, BY DEED RECORDED JUNE 26, 1997 IN REEL 3536 OF OFFICIAL RECORDS AT PAGE 1007.
- D. SHELTER PLUS, A CALIFORNIA NON-PROFIT CORPORATION, BY DEED RECORDED SEPTEMBER 1998 AS RECORDER'S SERIES NO. 9862781, OFFICIAL RECORDS.
- E. THAT PORTION OF SAID LAND DESIGNATED AS "S.2.4 UC HABITAT CORRIDOR" ON THE MAP ENTITLED "PRESTON PARK FAMILY HOUSING (E4.4)", AND DESIGNATED AS PARCEL 5 ON SURVEY MAP FILED ON NOVEMBER 14, 1994 IN VOLUME 19 OF SURVEY MAPS AT PAGE 20.
- F. PARCELS A AND B AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ON SEPTEMBER 27, 1996, IN VOLUME 20 OF SURVEY MAPS AT PAGE 73.

SAID LAND IS SHOWN AS PARCEL "A" ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ON MAY 8, 2000, IN VOLUME 23, OF SURVEY MAPS AT PAGE 79.

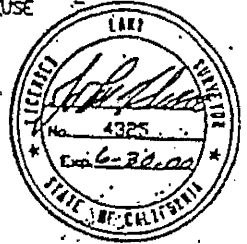
A. P. N.: 031-081-016

A. P. N.: 031-121-004

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF FORT ORD REUSE AUTHORITY IN JULY 1999.

*John T. Seace*  
 JOHN T. SEACE  
 L.S. 4325  
 STATE OF CALIFORNIA  
 EXPIRES 30 JUNE 2000



**RECORDER'S STATEMENT**

FILED FOR RECORD AT THE REQUEST OF FORT ORD REUSE AUTHORITY THIS FRIDAY OF MAY, 2000, AT 12:57 P.M. IN VOLUME 23 OF SURVEYS MAPS AT PAGE 79, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

JOSEPH F. PITTA  
 COUNTY RECORDER

*Joseph F. Pitta*  
 DEPUTY

SERIAL NO. 2000029187

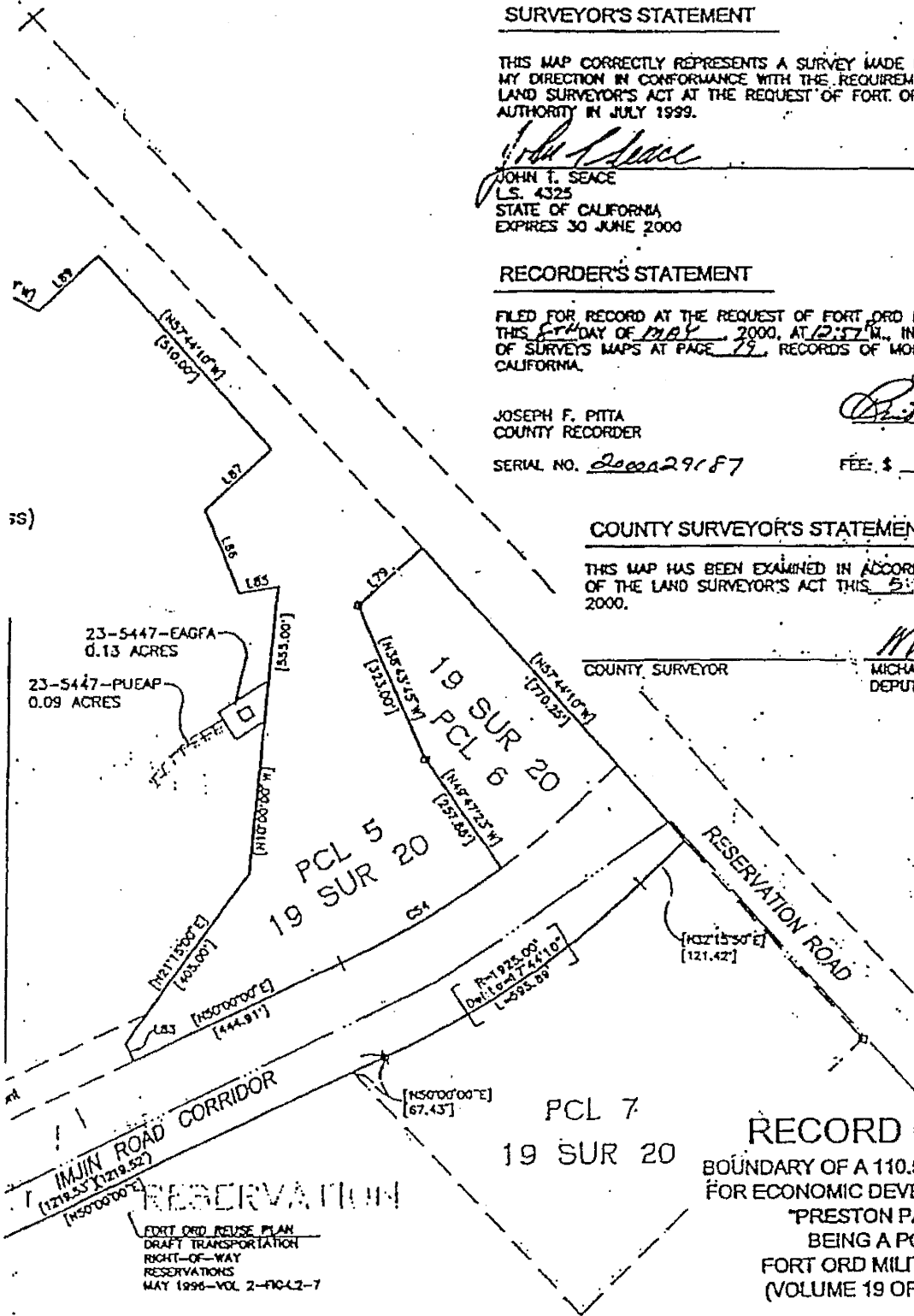
FEE: \$ 7.00

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS 5TH DAY OF MAY 2000.

COUNTY SURVEYOR

*Michael K. Welch*  
 MICHAEL K. WELCH, L.S. 3485  
 DEPUTY COUNTY SURVEYOR

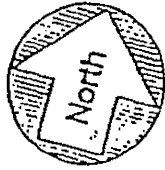


**#s of Bearings**

1 bearing of N56°11'42" W, calculated between the most westerly corner of Parcel 1 as shown on Volume 19 of maps at Page 116 and the most southwesterly corner of lot "A" as shown on Volume 20 of Surveys, at Page 73 taken as the Basis of Bearings shown upon this map.

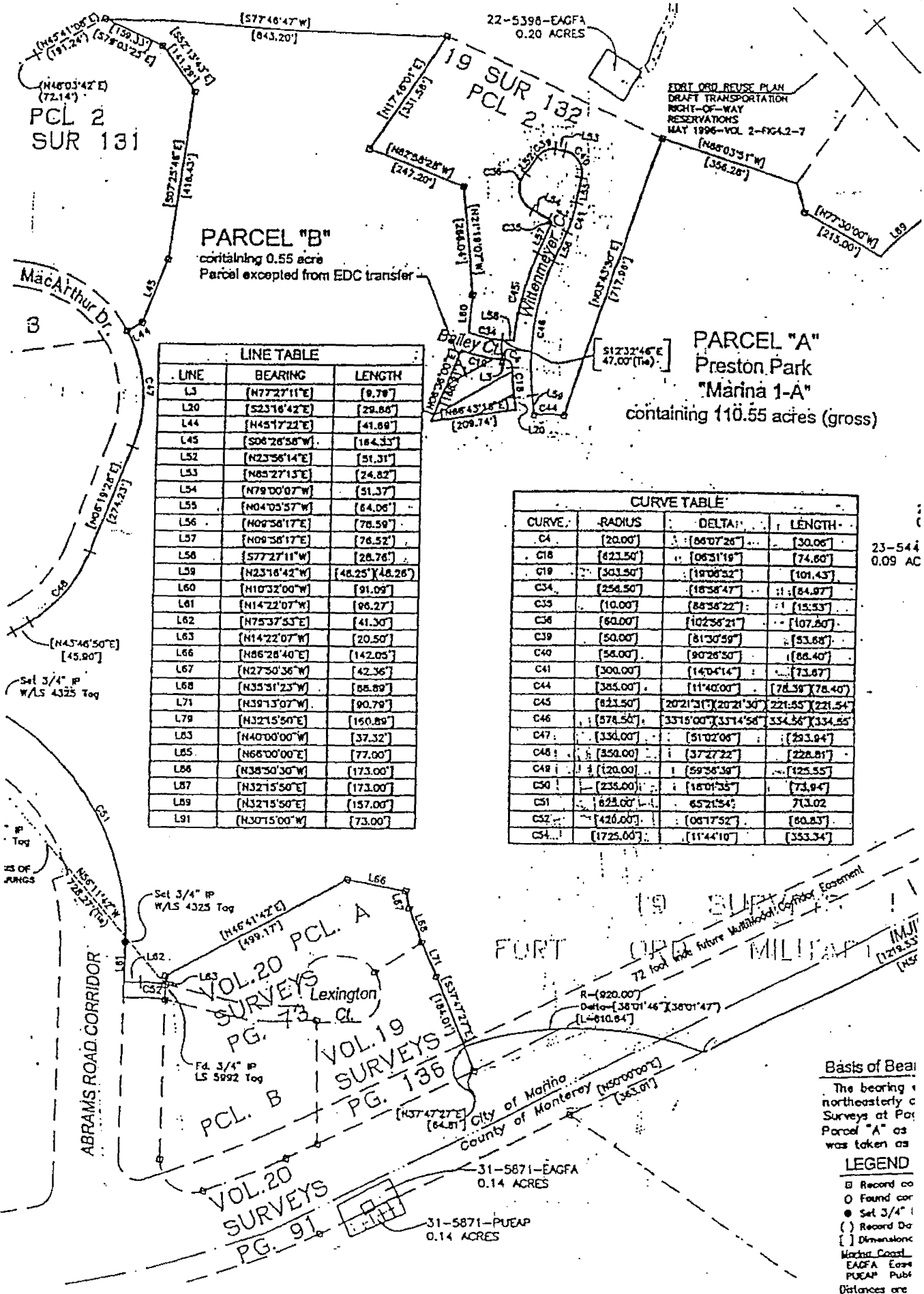
**LEGEND**

- 1 Record corner monument not located as part of this survey
- 2 Found corner monument as noted
- 3 Set 3/4" LP, L.S. 4325 plus
- 4 Record Date
- 5 Dimensional data (not field measured)



**RECORD OF SURVEY**  
 BOUNDARY OF A 110.55 ACRE PARCEL OF LAND FOR ECONOMIC DEVELOPMENT CONVEYANCE "PRESTON PARK, MARINA 1-A" BEING A PORTION OF THE FORT ORD MILITARY RESERVATION (VOLUME 19 OF SURVEYS, PAGE 1) IN RANCHO LAS SALINAS, MONTEREY CITY LANDS, TRACT No. 1, THE CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA  
 by





**LINE TABLE**

LINE	BEARING	LENGTH
L3	[N77°27'11"E]	[9.78]
L20	[S23°16'42"E]	[29.86]
L44	[N45°17'22"E]	[41.89]
L45	[S06°26'58"W]	[184.33]
L52	[N23°56'14"E]	[51.31]
L53	[N85°27'13"E]	[24.82]
L54	[N79°00'07"W]	[51.37]
L55	[N04°03'57"W]	[64.06]
L56	[N09°56'17"E]	[78.59]
L57	[N09°58'17"E]	[76.52]
L58	[S77°27'11"W]	[28.76]
L59	[N23°16'42"W]	[48.25] [48.28]
L60	[N10°32'00"W]	[91.09]
L61	[N14°22'07"W]	[86.27]
L62	[N75°37'53"E]	[41.30]
L63	[N14°22'07"W]	[20.50]
L66	[N86°28'40"E]	[142.05]
L67	[N27°50'36"W]	[42.36]
L68	[N33°51'23"W]	[68.89]
L71	[N39°13'07"W]	[90.79]
L79	[N32°15'50"E]	[150.89]
L83	[N40°00'00"W]	[37.32]
L85	[N68°00'00"E]	[77.00]
L86	[N38°50'30"W]	[173.00]
L87	[N32°15'50"E]	[173.00]
L89	[N32°15'50"E]	[157.00]
L91	[N30°15'00"W]	[73.00]

**CURVE TABLE**

CURVE	RADIUS	DELTA	LENGTH
C4	[20.00]	[86°07'28"]	[30.06]
C18	[621.50]	[06°51'18"]	[74.60]
C19	[303.50]	[18°00'32"]	[101.43]
C34	[256.50]	[18°58'47"]	[84.97]
C35	[10.00]	[88°54'22"]	[15.53]
C36	[80.00]	[102°56'21"]	[107.80]
C39	[50.00]	[81°30'59"]	[53.68]
C40	[58.00]	[80°28'50"]	[88.40]
C41	[300.00]	[14°04'14"]	[73.67]
C44	[385.00]	[11°40'00"]	[78.38] [78.40]
C45	[821.50]	[2021°31' [2021°30' [221.55' [221.54'	
C46	[578.50]	[3378°00' [3374°56' [334.56' [334.65'	
C47	[350.00]	[51°02'06"]	[293.94]
C48	[350.00]	[37°27'22"]	[228.81]
C49	[120.00]	[59°56'39"]	[125.55]
C50	[235.00]	[18°01'35"]	[73.94]
C51	[821.00]	[65°21'54"]	[73.02]
C52	[426.00]	[08°17'52"]	[80.83]
C51...	[1725.00]	[11°44'10"]	[353.34]

23-544  
0.09 AC

**Basis of Bearings**  
The bearing of northeastern surveys at Parcel A was taken as

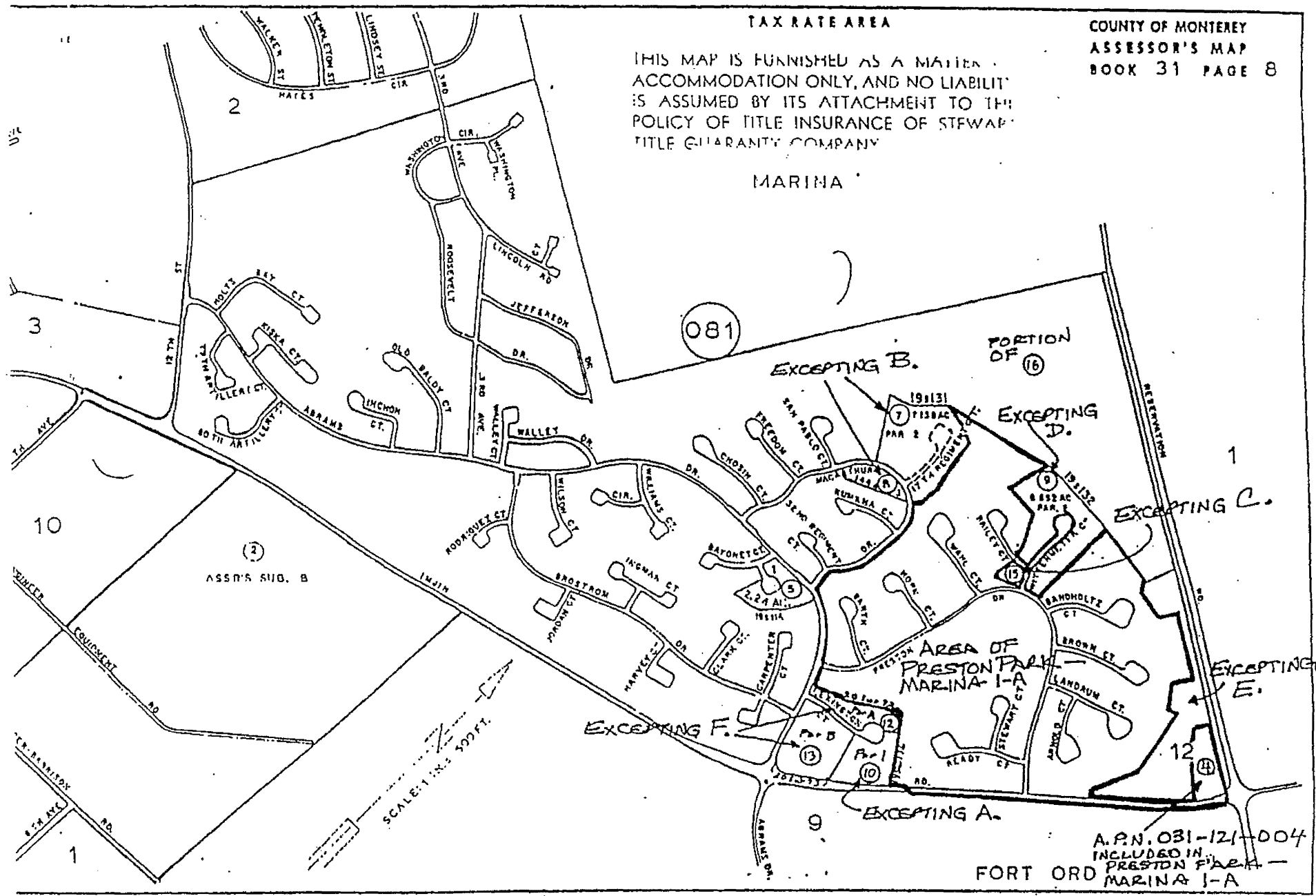
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  - Marked Coast
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  - PUEAP Pub
  - Distances are

TAX RATE AREA

COUNTY OF MONTEREY  
ASSESSOR'S MAP  
BOOK 31 PAGE 8

THIS MAP IS FURNISHED AS A MATTER OF  
ACCOMMODATION ONLY, AND NO LIABILITY  
IS ASSUMED BY ITS ATTACHMENT TO THE  
POLICY OF TITLE INSURANCE OF STEWARD  
TITLE GUARANTEE COMPANY

MARINA



A.P.N. 031-121-004  
INCLUDED IN  
PRESTON PARK -  
MARINA 1-A

SCALE: 1 IN. = 300 FT.

ASSOR'S SUB. B

PORTION OF 081

AREA OF  
PRESTON PARK  
MARINA 1-A

081

EXCEPTING B.

EXCEPTING D.

EXCEPTING C.

EXCEPTING F.

EXCEPTING A.

EXCEPTING E.

2

3

10

1

12

9

7

1/2

TRINCKER EQUIPMENT RD  
CARBANDIX RD  
SIX INC

12TH ST

ADULTS KEY CT  
KIRKA CT  
TAMARA ALLEGRI CT  
80TH ARTILLERY

ABRAMS CT

OLD BALDY CT

LINCOLN DR

RODRIGUEZ ST

IMJIN

BROSTRON

INGMAN CT

RAYONET CT

ENDSIE CT

SAN PABLO CT

THURMAN

19131 FISBAC PAR 2

19132 B 882AC PAR 1

15132 B 882AC PAR 1

15132 B 882AC PAR 1

15132 B 882AC PAR 1

WALKER ST  
KAMLETON ST  
LINCOLN ST  
HATES CIR

WASHINGTON LANE  
WASHINGTON

ROOSEVELT

LINCOLN DR

JEFFERSON DR

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# FY 2014 FAIR MARKET RENT DOCUMENTATION SYSTEM

## The Final FY 2014 Monterey County FMRs for All Bedroom Sizes

The following table shows the Final FY 2014 FMRs by unit bedrooms for **Monterey County, California.**

<b>Final FY 2014 FMRs By Unit Bedrooms</b>				
<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>
\$871	\$980	\$1,234	\$1,800	\$2,012

FY 2014 FMR areas continue to use the revised Office of Management and Budget (OMB) area definitions that were first issued in 2003 along with HUD defined Metropolitan areas (HMFAs) as described in the FY2011 FMR documentation, which can be found at ([Monterey County FY2011 FMR Documentation system](#)). No changes have been made to these OMB-defined areas since the publication of Final FY2011 FMRs

Monterey County, California is part of the Salinas, CA MSA, which is comprised of the following counties: Monterey County, California. All information here applies to the entirety of the Salinas, CA MSA.

### Fair Market Rent Calculation Methodology

#### *Show/Hide Methodology Narrative*

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2007-2011 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2014.

In areas where the 2007-2011 5-year ACS 2-bedroom adjusted standard quality gross rent estimate is less than its respective margin of error, the state non-metro estimate of 2-bedroom adjusted standard quality gross rent is used.

2. HUD calculates a recent mover adjustment factor by comparing a 2011 1-year 40th percentile recent mover 2-bedroom rent to the 2007-2011 5-year 40th

percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates has a margin of error that includes zero, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.

3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.
4. Rents are calculated as of December 2012 using the relevant (regional or local) change in CPI from annual 2011 to annual 2012 as well as the change in national CPI from annual 2012 to December 2012.
5. All estimates are then trended from December 2012 to April 2014 (15 months) with a trending factor of 2.68 percent per year.
6. The FY2014 FMR is then calculated by multiplying the base rent, the recent mover adjustment factor, the CPI adjustment, and the trend factor.
7. FY2014 FMRs are then compared to a state minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the state minimum.

**The results of the Fair Market Rent Step-by-Step Process**

1. The following are the 2011 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for Salinas, CA MSA. The following calculations are based on data for the entirety of the OMB-defined metropolitan area of Salinas, CA MSA.

Area	ACS <sub>2011</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS <sub>2011</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Result
Salinas, CA MSA	<u>\$1,082</u>	\$15	$\frac{\$15}{\$1,082} = 0.014$	0.014 < 1 Use ACS <sub>2011</sub> 5-Year Salinas, CA MSA 2-Bedroom Adjusted

Standard  
Quality  
Gross Rent

Since the ACS<sub>2011</sub> Margin of Error Ratio is less than 1, the ACS<sub>2011</sub> Salinas, CA MSA value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

Area	ACS <sub>2011</sub> Rent
Salinas, CA MSA	\$1,082

- A recent mover adjustment factor is applied based on the smallest area of geography which contains Salinas, CA MSA and has an ACS<sub>2011</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than 1.

Area	ACS <sub>2011</sub> 1-Year 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2011</sub> 1-Year 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error	Ratio	Result
Salinas, CA MSA	<u>\$1,173</u>	\$69	$\frac{\$69}{\$1,173} = 0.059$	0.059 < 1 Use ACS <sub>2011</sub> 1-Year Salinas, CA MSA 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent

The smallest area of geography which contains Salinas, CA MSA and has an ACS<sub>2011</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than 1 is Salinas, CA MSA.

- The calculation of the relevant Recent-Mover Adjustment Factor for Salinas, CA MSA is as follows:

ACS <sub>2011</sub>	ACS <sub>2011</sub> 5-Year 40th	ACS <sub>2011</sub> 1-Year 40th Percentile
---------------------	---------------------------------	--



<b>5-Year Area</b>	<b>Percentile 2-Bedroom Adjusted Standard Quality Gross Rent</b>	<b>2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent</b>
Salinas, CA MSA	<u>\$1,082</u>	<u>\$1,173</u>

<b>Area</b>	<b>Ratio</b>	<b>Recent-Mover Adjustment Factor</b>
Salinas, CA MSA	$\frac{\$1,173}{\$1,082} = 1.0841$	1.0841 > 1.0 Use calculated Recent-Mover Adjustment Factor of 1.0841

4. The calculation of the relevant CPI Update Factors for Salinas, CA MSA is as follows: HUD updates the 2011 intermediate rent with the ratio of the annual 2012 local or regional CPI to the annual 2011 local or regional CPI to establish rents as of 2012. HUD then updates this 2012 annual CPI with the ratio of the December 2012 national CPI to the annual 2011 national CPI to establish rents as of December 2012.

	<b>Update Factor</b>	<b>Type</b>
CPI Update Factor	<u>1.0178</u>	Regional CPI

5. The calculation of the Trend Factor is as follows: HUD applies an additional 15 months of trending to update rents to April, 2014, the mid-point of FY 2014. This trend factor is determined by taking the average annual growth rate in the national 1-Year Median Gross Rent between the 2007 and 2011 American Community Surveys.

<b>ACS<sub>2007</sub> U.S. 1-Year Median Gross Rent</b>	<b>ACS<sub>2011</sub> U.S. 1-Year Median Gross Rent</b>	<b>Average Annual Change in U.S. 1-Year Median Gross Rent</b>	<b>Trend Factor 2.68% for 1.25 years</b>
\$763	\$871	$(\frac{\$871}{\$763})^{1/5} = (1.1415)^{1/5} = 1.0268$	$1.0268^{1.25} = 1.03365$

6. The FY 2014 2-Bedroom Fair Market Rent for Salinas, CA MSA is calculated as follows:

<b>Area</b>	<b>ACS<sub>2011</sub> 5-Year Estimate</b>	<b>Recent-Mover Adjustment Factor</b>	<b>Annual 2011 to December 2012 CPI Adjustment</b>	<b>Trending 2.68% for 1.25 years</b>	<b>FY 2014 2-Bedroom FMR</b>

Salinas, CA MSA	\$1,082	1.0841	1.0178	1.0336	\$1,082 * 1.0841 * 1.0178 * 1.0336=\$1,234
-----------------	---------	--------	--------	--------	---

7. In keeping with HUD policy, the preliminary FY 2014 FMR is checked to ensure that it does not fall below the state minimum for California:

Area	Preliminary FY 2014-2-Bedroom FMR	FY 2014 California State Minimum	Final FY 2014-2-Bedroom FMR
Salinas, CA MSA	\$1,234	\$637	\$1,234 ≥ \$637 Use Salinas, CA MSA FMR of \$1,234

**Final FY 2014 Rents for All Bedroom Sizes for Salinas, CA MSA**

The following table shows the Final FY 2014 FMRs by bedroom sizes. The FMRs for units with different numbers of bedrooms are computed from the ratio of the 40<sup>th</sup> percentile adjusted standard quality gross rent for the different unit sizes to the 40<sup>th</sup> percentile adjusted standard quality 2-Bedroom gross rent from the 2006-2010 5-year ACS. These Rent Ratios are applied to the Final FY 2014 2-Bedroom FMR to determine the Final FY 2014 FMRs for the different size units.

Click on the links in the table to see how the bedroom rents were derived.

**Final FY 2014 FMRs By Unit Bedrooms**

	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
Final FY 2014 FMR	\$871	\$980	\$1,234	\$1,800	\$2,012

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Data file last updated Wed., May 07, 2014.

**Select a different area**

Press below to select a different county within the same state (same primary state for metropolitan areas):

Alameda County, CA  
 Alpine County, CA  
 Amador County, CA  
 Butte County, CA  
 Calaveras County, CA

Select a new county

Press below to select a different state:

Select a new state

Select a Final FY 2014 Metropolitan FMR Area:

Salinas, CA MSA

Select Metropolitan FMR Area

Press below for a permanent link to this page

Click here for permanent link

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#) | [FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#)

Prepared by the [Economic and Market Analysis Division](#), HUD. Technical Problems or questions?

[Contact Us.](#)

July 2, 2014

Mr. Michael Houlemard, Jr.  
Fort Ord Reuse Authority  
920 Second Street, Suite A  
Marina, California 93933



Re: Preston Park FY 2014/15 Proposed Budget

Dear Mr. Houlemard:

It has been a pleasure to continue to work with residents and the Fort Ord Reuse Authority over the last year. With the combination of wonderful residents and effective staff, a number of positive changes have been seen in Preston Park:

- 1) **Exterior Building Upgrades:** Re-roofing of the buildings has been completed and final clean up and gutter repairs are underway. Garage motion sensor lights are being installed as gutters are repaired/replaced on each court. Termite treatment has taken place at a number of locations in the community and includes a three year warranty from the date of service. Staff members are planning the replacement of all windows in the community as well as steel front and back doors. This project is anticipated to be underway in July.
- 2) **Code Compliance/Safety Improvements:** The electrical sub-panel in each home was serviced, and grounding rods were replaced at each meter panel site throughout the community. All required attic repairs were completed. Each oven flue vent was re-sealed, and notable issues reported for repair in the coming year. One time use Fire Extinguishers were installed in each home within Preston Park. A Property Assessment took place from which a plan of action was developed to address exterior building as well as interior unit issues.
- 3) **Concrete Grinding:** Concrete grinding was performed throughout the community. Three sites on Brown Court were located indicated to require tree root removal and re-pouring of concrete or asphalt.
- 4) **Tree Trimming:** The community has performed the first phase of tree trimming and is obtaining bids for the larger phase to begin in July.
- 5) **Units of Long Term Residents:** Several long-term residents have seen upgrades in their flooring, paint, and appliances with little intrusion or inconvenience. These services are extended to long-term residents upon notification or inspection indicating replacement is necessary.
- 6) **Green Initiatives:** The community continues to implement water and energy saving programs inspired by Alliance's own Focus Green Initiative. Devices designated as water or energy saving are purchased and installed as replacement fixtures as needed. PG&E has been working with residents in the Below Market and Section 8 programs to weatherize their homes at no cost to the resident or the community. Planned landscaping changes will reduce the amount of water usage in the common areas of the community, and will continue to evolve into larger cost savings as we work in conjunction with Paul Lord at Marina Coast Water. The community participates in an appliance buy-back program where used and/or broken appliances are purchased from the community and recycled.

Alliance looks to continue to provide the residents at Preston Park a comfortable and quality living experience. Continued capital improvements throughout the community will allow this property to remain a desirable neighborhood for renters, as well as a continued source of affordable housing for the general populace of Marina.

Revenues

The primary source of revenue is rents, Section 8 voucher payments from the Housing Authority of the County of Monterey, and associated charges to residents such as late fees. The community experienced a delayed 1.7% rental increase in February 2013. An increase of 2.4% took place in September 2013. Previous to the February 2013 increase, the community had not seen a rental increase since August 2010.

The proposed budget reflects projected revenues according to the approved formula indicating that the annual increase in market rents for in-place tenants shall be capped at the lesser of three percent (3%) or the Department of Labor’s Consumer Price Index for San Francisco-Oakland-San Jose, All Items, for All Urban Consumers (referred to as CPI-U) Average percentage for the previous year (February to February) be applied to the next fiscal year, provided that the increased rent for in-place residents does not exceed the market rent charged to move-in residents. The proposed Budget Option 1 assumes the maximum rent increase for in-place residents of two point four percent (2.4%) resulting in an anticipated 2.9% increase in Total Income (\$169,350) over the FY 2013/14 Estimated Actuals. The proposed Budget Option 2 assumes no increase in the FY 2014/15 rent schedule for in-place residents, however still results in a 2.5% increase in Total income (\$141,049) due to new move-in rent values. Both budgets capture revenue from the addition of Pet Rent and Month to Month Fees for new move-ins. Please see **Attachment F** for a summary of Revenue Income under the two options.

Note: Delaying the anticipated decision will cost \$28,808 as the property will not be able to implement the rental increase until October 1, 2014.

In Place Residents – Market Rent

The rents proposed in Budget Option 1 are as follows:

<b>In-Place Market Rate Rents</b>			
<b>Unit Size</b>	<b>Current Rent Range FY13/14</b>	<b>Proposed FY14/15 Rent</b>	<b>Change 10/1/14</b>
Section 8 – Two BR	\$1,029 - \$1,198	\$1,054 - \$1,227	\$25 - \$29
Section 8 – Three BR	\$1,423 - \$1,562	\$1,457 - \$1,599	\$34 - \$37
Two Bedroom	\$1,208 - \$1,715	\$1,236 - \$1,756	\$29 - \$41
Three Bedroom	\$1,499 - \$2,010	\$1,535 - \$2,058	\$36 - \$48
Luxury – Two BR*	\$1,800 - \$2,200	\$1,843 - \$2,253	\$43 - \$53
Luxury – Three BR*	\$1,947	\$1,994	\$47

\* Note: Three 2-Bedroom homes and one 3-Bedroom home have additional features that warrant higher than average rental rates.

Fair Market Rents (FMR) for Monterey County on a County-wide basis as published in October 2013 by the Monterey County Housing Authority (MCHA) are as follows:

Unit Bedroom Size	Fair Market Rent
Two Bedroom	\$1,234
Three Bedroom	\$1,800

The two bedroom average in-place market rent at Preston Park is \$1,459 which represents a difference of \$225 from the FMR table above. The general cause of the difference in two-bedroom rents relates to the unique amenities and space available in the two-bedroom apartments at the community as compared to the general marketplace. Conversely, the majority of in-place market renters in Preston Park three bedroom homes are below the MCHA Fair Market Rent for a home of this size. The average in-place rent for the three bedroom units at Preston Park is \$1,754, which represents a difference of \$46 from the FMR table above.

Please refer to **Attachment E** for detailed information regarding Preston Park rental rates, including utility estimates, as compared to other communities that pay for Water, Sewer, and Trash service.

Affordable Rents

Affordable rental rates are derived from median income schedules published by governmental agencies. Rental rates at Preston Park are based upon 50% and 60% of the median income for Monterey County. The U.S. Department of Housing and Urban Development calculates the maximum household income by family size in Monterey County, generally once a year. As of the date of this memo new rental rates have not been released.

**An increase is not proposed at this time.**

In-Place Affordable Rate Rents	
Unit Size	Current Rent Range FY13/14
Two Bedroom VL - L	\$677 - \$832
Three Bedroom VL - L	\$756 - \$928

Maximum Household Income Limits for 2014 as published in January 2014.

Income Category	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
50% VL	\$28,800	\$32,400	\$35,950	\$38,850	\$41,750	\$44,600	\$47,500
60% L	\$34,560	\$38,880	\$43,140	\$46,620	\$50,100	\$53,520	\$57,000

Current Market Rent Conditions

The market rent for new move-ins is calculated by comparable market rent levels in the competitive market throughout the year. Additionally, the comparables as outlined in the attached Market Survey dated 5.13.14 (**Attachment D**) are smaller in square footage than units at Preston Park, and many do not offer the specialized features including in-home laundry

room, gated back yard with patio, direct access garage, generous storage space, dogs and cats accepted with pet deposit (Breed restrictions apply, max 2 animals per home). Please refer to **Attachment D** for detailed information.

Per the approved rent formula in 2010, the market rents for new move-ins are fluid throughout the year and change according to market conditions. Should a rental increase be approved, market rents for incoming residents would be as follows:

Unit Size	Current Rent Range for Incoming Market Rate Residents
Two Bedroom	\$1,650 - \$1,775
Luxury - Two BR	\$1,850 - \$2,275*
Three Bedroom	\$2,035 - \$2,060
Luxury - Three BR	\$2,275*

\* Note: Three 2-Bedroom homes and one 3-Bedroom home have additional features that warrant higher than average rental rates.

#### Budget Summary

Expenses as outlined in **Attachment B** include Operating Expense projections and relevant changes from the FY 2013/14 budget. Operating expenses typically include expenditures for routine maintenance of the property, redecorating expenses as they apply to unit turns, and expenditures relating to the daily operations of the Leasing Office. Non-Routine expenses are included as they pertain directly to the daily function of the community, however are not typically able to be forecasted (i.e. large plumbing leaks requiring vendor service, unit specific rehabilitation projects). Annual Inspection materials are included with the Non-Routine expenses as they are a one-time yearly expense. Overall, total operating expenses proposed for FY 2014/15 are 10.1% higher than the estimated actual expenses for FY 2013/14 (\$152,947). Alliance seeks to maximize cost savings, e.g. lower utilities expenses through installation of water/energy saving devices, while contending with inescapable cost increases such as fuel for maintenance vehicles.

Note the large increase in Non-Routine expenses (\$115,668) over 2013/2014 Estimated Actuals. This increase is largely due to projects (such as bathtub replacements) that are necessary to complete over the course of the next several years. **Without a rental increase, the property will experience a deficit of \$19,461.**

#### Capital Expenses

Expenses categorized as Capital expenses directly impact the long term value of the community, including roof replacements, exterior painting, large-scale landscaping improvements, and interior upgrades including appliances and carpeting/vinyl. Capital projects that are currently pending completion as approved in the 2013/14 FY include:

- 1) Exterior Unit Windows - \$1,240,000
- 2) Exterior Unit Doors - \$200,000

The following Capital projects were delayed to the 2014/2015 FY due to timing:

- 1) Exterior Building/Flashing Repairs - \$500,000
- 2) Exterior Paint - \$200,000
- 3) Seal Coat Streets - \$155,787

#### 2014/2015 FY Capital Improvement Program

Recommended Capital Projects to be managed through the Construction Department (excluding continuing projects or completions of projects from 2013/14):

- 1) Dry Rot Repairs - \$40,000
- 2) Landscape/Irrigation Upgrades - \$100,000
- 3) Leasing Office/Signage - \$90,000
- 4) Playgrounds - \$65,000

#### Capital Reserves Fund

Expenditures for the 2014/15 fiscal period are projected to equal \$1,453,804. This amount reflects an increase of \$200,000 attributed to the total expense projected for the Building/Flashing Repairs (initially evaluated at \$800K; current value of \$1M), and splits the total value of that expenses and the \$400K expense related to painting of the community over a 2 year period. In accordance with the 2014 reevaluation of the Replacement Reserves Study conducted in April 2008, Alliance recommends a minimum reserve withholding of \$2,179 per unit per year during the 2014/15 fiscal period. **Please refer to Attachment C.** This withholding amount would ensure that the asset holds adequate reserves to perform necessary replacements and repairs to protect the useful life of the buildings and account for possible unforeseen cost increases as projects get underway. These funds will also allow for future projects, such as parking improvements which are not currently included in the capital plan, to be incorporated at a later date without resulting in a substantial increase in withholding amounts in future years.

**Budget Option 1** (Maximum rent increase of 2.4% for in-place residents) offers an opportunity to increase the property's replacement reserve account through revenue generation, thus allowing for many of the critical Capital Improvement projects throughout the community to take place over time. (**Attachment C**)

**Budget Option 2** (No rent increase for in-place residents) outlines community needs to continue daily operations, but may compromise long-term capital projects due to restricted funds available to complete such projects. (**Attachment C**)

We will continue to look for new ways to improve our services over the coming year and remain committed to meeting the objectives set by FOR A.

Please feel free to contact me should you have additional questions or concerns at (415) 336-3811. Approval of the final budget prior to August 25, 2014, would be helpful in order to implement rental increases by October 1, 2014.

Regards,  
vs 7.2.14



Jill Hammond  
Regional Manager

Cc: Jonathan Garcia, FOR A  
Ivana Bednarik, FOR A  
Robert Norris, FOR A  
Brad Cribbins, Chief Operating Officer, Alliance Communities, Inc.  
Annette Thurman, Vice President of Operations, Alliance Communities, Inc.

Attachments:

- FY 2014/15 Budget Revenue Summary
- Unit Matrix
- May 2014 Market Survey
- Capital Improvement Plan/Reserve Withholding
- Budget Option 1 - Rental Increase

**PRESTON PARK  
2015 STANDARD BUDGET  
CONSOLIDATION & SIGN-OFF**

**Attachment E to Item 8a  
FORA Board Meeting, 10/1014**



Description	2015 Total	2014 Projected	Variance	Variance %
Physical Occupancy	97.87 %	97.89 %		
Economic Occupancy	93.58 %	94.25 %		
Gross Market Potential	\$6,262,119	\$6,038,519	\$223,600	3.7%
Market Gain/Loss to Lease	(\$203,193)	(\$153,411)	(\$49,782)	-32.5%
Affordable Housing	\$0	\$0	\$0	0.0%
Non-Revenue Apartments	(\$63,870)	(\$68,070)	\$4,201	6.2%
Rental Concessions	\$0	\$0	\$0	0.0%
Delinquent Rent	\$0	\$0	\$0	0.0%
Vacancy Loss	(\$133,488)	(\$127,385)	(\$6,103)	-4.8%
Prepaid/Previous Paid Rent	\$0	\$0	\$0	0.0%
Other Months' Rent/Delinquency Recovery	\$0	\$1,110	(\$1,110)	-100.0%
Bad Debt Expense	(\$1,212)	\$0	(\$1,212)	-100.0%
Other Resident Income	\$44,398	\$40,287	\$4,111	10.2%
Miscellaneous Income	\$6,200	\$10,554	(\$4,354)	-41.3%
Corp Apartment Income	\$0	\$0	\$0	0.0%
Retail Income	\$0	\$0	\$0	0.0%
<b>TOTAL INCOME</b>	<b>\$5,910,955</b>	<b>\$5,741,604</b>	<b>\$169,350</b>	<b>2.9%</b>
PAYROLL	\$541,800	\$525,709	(\$16,091)	-3.1%
LANDSCAPING	\$69,800	\$73,968	\$4,168	5.6%
UTILITIES	\$104,309	\$98,813	(\$5,496)	-5.6%
REDECORATING	\$86,843	\$83,478	(\$3,365)	-4.0%
MAINTENANCE	\$104,812	\$103,214	(\$1,598)	-1.5%
MARKETING	\$15,475	\$15,449	(\$26)	-0.2%
ADMINISTRATIVE	\$92,088	\$91,881	(\$207)	-0.2%
RETAIL EXPENSE	\$0	\$0	\$0	0.0%
PROFESSIONAL SERVICES	\$147,874	\$142,718	(\$5,156)	-3.6%
INSURANCE	\$207,012	\$197,507	(\$9,505)	-4.8%
AD-VA LOREM TAXES	\$107,472	\$107,469	(\$3)	0.0%
NON ROUTINE MAINTENANCE	\$194,225	\$78,557	(\$115,668)	-147.2%
<b>TOTAL OPERATING EXP</b>	<b>\$1,671,709</b>	<b>\$1,518,762</b>	<b>(\$152,947)</b>	<b>-10.1%</b>
<b>NET OPERATING INCOME</b>	<b>\$4,239,245</b>	<b>\$4,222,842</b>	<b>\$16,403</b>	<b>0.4%</b>
DEBT SERVICE	\$0	\$0	\$0	0.0%
DEPRECIATION	\$417,696	\$417,425	(\$271)	-0.1%
AMORTIZATION	\$0	\$0	\$0	0.0%
PARTNERSHIP	\$8,000	\$0	(\$8,000)	-100.0%
EXTRAORDINARY COST	\$0	\$0	\$0	0.0%
<b>NET INCOME</b>	<b>\$3,813,549</b>	<b>\$3,805,417</b>	<b>\$8,132</b>	<b>0.2%</b>
CAPITAL EXPENDITURES	\$1,453,804	\$3,825,287	\$2,371,483	62.0%
MORTGAGE PRINCIPAL	\$0	\$0	\$0	0.0%
TAX ESCROW	\$0	\$0	\$0	0.0%
INSURANCE ESCROW	\$0	\$0	\$0	0.0%
INTEREST ESCROW	\$0	\$0	\$0	0.0%
REPLACEMENT RESERVE	\$743,379	\$734,976	(\$8,403)	-1.1%
REPLACEMENT RESERVE REIMBURSEM	(\$1,453,804)	(\$3,825,287)	(\$2,371,483)	-62.0%
WIP	\$0	\$0	\$0	0.0%
OWNER DISTRIBUTIONS	\$3,487,866	\$3,487,866	(\$0)	0.0%
DEPRECIATION AND AMORTIZATION	(\$417,696)	(\$417,425)	\$271	0.1%
<b>NET CASH FLOW</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>33.9%</b>

**Approvals**

Owner	Date
Asset Manager	Date
COO	Date
VP	Date
Regional Manager	Date
Business Manager	Date

*Alliance Residential, LLC makes no guarantee, warranty or representation whatsoever in connection with the accuracy of this Operating Budget as it is intended as a good faith estimate only.*

**Attachment F to Item 8a  
FORA Board Meeting 10/10/14**

CAPITAL EXPENDITURES - 2014/2015 Preston Park Budget									
PRESTON PARK - REVISED PHYSICAL NEEDS ASSESSMENT (7 Year Look Forward - Alliance Residential Recommendation)									
								Updated:	7/2/2014
Project	Detail	Committed Projects	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
<b>1410</b>									
Property Assessment		\$ 74,600							
Site Lighting Repair / Replacement /Install	*Exterior site upgrades			\$ 200,000					\$ 50,000
Roof	*Replacement	\$ 1,827,297					\$ 10,000	\$ 10,000	\$ 10,000
Exterior Paint	*Full Paint (split over 2 yrs)		\$ 200,000	\$ 200,000					
Exterior Unit Windows	*Replacement	\$ 1,240,000					\$ 5,000	\$ 5,000	\$ 5,000
Exterior Unit Doors	*Replacement	\$ 200,000					\$ 2,500	\$ 2,500	\$ 2,500
Building Exterior	*Dryrot Repairs		\$ 40,000		\$ 2,000	\$ 2,000	\$ 40,000		\$ 2,000
Fence Repairs/Slat Replacement	Replacement						\$ 50,000		
Resident Business Center	FF&E						\$ 12,000		
Landscape/ Irrigation	*Replacement / Upgrades	\$ 100,000					\$ 150,000		
Leasing Office / Signage	*Upgrades: Wheelchair Access	\$ 90,000							
Playgrounds	*Replacement/Upgrades	\$ 65,000			\$ 65,000		\$ 150,000		
Fire Extinguishers	Add Fire Extinguishers to each home	\$ 13,000					\$ 13,000		
Termite Remediation	Termite remediation	\$ 50,000							
Building Fascia/Flashing Repairs	Repairs to exterior walls (split over 2 yrs)		\$ 500,000	\$ 500,000					
Heater Vent Cleaning/Repairs	Cleaning/Repairing Heater vents			\$ 145,000					
<b>1415</b>									
New Office Computers	Replace existing old computers					\$ 2,500			
<b>1416</b>									
One Maintenance Truck	Needed for hauling etc...					\$ 15,000			\$ 15,000
<b>1420</b>									
Seal Coat Streets			\$ 155,787						\$ 155,787
<b>1425</b>									
Dishwasher	replacement (assume 10 year life) Represents 76 units	\$ 12,160	\$ 24,700	\$ 24,700	\$ 24,700	\$ 24,700	\$ 24,700	\$ 24,700	\$ 24,700
Refrigerators	replacement (assume 15 year life) Represents 24 units	\$ 16,800	\$ 12,120	\$ 12,120	\$ 12,120	\$ 12,120	\$ 12,120	\$ 12,120	\$ 12,120
Range/Rangehood	replacement (assume 15 year life) Represents 54 units	\$ 18,360	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900
Garbage Disposal	replacement (assume 10 year life) Represents 44 units	\$ 3,000	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300
Hot Water Heaters	replacement (assume 15 year life) Represents 14 units	\$ 18,000	\$ 6,650	\$ 6,650	\$ 6,650	\$ 6,650	\$ 6,650	\$ 6,650	\$ 6,650
Carpet	replacement (assume 5 year life) Represents 48 homes	\$ 56,532	\$ 80,400	\$ 80,400	\$ 80,400	\$ 80,400	\$ 80,400	\$ 80,400	\$ 80,400
Vinyl	replacement (assume 10 year life) Represents 48 homes	\$ 73,100	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000
HVAC Furnace	replacement (assume 20 year life) Represents 6 units	\$ 26,400	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800
<b>1430</b>									
Applicable Contruction Management Expenses	Miscellaneous (see * items)	\$ 196,038	\$ 65,147	\$ 54,000	\$ -	\$ -	\$ 18,000	\$ -	\$ 9,347
<b>Capital Expenses (uninflated)</b>		\$ 3,825,287	\$ 1,453,804	\$ 1,336,870	\$ 304,870	\$ 257,470	\$ 688,370	\$ 255,370	\$ 487,504
<b>Inflation Factor</b>		0.00%	0.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
<b>Capital Expenses (Inflated)</b>		\$ 3,825,287	\$ 1,453,804	\$ 1,370,292	\$ 312,492	\$ 263,907	\$ 705,579	\$ 261,754	\$ 499,692
<b>Total Projected Replacement Reserve Funds</b>		\$ 734,975	\$ 715,786	\$ 715,786	\$ 715,786	\$ 715,786	\$ 715,786	\$ 715,786	\$ 715,786
<b>Replacement Reserve Fund Balance on 3/1/14</b>		\$ 4,569,609							
<b>Remainder of Projected Replacement Reserve Additions 3/1/14-6/30/14</b>		\$ 243,462							
<b>Remainder of Projected Captial Expenses 3/1/14-6/30/14</b>		\$ 3,377,297							
<b>Anticipated Replacement Reserve Fund Balance 7/1/14</b>		\$ 1,435,774							
<b>Holdbacks and Reserve Summary with no Rental Increase</b>									
<i>Replacement Reserve Fund AFTER Annual Addition, BEFORE Annual Expenses</i>			\$ 2,151,560	\$ 1,413,543	\$ 759,037	\$ 1,162,332	\$ 1,614,212	\$ 1,624,419	\$ 2,078,451
<i>Replacement Reserve Fund AFTER Annual Addition, AFTER Annual Expenses</i>			\$ 697,756	\$ 43,251	\$ 446,546	\$ 898,425	\$ 908,633	\$ 1,362,665	\$ 1,578,759
			\$/Unit/Year (Average)						
<b>Replacement Reserve Capability with NO RENT INCREASE</b>		\$ 715,786	\$ 2,021.99						
<b>Physical Needs Over the Term:</b>		\$ 4,867,520	\$ 1,964.29						
<b>Replacement Reserve Capability with PROPOSED INCREASE</b>		\$ 743,379	\$ 2,099.94						
<b>Holdbacks and Reserve Summary with Proposed Increase</b>									
<i>Replacement Reserve Fund AFTER Annual Addition, BEFORE Annual Expenses</i>			\$ 2,207,243	\$ 1,496,817	\$ 869,904	\$ 1,300,791	\$ 1,780,263	\$ 1,818,063	\$ 2,299,687
<i>Replacement Reserve Fund AFTER Annual Addition, AFTER Annual Expenses</i>			\$ 753,438	\$ 126,525	\$ 557,412	\$ 1,036,884	\$ 1,074,684	\$ 1,556,308	\$ 1,799,995

COMMUNITY DESCRIPTION	
Street address	682 Wahl Court
City, State, Zip Code	Marina, CA 93933
Telephone	(831) 384-0119
Construction type	Mixed use
Year built	1987
Owner	Fort Ord Reuse Authority
Management	Alliance Residential Company
Total units	354
Physical occupancy	98%

COMMUNITY RATINGS	
Location	B
Visibility	C
Curb appeal	B
Condition	B
Interiors	C
Amenities	D

PAYER OF UTILITIES	
Gas	Resident
Electric	Resident
Water	Res/Meter
Sewer	Resident
Trash	Resident
Cable TV	N A
Internet	Resident
Pest control	Community
Valet trash	N A

FEES, DEPOSITS, AND LEASE TERMS	
Application fee	\$44
Lease terms	MTM and 6 months
Short term premium	N/A
Refundable security deposit	Equal to one months' rent
Administrative fee	\$0
Non refundable pet deposit	N/A
Pet deposit	\$250 covers up to 2 pets
Pet rent	\$0

CONCESSIONS
No concessions. Community is partially Below Market Rent and Section 8.

COMMENTS
50% complete replacing roofs. All units have an attached garage, in-home laundry room, and gated backyard. \$25 fee for end units.

APARTMENT AMENITIES			
Accent color walls	No	Paneled doors	No
Air conditioning	No	Patio/Balcony	Yes
Appliance color	White	Refrigerator	Frost-Free
Cable TV	No	Roman tubs	No
Ceiling	No	Security system	No
Ceiling fans	No	Self cleaning oven	No
Computer desk	No	Separate shower	No
Crown molding	No	Upgraded counters	No
Fireplace	No	Upgraded flooring	Plush Cpt
Icemaker	No	Upgraded lighting	No
Kitchen pantry	Yes	Vaulted ceiling	No
Linen closets	Yes	Washer/Dryer	No
Microwave	No	W/D connection	Full size
Outside storage	No	Window coverings	1" mini

COMMUNITY AMENITIES			
Access gates	No	Free DVD/movie library	No
Addl rentable storage	No	Laundry room	No
Attached garages	Yes	Movie theater	No
Barbecue grills	No	Parking structure	No
Basketball court	Yes	Pet park	No
Billiard	No	Playground	Yes
Business center	No	Pools	No
Club house	Yes	Racquetball	No
Concierge services	No	Reserved parking	No
Conference room	No	Sauna/Jacuzzi	No
Covered parking	No	Tennis court	No
Detached garages	No	Volleyball	No
Elevators	No	Water features	No
Fitness center	No	WiFi	No

FLOORPLANS AND RENTS

Floorplan Type	Unit Description	# of Units	% of Units	Square Feet	Rent per Unit				Concessions		Effective Net Rents	
					Low	High	Average	Avg PSF	Mos Free	Term	Average	Avg PSF
2X1		10	3%	1,150	\$1,610	\$1,610	\$1,610	\$1.40	0.00	0.00	\$1,610	\$1.40
2X1		2	1%	1,150	\$1,700	\$1,700	\$1,700	\$1.48	0.00	0.00	\$1,700	\$1.48
2X1.5		79	22%	1,278	\$1,665	\$1,690	\$1,677	\$1.31	0.00	0.00	\$1,677	\$1.31
2X1.5	1 car attached Renovated	2	1%	1,278	\$2,200	\$2,200	\$2,200	\$1.72	0.00	0.00	\$2,200	\$1.72
2X1.5		1	0%	1,278	\$1,700	\$1,715	\$1,708	\$1.34	0.00	0.00	\$1,708	\$1.34
2X1.5	1 car attached Renovated	135	38%	1,323	\$1,690	\$1,715	\$1,702	\$1.29	0.00	0.00	\$1,702	\$1.29
3X2.5		124	35%	1,572	\$1,985	\$2,010	\$1,997	\$1.27	0.00	0.00	\$1,997	\$1.27
3X2.5	1 car attached Renovated	1	0%	1,572	\$2,150	\$2,150	\$2,150	\$1.37	0.00	0.00	\$2,150	\$1.37
<b>Total / Weighted Average</b>		<b>354</b>	<b>100%</b>	<b>1,395</b>	<b>\$1,790</b>	<b>\$1,814</b>	<b>\$1,801</b>	<b>\$1.29</b>	<b>0.00</b>	<b>0.00</b>	<b>\$1,801</b>	<b>\$1.29</b>

Attachment E - Unit Matrix

**Attachment H to Item 8a  
FORA Board Meeting 10/10/14**

									Market Survey Data				
Bedrooms	Bathrooms	Square footage	Average Rent per unit	Total Utilities	Total Rent including utilities	Total Rent per square foot BEFORE rent increase	Total Rent per square foot after 2.4% increase	Total Rent per square foot AFTER rent increase	Sunbay Suites rent per square foot (650 sq ft)	Marina Square rent per square foot (1000 sq ft)	Marina del Sol rent per square foot (736 sq ft)	Shadow Market rent per square foot (850 sq ft/ 1700 sq ft)	Abrams Park rent per square foot not including utilities (1000 sq ft)
2	1	1150	\$1,521.00	\$122.70	\$1,644	\$1.43	\$1,676.70	\$1.46	\$1.88	\$1.36	\$1.77	\$1.59	\$1.50
2	1.5	1278	\$1,443.81	\$122.70	\$1,567	\$1.23	\$1,599.51	\$1.25	N/A	N/A	N/A	N/A	N/A
2	1.5	1323	\$1,447.34	\$122.70	\$1,570	\$1.19	\$1,603.04	\$1.21	N/A	N/A	N/A	N/A	N/A
3	2.5	1572	\$1,754.00	\$122.70	\$1,877	\$1.19	\$1,918.20	\$1.22	N/A	N/A	N/A	\$1.09	N/A

In addition to the rental amounts paid by in-place residents, Preston Park residents pay for Water, Sewer, and Trash services that the majority of the comparables in the market place pay on behalf of the household.

Utility costs as listed reflect the average household in Marina, whereas actual bills suggest utility costs of \$85 per month and \$96 per month respectively for 2 and 3 bedroom homes in Preston Park.

Square footage listed for Preston Park units includes interior space only. Each home has an attached garage that provides roughly 400 square feet of additional storage space.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Pollution Legal Liability Insurance Policy Update

**Meeting Date:** October 10, 2014

**Agenda Number:** 8b

**INFORMATION**

### **RECOMMENDATION(S):**

Receive an update concerning the Fort Ord Pollution and Legal Liability (PLL) insurance policy process.

### **BACKGROUND/DISCUSSION:**

In June 2000, the Fort Ord Reuse Authority (FORA) entered into an Economic Development Conveyance Agreement with the United States Army (Army) for the transfer of former Fort Ord land. In 2001, FORA entered into property transfer agreements with underlying jurisdictions. Under the terms of these Implementation Agreements, with a few exceptions, FORA is obligated to transfer former Army property to individual jurisdictions, and those jurisdictions are required to accept title to this property from FORA (or direct FORA to transfer to their designee) once regulatory approval of environmental conditions is achieved. The affected jurisdiction then owns former Fort Ord land within their jurisdictional boundary to transfer for private development or to maintain for public purposes. Since both FORA and the underlying jurisdictions are in the chain of title for these former military lands, environmental liability concerns exist. Board members expressed concern that associated environmental risk might expose their general funds to claims and asked FORA staff to provide options for environmental insurance coverage, which would be cheaper and more efficient if acquired collectively. In 2002, after research and industry inquiries, FORA staff determined that only limited coverage was available for former military owned land. Subsequently, after consultation with FORA special counsel Barry Steinberg, it was concluded that coverage could be obtained, but at significant cost.

In 2004, after noting changes in the financial markets and upon receipt of information from the Association of Defense Communities, staff reported on options for coverage for PLL insurance. That year, the Board authorized purchase of a ten-year policy to provide PLL insurance coverage to FORA, its member land use jurisdictions, and their developers. That insurance policy coverage will expire at the end of calendar year 2014. No formal claims against the policy have been made over the years it has been in place. While the existing cost cap policy addresses FORA's obligations under the Environmental Services Cooperative Agreement (ESCA) with the Army, that coverage terminates upon completion of remedial work. The current cost-cap policies do not adequately address many of the risks associated with the day-to-day operations and activities that will occur over the next 5 to 10 years.

In Spring 2005, the Army and FORA entered negotiations for an Army-funded ESCA for removal of remnant Munitions and Explosives of Concern (MEC) on the former Fort Ord. Under the terms of this ESCA contract, FORA accepted transfer of 3,340 former Fort Ord acres prior to regulatory environmental sign-off. In early 2007, the Army awarded FORA approximately \$98 million to perform the ESCA parcels MEC cleanup. FORA also entered into an Administrative Order on Consent (AOC) with the U.S. Environmental Protection

Agency and the California Department of Toxic Substance Control defining conditions under which FORA performs contractual responsibilities for these Army remediation obligations.

In order to complete the AOC defined work, after a competitive selection process, FORA entered into a Remediation Services Agreement with LFR Inc. (now ARCADIS) to provide MEC remediation services and executed a Cost-Cap insurance policy for this remediation work through American International Insurance Group. The Army ESCA Grant also provided FORA with \$916,056 toward the purchase of PLL insurance coverage similar to what the FORA Board purchased in 2004.

Through FORA's ESCA contract and the Army's other work under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), most of the remaining lands transferring through FORA have completed significant risk "characterization." In other words, much more is known today about the pollution conditions on the 6,000 acres than was known ten years ago.

In January 2014, the Board authorized insurance broker Marsh, Inc. and Special Counsel Barry Steinberg to proceed with an insurance carrier selection and negotiation process for a PLL insurance policy spanning the next ten years. Insurance carriers participating in the selection process submitted revised policy quotes on September 26, 2014, which are being reviewed by Marsh and Special Counsel Barry Steinberg.

Special Counsel Barry Steinberg will attend the October 10, 2014 meeting to provide a brief presentation outlining details of the selection and negotiation process as well as next steps. In order to secure new insurance coverage before the existing policy expires on December 31, 2014, FORA staff will present the new PLL insurance policy terms to the Board for consideration at its November 14, 2014 meeting.

**FISCAL IMPACT:**

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

New insurance policy fiscal impacts will be presented to the FORA Board at its November 14, 2014 meeting. Staff time for this item is included in the approved FORA budget.

**COORDINATION:**

FORA land use jurisdictions and other agencies receiving property and/or accessing insurance coverage include: City of Marina, City of Seaside, City of Monterey, City of Del Rey Oaks, County of Monterey, Monterey Peninsula College, Marina Coast Water District, Transportation Agency for Monterey County, California State University Monterey Bay, University of California Santa Cruz, and Monterey-Salinas Transit.

Prepared by \_\_\_\_\_  
Jonathan Garcia

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

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Quarterly Environmental Services Cooperative Agreement Update

**Meeting Date:** October 10, 2014

**Agenda Number:** 8c

**INFORMATION**

### RECOMMENDATION:

Receive an Environmental Services Cooperative Agreement (ESCA) status report.

### BACKGROUND:

In Spring 2005, the U.S. Army (Army) and the Fort Ord Reuse Authority (FORA) entered into negotiations toward an Army-funded Environmental Services Cooperative Agreement (ESCA) for the removal of remnant Munitions and Explosives of Concern (MEC) on the former Fort Ord. Under the terms of this ESCA contract, FORA accepted transfer of 3,340 acres of former Fort Ord land prior to regulatory environmental sign-off. In early 2007, the Army awarded FORA approximately \$98 million to perform the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) munitions cleanup on the ESCA parcels. FORA also entered into an Administrative Order on Consent (AOC) with U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) defining contractual conditions under which FORA completes Army remediation obligations for the ESCA parcels.

In order to complete the AOC defined work, after a competitive selection process, FORA entered into a Remediation Services Agreement with LFR Inc. (now ARCADIS) to provide MEC remediation services and executed a Cost-Cap insurance policy for this remediation work through American International Group (AIG). FORA received the "ESCA parcels" after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer on May 8, 2009.

The ESCA Remediation Program (RP) has been underway for seven (7) years. Currently, the FORA team has completed known ESCA RP field work, pending regulatory review.

### DISCUSSION:

The ESCA requires FORA, acting as the Army's contractor, to address safety issues resulting from previous munitions training operations conducted at the former Fort Ord. This allows the FORA ESCA RP team to successfully implement cleanup actions that address three major past concerns: 1) the requirement for yearly appropriation of federal funding that delayed cleanup and necessitated costly mobilization/demobilization expenses; 2) state and federal regulatory questions about protectiveness of previous actions for sensitive uses; and 3) local jurisdictional/community/FORA's desire to reduce, to the extent possible, risk to individuals accessing the property.

Under the ESCA grant contract with the U.S. Army, FORA received approximately \$98 million grant to clear munitions and to secure regulatory approval for the former Fort Ord ESCA parcels. FORA subsequently entered into a guaranteed fixed-price contract with LFR (now



ARCADIS) to complete the work as defined in the Technical Specifications and Review Statement (TSRS) appended to the ESCA grant contract. As part of a contract between FORA and ARCADIS, insurance coverage was secured from AIG for which FORA paid \$82.1 million upfront from grant funds. This policy provides a commutation account which holds the funds that AIG uses to pay ARCADIS for the work performed.

The AIG coverage also provides for up to \$128 million to address additional work for both known and unknown site conditions, if needed. That assures extra funds in place to complete the scope of work to the satisfaction of the Regulators. AIG monitors/approves ARCADIS expenditures in meeting AOC/TSRS grant requirements.

Based on the Army ESCA grant contract, the EPA AOC requirements and AIG insurance coverage provisions, AIG controls the ARCADIS/AIG \$82.1 million Commutation Account. The full amount was provided to AIG in 2008 as payment for a cost-cap insurance policy where AIG reviews ARCADIS' work performed and makes payments directly to ARCADIS. FORA oversees that the work complies with grant/AOC requirements.

Item	Originally Allocated	Accrued through June 2014
FORA PLL Self-Insurance/Policy Purchase	\$ 916,056	\$916,056
Reimburse Regulators & Quality Assurance	4,725,000	
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000
Contractor's Pollution Liability Insurance	477,344	477,344
Work Performed ARCADIS/AIG Commutation Account	82,117,553	
FORA Administrative Fees	3,392,656	
<b>Total</b>	<b>\$97,728,609</b>	<b>\$</b>
	<b>ESCA Remainder</b>	<b>\$</b>

It is important to highlight that data collected during the ESCA investigation stage remains under review by the regulatory agencies who determine when the remediation work is complete. They will only issue written confirmation that CERCLA MEC remediation work is complete (regulatory site) closure when they are satisfied the work is protective of human health and that the Final Proposed Plan, Record of Decision, Land Use Control Operation and Maintenance Plan are completed and approved. The process of completing the review and documentation is dependent on Army and regulatory agency responses/decisions. Until regulatory site closure is received, the ESCA property remains closed to the public. When regulatory site closure is received, FORA will transfer land title to the appropriate jurisdiction. To date, the ESCA RP has provided the stewardship for 3,340 ESCA acres. The ESCA team continues to actively monitor biological resources and track restoration activities on the ESCA property.

The ESCA RP team's major effort is on the required CERCLA documentation to gain regulatory certification of completion. Two significant issues have impacted the document delivery schedule. First was an issue between the Army and EPA concerning the definition of MEC as hazardous substances under CERCLA. After months of formal and informal discussions, EPA and the Army resolved their dispute in July 2014. The second significant issue concerns documenting FORA's Residential Quality Assurance (RQA) process as

developed under a pilot study in accordance with the terms of the ESCA. DTSC has required reporting, in addition to the CERCLA documentation, on the RQA process which is likely to further impact the ESCA document schedule. FORA staff and the ESCA RP team are closely monitoring these issues to efficiently execute the documentation phase of the program.

For the County North and Parker Flats Phase 1 ESCA properties, FORA received written confirmation from the regulatory agencies that CERCLA MEC remediation work is complete. For these properties, ARCADIS commuted ESCA insurance coverage for related clean-up costs for coverage for unknown conditions.

Per the existing FORA/Jurisdiction Implementation Agreements (2001) and Memorandum of Agreement (2007) regarding property ownership and responsibilities during the period of environmental services, deeds and access control for these properties has been transferred to the new land owner. At the County's request, FORA staff is working with County staff to adjust the former ESCA property signage based on a signage plan being developed under the joint direction of Monterey County staff, Monterey County Sheriff's Department and the Bureau of Land Management, with review by the FORA ESCA team.

Regulatory approval does not determine end use. Underlying jurisdictions are empowered to impose or limit zoning, decide property density or make related land use decisions in compliance with the FORA Base Reuse Plan.

**FISCAL IMPACT:**

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

The funds for this review and report are part of the existing FORA ESCA funds.

**COORDINATION:**

Administrative Committee; Executive Committee; FORA Authority Counsel; ARCADIS; U.S. Army EPA; and DTSC

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_  
Stan Cook Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Base Reuse Plan Reassessment Report Categories 1 and 2 Update	
<b>Meeting Date:</b>	October 10, 2014	<b>INFORMATION</b>
<b>Agenda Number:</b>	8d	

### RECOMMENDATION(S):

Receive Base Reuse Plan Reassessment Report Categories 1 and 2 Update

### BACKGROUND/DISCUSSION:

The Board approved the 2014 Work Plan at its February 13, 2014 meeting, which included completion of Reassessment Report Category 1-3 items. Category 1 focuses on Reuse Plan text and figure changes; Category 2 focuses on Prior Board Actions and Regional Plan consistency; and Category 3 focuses on Implementation of Policies and Programs (**Attachment A**).

During 2013, the Post Reassessment Advisory Committee (PRAC) reviewed the Category 1 Reassessment Report items and made recommendations for improvements. Subsequently, Special Counsel Waltner reviewed the PRAC progress and recommended hiring a consultant to complete an Initial Study to determine what if any California Environmental Quality Act (CEQA) processing may be necessary.

The Fort Ord Reuse Authority (FORA) Board directed staff to obtain legal review of prior Board actions. Special Counsel Waltner completed this review in 2013 and found past Board actions legally defensible (**Attachment B**). He further recommended inclusion of past Board actions in the scope of the CEQA Initial Study. Once the initial study and any subsequent CEQA processing is underway, updates of the Reuse Plan Land Use Concept and Circulation maps could be completed.

Ensuring Reuse Plan Consistency with regional plans including the Transportation Agency of Monterey County (TAMC), the Monterey County Air District (MCAD), and the Regional Water Quality Control Board (RWQCB) is within the scope of the 2014 Work Plan. Staff is holding meetings with the relevant agencies to evaluate changes to plans since 1997. Policy development to address any changes will be included in the scope of work under the new Request for Proposals.

Staff notes that progress is underway on addressing many of the cross-jurisdictional items identified in Category 3 including the development of Regional Urban Design Guidelines, planning for Oak Woodlands conservation, and a host of other jurisdiction specific items. Staff has met with each of the relevant jurisdictions and expects to have jurisdiction-specific Category 3 item updates shortly. These status updates will be used to determine what additional steps are needed to bring these items to completion.

In response to the progress made by the PRAC and reviews and recommendations from Special Counsel Waltner, Staff has prepared a DRAFT Scope of Work and Request for Proposals (RFP) (**Attachment C**) to:

- a) Complete a CEQA Initial Study of the recommended Category 1 & 2 items changes
- b) Produce updated Land Use Concept and Circulation maps
- c) Evaluate policy options for regional plan consistency

Once approved, the Scope of Work and RFP would be released and a proposal review and contracting process would follow.

**FISCAL IMPACT:**

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

Staff time for this item is included in the approved FORA budget. FY 2014-2015 Reuse Plan Implementation budget includes funding to pay for consultant services.

**COORDINATION:**

Administrative Committee, Post Reassessment Advisory Committee, RUDG Task Force

DRAFT

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

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**

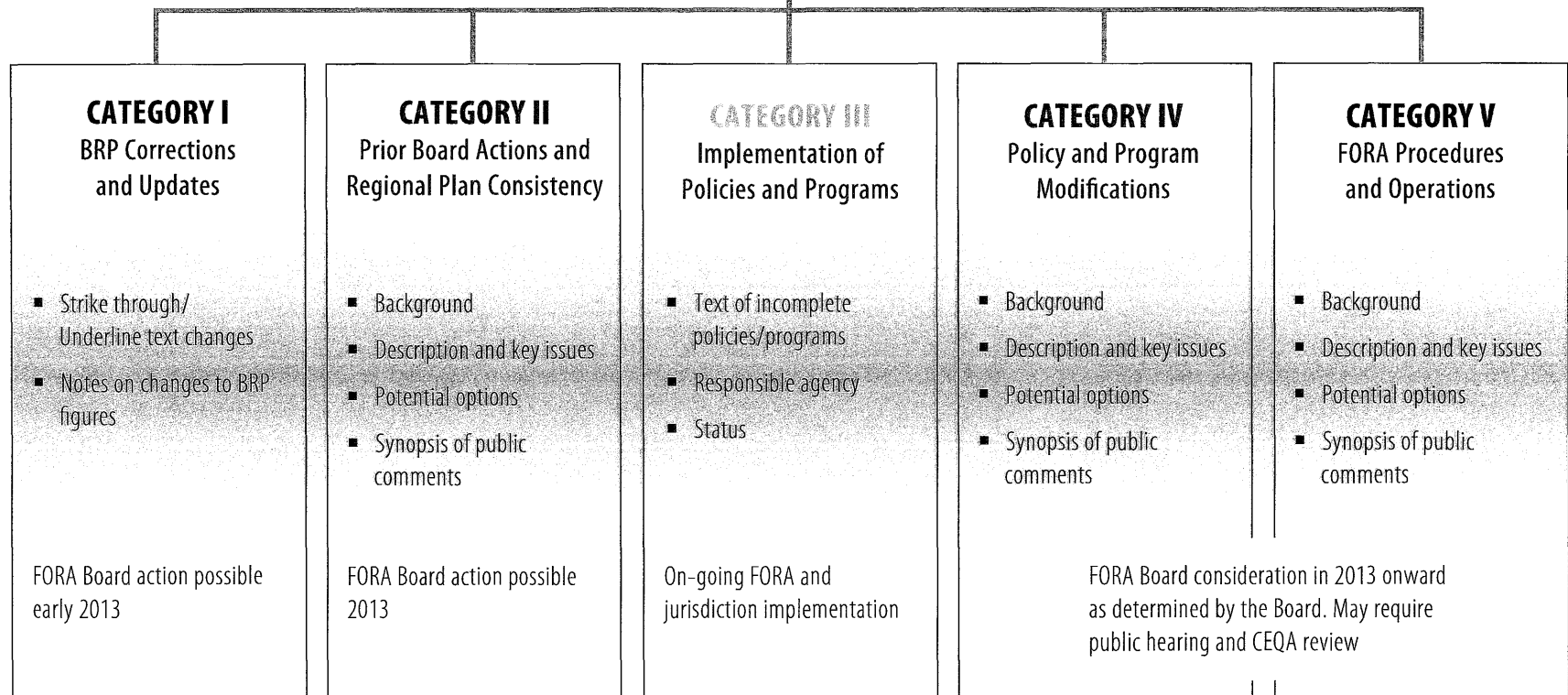


Figure 2  
**Visual Key to Reassessment Report**  
Fort Ord Reuse Plan Reassessment Report



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## **Memorandum**

Date: July 3, 2013

To: Fort Ord Reuse Authority

Board of Directors

Mayor Jerry Edelen, Board Chair

Michael Houlemard, Executive Officer

From: Alan Waltner, Esq.

RE: CEQA and Land Use Implications of Potential Revisions to the Fort Ord  
Reuse Authority Base Reuse Plan

### **I. INTRODUCTION**

This memorandum addresses the implications under the California Environmental Quality Act (“CEQA”) of potential revisions of the FORA-adopted Base Reuse Plan (“BRP”). This memorandum also addresses how changes to the BRP are affected by the guidelines implementing CEQA and land use law. The current BRP was adopted in 1997 and supported by a programmatic environmental impact report prepared under CEQA (“1997 EIR”). A legal challenge to the adequacy of the 1997 EIR was resolved through a settlement agreement with the Ventana Chapter of the Sierra Club (“Sierra Club settlement”).

As required by the Sierra Club settlement, which was memorialized in Article 8.10.010(h) of the FORA Master Resolution, FORA completed a “reassessment” of the 1997 BRP in December 2012 and produced a report dated December 14, 2012 memorializing that reassessment (“Reassessment Report”). The Reassessment Report divided its evaluation into five categories. Category I consists of various corrections and updates to the 1997 BRP, largely in the form of minor errata to the text of the BRP. Category II consists of changes that would conform the BRP to the substance of previous FORA Board actions, particularly “consistency” determinations, as well as changes that would improve consistency of the BRP with regional plans that have evolved since 1997. Category III evaluates the compliance of various member jurisdictions with certain policies and programs in the 1997 BRP. Category IV is a discussion of more substantive modifications to BRP policies and programs that could be considered by the FORA Board in response to the reassessment. Category V discusses various potential changes to FORA’s governance, including procedures and operations.

At this time, FORA is still in the process of public outreach and is considering a broad range of possible changes to the BRP as reflected in these five categories. In particular, it is anticipated that a colloquium and workshop process will occur during the second half of this year to obtain additional public input and provide a context for additional conversations about potential BRP revisions.

As discussed below, the appropriate CEQA document needed to support these changes will depend on the changes ultimately proposed. Near-term activities such as the colloquium and workshop process are anticipated to remain exempt planning and feasibility studies. Beyond that point, the nature and scope of the appropriate CEQA document should be evaluated through an initial study process. Given the relatively long lead-time required for certain CEQA compliance options, we recommend that this initial study process be initiated soon.

## **II. CEQA IMPLICATIONS OF POTENTIAL BRP REVISIONS**

This section of the memorandum addresses three key issues:

- when is additional CEQA review required?
- what is the appropriate form of a new CEQA document, if any? and
- what is the recommended procedure for determining the appropriate CEQA document?

Land use considerations are discussed in the next section.

### **A. When is Additional CEQA Review Required?**

In situations such as this, where an EIR for a program (or project) has already been prepared, certified, and judicial review has been completed, Section 21166 of CEQA, and Section 15162 of the CEQA Guidelines, establish the criteria for any additional required environmental review under CEQA. Distilled down to its essence, there must be a discretionary action<sup>1</sup>, and there must also be one or more of the following: changes in the project (or program), changes in circumstances, or new information.

CEQA Section 21166 describes the three events that trigger the need for preparation of a supplemental environmental impact report as follows: “(a) Substantial changes . . . in the project which will require major revisions of the environmental impact report. (b) Substantial

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<sup>1</sup> The discretionary action trigger is described in the CEQA Guidelines as follows:

Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

Guidelines Section 15162(c). If there is no future discretionary action, the CEQA Guidelines are clear that the agency is not required to reopen the previous approval and CEQA process. See also Guidelines Sections 15002 and 15357.

changes . . . with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report. [and] (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.” CEQA Section 21166.

Section 15162 of the CEQA Guidelines elaborates on these tests, generally requiring that the changes or new information create the need for “major revisions” relating to “new significant environmental effects” or a “substantial increase” in those effects. This requirement establishes a fairly high bar for reopening the EIR. Ultimately, this question turns on “whether, subsequent to the certification of the EIR, circumstances have changed to the extent that reliance on the EIR is unwarranted. (See *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065, 1073 [“section 21166 comes into play precisely because in-depth review has already occurred, the time for challenging the sufficiency of the original EIR has long since expired [citation], and the question is whether circumstances have changed enough to justify repeating a substantial portion of the process”].)” *Concerned Citizens of Dublin v. City of Dublin*, Slip Op., at 17 (March 7, 2013; certified for publication March 28, 2013).

Case law has been relatively generous in finding additional environmental review unnecessary to support program changes. For example, a reallocation of 100 residential units from one site to another was not considered a significant change to a specific plan in *Concerned Citizens of Dublin*. Slip Op. at 17. In that case, the EIR analyzed environmental impacts based on the maximum residential units in the program area as a whole, and the Court concluded that shifting 100 units to a different location was not a significant change. Likewise, the Court in *Bowman* considered the rerouting of project traffic from one street to another not to be a significant change.

#### **B. What is the Appropriate Form of a New CEQA Document, if Any?**

The next question that needs to be addressed is the form of the CEQA document that will be used to support future actions relating to the Base Reuse Plan. Here there are at least six options: exemption for planning and feasibility studies, categorical exemption, negative declaration, supplemental EIR, subsequent EIR, or addendum. The appropriate document will depend on the timing, scope and nature of the BRP-related activities, in particular any BRP revisions.

First, the CEQA Guidelines contain an exemption for planning and feasibility studies that do not have a legally binding effect on later activities. CEQA Guidelines Section 15262. This was the basis for preparing the BRP reassessment without an accompanying CEQA document. The anticipated colloquium and workshop process also will qualify for this exemption so long as no legally binding actions are taken and the process includes a “consideration of environmental factors.” *Id.*

Second, the CEQA Guidelines contain a categorical exemption that applies to “changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.” CEQA Guidelines Section 15320. This categorical exemption would be potentially applicable to the Category V changes to FORA’s governance.



Third, CEQA generally allows a negative declaration to be prepared, rather than an EIR, where there is no “fair argument” that a significant effect on the environment would result from a program or other project. CEQA Guidelines Section 15063. Guidelines Section 15162, however, makes this “fair argument” standard inapplicable in the supplemental EIR context, and instead asks whether substantial evidence supports the agency’s decision not to undertake additional environmental review under CEQA Section 21166. If the initial study recommended below shows that supplemental environmental review has not been triggered for any impact, a negative declaration memorializing that conclusion may be utilized.

Fourth, CEQA Guidelines Section 15163 provides that an agency may choose to prepare a supplemental EIR rather than a subsequent EIR if, among other things, “[o]nly minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.” CEQA Guidelines Section 15163. Therefore, a key consideration in determining whether to prepare a subsequent or supplemental EIR is a fact-based determination of whether the additions or changes to the previous EIR are only minor.

A supplemental EIR does not require recirculation of the previous draft or final EIR and need only contain the information necessary to make the previous EIR adequate for the project as revised. However, when an agency decides whether to approve a future project, it must consider the previous EIR, as revised by the supplemental EIR. CEQA Guidelines Section 15163.

Fifth, if major changes are required to make a previous EIR adequate, the agency must prepare a subsequent EIR. Although there is only limited guidance in the State CEQA Guidelines, Section 15162 states that a subsequent EIR should be prepared if it is necessary to do more than supplement the previous EIR. There is no requirement for the lead agency to consider the original EIR when it considers the subsequent EIR, although CEQA Guidelines Section 15162(d) requires the original EIR to be made available.

Sixth, the CEQA Guidelines authorize the preparation of an addendum in certain circumstances, where the conditions triggering a subsequent EIR under Guidelines Section 15162, as described above, have not occurred, and “only minor technical changes or additions are necessary . . . .” CEQA Guidelines Section 15164.

**C. What is the Recommended Procedure for Determining the Appropriate CEQA Document?**

Neither CEQA nor the CEQA Guidelines clearly specify a procedure for determining whether a certified program EIR, such as the 1997 EIR for the BRP, remains valid for continued use. However, CEQA and the guidelines suggest the use of an initial study in several related contexts. For example, in determining whether to use a program EIR for a subsequent project-level<sup>2</sup> approval, CEQA Section 21094 (c) states: “For purposes of compliance with this section, an initial study shall be prepared to assist the lead agency in making the determinations required by this section. The initial study shall analyze whether the later project may cause significant effects on the environment that were not examined in the prior environmental impact report.” See also Guidelines Sections 15153 and 15168. CEQA Section 21157.1

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<sup>2</sup> Guidelines Section 15168(a) suggests that a program such as the BRP “can be characterized as one large project.” Therefore, these “tiering” sections of CEQA and the Guidelines could be considered applicable.

similarly provides for the use of an initial study in determining whether a subsequent project is within the scope of, and adequately covered by, a master environmental impact report. CEQA Section 21157.6 provides for use of an initial study to determine whether a master environmental impact report remains effective beyond an initial five year period.

CEQA practitioners have filled this gap in direct guidance by using a modified initial study checklist for the purpose of evaluating the continuing effectiveness of an EIR. Mechanically, this generally involves the addition of one or more new questions to the initial study checklist that ask whether there have been changes requiring additional analysis. This flexible use of the initial study method is supported by several CEQA guidelines. First, Guidelines Section 15063(f) states that, although example initial study checklists are included in Appendices G and H to the guidelines: "These forms are only suggested, and public agencies are free to devise their own format for an initial study. A previously prepared EIR may also be used as the initial study for a later project." The use of an initial study in this context is further supported by the definition of an initial study in Guidelines Section 15365: "'Initial Study' means a preliminary analysis prepared by the Lead Agency to determine whether an EIR or a Negative Declaration must be prepared or to identify the significant environmental effects to be analyzed in an EIR."<sup>3</sup>

We therefore recommend the preparation of an initial study to determine whether additional environmental review is required in connection with the anticipated BRP revisions, and to determine the appropriate scope of that review. As the guidelines above show, the format and contents of the initial study can be adapted to the particular situation. The ultimate format and contents of this initial study should be determined after further consultation with FORA and its consultants.

### III. LAND USE CONSIDERATIONS

The BRP is not subject to the same state planning and zoning law requirements that apply to general and specific plans. Specifically, the broad state law requirements for a comprehensive general plan with specified plan elements that are internally consistent, do not apply to FORA's BRP. Instead, the Authority Act specifies the required elements in very broad terms, and there are no state regulations that constrain FORA's BRP in the ways that local general plans are constrained.

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<sup>3</sup> Likewise, CEQA Guidelines Section 15063(c) states that the purposes of an initial study are to:

- (3) Assist in the preparation of an EIR, if one is required, by:
  - (A) Focusing the EIR on the effects determined to be significant,
  - (B) Identifying the effects determined not to be significant,
  - (C) Explaining the reasons for determining that potentially significant effects would not be significant, and
  - (D) Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.

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- (6) Eliminate unnecessary EIRs;
- (7) Determine whether a previously prepared EIR could be used with the project.

The Authority Act contains a number of requirements for the BRP that will need to be satisfied in connection with any BRP revisions. These requirements are specified in Government Code Section 67675, which states that the BRP (including revisions) is required to include all of the following elements:

- (1) A land use plan for the integrated arrangement and general location and extent of, and the criteria and standards for, the uses of land, water, air, space, and other natural resources within the area of the base. The land use plan shall designate areas of the base for residential, commercial, industrial, and other uses, and may specify maximum development intensities and other standards and criteria. The land use plan shall provide for public safety.
- (2) A transportation plan for the integrated development of a system of roadways, transit facilities, air transportation facilities, and appurtenant terminals and other facilities for the movement of people and goods to, from, and within the area of the base.
- (3) A conservation plan for the preservation, development, use, and management of natural resources within the area of the base, including, but not limited to, soils, shoreline, scenic corridors along transportation routes, open spaces, wetlands, recreational facilities, historical facilities, and habitat of, or for, exceptional flora and fauna.
- (4) A recreation plan for the development, use, and management of the recreational resources within the area of the base.
- (5) A five-year capital improvement program that complies with the requirements of Section 65403. The program shall include an allocation of the available water supply, sewage treatment capacity, solid waste disposal capability, and other limited public service capabilities among the potential developments within the area of the base. The program shall also identify both of the following:
  - (A) Base-wide facilities identified pursuant to Section 67679.
  - (B) Local facilities that are in the county or a city with territory occupied by Fort Ord and that primarily serve residents of the county or that city.

Since the 1997 BRP was subject to these same requirements, it contains all of the required elements. Generally, we recommend that the existing structure of the BRP be retained in order to carry forward all of these mandatory elements, as well as to provide a familiar structure and contents.

The BRP is also authorized to include any element or subject specified in Government Code Section 65302, relating to local general plans, such as a safety or housing element. (Government Code Section 67675(d)), but is not required to do so. The Authority Act contains no other references to the Planning and Zoning Law (Government Code Section 65000 *et seq.*), supporting the view that the Authority Act contains a “stand-alone” set of land use requirements that do not adopt or otherwise imply the application of parallel provisions of the Planning and Zoning Law.

The BRP is also required to be consistent with: “approved coastal plans, air quality plans, water quality plans, spheres of influence, and other county-wide or regional plans required by federal or state law, other than local general plans, including any amendments subsequent to the enactment of this title . . . .” The plan must also consider: “(1) Monterey Bay regional plans.

(2) County and city plans and proposed projects covering the territory occupied by Fort Ord or otherwise likely to be affected by the future uses of the base. (3) Other public and nongovernmental entity plans and proposed projects affecting the planning and development of the territory occupied by Fort Ord.” Government Code Section 67675(f).

Once the BRP has been adopted, all of the local jurisdictions with territory in Fort Ord are required to submit both the then-current general plan as well as general plan amendments to the FORA Board, accompanied with a certification that the plan “applicable to the territory of Fort Ord is intended to be carried out in a manner fully in conformity with [the Authority Act].” Government Code Section 67675.2. The FORA Board then approves and certifies the general plans and amendments applicable to the territory of Fort Ord if it finds that the plan “meets the requirements of [the Authority Act] and is consistent with the [BRP]. Government Code Section 67675.3. Following that approval, zoning ordinances and “other implementing actions” are required to be submitted to the FORA Board, which the Board can only reject “on the grounds that they do not conform with, or are inadequate to carry out, the provisions of the certified general plan applicable to the territory of Fort Ord.” Government Code Section 67675.5. Following the original general plan certification, amendments to that local plan only take effect upon certification by the FORA Board. Government Code Section 67675.7.

Government Code Section 67675 also states that the FORA Board “shall . . . revise from time to time, and maintain” the BRP. As discussed above, however, under the Authority Act, FORA retains considerable discretion regarding the contents of the BRP

#### **IV. RECOMMENDATIONS AND NEXT STEPS**

As described above, we recommend as an initial step that an initial study be commenced to evaluate the potential BRP revisions and the continuing ability of the 1997 BRP to support those revisions. An initial study could provide a framework for public participation, provide substantial evidence and a concrete description of FORA’s analysis, and help focus a future environmental document. It will be important for this effort that the anticipated list of BRP revisions be developed as quickly and accurately as possible, in order to provide an accurate, stable and finite “project description.” However, understanding that this is an ongoing process, a “framework” initial study could be prepared, based upon the information that currently is known (i.e. plan contents such as those in Categories I and II that are anticipated to be included, context changes and/or new information such as population, traffic, economic and other factors, and those Category IV items that are the most likely to be included). The framework would include an initial study checklist adapted to this situation, a summary of how the 1997 BRP EIR addressed each environmental impact, and an evaluation of the implications of those program changes, changed circumstances and new information that can currently be anticipated. With this framework initial study, ongoing discussions about the BRP revisions would be informed by the framework analysis and appropriate revisions to the initial study made as the BRP revision evolves.

## Memorandum

Date: September 3, 2013  
To: Fort Ord Reuse Authority  
Board of Directors  
Mayor Jerry Edelen, Board Chair  
Michael Houlemard, Executive Officer  
From: Alan Waltner, Esq.  
RE: Evaluation of FORA Legislative Land Use Decisions and Development  
Entitlement Consistency Determinations

### I. INTRODUCTION

This memorandum describes the requirements applicable to legislative land use decisions and development entitlement consistency determinations made by the Fort Ord Reuse Authority (“FORA”) under the FORA Base Reuse Plan (“BRP”). It evaluates as examples two previous actions – the Seaside General Plan consistency certification, and approval of the East Garrison – Parker Flat “land swap.”

We conclude that FORA’s procedures for determining consistency correctly interpret and apply the Fort Ord Reuse Authority Act (“Authority Act”), Government Code Sections 67650-67700 and the FORA Master Resolution. Generally, so long as the overall development restrictions of the BRP (such as water use limits, housing units, etc.) are not exceeded, the resulting land uses on an overall basis are generally consistent with those in the BRP, specific requirements of the BRP and Master Resolution are satisfied, and substantial evidence supports these conclusions, FORA consistency determinations and other land use actions would likely be upheld by a reviewing court.<sup>1</sup>

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<sup>1</sup> We note that most of the actions taken by FORA to date can no longer be challenged in light of the applicable statutes of limitations. Challenges brought under the California Environmental Quality Act, Public Resources Code Section 21000 et seq. (“CEQA”), must be commenced within 30 days if a notice of determination has been filed, or within 180 days of the agency decision if no notice has been filed. CEQA Section 21167. Where no such action has been brought, the environmental document is conclusively presumed adequate for purposes of its use by responsible agencies, unless the provisions of CEQA Section 21166 apply. CEQA Section 21167.2. Under Section 8.01.070 of the Master Resolution, FORA is considered to be a responsible agency for most of these decisions, with the local member agency serving as lead agency. Other claims against FORA would need to be brought within four years of the action under the “catch all” statute of limitations in Civil Procedure Code Section 343. The two specific actions evaluated as examples in this memorandum were each taken over four years ago. Chapter 8 of the Master Resolution, and the existing BRP, were also adopted over 4 years ago and are not subject to challenge unless modified.

## II. OVERVIEW OF APPLICABLE REQUIREMENTS

Actions taken by FORA are governed by the Authority Act and the Master Resolution. In particular, Chapter 8 of the Master Resolution, which served as the basis for the settlement in 1998 of a lawsuit brought by the Sierra Club, contains most of the pertinent provisions.

Many of these requirements are unique to FORA, and any litigation challenging actions by FORA or others would likely present issues of first impression. However, the Authority Act, Master Resolution, and Sierra Club settlement can be analyzed using general principles of statutory construction and contractual interpretation. Case law under analogous provisions of the Planning and Zoning Law, Government Code Section 65000 et seq., is also informative and is presented below. In addition, the validity of FORA actions would be highly fact-specific, and depend upon the nature of, and evidentiary support for, the particular decision. As a result, future actions will need to be evaluated on a case-by-case basis in light of the general principles discussed below.<sup>2</sup>

The Authority Act provides for FORA's involvement in local land use decisions primarily in two contexts. The first is the review and certification of local general plans under the "consistency" standards of Government Code Section 67675.3. The second is the consideration of specific land use entitlements under FORA's appeal jurisdiction set out in Government Code Section 67675.8. The standards for each type of action are distinct and are analyzed separately below.<sup>3</sup>

### A. Consistency Certifications

Under the Authority Act, the BRP is to include, among other things, "[a] land use plan for the **integrated arrangement and general location and extent of**, and the criteria and standards for, the uses of land, water, air, space, and other natural resources within the area of the base." Government Code Section 67675(c)(1). (Emphasis added). This language closely mirrors the analogous provision of Section 65302 of the Planning and Zoning Law (a general plan must include a "land use element that designates the proposed **general distribution and general location and extent** of the uses of the land . . .") (Emphasis added).

Thus, under the Authority Act, only the general locations and extent of land uses need be shown in the BRP. There is nothing in the Authority Act requiring FORA to plan at a

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<sup>2</sup> This memorandum is provided for the benefit of FORA. Third parties, such as local agencies, land owners, developers, and financiers, should obtain the advice of their own legal counsel with respect to any specific actions being considered by them.

<sup>3</sup> Section 1.01.050 of the Master Resolution describes the distinction as follows: "Legislative land use decisions' means general plans, general plan amendments, redevelopment plans, redevelopment plan amendments, zoning ordinances, zone district maps or amendments to zone district maps, and zoning changes." Other local land use approvals such as subdivisions, building permits, etc. are defined and labeled as "Development Entitlements." Specific plans are not included in either definition. However, Master Resolution 8.01.010 includes specific plans with the other legislative land use decisions that are subject to consistency review.

level of detail analogous to that of the zoning ordinances and zoning maps prepared by local jurisdictions under the Planning and Zoning Law. Instead, at the former Fort Ord, this more detailed planning is the responsibility of the local jurisdictions. Government Code Section 67675.5.

Following the adoption of the BRP, all of the local jurisdictions with territory in Fort Ord were required to submit both the then-current general plan as well as general plan amendments to the FORA Board, accompanied with a certification that the plan “applicable to the territory of Fort Ord is intended to be carried out in a manner fully in conformity with [the Authority Act].” Government Code Section 67675.2.<sup>4</sup>

The FORA Board then holds a noticed public hearing and approves and certifies the general plans and amendments applicable to the territory of Fort Ord if it finds that the plan “meets the requirements of [the Authority Act] and is consistent with the [BRP].” Government Code Section 67675.3. The approval and certification is mandatory under the Authority Act if these findings are made. *Id.* (“The board **shall** approve and certify . . .”).

Following that approval, zoning ordinances and “other implementing actions” are required to be submitted to the FORA Board, which the Board can only reject “on the grounds that they do not conform with, or are inadequate to carry out, the provisions of the certified general plan applicable to the territory of Fort Ord.” Government Code Section 67675.5. Note that the benchmark for this review of local implementing actions is the certified general plan, not the BRP.<sup>5</sup> Following the original general plan certification, amendments to that local plan only take effect upon certification by the FORA Board. Government Code Section 67675.7.

Section 8.02.010 of the Master Resolution elaborates on the criteria for legislative land use consistency determinations, as follows:

(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence supported by the record, that

(1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan **for the affected territory**;

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<sup>4</sup> The corresponding section of the Master Resolution, Section 8.01.020(b)(3), adds a reference to the BRP to this conformity provision.

<sup>5</sup> Section 8.01.060 of the Master Resolution includes a “supercession” provision making Chapter 8 of the Master Resolution “supreme” over the BRP and other FORA documents. However, this supercession clause does not purport to override the Authority Act. This is most likely in recognition of the fact that provisions inconsistent with the Authority Act would not be authorized or effective. Specifically, Section 67675.8(b)(1) of the Authority Act authorizes the Board **only** to adopt regulations “to ensure compliance with the provisions of this title.” (Emphasis added).

- (2) Provides for a development more dense than the density of uses permitted in the Reuse Plan **for the affected territory**;
- (3) Is not in **substantial conformance** with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution.
- (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;
- (5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision; and
- (6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan.

**(b) FORA shall not preclude the transfer of intensity of land uses and/or density of development involving properties within the affected territory as long as the land use decision meets the overall intensity and density criteria of Sections 8.02.010(a)(1) and (2) above as long as the cumulative net density or intensity of the Fort Ord Territory is not increased.**<sup>6</sup>

(Emphasis Added).

The Master Resolution also allows FORA to apply a “substantial compliance” standard for certification of legislative land use decisions. Section 8.02.010. A similar “substantial conformance” standard also applies to the local agency’s compliance with BRP policies, as well as with the programs and mitigation measures listed in Master Resolution Section 8.02.020. Master Resolution Section 8.01.010(a)(3).

The standards for consistency certifications set forth in the Master Resolution are similar to those applied in case law under the analogous Planning and Zoning Law. Although FORA is governed by the Authority Act and is not subject to the Planning and Zoning Law, key terms chosen by the Legislature, such as “consistent” should be interpreted similarly. In referring to “consistency,” the Legislature is presumed to have been applying the plain meaning of the word, which is: “agreement or harmony of parts or features to one another or a whole: correspondence; *specifically*: ability to be asserted together without contradiction.” Websters-Merriam Online Dictionary. The analogy to the Planning and Zoning Law is further reinforced by the similarity of Section 65302 of

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<sup>6</sup> The term “affected territory” is defined by Section 1.01.050 of the Master Resolution to mean “property within the Fort Ord Territory that is the subject of a legislative land use decision or an application for a development entitlement **and such additional territory within the Fort Ord Territory that may be subject to an adjustment in density or intensity of allowed development to accommodate development on the property subject to the development entitlement.**” (Emphasis Added).



the Planning and Zoning Law and Section 67675(c)(1) of the Authority Act as discussed above.

Under the Planning and Zoning Law, general plans must be internally consistent, and subsequent land use actions, such as zoning ordinances and project entitlements, must be consistent with the general plan. Applying that standard, “A project is consistent with the general plan ‘if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.’ ‘A given project need not be in perfect conformity with each and every general plan policy. [Citation.] To be consistent, a subdivision development must be ‘compatible with’ the objectives, policies, general land uses and programs specified in the general plan.” *FUTURE v. Board of Supervisors* (1998) 62 Cal.App.4th 1332, 1336. See also *Orange Citizens for Parks and Recreation v. Superior Court*, (July 10, 2013) California Court of Appeal for the Fourth District, Slip Opinion, No. G047013 (city’s interpretation of its general plan land use map given substantial deference, even where specific land uses differ).

“[S]tate law does not require precise conformity of a proposed project with the land use designation for a site, or an exact match between the project and the applicable general plan. [Citations.] Instead, a finding of consistency requires only that the proposed project be ‘compatible with the objectives, policies, general land uses, and programs specified in’ the applicable plan. [Citation.] The courts have interpreted this provision as requiring that a project be ‘in agreement or harmony with’ the terms of the applicable plan, not in rigid conformity with every detail thereof.” (*San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656, 678.). “[A] given project need not be in perfect conformity with each and every [general plan] policy,” and “no project could completely satisfy every policy stated in [a general plan].” *Sequoiah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 719. The agency “has broad discretion to weigh and balance competing interests in formulating development policies, and a court cannot review the wisdom of those decisions under the guise of reviewing a general plan’s internal consistency and correlation.” *Federation of Hillside Associations v. Los Angeles* (2004) 126 Cal.App.4th 1180, 1196.

This is particularly true for broad plan provisions that do not set out specific requirements. *Corona-Norco Unified School Dist. v. City of Corona* (1993) 17 Cal.App.4th 985, 996. For example, in *Sequoiah*, there was substantial evidence that a subdivision project was consistent with 14 of 17 pertinent policies. The three remaining policies were amorphous in nature—they “encouraged” development “sensitive to natural land forms, and the natural and built environment.” 23 Cal.App.4th at 719. The Board’s consistency finding in that case was upheld.

This contrasts with situations such as that faced in *Murrieta Valley Unified School Dist. v. County of Riverside* (1991) 228 Cal. App.3d 1212. There, where the applicable general plan required the local agency to incorporate specific nonmonetary school mitigation measures, the requirement of internal consistency required the adoption of such measures in a general plan amendment. Thus, “the nature of the policy and the

nature of the inconsistency are critical factors to consider.” *FUTURE v. Board of Supervisors of El Dorado County* (1998) 62 Cal.App.4<sup>th</sup> 1332, 1341.

A Board’s determination of general plan consistency carries a strong presumption of regularity. *Sequoyah Hills, supra*, 23 Cal.App. 4<sup>th</sup> at 717. This determination can be overturned only if the Board abused its discretion—that is, did not proceed legally, or if the determination is not supported by findings, or if the findings are not supported by substantial evidence. (*Ibid.*) “We review decisions regarding consistency with a general plan under the arbitrary and capricious standard. These are quasi-legislative acts reviewed by ordinary mandamus, and the inquiry is whether the decision is arbitrary, capricious, entirely lacking in evidentiary support, unlawful, or procedurally unfair. [Citations.] Under this standard, we defer to an agency’s factual finding of consistency unless no reasonable person could have reached the same conclusion on the evidence before it.” (*Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4<sup>th</sup> 777, 782.) “‘It is, emphatically, *not* the role of the courts to micromanage these development decisions.’ [Citation.] Thus, as long as the City reasonably could have made a determination of consistency, the City’s decision must be upheld, regardless of whether *we* would have made that determination in the first instance.” (*California Native Plant Society v. City of Rancho Cordova* (2009) 172 Cal.App.4<sup>th</sup> 603, 638.). The challenger has the burden of showing that the agency’s consistency determination was unreasonable. *Id.* at 639.

“[C]ourts accord great deference to a local governmental agency’s determination of consistency with its own general plan.” *San Franciscans Downtown Plan v. City of San Francisco* (2002) 125 Cal. Rptr. 2d 745, 759. “[T]he body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. [Citations.] Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan’s policies when applying them, and it has broad discretion to construe its policies in light of the plan’s purposes. [Citations.] A reviewing court’s role is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies.’ [Citation.]” *Save Our Peninsula Committee v. Monterey County* (2001) 87 Cal.App.4<sup>th</sup> 99, 142.

The programs and mitigation measures listed in Master Resolution Section 8.02.020 generally only require that those programs and measures be included in the applicable general plan or be considered during development entitlement reviews. Section 8.02.020 does not require full implementation of all of these programs and measures as a condition for either consistency certifications or development entitlement approvals. Most of those programs and measures are also stated in relatively subjective and flexible terms, generally qualified by terms such as “encourage” or “appropriate.” Only some of the programs and measures are described in more specific, prescriptive or proscriptive, language.

## **B. Appeals of Project-Level Entitlements**

The certification of local general plans generally transfers land use entitlement authority to the local jurisdiction, subject to appeals to the FORA Board:

Except for appeals to the board, as provided in Section 67675.8, after the portion of a general plan applicable to Fort Ord has been certified and all implementing actions<sup>7</sup> within the area affected have become effective<sup>8</sup>, the development review authority shall be exercised by the respective county or city over any development proposed within the area to which the general plan applies.

Government Code Section 67675.6(a). The Authority Act further provides:

Subject to the consistency determinations required pursuant to this title, each member agency with jurisdiction lying within the area of Fort Ord may plan for, zone, and issue or deny building permits and other development approvals within that area. Actions of the member agency pursuant to this paragraph may be reviewed by the board on its own initiative, or may be appealed to the board.

Government Code Section 67675.8(b)(2).

The corresponding provision in the Master Resolution, Section 8.01.030, states that:

After the portion of a general plan applicable to Fort Ord Territory has become effective, development review authority within such portion of territory shall be exercised by the land use agency with jurisdiction lying within the area to which the general plan applies. Each land use agency may issue or deny, or conditionally issue, development entitlements within their respective jurisdictions so long as the land use agency has a general plan certified pursuant to Section 8.01.020 and the decisions issuing, denying, or conditionally issuing development entitlements are consistent with the adopted and certified general plan, the Reuse Plan, and is in compliance with CEQA and all other applicable laws.

After the BRP has been adopted, “no local agency shall permit, approve, or otherwise allow any development or other change of use within the area of the base that is not consistent with the plan as adopted or revised pursuant to [the Authority Act].”

Government Code Section 67675.8(b). However, this project-level consistency review only occurs if an appeal is filed or the board reviews the action on its own initiative. Id.

The Master Resolution describes the standards to be applied to development entitlement consistency determinations in Section 8.02.030(a):

(a) In the review, evaluation, and determination of consistency regarding any development entitlement presented to the Authority Board pursuant to Section

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<sup>7</sup> The Authority Act does not define the term “implementing actions.” The Master Resolution likewise does not define or make reference to “implementing actions,” including in Section 8.01.030(a), which is the provision of the Master Resolution corresponding to this section of the Authority Act.

<sup>8</sup> All that is required is that the implementing actions “have become effective . . .” The term “effective” means “ready for service or action” or “being in effect.” Websters-Merriam Online Dictionary.

8.01.030 of this Resolution, the Authority Board shall withhold a finding of consistency for any development entitlement that:

**(1) Provides an intensity of land uses, which is more intense than that provided for in the applicable legislative land use decisions, which the Authority Board has found consistent with the Reuse Plan;**

**(2) Is more dense than the density of development permitted in the applicable legislative land use decisions which the Authority Board has found consistent with the Reuse Plan;**

(3) Is not conditioned upon providing, performing, funding, or making an agreement guaranteeing the provision, performance, or funding of all programs applicable to the development entitlement as specified in the Reuse Plan and in Section 8.02.020 of this Master Resolution and consistent with local determinations made pursuant to Section 8.02.040 of this Resolution.

**(4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority.**

(5) Does not require or otherwise provide for the financing and installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the applicable legislative land use decision.

(6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan.

(7) Is not consistent with the Highway 1 Scenic Corridor design standards as such standards may be developed and approved by the Authority Board.

(8) Is not consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution.

(Emphasis Added). Under subparagraphs (1) and (2) of this provision of the Master resolution, the intensity of land uses and the density of those uses are measured for consistency against the certified general plan. Under subparagraph (4), more general questions of conflict or compatibility are measured against the BRP.

As a result, local development entitlements can still proceed without revisions to the BRP, even if the land uses and densities differ from those identified in the BRP's land use map, so long as those uses and densities are consistent with the certified general plan and the project satisfies the more general provisions of the BRP and Master Resolution, as supported by substantial evidence in the record.<sup>9</sup>

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<sup>9</sup> There is also a provision in Sub-Section 8.01.010(h) of the Master Resolution stating that:

### III. EVALUATION OF THE SEASIDE GENERAL PLAN CONSISTENCY CERTIFICATION AND EAST GARRISON – PARKER FLATS “LAND SWAP”

#### A. Seaside General Plan Consistency Certification

The Seaside General Plan was certified by the FORA Board in 2004 as being consistent with the BRP. The Seaside General Plan itself was supported by an Environmental Impact Report under CEQA, which the FORA Board utilized as a responsible agency under the Master Resolution. Detailed findings were also made by Seaside under CEQA. The FORA Board’s action was also supported by extensive additional documentation submitted by the City of Seaside, including a staff report evaluating consistency with the BRP and compliance with the Master Resolution. In certifying the Seaside General Plan as consistent with the BRP, the FORA Board appropriately relied on these submissions.

The FORA Staff Report on the Seaside General Plan action applied the appropriate legal standards under the Authority Act and the Master Resolution. November 19, 2004 Agenda, Item 7d. Specifically, the Staff Report recognized that: “there are thresholds set in the resource-constrained BRP that may not be exceeded, most notably 6101 new

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No development shall be approved by FORA or any land use agency or local agency after the time specified in this subsection [i.e., no later than January 1, 2013] unless and until the water supplies, wastewater disposal, road capacity, and the infrastructure to supply these resources **to serve such development have been identified, evaluated, assessed, and a plan for mitigation has been adopted** as required by CEQA, the Authority Act, the Master Resolution, and all applicable environmental laws.

(Emphasis Added). Note that this provision does not require consideration of infrastructure beyond that needed for the particular project, and that it also does not require that the infrastructure have been completed at the time of the decision.

Master Resolution Sub-Section 8.02.020(a) states that:

Prior to approving any development entitlements, each land use agency shall act to protect natural resources and open spaces on Fort Ord territory by **including** the open space and conservation **policies and programs** of the Reuse Plan, applicable to the land use agency, **into their respective general, area, and specific plans**.

(Emphasis Added). Master Resolution Sub-Section 8.02.040 includes a similar but somewhat differently worded limitation:

No development entitlement shall be approved or conditionally approved within the jurisdiction of any land use agency until the land use agency has taken **appropriate action**, in the **discretion** of the land use agency, to adopt the programs specified in the Reuse Plan, the Habitat Management Plan, the Development and Resource Management Plan, the Reuse Plan Environmental Impact Report Mitigation and Monitoring Plan and this Master Resolution applicable to such development entitlement.

(Emphasis Added).

residential housing units, and a finite water allocation.” *Id.*, page 2. The Seaside General Plan was evaluated in detail in relation to these constraints.

The supporting materials also included an analysis of ten specific differences in the land use designations for specific parcels in the Seaside General Plan as compared to the BRP. Those materials acknowledged that the intensities and density of land uses for those specific parcels differed from the BRP, but that the changes reflected a shift in uses and densities rather than an overall change as compared to the BRP. The supporting materials adequately supported the FORA Board’s conclusions.

If FORA’s consistency certification for the Seaside General Plan had been challenged, it would have been reviewed under very deferential standards as described above. Of course, the applicable statutes of limitation have passed as discussed in footnote 1 above. However, even if they had not, we conclude that FORA’s certification action would likely have been upheld by a reviewing court if a challenge had been brought.

#### **B. East Garrison - Parker Flats “Land Swap”**

In 2005, FORA entered into a memorandum of understanding with the U.S. Army, Bureau of Land Management, County of Monterey, and Monterey Peninsula College providing for a shift in land uses between the East Garrison and Parker Flats regions. Specifically, a public safety officer training facility was moved to the Parker Flats region from the East Garrison region of former Ford Ord, and residential land uses were moved to the East Garrison region from Parker Flats. This action has been described as the East Garrison – Parker Flats “Land Swap.” From a land use perspective, the anticipated uses were in effect modified in these two areas located in Monterey County.

The land swap was supported by an “Assessment East Garrison – Parker Flats Land Use Modifications Ford Ord, California” prepared by Zander Associates in May 2002 (“Assessment”). The Assessment primarily evaluated the effects of the land swap on the “Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord.” (“HMP”). The Assessment concluded that: “The goals, objectives and overall intent of the HMP would not be altered and the protections afforded those species addressed in the HMP . . . would not be reduced as a result of the proposed modifications.” Assessment, page 1. In fact, the Assessment concluded that the net effects of the land swap on habitat would be beneficial.

The land swap itself was a somewhat novel action not directly contemplated by the Master Resolution. However, the Assessment considered consistency with the BRP and concluded that the modifications for East Garrison would generally conform by providing a mixed-use development plan with a central core village theme. Assessment at 9. Likewise, the Assessment concluded that the land swap would only result in minor adjustments to Parker Flats land uses. *Id.* at 11. Overall, the land swap reflected a shift in uses and densities, rather than a significant change in comparison to the overall BRP.<sup>10</sup>

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<sup>10</sup> Subsequently the land swap was recognized through the certification of Monterey County’s East Garrison Specific Plan.

#### **IV. PROSPECTIVE RECOMMENDATIONS, INCLUDING CEQA COMPLIANCE**

FORA has not revised the BRP land use map to reflect the differences between that map and most of the certified general plans that have been considered to date. Similarly, the East Garrison – Parker Flats land swap and associated East Garrison Specific Plan consistency approval is not reflected in revisions to the BRP map. In the December, 2012 Final Reassessment Report, under “Category II,” a number of potential revisions to the BRP land use map were identified in order to update that map to reflect the uses and densities reflected in consistency certifications and other FORA actions such as the land swap that have occurred since the BRP was adopted. In order to provide a more usable document, FORA is considering updating the BRP’s land use map.

Our July 3, 2013 memorandum discussed the actions recommended in connection with potential BRP revisions. The recommendation in that memorandum still applies – that an initial study be prepared to evaluate the environmental effects of those revisions in comparison to the analysis in the BRP EIR (as well as other EIRs supporting FORA actions such as the consistency determinations). As stated in our July 3 memorandum, the ultimate CEQA compliance obligations will need to be based on the specifics of the BRP revisions adopted, which can best be evaluated through an initial study considering the resulting environmental effects in relation to the existing CEQA documentation.

Interested Consultants  
Distributed via email

**Re: Request for Professional Proposals (RFP) to complete Initial Study of Category 1 and 2 items identified during the Fort Ord Reuse Plan Reassessment for consideration under CEQA**

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 Reuse Plan (Reuse Plan) was adopted in 1997.

FORA adopted the Reuse Plan as the official local regional plan to enhance and deliver promised economic recovery, while protecting designated natural resources.

The Reuse Plan underwent a comprehensive reassessment process that concluded in December 2012. The reassessment process was a community-wide regional 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 (**Attachment A**). The Post Reassessment Advisory Committee (PRAC) was charged with reviewing Categories 1 and 4 options from the Reuse Plan reassessment report and offered recommendations on Category 1 text corrections (**Attachment B**) and figure corrections (**Attachment C**).

FORA hired special land use counsel Alan Waltner to review Category 2 modifications and recommend an approach. Mr. Waltner completed two memoranda (**Attachment D**), recommending that FORA hire a consultant to complete an Initial Study of Category 1, 2a, 2b, 2c, and 2d items (Table 1) for consideration under CEQA and, based on the initial study, perform appropriate CEQA on Category 1 and 2 items prior to Board consideration of Reuse Plan changes.

*Table 1. Category 1 & 2 Reuse Plan Reassessment recommended corrections.*

<i>Category</i>	<i>Topics</i>
1	<b>Reuse Plan Corrections &amp; Updates</b>
	Text Corrections
	Figure Corrections
2	<b>Prior Board Actions &amp; Regional Plan Consistency</b>
	a. Land Use Concept Map modifications based on prior FORA Board Consistency Determinations (map "re-publication" based on prior approvals)
	b. Land Use Concept Map modifications based on other actions
	c. Modify circulation related maps and text in the Reuse Plan and modify Capital Improvement Program (CIP)
	d. Reuse Plan Modifications regarding consistency with Regional and Local Plans

This RFP invites you to submit proposals for completion of an Initial Study of Category 1 and 2 changes listed above for consideration under CEQA and, based on the initial study, perform appropriate CEQA on Category 1 and 2 items prior to Board consideration of Reuse Plan changes.

RFP submittals will be evaluated on the following factors:



- 1) Demonstrated ability to competently and efficiently complete CEQA process for complex land use issues
- 2) 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)
- 3) Merits of materials included in your proposal

Submitted proposals must be structured to address the skills, experience, and abilities needed to complete the required CEQA processes, as generally described in the attached Scope of Work. In your proposal, FORA requests that you provide:

- 1) A proposal describing how your firm will complete this work (20 pages or less),
- 2) Work completion timelines (Note: two timelines are required - one assuming an Initial Study and Mitigated Negative Declaration will be prepared and another one assuming an Initial Study and Environmental Impact Report will be prepared),
- 3) Proposed costs for completing work (Note: two cost estimates are required - one assuming an Initial Study and Mitigated Negative Declaration will be prepared and another one assuming an Initial Study and Environmental Impact Report will be prepared),
- 4) Qualifications,
- 5) Examples of relevant experience providing similar services, and
- 6) Three recent client references.

Submitting consultants must provide proposals to FORA as specifically described herein by **5:00 PM on Friday, October 31, 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 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 proposals.

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#### General Scope of Work

The FORA Board has identified Category 1 & 2 items within the Final Reuse Plan Reassessment Report that require completion of a CEQA process.

#### Deliverables:

- a) After reviewing Category 1 text and figure corrections in the final reassessment report and specific recommendations offered by the PRAC, compile the text and figure corrections in final form for use in the initial study. This deliverable will require retention of original Reuse Plan figures for historical purposes and create 15 corrected figures. The consultant will use **Attachments A, B, and C** to support completion of this deliverable.
- b) Based on review of Category 2 final reassessment report considerations and Special Counsel Alan Waltner's memoranda, complete modifications to Figure 3.3-1 Land Use Concept Ultimate Development based on prior FORA Board Consistency Determinations and other actions for use

- in the initial study. The consultant will use **Attachments A and D** and receive advice from Special Counsel Alan Waltner to support completion of this deliverable.
- c) Complete modified circulation related maps and text in the Reuse Plan for use in the initial study. The consultant will use **Attachment A** and receive advice from Special Counsel Alan Waltner to support completion of this deliverable.
  - d) Review proposed modifications regarding consistency of Regional and Local Plans (**Attachment E**). Create a final version of modifications regarding consistency of Regional and Local Plans for use in the initial study.
  - e) Document steps taken in completing deliverables a) through d) and present these deliverables to the FORA Board.
  - f) Complete an Initial Study under CEQA of deliverables a) through d).
  - g) Present findings in a presentation and written report.
  - h) Complete up to 5 iterations of the Reuse Plan Figure 3.3-1, Land Use Concept Ultimate Development map, and provide original GIS files to FORA staff.
  - i) Pending outcome of the Initial Study, complete appropriate CEQA on Category 1 and 2 items prior to Board consideration of Reuse Plan changes.
  - j) Complete all necessary CEQA documentation and present to FORA Board for consideration.

Desirable Qualifications:

- a) Demonstrated expertise in completing CEQA documentation
- b) Demonstrated ability to produce geographic information system data including delivery of FGDC compliant metadata
- c) Familiarity with Fort Ord Reuse Plan, planning context, and Reuse Plan Reassessment
- d) Ability to present complex land use issues in public forums
- e) Demonstrated ability to work effectively within a multi-stakeholder environment including government agencies

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	City of Del Rey Oaks Land Sales Transaction	
<b>Meeting Date:</b>	October 10, 2014	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	8e	

### RECOMMENDATION(S):

- i. Receive a land sales transaction summary report (**Attachment A, placeholder**).
- ii. Authorize the Executive Officer to execute Amendment #1 to the Del Rey Oaks/FORA Insurance Repayment Agreement (DRO/FORA Repayment Agreement) (**Attachment B, placeholder**).

### BACKGROUND/DISCUSSION:

The City of Del Rey Oaks (Del Rey Oaks) recently completed a land sales transaction for 73 acres and an Option Agreement for the future sale of 268 acres of its former Fort Ord lands with developer Monterey Peninsula Properties, LLC. FORA received approximately \$1.2 million for the 73 acres transaction and anticipates receiving approximately \$7.5 million for the future 268 acres transaction in accordance with the FORA-Del Rey Oaks Implementation Agreement's 50/50 land sales proceeds sharing terms.

FORA and Del Rey Oaks staff prepared Amendment #1 to the DRO/FORA Repayment Agreement to pro-rate Del Rey Oaks' outstanding PLL insurance payments to FORA to coincide with the current and anticipated land sales transactions, 21 percent (73 acres/341 total acres) of the balance will be paid currently and 79 percent (268 acres/341 total acres) of the balance will be paid when the developer exercises the Option Agreement to purchase the remaining 268 acres.

### FISCAL IMPACT:

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

FORA received approximately \$1.2 million for sale of 73 acres. FORA will receive approximately \$7.5 million for the future sale of 268 acres. Should the Board authorize Amendment #1 to the DRO/FORA Repayment Agreement it will result in immediate payment of \$162,441 (21% of the outstanding balance) and future payment of \$583,155 (79% of the outstanding balance) plus accrued interest (5%) within the next 3 years. The staff time for this item is included in the approved FORA budget.

### COORDINATION:

City of Del Rey Oaks, Administrative and Executive Committees.

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

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

# **Placeholder for Item 8e – Attachment A**

**City of Del Rey Oaks Land Sales  
Transaction Summary**

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

# **Placeholder for Item 8e – Attachment B**

**City of Del Rey Oaks Land Sales  
Transaction Summary**

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

# **Placeholder for Item 8f**

**Approve Executive Officer Compensation Adjustment**

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**This item is pending Executive Committee consideration  
and will be included in the final Board packet.**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BOARD REQUESTED REPORTS

**Subject:** Update on Prevailing Wage Compliance

**Meeting Date:** October 10, 2014

**Agenda Number:** 8g

**INFORMATION**

### RECOMMENDATION:

Receive a report regarding prevailing wage requirements and enforcement on the former Fort Ord.

### DISCUSSION:

Over the years, the Fort Ord Reuse Authority (FORA) Board has received several presentations regarding the applicability and enforcement of prevailing wage on the former Fort Ord. Recently, the FORA Board and staff received correspondence from an organized labor representative indicating concern regarding enforcement of the prevailing wage requirement within the City of Marina (**Attachment A**). A letter has been sent to the Marina City Manager requesting his assistance in resolving the matter and his assurance that the jurisdiction is adhering to the policy (**Attachment B**). We look forward to a swift resolution of this matter, but it does present an excellent opportunity to review the prevailing wage requirement and both FORA's and the jurisdictions' role in enforcement.

### BACKGROUND:

Adoption of prevailing wage as a base-wide policy originally surfaced during the legislative debates around the creation of FORA. While the FORA enabling legislation did not include provisions for prevailing wage, the initial FORA Board meeting explored the policy question in the exchanges about adoption of a procurement code. In fact, the FORA Board's first action in setting prevailing wage policy occurred on July 14, 1995, with the adoption of Ordinance No. 95-01. This Ordinance established FORA's Procurement Code, which requires prevailing wage to be paid to all workers employed on FORA's construction contracts. The FORA Master Resolution was adopted on March 14, 1997. Article 3.03.090 of the Master Resolution requires that prevailing wage be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan.

Discussion regarding application of prevailing wage continued and was included in Base Reuse Plan compliance actions through 2006, when the Board engaged in further policy clarification actions. In August 2006, the Board received a status report on the jurisdiction's efforts to adopt and implement prevailing wage policies consistent with Chapter 3 of the Master Resolution. That report was the result of FORA Executive Committee and Authority Counsel's examination of FORA's role in implementing prevailing wage policies on the former Fort Ord. Since 2006, the FORA Board has heard compliance concerns expressed by the Labor Council, received several additional reports, slightly modified a section of Chapter 3 of the Master Resolution, and directed staff to provide information to the jurisdictions about compliance. In September 2013, FORA Executive Officer provided an informational overview of prevailing wage requirements on the former Fort Ord. Attached to this report is PowerPoint presentation which attempts to further clarify prevailing wage policy implementation and enforcement (**Attachment C**).

**FISCAL IMPACT:**

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

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

**COORDINATION:**

FORA Board, FORA Authority Counsel

DRAFT

Prepared by \_\_\_\_\_  
Robert J Norris, Jr.

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



From: Ron Chesshire  
Sent: Sep 24, 2014 8:16 AM  
To: Chris Burditt , andy Hartmann , [farleyassoc@jps.net](mailto:farleyassoc@jps.net)  
Cc: Sakata Mel , [bdelgado62@gmail.com](mailto:bdelgado62@gmail.com), frank O'Connell , [davidwaynebrown@aol.com](mailto:davidwaynebrown@aol.com),  
[nancyamadeo@gmail.com](mailto:nancyamadeo@gmail.com), cesar Lara , "glenschall >> Glen Schaller" , [michael@fora.org](mailto:michael@fora.org),  
[board@fora.org](mailto:board@fora.org)  
Subject: Re: FW: The Promontory at Marina

For all - I will attempt to put into context the reason for my email. In short Ms Sarah Farley who does Labor Compliance and was working on behalf of the Electricians IBEW 234 when inquiring as to obtaining certified payrolls to determine if prevailing wages were being paid on the Promontory project was told by AMCAL's attorney to go pound salt and also was told there was no legal basis for her to request the certified payrolls. The jurisdictions within the area of projects must stop the practice of letting developers select their own compliance groups because it is the equivalent of letting "Dracula guard the blood bank". FORA has determined that compliance must be carried out during the course of a project. I believe it is time that FORA not issue a consistency determination until it is determined that a reputable, neutral, 3rd party compliance firm is contracted by developers. What is and has been taking place in most cases within FORA's jurisdiction is a SHAM, is not providing protection for workers and business', and is costing our community instead of benefiting it as originally hoped for by workers, business, and the decision makers at FORA. I am extremely disturbed that this childish pursuit of trying to get away with something continues and the lack of oversight and enforcement is almost non existent. WHY? Ron Chesshire

On 9/23/2014 11:22 PM, Ron Chesshire wrote:

Ms Farley, please send the attached to AMCAL and tell them we are prepared to take them to court if they want to be stubborn. They may try to say the court case only applies to East Garrison and Cypress Marina Heights but we are more than ready to accommodate the Promontory as another example of how the Court interprets all such work within the jurisdiction of FORA. Note the 6th Dist Court of Appeals decision. I remain disappointed as to the City of Marina's lack of concern, position, and inaction regarding the theft of wages and benefits due workers. You would think after all we have been through they would get it by now. Maybe the Council and staff should be named if any future action is necessary? This would be unfortunate since some of them "get it" but for those that don't I guess we will have to explain one more time? Also FORA has a stake in this even though they may not have direct enforcement authority in this matter unless Marina doesn't act. We may have to ask the Court to shut the project down until the issue is resolved? Mushi Mushi - Sensei Sakata, please inform me as to what transpired with your inquiry regarding the Promontory Project. College town or no College town the BS has to stop. Ron C.



# 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)

September 25, 2014

Layne Long, Marina City Manager  
City Hall  
211 Hillcrest Avenue  
Marina, CA 93933

## **RE: FORA Prevailing Wage Policy Compliance**

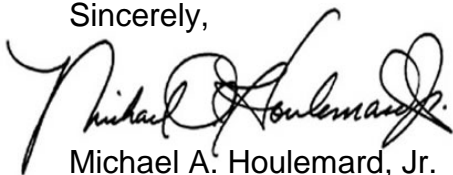
Dear Mr. Long:

Fort Ord Reuse Authority (FORA) Board and staff recently received correspondence from Ron Chesshire noting that Promontory developer AMCAL denied an International Brotherhood of Electrical Workers (IBEW) local 234 request for certified payrolls to review the project's compliance with prevailing wage requirements. As part of the City of Marina's (Marina's) consistency determination for the Promontory project (certified as consistent on August 9, 2013), Marina stated that "the project applicants, AMCAL Equities, LLC and Coleraine Capital Group are required to pay a prevailing wage consistent with Section 3.03.090 of the FORA Master Resolution." The FORA Board certified the project as consistent with the understanding that Marina would enforce FORA prevailing wage requirements.

Although FORA's enforcement leverage diminishes after granting consistency and conveying the property, Marina and AMCAL both agreed during the consistency determination process to comply with FORA prevailing wage requirements. Gathering and making available the appropriate records of compliance is clearly the responsibility of Marina and AMCAL. Lack of compliance could also affect future FORA consistency determinations in Marina. Mr. Chesshire's reference to prior litigation reinforces the fact that prevailing wage requirements and record sharing compliance is certainly relevant, but it is hoped that Marina and AMCAL can resolve the issue before commencement of a legal process.

Please confirm in a written response to this letter by October 9, 2014 that Marina has and will comply with your commitment to this prevailing wage requirement. If you have any questions or concerns regarding this matter, please contact Assistant Executive Officer Steve Endsley at (831) 883-3672.

Sincerely,



Michael A. Houlemard, Jr.  
Executive Officer



## Fort Ord Prevailing Wage *Application and Enforcement*

Fort Ord Reuse Authority

### Prevailing Wage - Definition



The hourly wage, including benefits and overtime, paid to the largest group of, laborers, mechanics, and tradesmen within a particular region.

Prevailing Wage (PW) Rate law is based upon the premise that government is a major public client in the local economy and should use its buying power and state contract law to provide adequate wages.

## Prevailing Wage In California

- California Labor Code establishes PW requirements for public works projects.
- "Public works" includes, "construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds." (Labor Code § 1720)
- The general prevailing rate of hourly wages is determined by the California Department of Industrial Relations.
- California is divided into Northern and Southern regions. (Monterey County is in Area 2 of Northern California)

## Prevailing Wage - FORA History

<b>Jul. 1995</b>	FORA Procurement Code Adopted (Ord. 95-01)
<b>Apr. 1996</b>	FORA Master Resolution – Chapter 3
<b>Mar. 2006</b>	FORA Counsel Clarifies PW Policy
<b>Jul. 2006</b>	Trades Council Requests PW Reports
<b>Oct. 2006</b>	FORA Counsel Opinion – PW Enforcement
<b>Nov. 2006</b>	Executive Committee/Board PW Review
<b>Nov. 2006 - Jan. 2007</b>	FORA Board Debates PW Policy
<b>Feb. 2007</b>	Trades Council Sues for PW Enforcement
<b>Feb. 2007</b>	Special PW Board Workshop
<b>Mar. 2007</b>	Master Resolution Amendment (Res. 07-4) – Clarifies 1 <sup>st</sup> Generation Construction

## FORA Master Resolution Requirements

### 3.03.90 PREVAILING WAGES

- Shall be paid to all workers for 1<sup>st</sup> generation construction on parcels subject to the Base Reuse Plan.
- Applies to work performed under development entitlements and by contract with a FORA member agency, including their transferees, agents, successors-in-interest, developers or building contractors.
- Member agencies shall provide notice of the policy in all contracts and deeds.
- FORA determines member agency compliance through consistency determinations (Master Resolution Chapter 8).

## FORA Master Resolution Exceptions

### 3.03.90 PREVAILING WAGES

*"In addition to the exceptions enumerated...in §1.01.050...this policy does not apply to:*

- FORA/member jurisdiction construction workforce.
- Developer full-time employee construction work, unless performing work of a contractor.
- Post-occupancy permit construction improvements.
- Affordable housing as exempted under California law.
- Facilities constructed for charitable purposes and owned by a 501(c)(3) non-profit organization."

## How is Prevailing Wage Applied?

- All FORA bid documents contain information regarding the applicability of PW rates, either state or federal.
- Bidders are also informed that the applicable PW rate applies to all subcontractors performing work valued at more than 5% of the total contract.
- PW rates apply to workers assigned to the contracted project, and do not extend to workers who are ancillary to the construction (e.g., drivers delivering materials).

## Enforcement

FORA is the enforcement agency for contracts to which FORA is a direct party. The member agency is responsible for enforcement of all other contracts.

### **FORA Enforcement Measures:**

- During construction, contractors submit monthly certified payroll(s) for their labor force and that of each subcontractor.
- FORA compares # of workers to the certified payroll(s) and ensures compliance with the current PW rate per trade.
- Failure of the contractor/subcontractor to meet prevailing wage obligations is addressed in several ways, from issuance of a Correction Notice to referral to the Department of Industrial Relations for action and resolution.

## FORA Board Report Example



### FORT ORD REUSE AUTHORITY BOARD REPORT

#### NEW BUSINESS

Subject:

Consistency Determination: The Promontory at California State University, Monterey Bay

Meeting Date:

August 9, 2013

Agenda Number:

7a

INFORMATION/ACTION

*(9) Is not consistent with FORA's prevailing wage policy, section 3.03.090 of the FORA Master Resolution.*

The submittal does not modify prevailing wage requirements for development within Marina's former Fort Ord footprint.

## Reference Documents



- California Labor Code (Sections 1720-1743)
- California Health & Safety Code (past)
- Jurisdictional Requirements
- FORA Resolution #07-4 (PW Policy)
- FORA Master Resolution
- FAQs on FORA website at [www.fora.org](http://www.fora.org)

# **Placeholder for Item 8h**

**Marina Coast Water District Presentation -  
Ord Community Water Demands**

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**This item relies on information being presented and discussed at the October 1<sup>st</sup> Water/Wastewater Oversight Committee meeting and will be included in the final Board packet.**



# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Appeal of Marina Coast Water District Determination - Bay View Community Annexation	
<b>Meeting Date:</b>	October 10, 2014	<b>ACTION</b>
<b>Agenda Number:</b>	8i	

### RECOMMENDATION(S):

Consider Appeal from Bay View Community

### BACKGROUND/DISCUSSION:

This item was requested by legal counsel for the Bay View Community (**Attachment A**). A full report on this item will be included in the final Board packet.

### 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 \_\_\_\_\_  
Lena Spilman

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

**ANTHONY LOMBARDO & ASSOCIATE**  
A PROFESSIONAL CORPORATION

**Attachment A to Item 8i**  
**FORA Board Meeting, 10/10/14**

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
DEBRA GEMGNANI TIPTON

450 LINCOLN AVENUE, SUITE 101  
SALINAS, CA 93901  
(831) 751-2330  
FAX (831) 751-2331

September 18, 2014

Jerry Edelen, Chair  
FORA Executive Committee  
920 2nd Ave. Suite A  
Marina, CA 93933

Re: Bay View Community Appeal

Dear Chair Edelen:

I am writing you at the direction of your counsel, Jon Giffen, regarding the appeal filed by Bay View Community on May 17, 2012, of the determination made by the General Manager of the Marina Coast Water District not to accept the Bay View Community's water system ownership and maintenance and billing responsibilities for the 223 existing homes in the development. A copy of that appeal is attached.

Over two years after the appeal was filed and more than one appearance at the FORA Executive Committee, your counsel has raised a question as to whether FORA has jurisdiction over this appeal.

Notwithstanding the unusual nature of this issue being raised two years after the appeal was filed with FORA and after your previous counsel reviewed the matter, I am writing to provide the justification for FORA having jurisdiction over the appeal and to request that the executive committee set this appeal for hearing at the next available FORA Board Meeting since this matter has been pending before the FORA Board for over two years.

As you may recall, the matter was scheduled for hearing earlier this year. Staff and the Executive Committee recommended the FORA Board granting the appeal on modified terms (a copy of the FORA staff report is attached). At no point up to now has there ever been an issue as to whether the FORA Board has jurisdiction over this appeal. At the staff's request, the appellant negotiated with Marina Coast General Manager terms to resolve the appeal which we did and was confirmed in writing to FORA Executive Director only to have the Marina Coast Water District Board of Directors repudiate the General Manager's agreement.

In response to the question raised by your counsel regarding jurisdiction, the Board of FORA has jurisdiction over complaints regarding the operation of Marina Coast Water District's facilities and any decision of the Marina Coast Water District General Manager in regards to that operation may be appealed to the FORA Board (see section 5.1.3 of the Water/Wastewater Facilities Agreement between FORA and Marina Coast Water District). Specifically, section 5.1.1 of the Facilities Operation Agreement requires Marina Coast Water District to operate the water facilities in Fort Ord in accordance with policies established by the FORA Board.

Jerry Edelen  
September 18, 2014  
Page 2

As these policies relate to Bay View property, they are described in detail in the January 4, 2002 agreement between FORA, Marina Coast Water District and the City of Seaside. This agreement postdates the original Water/Wastewater Agreement dated 1998 and contains additional obligations of Marina Coast Water District as it relates to service of water to Bay View. This agreement states that FORA has adopted a policy that all existing and future development on the former Ford Ord will be treated in an equitable basis. The agreement then goes on to describe that Bay View (the appellant) will be served "under the same terms and conditions as other existing developments within the City (Seaside) and the FORA development area." The document goes on further to state that Bay View would be charged the same rate for water as Marina Coast Water District charges other former Fort Ord users.

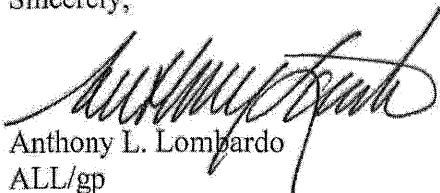
As detailed in the appeal filed two years ago by Bay View to the FORA Board, Marina Coast Water District is discriminating against Bay View in at least the following manner:

1. Unlike all other residential customers in the City of Seaside, Bay View is double metered with an 8" pre-meter and 223 individual meters on the individual homes.
2. Marina Coast Water District has refused to accept ownership of the water system within the Bay View project therefore breaching the January, 2002 agreement by failing to serve Bay View under the same terms and conditions other residential development in the City of Seaside.
3. Bay View residents are charged a higher rate for water than other customers in the City of Seaside because they are required to pay individual metered water bills and subsequently are also required to pay their proportionate share of the water billed through the 8" meter at a much higher water rate than the basic residential consumption water rate.

The January, 2002 agreement is clearly an amendment to the original 1998 Water Facilities Agreement and provides the contractual and legal basis for FORA to have jurisdiction over this appeal.

Appellant respectfully requests that this matter be set at the earliest available FORA meeting date.

Sincerely,



Anthony L. Lombardo  
ALL/gp

cc: Jon Giffen, Esq.  
client

Enclosures

**ANTHONY LOMBARDO & ASSOCIATES**

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
LINDA NEFF SUNDE

450 LINCOLN AVENUE, SUITE 101  
P.O. BOX 2830  
SALINAS, CA 93902  
(831) 751-2330  
FAX (831) 751-2331

May 17, 2012

File No. 03138.001

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)

# 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>	March 14, 2014	<b>ACTION</b>
<b>Agenda Number:</b>	9b	

### 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 representative Anthony Lombardo 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. At this time, Bay View Community representatives request that their appeal of MCWD's denial be presented 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.

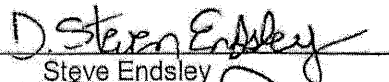
### COORDINATION:

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

Prepared by

  
Jonathan Garcia

Reviewed by

  
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.

- 4.2.2.5. Make recommendations pursuant to Article 7 of this Agreement, including recommendations regarding allocation of costs over benefitted properties.
- 4.2.2.6. Confirm adequacy of services provided.
- 4.2.2.7. Review the annual financial statement and MCWD audit to affirm that results achieved comport with expectations of FORA.
- 4.2.2.8. Evaluate annually the performance of MCWD in accordance with this Agreement.
- 4.2.2.9. Advise on short and long term financial planning and fiscal management.
- 4.2.2.10. Assure that the facilities are complimenting implementation of the reuse plan.

4.2.3. Evaluation Criteria. The Committee will use the following criteria in evaluating MCWD's performance under this Agreement:

- 4.2.3.1. Timely development annually of operation and capital budgets.
- 4.2.3.2. Timely and accurate quarterly and annual financial reports.
- 4.2.3.3. Timely and accurate quarterly and annual operational reports.
- 4.2.3.4. Customer service orientation and MCWD's responsiveness to customer concerns, as shown in quarterly and annual reports of customer communications and responses.

## ARTICLE 5. FACILITIES OPERATION

### 5.1. MCWD RESPONSIBILITIES.

5.1.1. Operation. MCWD will operate the facilities in accordance with applicable laws, rules and regulations, and policies established by the MCWD Board and the FORA Board, and procedures adopted by MCWD staff after

consultation with the Committee. Unless this Agreement or any policy or procedure established pursuant to this Agreement provides otherwise, MCWD will operate the facilities in the same manner as MCWD operates similar facilities for other areas served by MCWD.

5.1.2. Communication and Reports. MCWD will communicate regularly with the Committee about the operation of the facilities, and will respond promptly to communications from FORA and the Committee. MCWD will deliver quarterly and annual operational reports to the Committee.

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.

5.1.4. Interconnection With MCWD Facilities. Interconnections currently exist between the facilities and MCWD's facilities. MCWD may improve interconnections between MCWD's facilities and the facilities, to provide for enhanced, conjunctive and concurrent use of all system facilities to serve the service area and other areas served by MCWD.

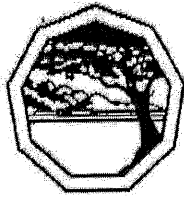
5.2. FORA RESPONSIBILITIES. FORA will cooperate with MCWD to establish policies for the operation and administration of the facilities and to facilitate operation and administration of the facilities to achieve the purpose of this Agreement as stated in section 2.3 of this Agreement. FORA will respond promptly to communications from MCWD about operation of the facilities. The FORA Board will deal promptly with appeals of complaints about MCWD's operation of the facilities.

### 5.3. JOINT RESPONSIBILITIES.

5.3.1. Groundwater Use. The parties will cooperate on MCWD's increased withdrawal of potable groundwater from MCWD's existing wells in the 900-foot aquifer by up to 1,400 acre-feet per year (afy), in compliance with law, to enable the increased withdrawals from 5,200 afy to 6,600 afy for use in the service area, as stipulated in paragraph 4.c. of the September 1993 Agreement between The United States of America and the Monterey County Water Resources Agency, and in paragraph 5.1.1.1 of the "Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands," recorded August 7, 1996, in Reel 3404 Page 749, in the Office of the Monterey County Recorder.

5.3.2. Groundwater Management. The parties will cooperate to further the conservation, management and protection of groundwater underlying the service area and groundwater used on the service area.





## 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.

Bay View/Brostrom: Commitment Re Water Resources & Service


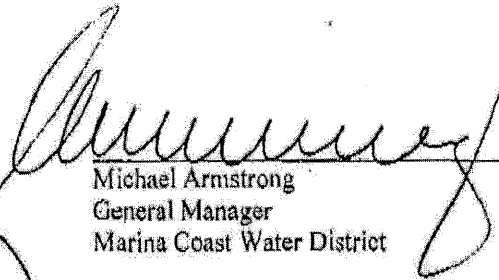
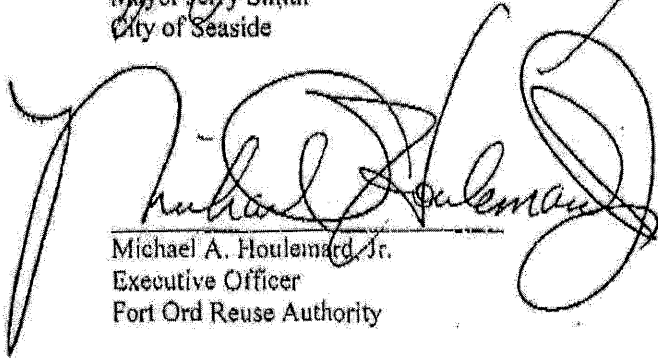
January 4, 2002

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. Houlemard, Jr.  
Executive Officer  
Fort Ord Reuse Authority

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

<b>Subject:</b> Outstanding Receivables	
<b>Meeting Date:</b> October 10, 2014 <b>Agenda Number:</b> 10a	<b>INFORMATION</b>

### RECOMMENDATIONS:

Receive a Fort Ord Reuse Authority (FORA) outstanding receivables update for August 2014.

### BACKGROUND/DISCUSSION:

Development Fee/Preston Park: In 1997, the U.S. Army and FORA entered into an interim lease for Preston Park. Preston Park consisted of 354 units of former Army housing within the jurisdiction of the City of Marina (Marina). Marina became FORA's Agent in managing the property. Marina and FORA selected Mid-Peninsula Housing Coalition to manage the property and lease it to tenants. In 1998, Mid-Peninsula completed rehabilitating Preston Park units and began leasing the property to the public. After repayment of the rehab loan, Marina and FORA have by state law each shared 50% of the net operating income from Preston Park.

The FORA Board enacted a base-wide Development Fee Schedule in 1999. Preston Park is subject to FORA's Development Fee Schedule overlay. In March 2009, the FORA Board approved the MOU between FORA and Marina whereby a portion of the Preston Park Development Fee was paid by the project. In 2009, Marina transferred \$321,285 from Preston Park, making an initial Development Fee payment for the project. The remaining balance is outstanding and is the subject of current litigation.

### FISCAL IMPACT:

All former Fort Ord projects are subject to either the developer fee overlay or the Community Facilities District fees to pay fair share of the California Environmental Quality Act required mitigation measures. In addition, the outstanding balance is a component of the Basewide Mitigation Measures and Basewide Costs described in Section 6 of the FORA Implementation Agreements. If any projects fail to pay their fair share it adds a financial burden to other reoccupied or development projects to compensate.

### COORDINATION:

Executive Committee

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_  
Ivana Bednarik Michael A. Houlemard, Jr.

# **Placeholder for Item 10b**

**Habitat Conservation Plan Update**

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Administrative Committee

**Meeting Date:** October 10, 2014

**Agenda Number:** 10c

**INFORMATION**

### RECOMMENDATION:

Receive a report from the Administrative Committee.

### BACKGROUND/DISCUSSION:

The approved September 10, 2014 Administrative Committee minutes will be included in the final Board packet.

### FISCAL IMPACT:

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

Staff time for the Administrative Committee is included in the approved annual budget.

### COORDINATION:

Administrative Committee

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_  
Lena Spilman Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Veterans Issues Advisory Committee

**Meeting Date:** October 10, 2014

**Agenda Number:** 10d

**INFORMATION**

### RECOMMENDATION:

Receive a report from the Veterans Issues Advisory Committee (VIAC).

### BACKGROUND/DISCUSSION:

The VIAC met on July 24, 2014. The approved minutes from that meeting are included as Attachment A.

### FISCAL IMPACT:

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

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

### COORDINATION:

VIAC

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

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



## FORT ORD REUSE AUTHORITY VETERANS ISSUES ADVISORY COMMITTEE REGULAR MEETING NOTES

3:00 p.m., Thursday, July 24, 2014 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

### 1. CALL TO ORDER AND ROLL CALL

Chair Jerry Edelen called the meeting to order at 3:00 p.m. The following were present, as indicated by signatures on the roll sheet:

VIAC Members:

Jerry Edelen, FORA Chair  
Edith Johnsen, Vets Families/Fundraising  
James Bogan, UVC  
Richard Garza, CCVFC  
Jack Stewart, CAC  
Wes Morrill, MCVAO  
CSM Andrew Wynn, POM  
Sid Williams, \*\*\*

FORA Staff:

Robert Norris  
Crissy Maras

Others:

Nicole Charles, Sen. Monning  
Eric Morgan, BLM  
Terry Bare, VTC

### 2. PLEDGE OF ALLEGIANCE

Chair Edelen asked Robert Norris to lead the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Edith Johnsen provided copies of a July 19<sup>th</sup> Monterey Herald guest commentary prepared by Steve Emerson requesting community support of the Central Coast Veterans Cemetery. Chair Edelen acknowledged that Eric Morgan from the Bureau of Land Management was in attendance.

### 4. PUBLIC COMMENT PERIOD

Terry Bare, Veterans Transition Center Executive Director, announced that the 2014 Veterans Stand Down event was scheduled for August 1<sup>st</sup> through 3<sup>rd</sup>. He noted that over 220 homeless veterans were registered to attend and an additional 50-100 walk-ins were expected. Over 350 volunteers had signed up, including doctors, dentists, veterinarians and legal experts, to provide services throughout the event. Mr. Bare thanked the Army for offering the location on Joe Lloyd Way.

Mr. Bare also announced that Senator Boxer's staff would be meeting at the VTC on August 7<sup>th</sup> for an orientation of VTC services.

### 5. APPROVAL OF MEETING MINUTES

- a. May 29, 2014 VIAC Minutes
- b. June 26, 2014 Meeting Notes

MOTION: Edith Johnsen moved, seconded by Jack Stewart, to approve the meeting minutes and notes as presented.

MOTION PASSED: Unanimous.

## **6. OLD BUSINESS**

### **a. California Central Coast Veterans Cemetery Status Report**

#### **i. Groundbreaking Ceremony Planning**

Senator Monning representative Nicole Charles reported that Senator Monning had convened a town hall meeting to answer questions about the CCCVC environmental study. She noted that approximately 90% of those in attendance were in support of the cemetery and that overall, it provided a great learning opportunity for the public.

FORA Principal Analyst Robert Norris announced that FORA is in the process of assembling the final cemetery escrow documents, including an Army requested letter from the Monterey Regional Water Resources Agency. The escrow closing schedule was provided to members, with an expectation that FORA would meet the August 14<sup>th</sup> deadline for delivery.

Regarding the groundbreaking ceremony, Jack Stewart noted that after a lot of research and several phone calls and emails, he had made contact with the family of the final founding cemetery group member. He was happy to announce that the entire family of the late Jack McDonough was eager to attend the ceremony. Chair Edelen asked that a VIP area be designated at the groundbreaking ceremony to formally acknowledge the efforts of the founding members: Jack McDonough, Charlie Hopper, Willie Williams, Mark Gibben and Jack Stewart. He noted that this would be an event of statewide and national significance. Mr. Stewart added that attendees would need a tentative ceremony date to begin making travel arrangements.

### **b. VA/DoD Veterans Clinic Status Report**

Mr. Norris noted that FORA has a standing request into the City of Marina for project schedule updates. Grading is underway with an expectation that steel construction would begin early August. Sid Williams added that conversations with the City of Marina regarding the clinic's use of the former parade ground flag pole might require FORA assistance. Committee members requested that flag pole updates be added to future agendas through resolution.

### **c. Identify Property for a former Fort Ord Museum**

Mr. Stewart reported that the Citizens Advisory Committee had been involved in the effort to locate property on the former Fort Ord that would be suitable to house equipment and other historical items in a museum style setting. Work on this effort is ongoing and future updates will be provided.

## **7. NEW BUSINESS**

### **a. Viet Nam War Commemoration**

CSM Andrew Wynn announced a 50-year commemoration event of the soldier's return from the Viet Nam war. He reported that the post would be open to all veterans, but that a specific focus would be on the Viet Nam veterans since they were never officially welcomed home. He noted that events such as TAPS, flags at half mast, and a moment of silence to honor fallen soldiers would take place and added that there is an opportunity for organizations to partner in various ways. The event will take place during the second week of May 2015 to coincide with Language Day.

## **8. ITEMS FROM MEMBERS**

Items were added to the calendar of events which appears on each VIAC agenda.

## **9. ADJOURNMENT**

Chair Edelen adjourned the meeting at 3:45 p.m.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Post Reassessment Advisory Committee

**Meeting Date:** October 10, 2014

**Agenda Number:** 10e

**INFORMATION**

### RECOMMENDATION(S):

Receive Post Reassessment Advisory Committee (PRAC) activity/meeting report.

### BACKGROUND/DISCUSSION:

The PRAC met on September 12. Staff presented an update on the highway signage process for the Fort Ord National Monument and Fort Ord Dunes State Park. Representatives from each of the land use jurisdictions are working directly with CalTrans to obtain signs. Members requested a Board presentation outlining this sign placement process and options, and asking for a letter supporting development of the Jerry Smith Corridor Trailhead.

Staff presented an update on Category III item progress as requested. An Oak Woodlands Working Group meeting was scheduled for Wednesday, 9/17/2014 to focus on cross-jurisdictional planning. Staff also reported on meeting progress with member jurisdictions regarding post-Reassessment policy and program updates, with the goal of having completed updates by the end of September.

Staff presented a powerpoint presentation focused on Development Opportunities and Challenges. The presentation outlined take-aways from 2 previous developer presentations, highlighted current trends affecting real estate and jobs, and outlined a strategic approach to economic recovery. Trail amenities as an element of Recreation/Tourism was included. Members recommended organization of a Fort Ord Regional Trails Symposium with a focus on Politics, Funding, Design and Transportation. California State University Monterey Bay (CSUMB) agreed to co-host the event at the University Center on Thursday, January 22, 2015. Members gave input on the presentation and staff made notes for a future revision. The next meeting of the PRAC was scheduled for Friday, September 26 from 9-10:30am.

Approved minutes from the September 12 meeting are attached (**Attachment A**).

### FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller \_\_\_\_\_

Staff time for this item is included in the approved FORA budget. Costs associated with Fort Ord Regional Trails Symposium were not anticipated in the approved 2014/2015 Reuse Plan Implementation budget. Staff will coordinate with potential partner agencies such as CSUMB and Transportation Agency for Monterey County (TAMC) to explore cost sharing for the event and provide a draft event budget for Board consideration at its November 14, 2014 meeting.

### COORDINATION:

PRAC, CSUMB, TAMC, Bureau of Land Management, Administrative and Executive Committees.

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

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

# **Placeholder for Item 10e Attachment A**

**Approved PRAC Minutes from 9/12/14**

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Regional Urban Design Guidelines Task Force

**Meeting Date:** October 10, 2014

**Agenda Number:** 10f

**INFORMATION**

### RECOMMENDATION(S):

Receive Regional Urban Design Guidelines (RUDG) Project Update

### BACKGROUND/DISCUSSION:

The Board approved the contract for RUDG services with Dover, Kohl & Partners at its August 8, 2014 meeting. Since then, the contract has been finalized and initial steps in the Scope of Work (**Attachment A**) are underway. On Monday September 22, the consultant team engaged a Start-up meeting with the RUDG Task Force from 1:00 to 3:00 pm. The goals of the meeting were to ensure that: 1) necessary steps are being taken for an effective project launch, 2) the consultant and stakeholders begin interacting to better enable a quality outcome, and 3) sufficient background information/data/guidance is provided to the consultant team.

The meeting was well attended with Board and Committee members, partner agency representatives and members of the public. Discussion centered on the forthcoming process including details about the Site Visit and Charrette. Members and stakeholders contributed to a broad stakeholder list for consideration as interviewees during the Site Visit.

On November 12-19, 2014, the consultant team will conduct a site visit, including an in-depth tour by team principals, confidential interviews with key stakeholders, and November Board meeting presentation. Following the site visit, the RUDG Design Charrette is scheduled for February 2-13, 2015. This 2-week long charrette will have the consultant team on-site working with public and key stakeholders to work on the draft design guidelines.

A summary of key RUDG project dates:

- Consultant Team Site Visit, November 12-19, 2014
- RUDG Design Charrette, February 2-13, 2015

A copy of approved RUDG Task Force meeting minutes from June 27, 2014 is attached (**Attachment B**). The next meeting of the RUDG Task Force has been scheduled for 10-12pm Monday October 20, 2014.

### FISCAL IMPACT:

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

Staff time for this item is included in the approved FORA budget. FY 2014-2015 Reuse Plan Implementation budget includes funding to pay for RUDG consultant services.

### COORDINATION:

Administrative Committee, RUDG Task Force, and Dover, Kohl & Partners.

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

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

**SCOPE OF SERVICES**

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**ARTICLE I**

**SCOPE OF WORK**

Dover, Kohl & Partners with the assistance of sub-consultant firms Alta Planning + Design (Multi-Modal Transportation Planning), HELIX (Environmental Planning), Strategic Economics (Market Analysis), and notable experts Bruce Freeman, President Castle & Cooke, John Rinehart, Vice President Castle & Cooke Florida, Peter Katz, Jeff Speck, AICP, CNU-A, LEED-AP, Honorary ASLA, and Bill Lennertz of the National Charrette Institute shall perform the following tasks and provide the noted associated deliverables while completing the development of new regional urban design guidelines (RUDG) for the former Fort Ord, Monterey County, CA.

**PHASE 1 - EXISTING CONDITIONS ANALYSIS (MONTHS 1 – 3)**

Evaluating the existing conditions of the former Fort Ord and the political structures, regulations and existing development approvals is an integral part of the planning process. During this phase, the project team will become more familiar with the Fort Ord area, including its infrastructure, geography, and political and economic needs. By conducting a thorough evaluation with a fresh set of eyes, the team will set the stage for a more implementable set of design guidelines, and formulate a more comprehensive strategy to best suit the needs of the relevant jurisdictions.

**1.0 Project Background Discussions**

Key members of the consultant team shall work with FORA staff and representatives to gain in-depth understanding of the history, concerns, and political nature of the project and individual municipalities. The conversion of the base has been complex and the better understanding the consultant team has of the issues, the better they can be addressed throughout the development of the RUDG. *This may occur in person prior to Task 1.1 or as a conference call or internet-assisted meeting.*

**1.1 Project Start-up Meeting (includes FORA Taskforce)**

The Project Start-up Meeting creates shared learning and agreements between the project management team and key partners. During the meeting, the participants confirm project expectations, guiding principles, or the whys behind the RUDG project, develop quantifiable objectives and measures and complete a stakeholder analysis showing who needs to be involved, including their key issues and wins. The result is a focused team approach that will guide the project through the inevitable hurdles that it faces on the way to approvals. *This meeting is tentatively scheduled to occur in coordination with the September 19, 2014<sup>1</sup> FORA Board Meeting. An alternative would be for this meeting to occur in coordination with Task 1.4.1 NCI Charrette System 101.*

**1.2 Review Existing Plans & Reports**

The former Fort Ord falls under the jurisdiction of many plans: the overarching Base Reuse Plan; each municipality and campus plan; and regional mobility plans. The plans are in various stages of creation, adoption, and implementation, and therefore, must be thoroughly understood to ensure the new guidelines will seamlessly integrate with existing regulations. Existing Plans and Reports shall be provided to the Consultant by FORA staff.

**1.3 Preliminary Technical Analysis**

The Dover-Kohl team will perform an initial analysis of existing conditions:

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<sup>1</sup> Specific dates mentioned in this scope of work are tentative and must be mutually verified with FORA, the Consultant, and the sub-consultant team to ensure availability of key members and ensure all deadlines can be met. All attempts to meet these dates shall be made and if alternative dates are necessary, all attempts will be made to stay on the overall project schedule and to coordinate events and meetings with regularly scheduled Board meetings.

### **1.3.1 Create Analysis & Base Maps (including Urban Analysis)**

The team will utilize ArcView GIS, aerial and ground level photography, land use surveys, and expertise provided by FORA staff in order to acquire the necessary information to create a series of Analysis Maps for the Fort Ord area. Spatial data may come from FORA itself, through the municipalities, or other sources such as educational institutes.

Utilizing this information, Dover-Kohl will produce a series of base maps of the planning area to supplement maps already created by FORA staff to be used throughout the Charrette in Phase 2 by the design team and members of the public. The project team will use and transfer the compiled data used to FORA, along with all maps and resulting analysis.

Information to be mapped may include existing land uses, open space, zoning, easements, property boundaries, ownership, topography, environmental conditions, and building condition. Maps will be of both regional and individual municipality scale.

### **1.3.2 Economic Analysis**

In preparation for the Charrette, Strategic Economics will evaluate Monterey County's historic and projected household and employment growth trends in order to understand the types of households and industries that are projected to experience short- and long-term growth. Strategic Economics will look at the implications of these trends for the types and phasing of new development that can be expected at Fort Ord. The market overview will also consider preliminary place-making and design strategies to increase residential and commercial market demand to be captured at Fort Ord, such as designing pedestrian-friendly, transit-accessible districts with a minimum amount of local-serving retail and services so that residents and workers can easily access their daily needs on foot or bicycle.

Strategic Economics' experience in other regions has shown that population and employment growth modeling methods and results can vary significantly among sources. For example, economic and demographic projections from commercial vendors like Woods & Poole are often more closely tied to employment growth than projections generated by many regional councils of government (COGs). Accordingly, Strategic Economics will compare alternative demand forecasts, such as projections produced by the Association of Monterey Bay Area Governments (AMBAG), California Employment Development Department (EDD), and/or Woods & Poole. The analysis will also evaluate historic and projected employment by industry in order to understand which sectors of the economy are expected to grow, and implications for the potential phasing of office, retail, and other commercial development at Fort Ord. In addition, Strategic Economics will consider the sources of potential housing demand in Fort Ord, including existing Monterey County residents forming new households, new households moving to the County to live and work there, retirees, second home buyers, and commuters to Silicon Valley.

### **1.3.3 Transportation Analysis**

Transportation in the area is largely car-dependent, but the success of towns and villages relies on walkability and ease of mobility. Alta Planning + Design will examine transportation opportunities from the perspective of all modes of travel. Speeds and volumes on existing thoroughfares will be studied to better understand the community character and transportation needs.

#### **1.3.4 Environmental Analysis**

HELIX will observe the existing environmental conditions and opportunities, one of the major "E's" addressed in the Reassessment Plan. Environmental protection is a priority for the Fort Ord region, and the Dover-Kohl team firmly supports this. HELIX will determine sensitive areas and consider potential impacts of new and existing developments.

#### **1.4 Public Involvement Plan**

The Dover-Kohl team and FORA staff will determine the best mechanisms for outreach to individuals and groups in the Fort Ord area. A strategy for soliciting public input and establishing on-going outreach throughout the process will be addressed. The team can also assist in the creation and upkeep of a project Facebook page as well as regular updates to a project website. Dover-Kohl will assist in the design of flyers, posters, banners, postcards, mailers, and press releases (which will be distributed to the media, neighborhood associations, business associations, and community organizations among others). FORA shall be responsible for the distribution and mailing of all notices, postcards, mailers and press releases.

##### **1.4.1 NCI Charrette System 101 (Orientation Workshop)**

This seminar will prepare FORA staff, community leaders, the FORA Board and RUDG Taskforce for the upcoming charrette. To some, a charrette is simply a short meeting at which people brainstorm and perhaps sketch ideas; to others the charrette process is synonymous with a series of public design sessions over multiple days. The 101 seminar provides an overview for how the pre-charrette and charrette process will work for the Fort Ord RUDG project. Participants will leave with a shared understanding of the special aspects of the charrette process making them informed champions and participants. *The seminar is approximately three hours. This orientation workshop is tentatively scheduled for October 17, 2014.*

##### **1.4.2 Video Documentation of Charrette**

The planning process will be documented in the form of a video from the initial site visit through the creation and adoption of the design guidelines. Creating a video will detail the process and guidelines clearly and transparently, minimizing confusion or miscommunications between the many involved stakeholders.

##### **1.4.3 Continuous Public Updates**

The team will use multiple outlets to keep the general public informed, interested, and involved. Important events will be publicized through social media and regular online updates.

##### **1.4.4 Web-enabled decision Support Tool**

MindMixer is an online tool that functions as a virtual town hall, encouraging participants to share ideas and collaborate. Interested individuals can also keep up with the project as it progresses, allowing the team to gauge the response to emerging ideas. The online approach allows the team to expand the Charrette process, and reach a broader audience than just those who physically attend public meetings. As the plan becomes more developed throughout the planning process, Metroquest will be integrated along with the MindMixer platform to allow people to study development alternatives. Visuals and 3D elements will be used to help identify priorities and explore how priorities are affected by planning decisions.

#### **1.5 Site Visit**

Key members from the Dover-Kohl team, including principal Victor Dover, Project Director Jason King, Bill Lennertz from the National Charrette Institute and representatives from Strategic Economics and Alta Planning + Design, will travel to Fort Ord for meetings with FORA staff, the Taskforce, confidential interviews, a site tour with FORA staff, and to conduct a public information session on the benefits of Form-Based Codes. *The site visit is currently tentatively scheduled to occur November 12 – 18, 2014 and will include an update to the FORA Board at its November 18 meeting.*

### **1.5.1 Team Meeting / FORA Taskforce Update Meeting**

The Dover-Kohl team will meet with FORA staff and the Taskforce to review Preliminary Technical Analysis results/outcomes and other base data. The site visit tasks and objectives will be reviewed and a detailed outline of the charrette and proposed charrette events will be presented.

### **1.5.2 Site Tour**

Along with FORA staff, Dover-Kohl will tour and examine Fort Ord's existing conditions, as well as the urban form, network of streets, blocks and lots, building types, and building patterns of the site and surrounding communities. The analysis will include a review of existing land use, density, transportation issues, urban design elements, and development issues. The team will assess, measure, and document existing building types, building placement relative to the street, building massing, scale, height, primary facade transparency, sidewalks, plantings, lighting, signage, spatial enclosure, and level of street life activity, creating a preliminary foundation for design guidelines tailored to the region.

### **1.5.3 Confidential Interviews**

A key to success of the Fort Ord project is to have a clear understanding of the people, their interests and issues. The most efficient and effective way to learn what is truly going on in the community is for the consultant team to hold a series of confidential interviews. The purposes of the interviews are to:

- Establish and/or reinforce a sense of trust and confidence in the project team.
- Determine overall willingness to participate in and support the project.
- Uncover underlying community issues that otherwise might not be available to the project sponsor, e.g. resistance to implementation.
- Build peoples interest in participating in the charrette.

#### *Selecting Interviewees*

Interview groups of up to five people are created according to viewpoints. These often include public officials, jurisdictional staff, property owners, appointed officials, and other selected interest groups.

#### *Interview Process*

The project management team establishes the interview schedule. Invitation letters are sent three weeks prior to the interviews, which are held at a neutral location, such as a hotel, in three small rooms. Staff may receive people in the lobby, but are not present in the interview rooms. Consultant members of the project management team run the interviews. Each interview lasts 50 minutes or less, allowing the team a 10-minute break before the next group arrives.

#### *Follow-up*

After the interviews, the recorder's notes are distributed to the interviewers for review and revisions. The findings are shared with the project sponsor and the interviewees and ultimately with the public, usually on the project website.

### **1.5.4 Review of Best Practices Utilizing Form-Based Codes (Public Education Session)**

The uniqueness of each municipality and region means that a variety of design guidelines and forms may be used in the Fort Ord area. In the application of form-based guidelines it is important to assess the physical and regulatory environment to determine the most applicable type. During the site visit our team will conduct a public educational session about the best practices in form-based codes. The team also includes other notable experts in the realm of planning, who will be available to assist in the review of best practices, establishing the ideal planning principles for FORA and the Fort Ord area. This public meeting should be held in the evening so that more people can attend after regular work hours.

## SERVICES & DELIVERABLES INCLUDED IN PHASE 1

- FORA Taskforce Project Start-up Meeting
- Review of Existing Plans & Reports to ensure Integration with Guidelines
- Preliminary Technical Analysis
  - Data products including GIS layers, imagery, & basemaps
  - Economic Analysis
  - Transportation Analysis
  - Environmental Analysis
- Orientation Workshop
- Video Documentation
- Website Updates
- Web-enabled decision support tool (MindMixer & Metroquest)
- Site Visit
  - FORA Taskforce Update Meeting
  - Site Tour
  - Confidential Interviews
  - Review of Best Practices utilizing Form-Based Codes (Public Education Session)

## PHASE 2- CHARRETTE (APPROX. MONTHS 4 TO 6)

Phase 2 consists of a 2-week charrette on-site in the Fort Ord area. This charrette is the centerpiece of our public participation process. Dover-Kohl will lead a series of public meetings, design sessions, stakeholder interviews, and technical meetings to engage the community, each municipality, and major property owners to form the framework for the design guidelines. The hands-on nature of the charrette and the opportunity to interact with differing perspectives allows issues to be quickly identified and resolved. Municipal staffs, FORA officials, and other key individuals will be involved throughout various meetings, workshops, and presentations. The website will be continually updated, and video documentation will continue. To best meet the needs of the community, we suggest that the charrette be held during the academic year. *Tentative dates for the charrette are January 5-16, 2015.*

The tentative Charrette dates include the opportunity to update the FORA board at a mid-point during the charrette, however, all FORA board members will be encouraged to attend all public meetings including the Kick-off/hands on and the Work-in-progress presentation. Final dates will be selected based on availability the Consultant, Sub-Consultants, and FORA representatives. If possible, the charrette should be held during the school session in order to encourage participation of university students to ensure the Guidelines will develop the types of places they would want to participate in.

### 2.1 FORA Taskforce Update

Prior to the official charrette kick-off, the Dover-Kohl team will meet with the FORA Taskforce to review what will be presented to the public, go over the hands-on design session, and review objectives for a successful charrette.

### 2.2 Charrette Kick-Off Event & Hands-On Design Session

On the first day of the charrette, Dover-Kohl will lead a Community Wide Kick-off Event to mark the official start of the design process. The event will feature a "Food For Thought" presentation to educate the public on the principles and components of form-based codes, land use planning, the various tools which can be included to shape community form and character, a review of experiences in peer communities, and an outline of elements that will be addressed in the Design Guidelines.



Immediately following the Kick-off Presentation, the meeting will transition to a Hands-on Design Session. Participants will divide into small table groups and oriented to base maps of the Fort Ord region. Each table will have a facilitator from the Dover-Kohl team or FORA staff to assist participants in design exercises.

Participants will use the base maps of both the overall region and more detailed maps of specific areas that they are most concerned with to illustrate how they might like to see the overall areas evolve in the future by describing the uses, open spaces, building design and type, landscaping, street design, housing options, parking, and services, as well as key transportation concerns.

A separate exercise will also be included to focus on the metrics used by form-based codes to regulate development form and the way buildings face public spaces such as streets. This will help educate and familiarize participants in how Form-Based Codes work and what they do and do not regulate.

At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Sessions is to forge a community consensus on the desired form and character of future development in region.

Keypad polling, exit surveys, and one word cards may be incorporated throughout the event to calculate and present public opinion on selected topics identified during the site visit and from previous planning sessions.

Multiple Hands-on Sessions: Depending on the political situation, multiple hands-on sessions may be held in order to focus on specific areas within the region at different events.

### **2.3 Open Design Studio**

Following the Hands-on Design Session, the planning team will work in an Open Design Studio, in or near the Fort Ord area, for the duration of the Charrette. The team will work on-site to integrate the information gathered during Phase 1 with the input gained during the Hands-on Design Session to lay the groundwork for the Guidelines and regulating plan while continuing to gather community input. Key stakeholders, FORA staff and the public will be encouraged to stop in throughout the Charrette as new ideas emerge and to check on the growth of the project's details.

The following tasks will be completed in the Open Design Studio:

#### **2.3.1 Stakeholder Meetings**

While working on-site, the Dover-Kohl team will lead technical meetings with government agencies and local experts to address housing, open space, transportation, and other relevant topics. The purpose of these meetings is to review the emerging vision and receive immediate focused feedback from all stakeholders. Additional meetings with key stakeholders such as local municipalities, chamber of commerce, major property owners, neighborhood associations, and other local stakeholders may be held to ensure their plan objectives are reflected.

#### **2.3.2 Synoptic Surveys**

During the charrette the design team will survey the best parts of the region and local municipalities. These places will be measured and photographed. The synoptic surveys will be used to create the metrics of the Regional Urban Design Guidelines. By measuring the existing great places that exist and codifying them, it makes the guidelines specific to the region and each individual municipality. It will create a regional cohesiveness while maintaining individual identity.

### **2.3.3 Draft Illustrative Plan, Regulating Plan & Visualizations**

During the Charrette week, the design team will create an Illustrative Plan of urban design characteristics such as massing, density and land use, transportation options, open space and recreation, and economic development opportunities.

The Illustrative Plan will be used as a guide to create the Regulating Plan that will be used in the guidelines to delineate differing intensities of development and that can be tailored to each jurisdiction and specific location cohesively.

Visualizations will provide "change over time" sequences of infill proposals, redevelopment strategies, and streetscape improvements. Visualizations will be utilized to show the draft metrics of the Design Guidelines which will affect building placement and street design to create a cohesive regional identity while responding locally to development patterns and intensities.

The Illustrative Plan, Regulating Plan and Visualizations will be accessible throughout the Charrette to allow casual feedback, and will be presented at the end of the Charrette for more formal community input.

### **2.3.4 Draft Template of Regional Urban Design Guidelines**

Form-Based Codes and Regulations can take on numerous forms depending on how they fit in with existing regulations. They could be a separate overlay or they could become integrated within existing municipal regulations. Working with FORA and the individual municipalities will determine the best way to produce the guidelines. A template of the guidelines will be produced during the charrette.

### **2.3.5 Web Based Decision Support Development**

Throughout this process, we will continue to use MindMixer, with the public discussing their opinions on the various draft drawings, plans and sketches produced during the open design studio period.

The team will also make use of online scenario modeler Metroquest. Metroquest provides a simple visual format that allows users to determine how their priorities and design ideas may influence their surroundings. Following the charrette the plans and regulations can be explored in more detail through the MindMixer and Metroquest platforms.

### **2.3.6 Multimodal Transportation Analysis**

Transportation analysis by Alta Planning + Design will cover the full spectrum of transportation options, including pedestrian, bike, commuter rail, vehicular, and other transportation options. The transportation analysis will supply methods for pedestrian and vehicular connectivity, access to open spaces, and streetscape improvements throughout the region.

Street Standards will be produced for new and existing streets within the Fort Ord area. The Street Standards will illustrate by street type the physical conditions within the street, such as right-of-way, sidewalks, street trees, parking, build-to lines for new development, and building heights, where appropriate. These standards will become a part of the Regional Urban Design Guidelines.

### **2.3.7 Economic Analysis**

Building on the findings from the pre-charrette market overview, Strategic Economics will evaluate the potential impact of the design guidelines on the development feasibility of different building types. Depending on the level of effort desired by FORA, this analysis could take the form of a qualitative assessment based on developer interviews and an evaluation of recent development projects, or a

quantitative pro forma analysis testing the financial feasibility of different residential and commercial building types (e.g. small lot single-family, single family attached, townhouses, 4-5 story apartments, local- and regional-serving retail, and/or medical office).

Strategic Economics will use the findings from the feasibility analysis to recommend strategies for achieving the fiscal, economic development, and other goals that FORA, the cities, and other land use authorities have set for the base reuse process.

Strategic Economics will also assist in the creation of an implementation strategy that considers the extent to which new development can be expected to cover the cost of basic infrastructure, place-making, affordable and workforce housing, and other needed improvements, and identifies other potential sources of funding and financing as required.

In addition, analysis in the form made popular by Peter Katz will be performed. This analysis will compare different development patterns and the return they bring to a municipality.

### **2.3.8 Practical Developer Analysis**

John Reinhart and Bruce Freeman of Castle & Cooke will substantiate the analysis provided by Strategic Economics and the proposed illustrative and regulating plan. They will ensure that the Fort Ord guidelines are realistic in creating a region that is attractive for future private investment and development projects.

### **2.3.9 Environmental Analysis**

HELIX will work closely with the planning team and FORA staff to identify potential issues and evaluate potential environmental effects. Should the analysis identify potential impacts, HELIX will work with the planning team and FORA staff to develop planning goals, objectives and/or policies to include in the Tools and Master Plan to reduce or avoid potential impacts.

Where sufficient information is not available to incorporate explicit planning solutions, HELIX will formulate mitigation measures which can be implemented as more detailed development and infrastructure plans are prepared within the Fort Ord area. These mitigation measures will include performance standards to provide guidance and flexibility on how the mitigation measures are designed and implemented to reduce potential environmental impacts to a level that is less than significant. Helix will also assist in meeting NEPA/CEQA requirements as applicable under the 1991 BRAC decision. All documents and deliverables will be subject to revision as needed by FORA.

## **2.4 Work In Progress Presentation**

At the conclusion of the Charrette, the planning team will present the charrette work at a "Work-in-Progress" presentation. At this presentation, the team will present ideas generated to date including the Draft Illustrative Plan, Regulating Plan, and visualizations of the character of proposed development. A summary of economic, transportation, & environmental impacts, and an outline of elements to be contained in the Design Guidelines will be presented, highlighting the opportunities for quality development.

A question and answer session will generate responses from the public and municipal officials. The Work-in-Progress presentation will be provided to FORA for inclusion on the project website.

During the Work-in-Progress presentation, keypad polling will be utilized in order to generate real-time survey results and opinion polls from members of the audience. We can track response information and view results during the presentation. Keypad polling can help us understand if the plan is on the right-track.

## SERVICES & DELIVERABLES INCLUDED IN PHASE 2

- FORA Taskforce Update
- Kick-off Presentation with “food-for-thought” & Hands-On design session
- Open Design Studio
  - Stakeholder Meetings
  - Synoptic Surveys
  - Illustrative Plan, Regulating Plan & Visualizations
  - Draft Template of RUDG
  - Web-Based Decision Support Tool Development for Design Concepts -- Use of cutting edge-visualization to depict scenarios and proposed projects
  - Regular Web Updates and extensive outreach
- Refined Technical Analysis
  - Multimodal Transportation
  - Economic
  - Developer
  - Environmental
- Work-In-Progress Presentation

### PHASE 3- POST-CHARRETTE

Phase 3 includes the creation, revisions and presentations of the Regional Urban Design Guidelines. Building on the physical analysis performed, the community input received, and the framework developed with FORA in Phase 2, the Dover-Kohl team will create the Draft Fort Ord Form-Based Zoning Tool options that meet the needs of the Base Reuse Plan.

#### **3.1 Preparation of Draft Guidelines & Master Plan** (Approximately 8 to 10 weeks following the charrette)

Following the Charrette, the Dover-Kohl team will return to their offices to draft the RUDG. The Guidelines will help shape development within the area in the manner envisioned by the community during the Charrette process. Recalling that the base principle of a Form-Based Code is that design is more important than use, the guidelines will be used as regulatory a tool that places primary emphasis on the physical form of the built environment with the end goal of producing a specific type of place that welcomes economic recovery.

Simple and clear graphic prescriptions for street standards, building height, how buildings are placed on sites, and building elements (e.g. location of windows, doors, etc.) are used to control development. Land use is not ignored, but regulated using broad parameters that can better respond to market economics, while also prohibiting undesirable uses.

The RUDG will be user-friendly, highly visual, and will serve to encourage future redevelopment in an organized manner and further the goals and vision established by the community and the Base Reuse Plan. The document will likely include an Overview, Regulating Plan, Urban Standards, General Standards, Street Standards, and Architectural Standards. Prescribed Design Guidelines will be illustrated in the Form-Based documents, to ensure they are easily understood and help the community understand the regulations of the new Tools.

### **3.2 Regular FORA Taskforce Updates**

Throughout the drafting of the RUDG and Master Plan, the Dover-Kohl team will hold regularly recurring meetings with the FORA Taskforce to provide updates on the status of the code development and to solicit feedback on the details of the code.

As necessary, regular meetings with jurisdictional staffs will also continue to ensure the acceptance and understanding of the guidelines as they are being developed and refined.

A monthly or bi-monthly call can be scheduled in order to regularly update FORA staff and the Taskforce on the progress of the RUDG and Master Plan as it is being developed.

### **3.3 Presentations of the Draft RUDG & Master Plan**

Key members of the Dover-Kohl team will travel to Monterey Bay to present the Master Plan Report and Design Guidelines to the public and other stakeholders. This presentation could be a region-wide meeting, special meeting/open house or at official public hearings for the municipalities. As necessary, Dover-Kohl can present the plan to multiple groups including at the regularly scheduled FORA Board meeting. The team members will be available to answer questions and explain the details of the plan and implementation recommendations.

The presentation should be scheduled approximately nine to eleven weeks following the conclusion of the charrette and in coordination with a regularly scheduled Board meeting.

### **3.4 Preparation of Final RUDG & Master Plan**

The Tools and Guidelines will be revised based on comments received from the public, FORA staff and city officials (**2 rounds of revisions**). Dover-Kohl will submit the Draft form-based Tools and Design Guidelines to FORA and provide revisions to the document to create the Draft Master Plan Report that will be available to the public.

FORA and city officials shall have up to 30 days to provide comments and feedback on each of the drafts submitted. To the extent practicable (as determined in coordination with FORA staff), comments shall be consolidated and specific to provide clear direction during revisions. The Consultant will require two to three weeks to complete requested revisions, depending on the extent of the revisions requested.

### **3.5 Presentations of Final RUDG & Master Plan**

The proposed scope of services has described the tasks necessary to create RUDG and Form-Based Tools for Fort Ord. If necessary, the Dover-Kohl Team can also assist FORA by participating in additional public meetings and public hearings leading to adoption of these regulations. Dover-Kohl will present these Guidelines in multiple locations, ensuring that all municipalities understand the content of the plan, with the intent of initiating the implementation process. The implementation strategy may again include MindMixer, to evaluate public response.

The presentation of the Final RUDG and Master Plan shall be scheduled in coordination with the completion of the second round of revisions and with a regularly scheduled Board meeting. As part of these presentations, the Board may be asked to accept the RUDG and Master Plan in order to lend support to the documents at they go to individual municipalities for approval.

#### **3.5.1 Final Video Presentation**

The team will finish the prescribed video, creating a project summary spanning from the very first team meeting to the creation of the final documents. This video can be used for publicity purposes, as well as for creating a simple means of visualizing the outcome of the plan.

### 3.6 Initiation of RUDG Implementation

Dover-Kohl will present the Guidelines in multiple locations, ensuring that all municipalities understand the content of the plan, with the intent of initiating the implementation process. The implementation strategy may again include MindMixer, to evaluate public response.

These meetings shall occur in coordination with the presentations of the Final RUDG and Master Plan. This includes one official meeting per individual municipality. Additional adoption meetings may be necessary depending on individual municipality processes and comfort with the proposed RUDG and shall be considered additional services.

### 3.7 Training Sessions

The Dover-Kohl team will lead one or more training workshops which would highlight the principles of the Design Guidelines and Tools, and train FORA and municipal staff on how to properly administer the new Guidelines for Fort Ord. At this time, the team will compile all pertinent data and transfer it into the hands of the FORA staff, including geospatial data, base files of all deliverable, and raw public input from Metroquest and MindMixer.

Training Sessions should be scheduled in coordination with presentations of the plans as possible to help FORA and municipal staff become more familiar with the guidelines and how they would be administered before, or as, they are being adopted.

<b>SERVICES &amp; DELIVERABLES INCLUDED IN PHASE 3</b>
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- Preparation of Draft RUDG & Master Plan
- FORA Taskforce Updates
- Presentations of Draft RUDG & Master Plan
- Revisions to create Final RUDG and Master Plan (2 rounds)
- Presentation of Final RUDG & Master Plan
- Presentation of Project Film
- Initiation of RUDG Implementation
- Training Sessions

#### FINAL WORK PRODUCTS:

- Regional Urban Design Guidelines (Form-Based Code)
- Implementation / Adoption Strategy
- Copies of all Presentations
- Video Documentation
- All technical data including:
  - GIS data
  - Map files
  - Raw Work Product Documents
  - Statistical Data from Web-Based Products

## ARTICLE II

### Format of Final Work Products

Consultant shall provide final work products to FORA, as follows:

- A. **Written & Graphic Documents.** Written and Graphic documents shall be printed in an appropriate hard-copy format on paper and digitally stored in an appropriate computer format such as on compact disc. Consultant will provide FORA with up to two (2) printed copies on paper and a two (2) digital copies.

- B. **Additional Copies.** Additional copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated below in Article V of this Agreement.

### ARTICLE III

#### Responsibilities of the Client

The Consultant's completion of tasks herein within a timely basis is contingent on FORA's cooperation in providing available information and its participation with respect to certain project activities. FORA shall be responsible to the Consultant for the timely performance of the following tasks:

- A. Provide, on a timely basis, the Base Information requested in Article IV.
- B. Provide supplementary information that may be reasonably requested from time to time during the course of the Project.
- C. Provide, supplies, equipment and facilities necessary to create an effective site visit, public meetings, and public workshop as requested below:
  1. For the public workshop/meetings, an appropriately sized room to accommodate the public with the required audio/visual equipment. The space must be a large, high-ceilinged room that will accommodate along the walls displays of several maps. The Consultant must have access to lighting controls and be able to darken the room. The room should be equipped with a projection screen no smaller than nine feet by twelve feet (9x12 ft.) and a working public address or sound system with microphone hook-ups. FORA shall also provide one (1) wireless "lavaliere" clip-on microphone and one (1) wireless hand-held microphone. The auditorium and equipment should be made available to the Consultant, as needed.
  2. For the confidential interviews during the site visit should be held at a neutral location, such as a hotel, in three small rooms.
  3. For Recording of all public meetings and workshops.
  4. Provide additional table facilitators as needed for the hands-on workshop. The Consultant will provide at minimum seven (7). There should be one (1) facilitator per every ten (10) attendees to the workshop. The Consultant can accommodate seventy (70) attendees.
  5. Provide a reasonable estimate for the attendance of the public events during the charrette. Create an RSVP list, if possible.
  6. Provide a project coordinator as a single point of contact for FORA.
  7. FORA Staff will attend and participate in project meetings upon the request of the Consultant.
  8. Provide public outreach throughout the project and soliciting the attendance of third parties whose participation the Client considers important including municipal staff and leaders from each jurisdiction within the study area.
  9. Make reasonable efforts to insure the attendance of a majority of elected officials, stakeholders, and investors at the charrette presentations.
  10. Provide appropriate meeting room(s) for the Charrette meetings, workshops, presentations, and studio workspace, including securing the space.
  11. Provide necessary refreshments for public involvement events.
  12. Promptly tender payment of all valid invoices.

## ARTICLE IV

### Base Information

**In accordance with the Scope of Services, the Consultant requests that FORA provide at minimum the following Base Information:**

- A. *SCALE BASE MAP INFORMATION*, in digital format, indicating existing conditions of the project area and context, including significant features above and below the ground, environmental constraints, archaeological sites, utility locations, etc. Maps should specifically include ArcGIS information of the project area indicating any property lines, easements, and any existing building footprints and heights, roadways, sidewalks, driveways, curbs and curb cuts, alleys, and traffic control devices, street signage, and current parking. The Consultant will work with FORA's GIS Services to obtain necessary base map information.
- B. *AERIAL PHOTOGRAPHS*, preferably in color, in plan view and at the largest possible scale.
- C. *RELEVANT EXISTING REGULATIONS*, which may constrain zoning, land use, or previous development proposals envisioned or supported by this Project, and relevant published comments of local government officials and administrators regarding such constraints for all municipalities and jurisdictions.
- D. *OTHER RELEVANT DATA*, including pertinent portions of previous local zoning approvals, covenants, and previous site studies, traffic studies, infrastructure studies, market feasibility studies, historical background, etc.

Upon commencement of the Project, FORA shall provide the Consultant with the above information. FORA represents to the Consultant that it may depend upon the accuracy and completeness of the information so provided. If FORA is unable to provide any of the requested information, it shall immediately contact the Consultant to determine whether such information is reasonably necessary and how such information might otherwise be obtained. If the Consultant considers the requested information reasonably necessary for the project and FORA remains unable to provide such information, then the Consultant may not prepare or obtain such information as an additional service without the specific written approval of FORA.

## ARTICLE V

### Payments and Additional Services

- A. **Payments.** Consultant shall submit monthly invoices to FORA for professional services rendered to date on a monthly basis. Invoices shall include percent completion per task and shall cover professional services completed and reimbursable expenses incurred to the date of the invoice. Such invoices shall be paid in 30 days following review and approval by FORA.

Typical reimbursable expenses include travel (including transportation, food, and lodging), reproduction expenses, mailing, long-distance telephone, or any other miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for this project. Dover, Kohl & Partners bills reimbursable expenses at cost and does not add any administrative fees. The reimbursable budget to complete the proposed scope of services for this project is estimated to be \$60,000.

- B. **Additional Services.** Additional services that FORA may authorize and which Consultant has not expressly agreed to provide, unless subject to a written change order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section C of this Article. Consultant will present FORA with a monthly invoice for additional fees whenever additional services have been provided. No additional services may be provided without the specific written approval of FORA.



- C. Hourly Rate Schedule.** Where this Agreement provides for FORA's payment to Consultant of compensation on an hourly basis, professional fees shall accrue and compensation shall be paid in accordance with the following hourly rate schedule.
  
- D. Direct Expenses.** Consultant shall be reimbursed for reasonable business expenses if consistent with FORA expense policies and IRS guidelines and directly incurred pursuant to the terms of this agreement. Invoices for expenses must contain detailed itemizations and any expense of \$50.00 or more must be accompanied by an itemized receipt.

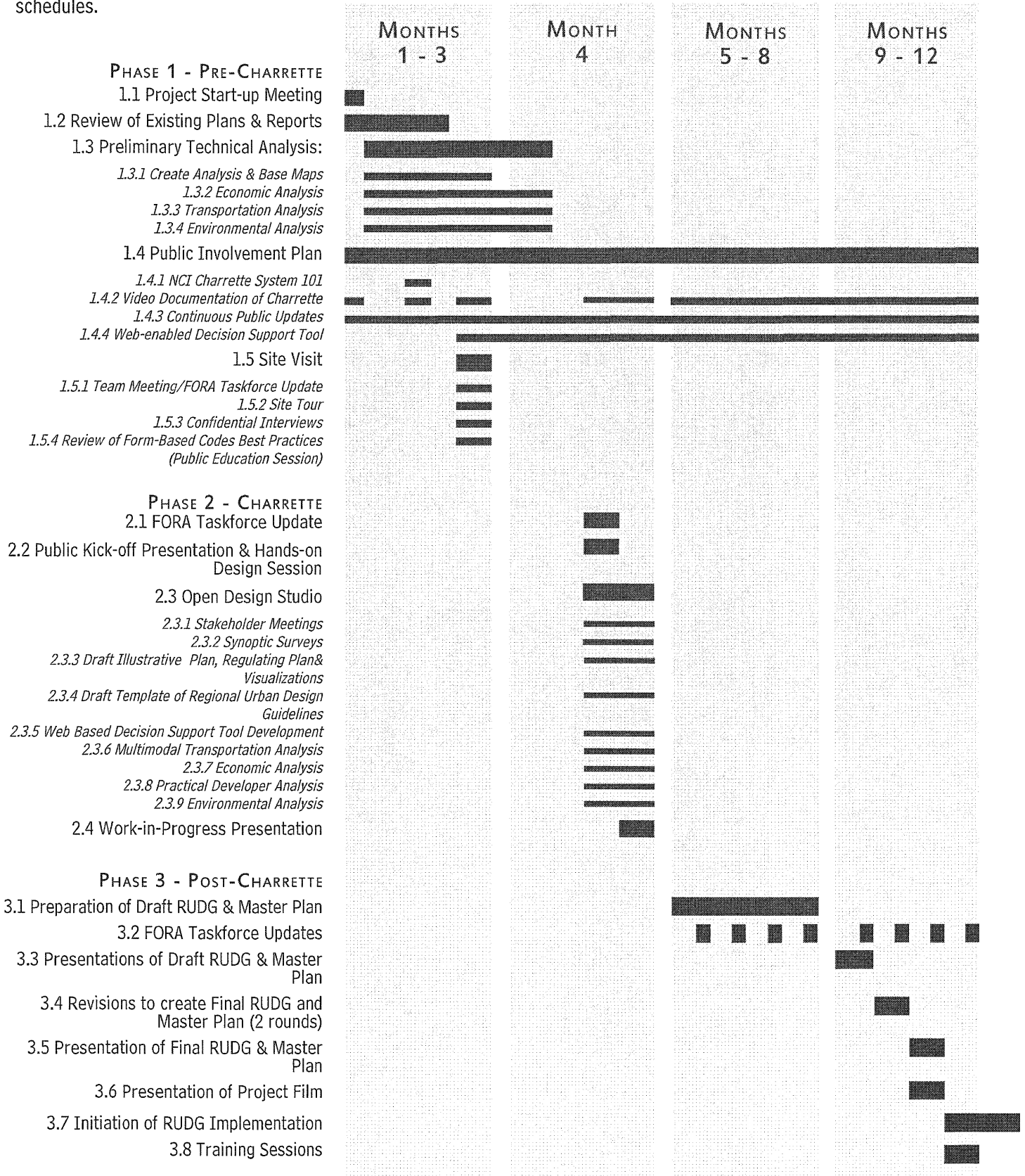
# COST PROPOSAL

		Hourly Rate	Phase I (Hours)					Phase II (Hours)				Phase III (Hours)							Total Hours	Proposed Cost
			Task	1.1	1.2	1.3	1.4	1.5	2.1	2.2	2.3	2.4	3.1	3.2	3.3	3.4	3.5	3.6		
Dover, Kohl & Partners	Victor Dover	\$375	2				34	8	4	86	6	4		4		4		20	172	\$64,500
	Project Director	\$150	2	24	16	24	34	8	4	94	6	24	35	8	8	8	16	48	343	\$53,850
	Director of Design	\$140						8	4	94		12			8				126	\$17,640
	Town Planner	\$90	2	24	24	72	34		4	102	10	32			24	24	16		376	\$33,840
	Town Planner	\$90							4	102		32			24				162	\$14,580
Alta	Principal	\$210	2								4			4				10	\$2,100	
	Managing Engineer	\$165	2	24			34			90	25			25				200	\$33,000	
	Project Engineer	\$100		32							32			32				96	\$9,600	
Strategic Economics	Principal	\$190	2	14			34			90	4			4				142	\$28,120	
	Sr. Associate	\$170	2	24							24			24				74	\$12,580	
	Associate.	\$120		24							32			32				88	\$10,560	
Helix	Principal Planner	\$205	2	8			19			53	8			4	18			112	\$22,960	
	Environ. Planner	\$100		24							24			24				72	\$7,200	
Castle & Cooke	President	\$200	2	8						60	4					10		84	\$16,800	
	Vice President	\$200	2								4					10		16	\$3,200	
Opticos	Principal	\$250								31								31	\$7,750	
	Sr. Associate	\$150								15								15	\$2,250	
P. Katz	President	\$250	2							24	2			4		8		40	\$10,000	
J. Speck	President	\$280	2							24	2			8		15		51	\$14,880	
B. Lennertz	President	\$250	2	6		22				32							16	72	\$19,500	
<b>Total Fee:</b>																		<b>\$384,910</b>		
<b>Reimbursable Expenses:</b>																		<b>\$60,000</b>		
<b>TOTAL:</b>																		<b>\$444,910</b>		

# PROJECT SCHEDULE

Based on the series of tasks outlined in the Proposed Scope of Work we have developed a tentative production schedule to complete the Regional Urban Design Guidelines on the former Fort Ord. This proposed schedule is a draft and can be revised in consultation with FORA staff.

*Note: Adoption of Guidelines by Municipalities may extend beyond 12 months and will be determined by individual municipality adoption schedules.*



**GENERAL PROVISIONS**

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1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant and shall not be an employee of FORA. FORA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement.
2. TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A".
3. INSURANCE.
  - a. MOTOR VEHICLE INSURANCE. CONSULTANT shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
4. CONSULTANT NO AGENT. Except as FORA may specify in writing, CONSULTANT shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT, CONSULTANT shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.
7. STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are satisfactory but shall not unreasonably withhold its approval.
8. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of FORA.
9. PRODUCTS OF CONTRACTING. All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes.

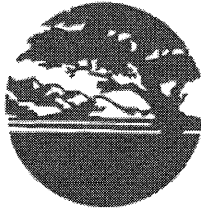
10. INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of CONSULTANT, its officers, agents, employees or volunteers.

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of FORA if this provision is violated.

12. CONSULTANT-NOT PUBLIC OFFICIAL. CONSULTANT possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.



**FORT ORD REUSE AUTHORITY**  
**REGIONAL URBAN DESIGN GUIDELINES (RUDG) TASK FORCE**  
**MEETING MINUTES**

10:00a.m., Friday, June 27, 2014 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

Confirming a quorum, Task Force Chair Michael Houlemard called the meeting to order at 10:10am. The following people were in attendance:

**Committee Members**

Layne Long, City of Marina  
Elizabeth Caraker, City of Monterey  
Carl Holm, Monterey County  
Victoria Beach, City of Carmel-by-the-Sea

**Other Attendees**

Michael Houlemard, FORA  
Steve Endsley, FORA  
Josh Metz, FORA  
Diana Ingersoll, City of Seaside  
Bob Schafer, member of the public  
Sean Kranyak, member of the public

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**3. APPROVAL OF MEETING MINUTES**

- a. Monday June 2, 2014
- b. Thursday June 19, 2014
- c. Friday June 20, 2014 (a&b)

Motion: Elizabeth Caraker moved, seconded by Victoria Beach.

Motion Passed: Unanimous

**4. PUBLIC COMMENT PERIOD**

None.

**5. BUSINESS ITEMS**

The Task Force heard a summary report from FORA staff on the outcomes of their RFP Finalist reference checks since the last meeting of the Task Force.

Motion: Layne Long moved that the Regional Urban Design Guidelines Task Force recommend that the FORA Board hire the team led by Dover-Kohl & Partners to complete the Regional Urban Design Guidelines project. Second by Victoria Beach.

Motion Passed: Unanimous

Task Force member Anya Spear called in to the meeting and agreed with the recommendation. John Dunn sent Diana Ingersoll to lend his support to the motion in his absence.

6. **ITEMS FROM MEMBERS**

Victoria Beach stated that the FORA staff handled the RUDG RFQ-RFP process with professionalism and that the products and procedures used allowed the Task Force to obtain quality applicants that addressed the project needs.

7. **ADJOURNMENT**

The next meeting of the RUDG Task Force will be set at a later date. The meeting was adjourned at approximately 10:45a.m.

Minutes prepared by Josh Metz

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Travel Report

**Meeting Date:** October 10, 2014

**Agenda Number:** 10g

**INFORMATION**

### **RECOMMENDATION(S):**

Receive an informational travel report from the Executive Officer.

### **BACKGROUND/DISCUSSION:**

The Executive Officer regularly submits reports to the Executive Committee on FORA staff/Board travel. The Committee reviews and approves requests, and the travel information is reported to the Board as an informational item.

### **Upcoming Travel**

#### **International Economic Development Council (IEDC) Annual Conference**

**Destination:** Fort Worth, TX

**Date:** October 18-22, 2014

**Traveler/s:** Michael Houlemard

Executive Officer Michael Houlemard will travel to Fort Worth, TX to attend the IEDC Annual Conference entitled "Steering Towards the Future: Convergence, Connectivity, and Creativity." The Conference will focus on best practices in incentive due diligence, drafting and enforcing performance agreements, and utilizing economic and fiscal impact analyses to deploy incentives in accordance with local needs and strategic community goals.

#### **Association of Defense Communities (ADC) Base Redevelopment Forum**

**Destination:** San Francisco, CA

**Date:** November 11-14, 2014

**Traveler/s:** Michael Houlemard, 2 Others (Board/Staff)

Executive Officer Michael Houlemard and 2 other Board/Staff members will travel to San Francisco to attend the ADC Installation Innovation Forum, which will highlight successful redevelopment projects in the San Francisco Bay Area. The Forum is designed for current local redevelopment authorities, legacy base closure projects, and non-military reuse projects that are complex and large in scale and will focus on advancing economic opportunity through community-driven redevelopment. Mr. Houlemard has been asked by ADC to lead the California local reuse authority round table panel.

### **FISCAL IMPACT:**

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

Staff time for this item was included in the approved annual budget. Travel expenses are reimbursed according to the FORA Travel Policy.

### **COORDINATION:**

Legislative/Executive Committee

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_  
Lena Spilman Michael A. Houlemard, Jr.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Public Correspondence to the Board

**Meeting Date:** October 10, 2014

**Agenda Number:** 10h

**INFORMATION**

Public correspondence submitted to the Board is posted to FORA's website on a monthly basis and is available to view at <http://www.fora.org/board.html>.

Correspondence may be submitted to the Board via email to [board@fora.org](mailto:board@fora.org) or mailed to the address below:

FORA Board of Directors  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933

DRAFT

**-END-**

**DRAFT  
BOARD PACKET**



# 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)

## MEMORANDUM

TO: Monterey Peninsula College (MPC), University of California Santa Cruz (UCSC), California State University Monterey Bay (CSUMB), County of Monterey, Cities of Del Rey Oaks, Monterey, Marina, and Seaside

FROM: Jonathan Garcia, Senior Planner

RE: Department of Toxic Substances Control (DTSC) Annual Land Use Covenant (LUC) Reporting Request

DATE: September 26, 2014

### Background

The Fort Ord Reuse Authority (FORA), DTSC, MPC, UCSC, CSUMB, County of Monterey, Cities of Del Rey Oaks, Monterey, Marina, and Seaside signed a memorandum of agreement concerning monitoring and reporting on environmental restrictions on the former Fort Ord (LUC MOA), effective November 15, 2007. The LUC MOA requires the eight reporting entities – MPC, UCSC, CSUMB, County of Monterey, Cities of Del Rey Oaks, Monterey, Marina, and Seaside – to report to FORA or the County concerning their compliance with all recorded LUCs in their jurisdiction. Before FORA ceases to exist (June 30, 2020), FORA will transfer its responsibility to the County of Monterey for compiling the eight reporting entities' monitoring reports and transmittal of the compiled report to DTSC. FORA and the County will send correspondence notifying the Parties of the LUC MOA when FORA transfers its responsibility to the County of Monterey.

### LUC Reporting Request for Period July 1, 2012 to June 30, 2014.

The eight reporting entities are currently two reporting periods behind schedule. FORA staff recently met with the County of Monterey and DTSC to discuss ways to streamline the LUC reporting process. FORA staff, County of Monterey, and DTSC identified three measures to improve the LUC reporting process:

- 1) FORA will transmit an LUC Reporting Request (this letter) to the reporting entities asking that they combine two reporting periods (July 1, 2012 to June 30, 2014) and set the **deadline to submit the July 1, 2012 to June 30, 2014 LUC Report to FORA by December 31, 2014.**
- 2) **The Jurisdictions are reminded that DTSC enforces compliance with the LUC MOA, including reporting submission deadlines. Failure to meet the LUC reporting deadlines may result in a reporting entity incurring additional costs for DTSC to complete the Jurisdiction's LUC reporting requirements.**
- 3) The LUC reporting surveys that FORA (or the County, in the future) transmit to the reporting entities for their annual reports will use a modified format, as shown in **Attachment A**, to streamline the reporting process.

If you have any questions about the LUC MOA or the annual LUC reporting process, please contact me at (831) 883-3672 or [jonathan@fora.org](mailto:jonathan@fora.org).

**Former Fort Ord**

**Land Use Covenant Report Outline**

Combined Annual Status Report for \_\_\_\_\_ (Jurisdiction) on Land Use  
Covenants  
Covering the combined years of July 1, 2012 to June 30, 2014.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to:

Fort Ord Reuse Authority

By

December 31, 2014\*

**DATE OF REPORT:** \_\_\_\_\_

**SUBMIT TO:** Fort Ord Reuse Authority  
Attn: Jonathan Garcia  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933

**GENERAL:**

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

yes or  no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

yes or  no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

yes or  no

**PARCELS**

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

**\* The Jurisdictions are reminded that DTSC enforces compliance with the LUC MOA, including reporting submission deadlines. Failure to meet the LUC reporting deadlines may result in a reporting entity incurring additional costs for DTSC to complete the Jurisdiction's LUC reporting requirements.**

yes or  no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

**GROUND WATER COVENANTS:**

Is a ground water covenant applicable in your jurisdiction?  
(if no, skip questions 1 through 4)  yes or  no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

yes or  no

2. Did jurisdiction staff check with the applicable local building department (please list department name: \_\_\_\_\_) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

yes or  no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: \_\_\_\_\_) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

yes or  no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

yes or  no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

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**LANDFILL BUFFER COVENANTS:**

Is a landfill buffer covenant applicable in your jurisdiction?  
(if no, skip questions 1 through 3)  yes or  no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

yes or  no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: \_\_\_\_\_) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were built on the restricted parcels within your jurisdiction?

yes or  no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: \_\_\_\_\_) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

yes or  no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

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**SOIL COVENANTS:**

Is a soil covenant applicable in your jurisdiction?  
(if no, skip questions 1 through 4)

yes or  no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

yes or  no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

yes or  no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

yes or  no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report as required by the LUC MOA dated November 15, 2007?

yes

If you answered yes to any questions 1 through 4 above, please provide the following information:  
(Use additional sheets if needed.)

a) details on how the 911 records were reviewed (such as County point of contact requested 911 records from responsible County

