



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | www.fora.org

ADMINISTRATIVE COMMITTEE

8:15 A.M. WEDNESDAY, JULY 31, 2013

920 2nd Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

AGENDA

1. **CALL TO ORDER AT 8:15 AM**
2. **PLEDGE OF ALLEGIANCE**
3. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**
 - a. Status of FORA Initiatives INFORMATION
 - b. Capital Improvement Program (CIP) Correspondence: INFORMATION
 - i. July 25, 2013 Letter from the Building Industry Association-Bay Area
 - ii. July 25, 2013 Letter from Best Best & Kreiger LLP
 - iii. July 26, 2013 FORA Response
4. **PUBLIC COMMENT PERIOD:**

Members of the audience wishing to address the Fort Ord Reuse Authority (FORA) Administrative Committee on matters within the jurisdiction of FORA, but not on this agenda, may do so during the Public Comment Period. Public comments are limited to three minutes. Public comments on specific agenda items will be heard under that item.
5. **APPROVAL OF MEETING MINUTES**
 - a. July 17, 2013 Administrative Committee Minutes ACTION
6. **AUGUST 9, 2013 BOARD MEETING – AGENDA REVIEW** INFORMATION/ACTION
7. **NEW BUSINESS**
 - a. Consistency Determination: The Promontory at California State University, Monterey Bay ACTION
 - b. August 14, 2013 Special Administrative Committee Meeting – HCP Review ACTION
8. **OLD BUSINESS**
 - a. FY 2013/14 CIP ACTION
9. **ITEMS FROM MEMBERS**
10. **ADJOURNMENT**

NEXT SCHEDULED MEETING: AUGUST 14, 2013

For information regarding items on this agenda or to request disability related modifications and/or accommodations please contact the Deputy Clerk by 5:00 p.m., one business day prior to the meeting. Agendas are available on the FORA website at www.fora.org.



July 25, 2013

Crisand Giles
Executive Director

FORA Administrative Committee
Michael Houlemard, Executive Officer
Fort Ord Reuse Authority
920 2nd Ave., Suite A
Marina, CA 93933

RE: Comment Letter – Capital Improvement Program

Dear Chair Dawson and Committee Members;

On behalf of the Building Industry Association of the Bay Area (BIA) we appreciate the opportunity to comment on the Capital Improvement Program (CIP) and clarify our position on the CIP and its adoption.

At the time FORA was negotiating their 2020 extension (spring/summer 2012) it was decided that all of the CIP revenues should be included in the CIP program and that a formulaic calculation was the best way to establish a defined, predictable and transparent process to calculate the CFD and Development Fees. The formulaic approach eliminates CIP funding risk by adapting to changing economic conditions while still funding 100% of the program mitigation measures and base-wide obligations.

When FORA adopted the formulaic approach it shifted the significance of the CIP. Historically the CIP did not include all of the available revenue sources (land sale and property tax revenues) and the CIP was not used to calculate the CFD and Development Fees. By improving the level of detail included in the CIP and incorporating the best available data and information the CIP can stand alone as a governing document to fund base-wide obligations.

The adoption of this CIP is different from previous CIP's because FORA has updated cost and programmatic detail to include, eliminating some of the previous uncertainty. From the BIAs perspective it is important that the mitigations are fully funded and that the calculated CFD and Development Fees cover all of the necessary infrastructure and mitigation costs – **BIA wants the CFD fee to be correct.** We are not angling for the lowest CFD fee; we want the CIP to clearly identify the programs and costs because the CIP now governs the formulaic calculation which eliminates funding risk and adapts to changing economic conditions.

Mailing Address:
150 S Almaden Blvd., #1100
San Jose, CA 95113

Tel (925) 360- 5101
cgiles@biabayarea.org
<http://www.biabayarea.org>

It was our understanding coming out of the July 17th meeting that a revised CIP would be distributed by July 24th, however at the time this letter was drafted only a limited amount of information has been made available on the updated CIP. Nonetheless, BIA would like to clarify our position on many of the items discussed at the July 17, 2013 Administrative Committee meeting, and the direction we heard staff was taking to update the CIP materials.

Key items for your consideration remain, (per FORA's CIP "Progress to Date and Next Steps" distributed at the July 17th Administration Committee meeting):

1. **Absorption Assumptions** – while previous CIP's may have included construction projections past FORA's life the First Amendment to the Implementation Agreement (First Amendment) and the formulaic calculation changed the significance of the CIP. After discussion with FORA staff and the Administrative Committee (Admin) members at the July 17th meeting BIA looks forward to reviewing the updated construction absorption.
2. **Cost Indexing** – the original CFD is no longer applicable, FORA and the 5 member jurisdictions have agreed in adopting the First Amendment that the index for cost escalation is "San Francisco Construction Cost Index reported in the Engineering News Record". It was reported by FORA staff that the Bond Council recommended that FORA use the national 20-Cities Construction Cost Index, however the Bond Council asserts they do not weigh in on construction cost index selection. It is up to the FORA Board to determine the appropriate indexing, which they have done by adopting the First Amendment. The BIA does not want to "cherry pick" which index to use, we want FORA staff to implement the Board direction and use the San Francisco cost index as outlined in the First Amendment. Overall the difference to calculating the CFD using either of the discussed indices is marginal – historically speaking if the San Francisco index had been used it would have resulted in slightly higher Maximum CFD. Again what is important to the BIA is not this year's index rate, but that the formulaic approach is applied consistently to ensure the entire program is funded and consistent with the governing documents. For greater detail on this issue please refer to the enclosed letter by Joseph E. Coombs dated June 27, 2013.
3. **Transportation/Transit** – we appreciate that FORA prioritizes CIP projects in years that correspond with development forecasts. It was brought up at the last Admin meeting that key design characteristics of both Gigling Road and Eastside Parkway have been altered from 4-lanes, as they appear in the Base Reuse Plan CEQA documents, to 2-lanes which staff agreed they had a full set of design plans. In this case it would seem the CIP is underfunding infrastructure program and should include revised estimates of Gigling Road and Eastside Parkway with 4-lanes as proposed in the Environmental Impact Report. Likewise any other projects with full plans should be re-estimated and those updated costs used in the CIP, that way FORA will know the current cost to deliver these projects without relying on escalated figures that are over 15 years old. From the BIA's perspective we want the true costs included so the CIP does not rely on inflated contingencies. Update the costs and add 10% which is the industry standard for project contingency.
4. **Habitat Conversation Plan (HCP)** – while there are still various unknowns regarding the funding and implementation of the HCP, FORA staff has discussed data and detail that should be included in this round of the CIP adoption. The absorption presented in the July 17th Admin committee exceeded the 20% threshold (of post FORA construction) established when extending FORA to 2020. That absorption rate also jeopardizes the entire viability of the Base Reuse Plan by leaving over 50% of the mitigations without identified funding. The absorption rate reported by the development community and confirmed by the 5 member jurisdictions meets all of these obligations without adding risk to the HCP. It was reported at the Development Meeting (July 9th) that the \$5 Million dollars identified in HCP reserves does not include the cost of drafting and reviewing the HCP. The HCP budget should be clear where this funding is coming from and how it will be included CIP and funded by the CFD. Is that planning and drafting cost captured in the \$39 Million to implement the HCP, or is that only a

move forward budget as was expressed by staff. Again our concern is that the budgets do not reflect known costs of the HCP.

5. **Contingencies** – the HCP should be updated to reflect the costs FORA is experiencing to draft and review the document and include these figures in the CIP. We suggest that the 50% HCP contingency be reduced. There are already contingencies on the line item costs within the HCP and an additional 50% of cost included as supplementary HCP contingency. While it is common to have 15-20% contingencies at 50% the current HCP contingency is excessive. Other contingencies in the CIP seem to cover items that are already the responsibility of ESCA, the Army, and/or would be recovered by the insurance already included in the CIP costs. We would prefer to see the CIP include known costs and update the HCP contingency to 10% of the total known costs. At this point 50% of the HCP cannot be unknown, FORA is about to release the document and has already received comments from the wildlife agencies. It is important that the CIP consider this information now and not wait until spring 2014 because this CIP will be used to calculate the CFD next spring.
6. **Water Augmentation** – immediately after the last Admin meeting the Marina Coast Water District (MCWD) presented an entirely new rate study that should be considered in the CIP. It outlined that MCWD is not using FORA funding in its projections because they are uncertain that funding will be available. It is critical that this information be considered and synchronized with assumption in the CIP, otherwise rate payers may be levied the additional cost of improvements that are part of the CIP. The Water Augmentation infrastructure should also align with FORA's absorption assumptions; these updated estimates should be reflected in the CIP prior to adoption.
7. **Surplus Fund Balance** – again this CIP will be used to calculate the CFD fee in spring 2014, waiting until next spring to consider why the indentified surplus of approximately \$25 Million exists does not reflect the predictable and transparent process the First Amendment was adopted to create. FORA has yet to identify the intended use for the \$25 Million or the authority to collect such a surplus.
8. **CIP Narrative** – overall what the BIA wants is also in the best interests of FORAs 5 member jurisdictions, that the CIP be updated to be user friendly and stand alone as the governing document to calculate the CFD Fee. Many of the CIP improvements lack detail that would allow the member jurisdictions to prioritize local improvements and development planned within their communities (building removal, property management and caretaker costs).

The BIA has acknowledged there are inherent uncertainties prevalent in Base Reuse projects and that cost contingencies were an important concession to establish the CFD formulaic calculation. Each CIP review allows the member jurisdictions and FORA staff the opportunity to refine those programmatic costs and improve the overall program. It is in our collective best interest to keep working on this CIP so it includes the most up to date and accurate information.

Sincerely,



Crisand Giles - Executive Director – South Bay
925.360.5101 Mobile or cgiles@biabayarea.org

Enclosure: (1) Joseph Coomes Letter - RE: FORA Indexing (dated June 27, 2013)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584

500 Capitol Mall, Suite 1700, Sacramento, CA 95814
Phone: (916) 325-4000 | Fax: (916) 325-4010 | www.bbklaw.com

Riverside
(951) 686-1450

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Joseph E. Coomes, Jr.
(916) 551-2830
joe.coomes@bbklaw.com
File No. 82708.00001

June 27, 2013

Michael A. Houlemard, Jr.
Executive Director
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Re: FORA Indexing

Dear Michael,

At the request of my client Scott Hilk, Marina Community Partners, I have reviewed the Memo dated June 19, 2013, from Jerry Bowden and Jim Arnold to Michael A. Houlemard Jr ("Memo") reiterating FORA Board Policy for the annual indexing of the FORA Fee and the CFD Special Tax and the email correspondence from Jerry Bowden dated June 25, 2013, related to the FORA CFD fee indexing, that was forwarded to Scott. It is our understanding that FORA intends to increase the current CFD fee which was just adopted on May 10, 2013. The proposed fee increase would affect the Dunes on Monterey Bay project and all projects in the former Fort Ord. Scott has requested that I forward these comments directly to you for your consideration.

The Memo begins by stating that the tax rate is to be effective on July 1 and that Section IV of CFD Resolution No. 02-8 ("CFD Resolution"), beginning on page B-4 requires: 1) the tax to be established on the bases of costs during the "immediately preceding Fiscal Year..." and 2) the tax to be adjusted annually on the basis of the "Construction Cost Index ("CCI") applicable to the area in which the District is located...." (reciting in full the pertinent paragraph in a footnote).

The Memo then recites that Board policy is to apply the change in costs for the 12-month period ending in January as the measure of the CCI adjustment and states the reasons for that adjustment date is to give staff enough time to do analysis to establish the adjusted rate by July 1. The Memo also refers to the fact that the CCI Index used by FORA is the "Twenty City Average" prepared by the Engineering News Record rather the San Francisco average, which is made up of 20 large cities across the United States including San Francisco. The reason given for this is said to relate to "factors which tend to drive costs up for an urban environment as opposed to the suburban environment of Fort Ord."



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Michael A. Houlemard, Jr.
Fort Ord Reuse Authority
June 27, 2013
Page 2

1. The Applicable CCI.

The Memo fails to consider that FORA and 5 jurisdictions have agreed in a First Amendment to Implementation Agreement ("First Amendment") that the index for cost escalation is the "San Francisco Construction Cost Index reported in the Engineering News Record" (Sec. 1.1, First Amendment). This language is more consistent with the CFD Resolution requirement to use the CCI "applicable to the area in which the District is located" than the Twenty City Average which is based on twenty large cities across the United States (including San Francisco). Any increase to the CFD fee should be based on the San Francisco Construction Cost Index.

2. The Applicable CCI Period.

It is important to note that the CFD document states that "On each July 1, commencing on July 1, 2002, the Maximum Special Tax Rates..."(emphasis added). This is important because it requires that the Maximum rate be adjusted but does not require the actual rate, which is significantly below the maximum to be adjusted.

The CFD Resolution requires the CCI adjustment to be made on the basis of "the percentage change since the immediately preceding Fiscal Year..." (as cited in the Memo). The CFD document also defines "Fiscal Year" to mean the period starting July 1 and ending June 30." The immediately preceding Fiscal Year to the July 1 adjustment date is the immediately preceding period commencing July 1 and ending June 30. The use of the CCI for the preceding 12 month period ending in January, and the reason given for this inconsistency that staff needs the time to analyze costs and projections in order to adjust the rate as of July 1, are not consistent with the CFD document language. The cost indexing adjustment to the current approved fee is a simple arithmetic exercise to multiply the CCI adjustment by the current fee for the July 1 adjustment, there should be ample time for staff to use the last available CCI in the immediately preceding Fiscal Year which could be either the published CCI in June or the CCI published in the first days of July (with the rate adjustment to be effective July 1). Again, this is more consistent with the requirement of the CFD Resolution than using a January CCI which does not substantially meet the CFD Resolution requirement to use the CCI for the "immediately preceding Fiscal Year."

3. Conclusion.

The Board Policy for adjusting the CFD Special Taxes does not substantially comply with the requirements of the CFD Resolution and the First Amendment. Following the clear language of the CFD Resolution and First Amendment would provide substantial compliance with those requirements and can be implemented by FORA staff



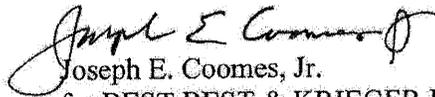
BEST BEST & KRIEGER
ATTORNEYS AT LAW

Michael A. Houlemard, Jr.
Fort Ord Reuse Authority
June 27, 2013
Page 3

I will be traveling, so I request that you respond directly to Scott.

Thank you for your consideration.

Sincerely,


Joseph E. Coomes, Jr.
for BEST BEST & KRIEGER LLP

Cc Scott Hilk, Marina Community Partners
Crisand Giles, Building Industry Association of the Bay Area

Crissy Maras

From: Crissy Maras
Sent: Friday, July 26, 2013 4:21 PM
To: Crisand Giles (cgiles@biabayarea.org)
Subject: FORA Capital Improvement Program FY 2013/14

Crisand,

Michael requested that I respond to the email you sent him yesterday afternoon, copying the FORA Administrative Committee (AC). It was our understanding from the July 17th AC meeting that, based on when FORA staff received requested updates, we would make every effort to get the complete CIP out to the Committee ahead of Friday July 26th. We were able to send out a revised Table 3 on Wednesday and the rest of all remaining tables were sent yesterday. As I responded separately, your request for the remaining tables was unintentionally routed to my junk mail folder.

We are in receipt of the comment letter attached to your email and have provided the following response:

- #1 – We responded to this point by accepting development forecasts as submitted by the LUJs.
- #2 – The CFD rate has been set based on consistent application of the methodology used for twelve years and as defined in the Community Facilities District adoption. Please note this matter was not referred to the Administrative Committee by the Board, but staff did indicate they are willing to continue the discussion in Phase III.
- #3 – Transportation costs and contingencies will be reviewed in a Phase III CIP Study prior to the formula application in 2014 (January to May 2014).
- #4 – The absorption rate/development forecasts are being presented at the July 31st AC meeting as the jurisdictions submitted them. Based on these forecasts, the HCP endowment would be funded before FY 19/20. The cost of preparing and drafting the HCP is not included in the \$39.1 M HCP cost estimate described in the CIP, so does not affect the CIP or rates.
- #5 – Remaining contingency costs (previously reduced from \$120M to \$40M) will be reviewed in the Phase III CIP Study prior to the formula application in 2014.
- #6 – We responded to this point by accelerating the voluntary contribution funding for water and wastewater collection system capacity charge buy down.
- #7 – The surplus is currently \$8M, not \$25M, however – a surplus does indicate the fee might be lowered in a future CFD/Development Fee formula calculation.
- #8 – The text has been enhanced in many ways, and the current draft includes additional edits to address questions raised by the Administrative Committee and others.

The complete CIP will be available later today and posted on FORA's website. We will look forward to the AC discussion on this item July 31st.

Crissy Maras

Grants and Contracts Coordinator
920 2nd Avenue Ste. A
Marina, CA 93933
831.883.3672

www.fora.org





FORT ORD REUSE AUTHORITY

ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, July 17, 2013 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER AND ROLL CALL

Chair Dawson called the meeting to order at 8:17 a.m. The following were present, as indicated by signatures on the roll sheet:

Daniel Dawson, City of Del-Rey-Oaks*
Elizabeth Caraker, City of Monterey*
Layne Long, City of Marina*
Carl Holm, County of Monterey*
John Dunn, City of Seaside*
Debby Platt, City of Marina
Diana Ingersoll, City of Seaside
Tim O'Halloran, City of Seaside
Ray Corpuz, City of Salinas
Heidi Burch, City of Carmel-by-the-Sea
Graham Bice, UC MBEST

Lyle Shurtleff, BRAC
Anya Spear, CSUMB
Patrick Breen, MCWD
Mike Zeller, TAMC
Paul Greenway, County of Monterey
Kathleen Lee, Sup. Potter's Office
Bob Schaffer
Scott Hilk, MCP
Crisand Giles, BIA Bay Area
Beth Palmer, Monterey Downs

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

* Voting Members

2. PLEDGE OF ALLEGIANCE

Patrick Breen led the Pledge of Allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

a. Associate Planner Recruitment – Post Reassessment Actions

Executive Officer Michael Houlemard stated that FORA had received numerous responses to the recruitment for an Associate Planner, which would remain open until July 24, 2013.

b. Association of Defense Communities Base Redevelopment Forum

Mr. Houlemard announced that he had been asked by the Association of Defense Communities (ADC) to chair the opening keynote address at the Forum, to be held in September in Portland, Maine. The Forum would be the first in a new ADC strategy of more focused, subject-specific conferences for military base reuse communities.

4. PUBLIC COMMENT PERIOD

None.

5. APPROVAL OF MEETING MINUTES

a. July 2, 2013 Administrative Committee Minutes

MOTION: Elizabeth Caraker moved, seconded by Carl Holm, to accept the July 2, 2013 minutes, as presented.

MOTION PASSED: unanimous.

6. JULY 12, 2013 BOARD MEETING FOLLOW UP

a. Capital Improvement Program

Mr. Houlemard provided an overview of the Board's July 12th action regarding the Capital Improvement Program (CIP) and stated that the Committee would have an opportunity to provide recommendations under agenda item 7a.

b. Initiatives and Related Process

Mr. Houlemard provided an update on the two initiatives, noting that FORA's total share of the County's election costs would not be known until after the election. He urged the Committee members and public to review the initiative materials available on the FORA website.

7. OLD BUSINESS

a. FY 2013/14 Capital Improvement Program

i. Jurisdictions' Revised Development Schedules

ii. Summary of 7-9-13 FORA-BIA Stakeholder Meeting

iii. Next Steps

Assistant Executive Officer provided an overview of the FY 2013/14 CIP process. Senior FORA Planner Jonathan Garcia discussed the updated development forecasts received from the jurisdictions. The Committee reviewed the CIP document and staff agreed to return an updated CIP package to the Committee, reflecting newly received development forecast figures and associated CIP text changes, at their July 31, 2013 meeting.

b. Schedule Meeting to Review Draft HCP Governing Agreements/Documents

Mr. Garcia stated that staff planned to schedule a meeting to review the HCP documents immediately following the Administrative Committee meeting on August 14, 2013.

8. ITEMS FROM MEMBERS

Mr. Houlemard stated that staff was currently working with CSUMB to organize the Board-approved colloquia regarding implementation of the Base Reuse Plan and that they were open to input from the Administrative Committee, if desired.

9. ADJOURNMENT

Chair Dawson adjourned the meeting at 9:50 a.m.

- START -

**DRAFT
BOARD PACKET**



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | www.fora.org

BOARD OF DIRECTORS REGULAR MEETING

Friday, August 9, 2013 at 2:00 p.m.

910 2nd Avenue, Marina, CA 93933 (Carpenter's Union Hall)

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. CLOSED SESSION

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – Five Cases
 - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority, Case Numbers: M114961, M116438, M119217
 - ii. Bogan v. Houlemard, Case Number: M122980
 - iii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M118566
- b. Conference with Legal Counsel - Anticipated Litigation, Gov Code 54956.9(b) – One Case

3. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4. PLEDGE OF ALLEGIANCE

5. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. 2013 FORA Annual Report

6. CONSENT AGENDA

- a. Approval of the July 12, 2013 Board Meeting Minutes ACTION
- b. Adopt Resolution 13-XX, Ordering Placement of the Initiatives on November 5, 2013 Ballot and Delegating Authority to County of Monterey to Conduct Elections ACTION

7. NEW BUSINESS

- a. Consistency Determination: The Promontory at California State University, Monterey Bay ACTION
- b. Presentation of Marina Coast Water District Draft Financial Plan and Rate Study – Preliminary Findings INFORMATION

8. OLD BUSINESS

- a. FY 2013/14 Capital Improvement Program INFORMATION/ACTION
- b. Authorize Executive Officer to Execute CCCVC Land Transfer Agreement ACTION

9. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Fort Ord Reuse Authority (FORA) Board of Directors on matters that are not on this agenda, but are within FORA's jurisdiction, may comment for up to three minutes during this period. Public comments on specific agenda items are heard under that item.

10. EXECUTIVE OFFICER'S REPORT

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

INFORMATION/ACTION
INFORMATION
INFORMATION
INFORMATION
INFORMATION/ACTION
INFORMATION

11. ITEMS FROM MEMBERS

12. ADJOURNMENT

DRAFT

NEXT REGULAR BOARD MEETING: SEPTEMBER 13, 2013

Placeholder for Item 6b

***Adopt Resolution 13-XX,
Ordering Placement of the Initiatives on the
November 5, 2013 Ballot and Delegating
Authority to the County of Monterey to
Conduct Elections.***

This item will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

NEW BUSINESS

Subject:	Consistency Determination: The Promontory at California State University, Monterey Bay	
Meeting Date:	August 9, 2013	ACTION
Agenda Number:	7a	

RECOMMENDATION(S):

Approve Resolution 13-XX (**Attachment A**), concurring in (or denying) the City of Marina's (Marina's) legislative land use decision and development entitlement that the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory are consistent with the Fort Ord Base Reuse Plan (BRP).

BACKGROUND:

Marina submitted the legislative land use decision and development entitlement related to The Promontory for a consistency determination on July 10, 2013 (**Attachment B**). Marina requested a Legislative Land Use Decision and Development Entitlement Review of these items in accordance with sections 8.02.010 and 8.02.030, respectively, of the Fort Ord Reuse Authority (FORA) Master Resolution.

Under state law, (as codified in FORA's Master Resolution) legislative land use decisions (plan level documents such as General Plans, General Plan Amendments, Zoning Codes, Redevelopment Plans, etc.) must be scheduled for FORA Board review under strict timeframes. This item is included on the Board agenda because it includes a legislative land use decision, requiring Board approval.

On July 2, 2013 the Marina City Council adopted Resolution No. 2013-87 finding General Plan text amendment GP 2013-01; Zoning Map amendment ZM 2013-01 to change the Zoning District from "Public Facility (PF)" to "Specific Plan (SP)"; Specific Plan SP 2013-01; and a water allocation for the student dormitory housing project to be consistent with the Fort Ord Base Reuse Plan.

On July 2, 2013, the Marina City Council adopted Resolution No. 2013-88, approving a Development and Disposition Agreement that will allow for the sale by the City of the property to the developer for a purchase price of \$1,900,000, demolition of Building 4900 and other buildings, and the construction of three, four-story purpose built buildings that would house 174 one-, two-, three- and four-bedroom dormitory units for a total of 579 bedrooms.

AMCAL will be purchasing the land from the City, developing the student dormitory housing and entering into an Agreement with CSUMB to market to students. The property will be owned by the private developer, be professionally managed and be marketed through the CSUMB housing system.

The FORA Administrative Committee will review this item on July 31, 2013.

DISCUSSION:

Marina staff will be available to provide additional information to the FORA Board on August 9, 2013. In all consistency determinations, the following additional considerations are made and summarized in a table (**Attachment C**).

Rationale for consistency determinations FORA staff finds that there are several defensible rationales for making an affirmative consistency determination. Sometimes additional information is provided to buttress those conclusions. In general, it is noted that the BRP is a framework for development, not a precise plan to be mirrored. However, there are thresholds set in the resource constrained BRP that may not be exceeded without other actions, most notably 6,160 new residential housing units and a finite water allocation. More particularly, the rationales for consistency analyzed are:

LEGISLATIVE LAND USE DECISION CONSISTENCY FROM SECTION 8.02.010 OF THE FORA MASTER RESOLUTION

(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 support 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;

Marina's submittal is consistent with the Base Reuse Plan. The general plan text amendment clarifies that the "Public Facilities" use is a "Public Facilities-Educational" use and incorporates 174 units of off-campus student dormitory housing.

(2) Provides for a development more dense than the density of uses permitted in the Reuse Plan for the affected territory;

Marina's submittal is consistent with the Base Reuse Plan. The 174 units of off-campus student dormitory housing does not exceed BRP thresholds.

(3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution;

Marina's submittal is in substantial conformance with the applicable programs in the Base Reuse Plan and Master Resolution. Marina took action required by FORA Master Resolution section 8.02.040, adoption of required programs and section 8.01.020 (g), procedures for Consistency Determinations for legislative land use decisions.

The City of Marina exercised its discretion during the development of its current General Plan (adopted October 31, 2000), prepared in large to implement the Fort Ord Base Reuse Plan (BRP) and associated documents.

With the adoption of its General Plan (October 31, 2000) the City of Marina fulfilled its obligations to FORA for long range planning to implement the Base Reuse Plan.

An important stated purpose of the Marina General Plan Update was to implement the BRP. At a Special Joint Meeting of the Marina City Council and Marina Planning Commission held on June 4, 1997, City staff presented a list of 165 task, policies and programs mandated by the FORA Reuse Plan and associated documents. The staff report clarifies,

“Now that staff has compiled a comprehensive list of FORA policies and programs, planning staff can begin to draft work programs for completion of various General Plan elements.”

The General Plan policy was developed through a series of public workshops, Planning Commission and City Council public meetings, and public hearings. Through this process, policies within each element were refined to reflect the independent consideration of Marina’s elected officials.

An Environmental Impact Report (EIR) was also certified for the General Plan and FORA participated as a responsible agency under the California Environmental Quality Act (CEQA) during preparation of the EIR.

Consistent with California Government Code Section 67675.2, on October 31, 2000, the Marina City Council adopted Resolution No. 2000-96 (**Attachment D**), certifying the intention of the City to carry out the Marina General Plan in conformity with the Fort Ord Reuse Authority Act and finding the General Plan consistent with said act and FORA’s adopted plans and policies.

The FORA Board concurred in Marina’s General Plan consistency determination with the BRP on March 22, 2001, establishing the General Plan as a basis for this project’s review.

The newly adopted General Plan, along with many supporting documents detailing consistency, including a Chapter 8 checklist of policy topics, was formally submitted to FORA on March 6, 2001.

Pursuant to California Government Code Section 67675.3 (b), the FORA Board did have the option to refuse certification, in whole or in part, of the General Plan, but this was not the case.

On May 22, 2001, the Fort Ord Reuse Authority (FORA) adopted Resolution No. 01-05 (**Attachment E**), making the findings that the City has followed the procedures and fulfilled the requirements of the Implementation Process and Procedures of the Fort Ord Base Reuse Plan and the Master Resolution and has met the requirements of California Government Code Section 67675 et seq.; and that the City has provided substantial evidence that the Amendments are consistent with the Fort Ord Base Reuse Plan; and further, that the City of Marina’s Amendments to its General Plan, as contained in Resolution No. 2000-95 will, considering all their aspects, further the objectives and policies of the Final Base Reuse Plan and are hereby approved and certified as meeting the requirements of Title 7.85 of the Government Code and are consistent with the Fort

Ord Base Reuse Plan.

Further, Resolution No. 01-5 obligates that,

“The Board finds that Chapter 8 of the FORA Master Resolution should be adjusted within 180 days to clarify and eliminate any potential inconsistency between the Base Reuse Plan and the Marina General Plan.”

Specific Plans or projects that implement the FORA-certified Marina General Plan are by design consistent with the Fort Ord Base Reuse Plan.

Specific Plans shall, by law, include a statement of consistency of the Specific Plan with the General Plan. Section 1.6.1 of the Promontory @ CSUMB, Marina, Specific Plan contains a summary of all applicable General Plan policies implemented through the Specific Plan. Taken as a whole, the Promontory project is in substantial conformance with applicable programs specified in the BRP.

(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;

Marina’s submittal is consistent with the Base Reuse Plan and noted documents. The submittal presents no such conflicts and is compatible with open space, recreational, or habitat management areas in that the subject property is designated “Public Facilities” on the General Plan Land Use Map, and is designated as a development parcel within the Installation-wide Multispecies HMP for Former Fort Ord.

(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;

FORA staff do not yet have sufficient information to determine whether or not this requirement has been met. FORA staff has not yet agreed with the terms and conditions of the property Transaction Worksheet submitted on Friday, June 28, 2013. Section 5(c) of the FORA-Marina Implementation Agreement states that: “FORA shall have 45 days to review such Transaction Worksheet and informally resolve any issues it may have with the transaction.” FORA staff requested additional information to support the building demolition cost assumption of approximately \$1.2 million included in the Transaction Worksheet. As of this writing, FORA has not received the supporting information. Upon review/resolution of the Transaction Worksheet, FORA will be assured that the project will pay its fair share of the basewide costs through the FORA Community Facilities District special tax, land sales revenue, and property tax that will accrue to FORA.

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

The subject property is designated as a development parcel within the Installation-wide Multispecies HMP for Former Fort Ord and the requirements of the HMP are incorporated into the mitigation measures within the Mitigation and Monitoring Program.

(7) Is not consistent with the Highway 1 Design Corridor Design Guidelines as such guidelines may be developed and approved by the Authority Board; and

The area affected by this submittal is outside of the Highway 1 Design Corridor Design Guidelines' 1,000 foot Planning Corridor east of Highway 1.

(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.

The submittal supports implementation of FORA jobs/housing balance in that project has been developed to implement the City of Marina General Plan, including City of Marina General Plan Policies 5.7.1 and 5.7.2 whereby the City shall adopt an inclusionary housing ordinance with the goal of bringing affordable housing closer to jobs (in this case educational facilities) in Marina, thus reducing the effects of commuting in terms of traffic congestion, air pollution, energy consumption, and community life. The project also helps the City to meet its State Housing obligations within the Housing Element to provide inclusionary housing.

Additional Considerations

(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.

FISCAL IMPACT:

Reviewed by FORA Controller _____

This action is regulatory in nature and should have no direct fiscal, administrative, or operational impact. In addition to points already dealt with in this report, the former Fort Ord development expected to be charged with reuse subject to this submittal would be covered by the Community Facilities District or other agreement to the extent feasible, ensuring a fair share payment of appropriate future fees to mitigate for impacts delineated in the 1997 BRP and accompanying Environmental Impact Report. Marina has agreed to provisions for payment of required fees for future developments in the former Fort Ord under its jurisdiction.

Staff time related to this item is included in FORA's annual budget.

COORDINATION:

Marina staff, Authority Counsel, Administrative Committee, and Executive Committee.

Prepared by _____ Reviewed by _____

Jonathan Garcia

Steve Endsley

Approved by _____

Michael A. Houlemard, Jr.

Resolution 13-XX

Resolution Determining Consistency of)
Marina General Plan text amendment,)
Specific Plan, Zoning Map amendment,)
and project entitlements related to)
The Promontory)

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

- A. On June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Final Base Reuse Plan under Government Code Section 67675, et seq.
- B. After FORA adopted the reuse plan, Government Code Section 67675, et seq. requires each county or city within the former Fort Ord to submit to FORA its general plan or amended general plan and zoning ordinances, and to submit project entitlements, and legislative land use decisions that satisfy the statutory requirements.
- C. By Resolution No. 98-1, the Authority Board of FORA adopted policies and procedures implementing the requirements in Government Code 67675, et seq.
- D. The City of Marina ("Marina") is a member of FORA. Marina has land use authority over land situated within the former Fort Ord and subject to FORA's jurisdiction.
- E. Consistent with California Government Code Section 67675.2, on October 31, 2000, the Marina City Council adopted Resolution No. 2000-96, certifying the intention of the City to carry out the Marina General Plan in conformity with the Fort Ord Reuse Authority Act and finding the General Plan consistent with said act and FORA's adopted plans and policies.
- F. On May 22, 2001, FORA adopted Resolution No. 01-05, making the findings that the City has followed the procedures and fulfilled the requirements of the Implementation Process and Procedures of the Fort Ord Base Reuse Plan and the Master Resolution and has met the requirements of California Government Code Section 67675 et seq.; and that the City has provided substantial evidence that the Amendments are consistent with the Fort Ord Base Reuse Plan; and further, that the City of Marina's Amendments to its General Plan, as contained in Resolution No. 2000-95 will, considering all their aspects, further the objectives and policies of the Final Base Reuse Plan and are hereby approved and certified as meeting the requirements of Title 7.85 of the Government Code and are consistent with the Fort Ord Base Reuse Plan.
- E. After a noticed public meeting on July 2, 2013, the City of Marina adopted a General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory. Marina also found these items consistent with the Fort Ord Base Reuse Plan, FORA's plans and policies and the FORA Act and considered the Fort Ord Base Reuse Plan Environmental Impact Report ("EIR") in their review and deliberations.

- F. On July 2, 2013, the City of Marina recommended that FORA concur in the City's determination that FORA's Final Base Reuse Plan, certified by the Board on June 13, 1997, and Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory are consistent. Marina submitted to FORA these items together with the accompanying documentation.
- G. Consistent with the Implementation Agreement between FORA and Marina, on July 10, 2013, Marina provided FORA with a complete copy of the submittal for lands on the former Fort Ord, the resolutions and ordinance approving it, a staff report and materials relating to the City of Marina's action, a reference to the environmental documentation and/or CEQA findings, and findings and evidence supporting its determination that the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory are consistent with the Fort Ord Base Reuse Plan and the FORA Act (collectively, "Supporting Material"). Marina requested that FORA certify the submittal as being consistent with the Fort Ord Base Reuse Plan for those portions of Marina that lie within the jurisdiction of FORA.
- H. FORA's Executive Officer and the FORA Administrative Committee reviewed Marina's application for consistency evaluation. The Executive Officer submitted a report recommending that the FORA Board find that the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory are consistent with the Fort Ord Base Reuse Plan. The Administrative Committee reviewed the Supporting Material, received additional information, and concurred with the Executive Officer's recommendation. The Executive Officer set the matter for public hearing regarding consistency of the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory before the FORA Board on August 9, 2013.
- I. Master Resolution, Chapter 8, Section 8.02.010(a)(4) reads in part: "(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 [it] (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property..."
- J. In this context, the term "consistency" is defined in the General Plan Guidelines adopted by the State Office of Planning and Research as follows: "An action, program, or 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."
- K. FORA's consistency determination must be based upon the overall congruence between the submittal and the Reuse Plan, not on a precise match between the two.

NOW THEREFORE be it resolved:

1. The FORA Board recognizes the City of Marina's July 2, 2013 recommendation that the FORA Board find consistency between the Fort Ord Base Reuse Plan and the

Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory was appropriate.

2. The Board has reviewed and considered the Fort Ord Base Reuse Plan Final Environmental Impact Report and Marina's environmental documentation. The Board finds that this documentation is adequate and complies with the California Environmental Quality Act. The Board finds further that these documents are sufficient for purposes of FORA's determination for consistency of the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory.
3. The Board has considered the materials submitted with this application, the recommendation of the Executive Officer and Administrative Committee concerning the application and oral and written testimony presented at the hearings on the consistency determination, which are hereby incorporated by reference.
4. The Board finds that the Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory is consistent with the Fort Ord Base Reuse Plan. The Board further finds that the legislative decision and development entitlement consistency determination made herein has been based in part upon the substantial evidence submitted regarding allowable land uses, a weighing of the Base Reuse Plan's emphasis on a resource constrained sustainable reuse that evidences a balance between jobs created and housing provided, and that the cumulative land uses contained in Marina's submittal are not more intense or dense than those contained in the Base Reuse Plan. This finding does not modify the BRP Land Use Concept Ultimate Development Figure 3.3-1. It remains Public Facilities Institutional.
5. The Marina General Plan text amendment, Specific Plan, Zoning Map amendment, and project entitlements related to The Promontory will, considering all their aspects, further the objectives and policies of the Final Base Reuse Plan. The Marina application is hereby determined to satisfy the requirements of Title 7.85 of the Government Code and the Fort Ord Base Reuse Plan.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed on this 9th day of August, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Jerry Edelen, Chair

ATTEST:

Michael A. Houlemard, Jr., Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Fort Ord Reuse Authority hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 13-XX adopted August 9, 2013.

Michael A. Houlemard, Jr., Secretary



Steve Endsley
Assistant Executive Officer
Fort Ord Reuse Authority
920 2nd Ave., Suite A
Marina, CA 93933

July 10, 2013

RE: Request for FORA Consistency Determination Promontory @ CUSMB, Marina

Dear Mr. Endsley:

This letter is a formal request to the Fort Ord Reuse Authority (FORA) for a consistency determination for the following described project, to be reviewed by the Administrative Committee on July 17, 2013, and by the Board of Directors on August 9, 2013.

The project is the Promontory @ CSUMB, Marina, a ±275,000 square-foot student dormitory project with 174 dormitory units and 579 beds, located on a ±8.34 acre site at the intersection of Imjin Road and 8th Street within the former Fort Ord (APN# 031-101-051).

The provided package includes the approvals needed to entitle the project, and to establish the terms of the land transfer and the financial transaction for disposition and development of the project. These materials were reviewed and approved by the Marina City Council on July 2, 2013. The package includes:

1. July 2, 2013 City Council Staff Report (Entitlements)
2. Adopted Specific Plan July 2, 2013
3. Specific Plan Appendices
4. Initial Study (IS) and Mitigated Negative Declaration (MND)
5. Initial Study Appendices Folder
6. IS MND Comments and Responses
7. Certificate of the City Clerk
8. Resolution No. 2013-83 (Mitigated Negative Declaration)
9. Resolution No. 2013-84 (General Plan Text Amendment)
10. Resolution No. 2013-85 (Specific Plan)
11. Resolution No. 2013-86 (Water Allocation)
12. Resolution No. 2013-87 (FORA Consistency Determination)
13. DRAFT Ordinance No. 2013- (Zoning Map Amendment) (To be presented for a second reading for Council approval on July 16, 2013).
14. Advisory Body Resolutions Folder (Planning Commission, Site and Architectural Design Review Board, Tree Committee)

15. July 2, 2013 City Council Staff Report and Resolution No. 2013-88 (Disposition & Development Agreement) with Exhibits as follows:

- Exhibit A Development and Disposition Agreement (DDA)
- Exhibit B Summary of Property Appraisal
- Exhibit C Reuse Valuation of the property in the required 33433 Report
- Exhibit D Draft FORA Transaction Worksheet

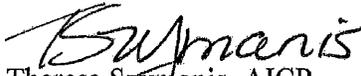
Two copies of the entire package are enclosed for your use.

For the FORA Administrative Committee, PDF's of the package can be located at the City of Marina website main page under <http://www.ci.marina.ca.us/DocumentCenter/View/441>.

Thirty CD ROM's are provided for the Board of Directors meeting.

Thank you in advance for your review and consideration. Please contact me at (831) 884-1289 if you have questions or if you need additional information.

Sincerely,



Theresa Szymanis, AICP
Planning Services Manager
Community Development Department
City of Marina



Debby J. Platt
Project Manager
Economic Development Division
City of Marina

FORA Master Resolution Section	Finding of Consistency	Justification for finding
(1) Does not provide for a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory;	Yes	The general plan text amendment clarifies that the “Public Facilities” use is a “Public Facilities-Educational” use and incorporates 174 units of off-campus student dormitory housing.
(2) Does not provide for a development more dense than the density of uses permitted in the Reuse Plan for the affected territory;	Yes	The 174 units of off-campus student dormitory housing does not exceed BRP thresholds.
(3) Is in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution.	Yes	With the adoption of its General Plan (October 31, 2000), Marina fulfilled its obligations to FORA for long range planning to implement the Base Reuse Plan.
(4) Does not provide uses which conflict with or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict with or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;	Yes	No conflict or incompatibility exists. See Exhibit A to Marina Resolution 2013-08, pages 1-2, (a) to (d).
(5) Requires or otherwise provides 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;	Yes	The project will pay its fair share of basewide costs. See Exhibit A to Marina Resolution 2013-08, pages 8-9, (n) to (o).
(6) Requires or otherwise provides for implementation of the Fort Ord Habitat Management Plan (“HMP”).	Yes	The submittal provides for HMP implementation. See Exhibit A to Marina Resolution 2013-08, page 1, (a).
(7) Is consistent with the Highway 1 Design Corridor Design Guidelines as such standards may be developed and approved by the Authority Board.	Yes	The project lies outside of the Highway 1 Design Corridor Design Guidelines. See Exhibit A to Marina Resolution 2013-08, page 11.
(8) Is 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.	Yes	The submittal is consistent with job/housing balance requirements. See Exhibit A to Marina Resolution 2013-08, page 10, (t).
(9) Prevailing Wage	Yes	The project applicants are required to pay prevailing wage consistent with the FORA Master Resolution. See Exhibit A to Marina Resolution 2013-08, page 11.

Attachment C to Item 7a
FORA Board Meeting, 8/9/2013

RESOLUTION NO. 2000-96

RESOLUTION CERTIFYING THE INTENTION OF THE CITY TO CARRY OUT THE
MARINA GENERAL PLAN IN CONFORMITY WITH THE FORT ORD REUSE
AUTHORITY (FORA) ACT, AND FINDING THE GENERAL PLAN CONSISTENT WITH
SAID ACT AND FORA'S ADOPTED PLANS AND POLICIES

WHEREAS, the City Council has adopted a major update to the Marina General Plan after extensive review by the City and other interested parties, and

WHEREAS, the Marina General Plan has been prepared following close review of the Fort Ord Reuse Plan and Chapter 8 of the Fort Ord Reuse Authority's (FORA's) Master Resolution, and

WHEREAS, the components which compose the Marina General Plan and its various editions after adoption are described in the resolution entitled "RESOLUTION ADOPTING AND APPROVING THE MARINA GENERAL PLAN", and

WHEREAS, the Marina City Council has considered the Staff Reports for the 9/5/00, 9/12/00, 9/26/00, and 10/10/00 City Council meetings on the Marina General Plan/EIR and all of their exhibits, as well as any public testimony given at the public hearings and meetings on this subject, and

WHEREAS, the Marina General Plan will enable and facilitate the City of Marina's implementation of the various Fort Ord Reuse Plan policies and programs relative to Marina's portion of the former Fort Ord.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the CITY of Marina hereby certifies the intention of the City to carry out the subject Marina General Plan fully in conformity with the Fort Ord Reuse Authority Act, Government Code Title 7.85 (SB 899).

BE IT FURTHER RESOLVED, that the City Council of the City of Marina hereby finds that the subject Marina General Plan is consistent with FORA's adopted plans and policies and is otherwise consistent with the Fort Ord Reuse Authority Act.

Reuse Plan and are hereby approved and certified as meeting the requirements of Title 7.85 of the Government Code and are consistent with the Fort Ord Base Reuse Plan.

7. The Board notes that at the November, 2000 election, after the adoption of the General Plan, the citizens of Marina adopted Measure E by voter initiative. The Board notes that ~~Measure E may limit development within the City of Marina but outside of the~~ Authority's jurisdiction. The Board finds that such development limitations do not conflict with the Base Reuse Plan.
8. The Board finds that Chapter 8 of the FORA Master Resolution should be adjusted within 180 days to clarify and eliminate any potential inconsistency between the Base Reuse Plan and the Marina General Plan.
9. The Board acknowledges citizen concern over the effect of the Marina General Plan on housing opportunities. The Board finds that the Marina General Plan enables affordable housing units to be constructed and offers other compensating opportunities for persons of color in and around the former Fort Ord.

Upon motion of Supervisor Johnsen, seconded by Mayor Barlich, the foregoing resolution was passed on this 22nd day of May, 2001, by the following vote:

AYES: 9
NOES: None
ABSENT: Supervisor Calcagno
ABSTENTIONS: 1 (Mayor McCloud)

I, JIM PERRINE, Chair of the Board of Directors of the Fort Ord Reuse Authority of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of the said Board of Directors duly made and entered in the minutes of the board meeting of May 22, 2001 thereof, which are kept in the Minute Book resident in the offices of the Fort Ord Reuse Authority.

DATED: March 22, 2001

BY: 
Jim Perrine,
Chair, Board of Directors
Fort Ord Reuse Authority

Resolution # 01-5

Resolution Certifying that the)
Amendments to the General Plan of)
the City of Marina are Consistent with)
the Fort Ord Base Reuse Plan.)

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

- A. On June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Final Base Reuse Plan prepared in accordance with the requirements of Government Code Section 67675, et seq.
- B. Section 67675, et seq., of the Government Code, provide that, after FORA has adopted a reuse plan, each county or city within the territory occupied by Fort Ord is required to submit to FORA its general plan or amended general plan and zoning ordinances satisfying the requirements of said statutes.
- C. By Resolution No. 98-1, the Authority Board of FORA adopted policies and procedures that address how the Authority Board will implement the provisions of the Government Code referenced in Paragraph B.
- D. The City of Marina is a member agency of FORA and has property that falls within the territory occupied by Fort Ord and falls within the jurisdiction of FORA.
- E. After conducting a duly noticed public meeting on October 31, 2000, the city council of the City of Marina (the "City"), by Resolution 2000-95, approved an amendment to the City's General Plan which provided land use designations, and which adopted policies and programs, for all of the territory of the City within the jurisdiction of FORA. A copy of the amendment to the City's General Plan is attached as Exhibit A and made a part of this Resolution.
- F. The City made findings that the Fort Ord Base Reuse Plan Final Environmental Impact Report, certified by the Board on June 13, 1997, and the Environmental Impact Report Addendum prepared by the City for the amendments to its General Plan ("Amendments"), adequately studied the potential environmental impacts of the Amendments and were prepared in compliance with the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines. The City adopted and imposed mitigation measures and a mitigation monitoring program for identified potential significant environmental impacts; with respect to environmental impacts that could not be reduced to less than significant level, the City determined that overriding considerations justified the approval of the Amendments.
- G. The City made findings that the Amendments are consistent with the Fort Ord Base Reuse Plan, are consistent with FORA's plans and policies and are otherwise consistent with the Fort Ord Reuse Authority Act. Further, the City considered the Fort Ord Base Reuse Plan EIR and adopted Addenda to the EIR, and other evidence supporting the findings.

- H. On December 19, 2000, the City provided FORA with a complete copy of the Amendments, the resolutions and ordinance approving the Amendments, a staff report and materials relating to the Amendments, a copy of the EIR Addendum and CEQA findings, and findings and evidence supporting its determination that the Amendments are consistent with the Fort Ord Base Reuse Plan and the Fort Ord Reuse Authority Act (collectively, "Supporting Material"). The City requested that FORA certify the Amendments as being consistent with the Fort Ord Base Reuse Plan for those portions of the City of Marina that lie within the jurisdiction of the Fort Ord Reuse Authority.
- I. The Executive Officer of FORA has reviewed the Amendments and Supporting Materials with the Working Group and Administrative Committee of FORA and has submitted a report recommending that the Board find that the Amendments to the Marina General Plan for those portions of the City of Marina that lie within the jurisdiction of the Fort Ord Reuse Authority, are consistent with the Fort Ord Base Reuse Plan.
- J. The description of "Planned Development Mixed Use" Land Use Designation from page 3-50 of FORA Fort Ord Reuse Plan reads: "This designation is intended to encourage the development of pedestrian-oriented community centers that support a wide variety of commercial, residential, retail, professional services, cultural and entertainment activities." A selection from the list of the final "Permitted Range of Uses" includes: multiple family dwellings, neighborhood retail, regional retail, business parks, office/research and development uses, entertainment uses, commercial recreation, parks, community centers, public buildings & facilities, including visitor centers, cultural centers, museums, transit centers, etc.
- K. Chapter 8, Section 8.02.010(a)(4) guides the determination of use consistency and reads: "(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land uses decision for which there is substantial evidence supported by the record, that [it] (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property..."
- L. "Visitor-Serving Uses" as a designation is not in conflict with or incompatible with uses within the broadly defined Planned Development Mixed Use (PDMU) designation and such uses may be an important and integral component to support the variety and range of listed uses.
- M. The City of Marina has asserted that visitor accommodations which Marina's General Plan would anticipate in the area of the PDMU designated area of the Reuse Plan could be considered accessory to other uses in the PDMU area, in that the accommodations would occupy no more than 10 acres of the PDMU area.
- N. The current reuse and past use of facilities within the City of Marina in the PDMU area that have visitor accommodation components (Marina Youth Services Activity Center and Lightfighter Lodge) are expected to continue as similar visitor-serving uses.
- O. Planning determinations of land use consistency with planning documents do not require a perfect match within the State of California. For example, the State Office of Planning and Research definition in the General Plan Guidelines cited with approval by courts states: "An

action, program, or 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."

- P. FORA needs to determine consistency based upon the overall general plan submittal and a fuller variety of review factors, not predicated on precise matches or failure of one or two possible areas of concern.

NOW THEREFORE the Board hereby resolves as follows:

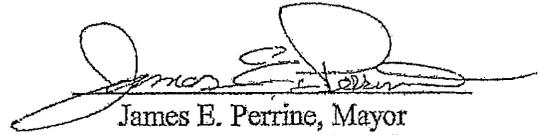
1. The Board has reviewed and considered the Fort Ord Base Reuse Plan Final Environmental Impact Report and the City's EIR Addendum (collectively, the "Environmental Documentation") and finds that in the independent judgment of the Board, the Environmental Documentation are adequate and in compliance with the California Environmental Quality Act ("CEQA") and the same documents are hereby determined sufficient for purposes of FORA's determination of consistency of City's Amendments to its General Plan and its Zoning Ordinance.
2. The Board has considered the Amendments and Supporting Material provided by the City of Marina and the recommendation of the Executive Officer and Administrative Committee.
3. The Board conducted a public hearing on February 9, 2001, a further informational session on March 9, 2001, and a further special session on March 22, 2001, which were calendared and noticed by the Executive Officer of FORA, for the purpose of certifying or refusing to certify, in whole or in part, the Amendments and to consider whether to approve and certify that the Amendments meet the requirements of the Fort Ord Reuse Authority Act and are consistent with the Fort Ord Base Reuse Plan.
4. The Board finds that, in regard to the Amendments, the City has followed the procedures and fulfilled the requirements of the Implementation Process and Procedures of the Fort Ord Base Reuse Plan and the Master Resolution and has met the requirements of Government Code section 67675, and following.
5. The Board finds that the City has provided substantial evidence that the Amendments are consistent with the Fort Ord Base Reuse Plan. The evidence includes, but is not limited to, Exhibit B of the City of Marina Resolution No. 2000-95 and the Supporting Material. The Board finds, however, that Marina's water allocation figure on page 12 (1st sentence) of the Supporting Material dated 3/6/01 should be 1,175 (not 1,185) acre-feet per year. The Board further finds that the legislative decision made hereto has been based in part upon the substantial evidence submitted regarding allowable land uses in, and not limited to, the Mixed Use districts, a weighing of the Base Reuse Plan's emphasis on a resource constrained sustainable reuse that evidences a balance between jobs created and housing provided, and that the cumulative land uses contained in the Marina General Plan are not more intense or dense than those contained in the Base Reuse Plan.
6. City of Marina's Amendments to its General Plan, as contained in Resolution 2000-95 will, considering all their aspects, further the objectives and policies of the Final Base

Passed and Adopted by the city Council of the City of Marina at an adjourned meeting duly held on October 31, 2000, by the following vote:

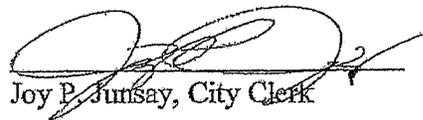
AYES: COUNCIL MEMBERS: D. Cleary, I. Mettee-McCutchon, H. Gustafson, J. Perrine.

NOES: COUNCIL MEMBERS: K. Nishi

ABSENT: COUNCIL MEMBERS: NONE


James E. Perrine, Mayor

ATTEST:


Joy P. Junsay, City Clerk

Placeholder for Item 8a

FY 2013/14 Capital Improvement Program

This item is contingent on discussions scheduled for the July 31st Administrative Committee and will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

OLD BUSINESS

Subject:	Authorize Executive Officer to Execute CCCVC Land Transfer Agreement	
Meeting Date:	August 9, 2013	ACTION
Agenda Number:	8b	

RECOMMENDATION(S):

Authorize the Executive Officer to execute the Property Transfer Agreement for the California Central Coast Veterans Cemetery with State of California Department of Veterans Affairs and State Public Works Board (**Attachment A**)

BACKGROUND/DISCUSSION:

At the January 11, 2013 meeting the FORA Board authorized the Executive Officer to obtain consultant services in order to transfer the land designated for the California Central Coast Veterans Cemetery (CCCVC) to the California Department of Veterans Affairs (CDVA). A proper legal description was prepared which developed one map set to address all the various actions anticipated in that area and included:

- 1) Record of Survey for the two CCCVC parcels for transfer to the California Department of Veterans Affairs;
- 2) Record of Survey of the amphitheater/parking lot parcel and the office site parcels;
- 3) Record of Survey of the endowment parcel for transfer to a future purchaser;
- 4) ESCA boundary of UXO clearance areas for use in future regulatory closure of the ECSA work;
- 5) Creation of two ECSA parcels east of the CCCVC at Parker Flats Road and 8th Avenue intersection; and
- 6) Designation of the road Rights of Way for Parker Flats Road and Parker Flats Cut Off for identification of ESCA UXO clearance areas and future transfer of ownership of the roadway parcels.

The work also included metes and bounds legal descriptions of the various CCCVC and road parcels for title conveyances as such occur. Another line item included in this authorization was obtaining a Condition of Title report from Chicago Title for the CCCVC parcels, which is required by the State of California as part of their due diligence prior to transfer of the property.

The final element of the work anticipated is review of the Condition of Title report to assist CDVA to cull out impediments to title that do not actually fall within the CCCVC site, in preparation for CDVA's acceptance of the property.

In order to complete the transfer of the land designated for the California Central Coast Veterans Cemetery (CCCVC) to the California Department of Veterans Affairs (CDVA), the Fort Ord Reuse Authority must authorize the Executive Officer to sign the Property Transfer Agreement with State of California Department of Veterans Affairs and State Public Works Board. California Environmental Quality Act (CEQA) processing will be performed by the State Public Works Board prior to accepting the property.

FISCAL IMPACT:

Reviewed by FORA Controller _____

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

COORDINATION:

Administrative Committee, Executive Committee, Authority Counsel, Congressman Sam Farr's Office, State Senator Bill Monning's Office, Assemblymember Mark Stone's Office, City of Seaside, State Public Works Board, Departments of Finance, General Services, and Veterans Affairs.

Prepared by _____ Reviewed by _____
Robert J. Norris, Jr. Steve Endsley

Approved by _____
Michael A. Houlemard, Jr.

DRAFT

KUTAK ROCK LLP
DRAFT 07/24/13

**AGREEMENT FOR NO COST TRANSFER AND
ACCEPTANCE OF REAL PROPERTY**

THIS AGREEMENT FOR NO COST TRANSFER AND ACCEPTANCE OF REAL PROPERTY (“Agreement”) is entered into this ____ day of _____, 2013 (“Effective Date”) by and between the Fort Ord Reuse Authority, a Public Corporation of the State of California established under California Government Code Section 67650 (“FORA”), and the State of California, acting by and through the State Public Works Board (“SPWB”) on behalf of the California Department of Veterans Affairs (“CDVA”), collectively hereinafter referred to as “STATE”, or individually “SPWB” and “CDVA” respectively, for the transfer by FORA and acceptance by the STATE of certain real property hereinafter set forth, and is made on the basis of the following facts, intentions, and understandings. FORA and STATE are hereinafter referred to as the “Parties.”

RECITALS:

WHEREAS, FORA was formed in 1994 by the Fort Ord Reuse Authority Act, Government Code sections 67650 and following. The goals of the FORA Act are set out in section 67651 as follows: “(a) To facilitate the transfer and reuse of the real and other property comprising the military reservation known as Fort Ord with all practical speed, (b) to minimize the disruption caused by the base's closure on the civilian economy and the people of the Monterey Bay area, (c) to provide for the reuse and development of the base area in ways that enhances the economy and quality of life of the Monterey Bay community and (d) to maintain and protect the unique environmental resources of the area.”

WHEREAS, the FORA Board of Directors has determined by resolution that, in principle, establishing a California Central Coast Veterans Cemetery (“Veterans Cemetery”) on the former Fort Ord would carry out these goals; and

WHEREAS, in 2011 the Legislature amended Military and Veterans Code section 1450.1 directing CDVA, in cooperation with the City of Seaside (“CITY”), County of Monterey (“COUNTY”), FORA, and surrounding local agencies, to design, develop, and construct the Veterans Cemetery on the former Fort Ord. Section 1450.1 also directs CDVA to oversee and coordinate the design, development and construction of the Veterans Cemetery consistent with the concepts published in the Monterey County Redevelopment Agency’s “California Central Coast Veterans Cemetery Fort Ord Development Master Plan”; and

WHEREAS, in 2012 the Legislature amended sections 1451 and 1453 of the Military and Veterans Code pertaining to use of an Endowment Fund to be a repository of monies generated by fundraising efforts or public agency advances for the Veterans Cemetery at the

former Fort Ord ("Endowment Fund"). The Endowment Fund will be used to pay preliminary costs such as planning, design, processing, construction and initial operation and maintenance expenses of the Veterans Cemetery. Section 1453 (c) (2) was added to the Military and Veterans Code to authorize the STATE to reimburse cash advances made to the Endowment Fund; and

WHEREAS, FORA holds title to a parcel of land that STATE finds suitable for use as a Veterans Cemetery as depicted and described in **Exhibits A and B** attached hereto and made a part hereof ("Cemetery Parcel"). FORA, CITY, and COUNTY have agreed by separate instruments to cooperate with the STATE to use the Cemetery Parcel for the Veterans Cemetery; and

WHEREAS, although the planning and design of the Veterans Cemetery is in the preliminary phase, the Parties desire to come to an agreement on the transfer of the Cemetery Parcel to STATE in order for STATE and CDVA to meet the application ("Application") deadline for a federal grant to fund the construction and operation of the Veterans Cemetery ("Grant"); and

WHEREAS, the Cemetery Parcel is within the jurisdictional boundaries of the CITY and the COUNTY and, by separate agreements with the CITY and COUNTY, FORA has agreed to transfer title to the Cemetery Parcel to STATE for use as the Veterans Cemetery under restrictions administered by CDVA and the United States Department of Veterans Affairs ("USDVA") ("City/County Agreements"). The City/County Agreements are attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the Parties hereto desire to effectuate FORA's transfer of the Cemetery Parcel to the STATE at no cost, for the construction of the Veterans Cemetery pursuant to Section 1450.1 of the California Military and Veterans Code and Section 15853 of the California Government Code.

NOW, THEREFORE, in consideration for the mutual promises exchanged by and between the Parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Authorization and Approvals. Acceptance by the STATE of this conveyance of the Cemetery Parcel is contingent upon authorization by the SPWB at a duly noticed public meeting, the approval of the Director of the State Department of General Services ("DGS"), the consent of CDVA, CDVA's receipt of the Federal Grant Opportunity Letter, and completion of the California Environmental Quality Act ("CEQA") approval process for the transfer of the Cemetery Parcel. This Agreement has no force and effect, and is not binding on the Parties, unless it is authorized and approved as noted above.
2. Interests to be Conveyed. At no cost to the STATE, FORA shall convey to the STATE by Quitclaim Deeds ("the Deeds"), substantially in the form of the attached Exhibit D, FORA's interest in the Cemetery Parcel as identified in Exhibits A and B. To the best of FORA's knowledge, the Cemetery Parcel is free and clear of all liens, leases, reservations, encumbrances, assessments, easements, of record or otherwise, and of taxes.

3. Use. Following Quit-Claim transfer of the Cemetery Parcel to STATE, CDVA agrees to use the entire Cemetery Parcel exclusively for the Veterans Cemetery in accordance with this Agreement, Section 1450.1 of the California Military and Veterans Code, the City/County Agreements, and the Deeds. CDVA further agrees to:
 - (a) Engage or contract with FORA or other public or private professionals to prepare a plan for the Veterans Cemetery (“Cemetery Plan”);
 - (b) Contract with FORA or other public or private professionals to prepare specifications for constructing the Veterans Cemetery and to construct the Veterans Cemetery (the “Project”);
 - (c) As soon as practicable following transfer of the Cemetery Parcel to STATE, contract with FORA or other public or private professionals to conduct an environmental review of the Project under CEQA and/or the National Environmental Protection Act (“NEPA”), as the STATE finds legally necessary; and
 - (d) Commence operation of the completed portions of the Veterans Cemetery not later than _____ months after the first phase of the Veterans Cemetery construction is complete (“Commencement Date”).

3. FORA’s Conditions Precedent. The Close of the Escrow (as defined herein) shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:
 - (a) The timely deposit by STATE with Escrow Holder of all documents required to be deposited by STATE under this Agreement.
 - (b) Performance by STATE of all obligations, covenants and agreements on STATE’s part to be performed under this Agreement within the time provided in this Agreement for such performance.

4. STATE’s Conditions Precedent. The Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:
 - (a) Identify any outstanding due diligence issues.
 - (b) The timely deposit by FORA with Escrow Holder of all documents required to be deposited by FORA under this Agreement.
 - (c) Performance by FORA of all obligations, covenants and agreements on FORA’s part to be performed under this Agreement within the time provided in this Agreement for such performance.

- (d) Amendment of the City of Seaside and Fort Ord Reuse Authority Cemetery Agreement dated April 19, 2013 to eliminate conflicts with this Agreement.
 - (e) The transfer of amount of water still needs to be confirmed of water rights from the United States of America to FORA, and the deposit into escrow, as hereinafter defined, of documents sufficient to transfer such water rights from FORA to the STATE, specifically for the use by the STATE of such water rights for the Veterans Cemetery.
 - (f) CDVA's receipt of the Federal Grant Opportunity Letter.
 - (g) Authorization of the acquisition by the SPWB at a duly noticed public meeting and approval of the acquisition by the Director of DGS.
 - (h)
5. FORA's Representations and Warranties. In addition to any express agreements of FORA contained herein, the following constitute representations and warranties of FORA to STATE:

(a) Representations Regarding FORA's Authority.

- i. FORA has full right, power and legal authority to enter into this Agreement, to transfer the Cemetery Parcel to STATE under this Agreement, and to carry out FORA's obligations under this Agreement.
- ii. The individuals executing this Agreement and the instruments referenced herein on behalf of FORA have the legal power, right and authority to bind FORA to the terms hereof and thereof.

(b) Warranties and Representations Pertaining to Real Estate and Legal Matters.

To the best of FORA's knowledge as to the matters set forth in Paragraphs (i) through (ix):

- i. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Cemetery Parcel or pending against FORA which could affect FORA's title to the Cemetery Parcel, affect the value of the Cemetery Parcel or subject an owner of the Cemetery Parcel to liability.
- ii. There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against FORA.
- iii. FORA has not entered into any other contracts for the sale of the Cemetery Parcel, nor does there exist any rights of first refusal or options to purchase the Cemetery Parcel or any portion of the Cemetery Parcel.
- iv. FORA is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Cemetery Parcel which would impose an obligation on the STATE or otherwise affect marketability of title to the Cemetery Parcel.

- v. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by FORA in connection with this Agreement are and shall be, duly authorized, executed and delivered by FORA and shall be valid, legally binding obligations of and enforceable against FORA in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation or judicial order to which FORA or the Cemetery Parcel is subject.
- vi. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which FORA is a party or affecting the Cemetery Parcel.
- vii. There are no and have been no Uncured notices from any governmental agency notifying FORA of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Cemetery Parcel.
- viii. As of the Close of Escrow, there are no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Cemetery Parcel, including any improvements thereon, and no improvements on the Cemetery Parcel that encroach upon the Cemetery Parcel of a third party, except the rights of the United States Army pursuant to the Deeds.
- ix. There are no and have been no:
 - 1. Actual or pending public improvements which will result in the creation of any liens upon the Cemetery Parcel, including public assessments or mechanics liens.

(c) Warranties, Representations and Covenants Regarding Operation of the Cemetery Parcel through Close of Escrow.

- i. FORA hereby agrees that FORA will not hereafter enter into new leases or any other obligations or agreements affecting the Cemetery Parcel without the prior written consent of STATE, which consent the STATE may not unreasonably withhold.
- ii. FORA will not subject the Cemetery Parcel to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement that will not be eliminated prior to the Close of Escrow.
- iii. FORA shall promptly notify STATE of any event or circumstance that makes any representation or warranty of FORA under this Agreement untrue or misleading, or of any covenant of FORA under this Agreement incapable or

less likely of being performed. It is understood that the FORA's obligation to provide notice to STATE shall in no way relieve FORA of any liability for a breach by FORA of any of its representations, warranties or covenants under this Agreement.

(d) General Representation. To the best of FORA's knowledge, no representation, warranty or statement of FORA in this Agreement or in any document, certificate or schedule furnished or to be furnished to STATE pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. FORA's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by FORA in a separate certificate at that time.

6. STATE's Representations and Warranties. In addition to any express agreements of STATE contained herein, the following constitute representations and warranties of STATE to FORA, subject to Paragraph 26 of this Agreement:

a. Representations Regarding STATE's Authority.

- i. STATE has the full legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
- ii. The individuals executing this Agreement and the instruments referenced herein on behalf of STATE have the full legal power, right, and actual authority to bind STATE to the terms and conditions hereof and thereof, subject to the conditions in Paragraph 26 below.
- iii. This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by STATE in connection with this Agreement are and shall be, duly authorized, executed and delivered by STATE and shall be valid, legally binding obligations of and enforceable against STATE in accordance with their terms.

b. General Representation. No representation, warranty or statement of STATE in this Agreement or in any document, certificate or schedule furnished or to be furnished to FORA pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

STATE's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by STATE in a separate certificate at that time. The truth and accuracy of STATE's representations and warranties made herein shall constitute a condition for the benefit of FORA to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the quitclaim deeds in the Official Records, and shall survive the Close of Escrow.

7. FORA's Obligations. Subject to the terms and conditions set forth herein, FORA agrees as follows:
- (a) FORA acknowledges that the STATE is a sovereign entity that is not subject to local building and infrastructure permitting taxes or fees; except as discussed in Section 9 below.
 - (b) FORA staff shall cooperate, in good faith, with CDVA staff to facilitate the development of the Veterans Cemetery.
 - (c) FORA staff shall provide environmental, engineering, access, financial, real property, hazard data and other information to the STATE concerning the CDVA cemetery grant application to the USDVA.
 - (d) FORA staff shall provide coordination with public and private utilities to obtain utility services.
8. State Obligations. Subject to the terms and conditions set forth herein, the STATE agrees as follows: Robert Norris to provide input. Language TBD based upon outcome of legislation.
- (a) All money needed to plan, develop and operate the Veterans Cemetery is expected to come from the Endowment Fund and the Grant. It is understood between the parties that the 10% required local match is expected to be paid from the Endowment Fund. To the extent permitted and agreed to by the Parties, the proceeds of the Grant may be used to return this 10% local match to Endowment Funds and/or will be used to pay the initial operations and maintenance costs of the Veteran's Cemetery.
 - (b) Following receipt of the Grant Opportunity Letter, and provided the Project is ranked as a priority group one on the Grant priority list, pursuant to (fill in legislation), STATE shall deposit funds ("STATE Funds") into the Endowment Fund as a loan to finance preliminary plans and working drawings for the Project. The STATE Funds will be repaid by CDVA upon receipt of the Grant money pursuant to Paragraph 9(c) below. The Parties anticipate that CDVA will receive sufficient funds from the Grant to complete the Veterans Cemetery and provide full funding of Veterans Cemetery operations.
 - (c) The Grant will allow CDVA to reimburse the private and/or public cash advances from the Endowment Fund. CDVA, through the State of California Department of Finance, will notify FORA within seven (7) days from receipt of the Grant funds and CDVA will reimburse contributors to the Endowment Fund on a "first in, first out" basis within ____ () days from receiving the Grant funds. If CDVA is not awarded the Grant or the Grant is withdrawn prior to funding, CDVA agrees as follows:
 - i. CDVA will relinquish any claim on the net remaining balance in the Endowment Fund and direct FORA to refund the money remaining available in the Endowment Fund to the contributors on a "first in, first out" basis; and

- ii. CDVA will obtain funding for the Veterans Cemetery from other sources and reimburse contributors to the Endowment Fund accordingly, or STATE will convey the Cemetery Parcel in accordance with section 9 of this Agreement, or the Cemetery Parcel will revert to FORA in accordance with section 9 of this Agreement.
 - (d) The STATE and CDVA staff shall cooperate, in good faith, with FORA and FORA staff to facilitate the development of the Veterans Cemetery.
9. Reversion and Reconveyance. The STATE acknowledges and agrees that FORA's sole interest in conveying the Cemetery Parcel to the STATE is for the CDVA to complete development of the Veterans Cemetery thereon. STATE agrees to convey title to the Cemetery Parcel back to FORA, FORA's successor agency, if any, or to the CITY and/or the COUNTY at CITY's/COUNTY's election within one hundred and eighty (180) days of the date on which any one of the following conditions occur:
- (a) The Veterans Cemetery is not approved and permitted by all necessary local, state, and federal authorities by June 30, 2020, or
 - (b) CDVA elects not to proceed with the construction and operation of the Veterans Cemetery on the Cemetery Parcel, or
 - (c) The first phase of the Veterans Cemetery is not fully constructed and CDVA has not commenced operating any portion of the first phase by June 30, 2020. If CDVA constructs the first phase of the Veterans Cemetery and begins operation of any part of the Veterans Cemetery, there shall be no reversion or retransfer pursuant to this condition, or
 - (d) Use of the Cemetery Parcel as the Veterans Cemetery is discontinued for more than two years.
10. Additional Terms of No-Cost Transfer.
- (a) Loss, Destruction and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction and condemnation:
 - i. If, before FORA transfers the Cemetery Parcel, all or a material part of the Cemetery Parcel is destroyed without fault of STATE, or is taken by eminent domain by any governmental entity, STATE may terminate its obligations under this Agreement by written notice to FORA and FORA may not enforce against STATE this Agreement. If STATE does not elect to terminate this Agreement, then STATE shall, as applicable, either: (a) proceed to close as provided herein or (b) proceed to close as provided herein with an assignment, as applicable, by FORA of all of FORA's rights, title and interest in and to all such eminent domain awards and proceeds. FORA will promptly notify STATE in writing of any eminent domain proceedings affecting the Cemetery Parcel.
 - ii. If, after FORA transfers the Cemetery Parcel to STATE at the Close of Escrow, all or any part of the Cemetery Parcel is destroyed without fault of

FORA, or is taken by eminent domain by any governmental entity, STATE is not relieved from STATE's obligation under this Agreement to pay the full price for the Cemetery Parcel.

- iii. Any title evidence, which may be desired by the STATE, will be procured by STATE. FORA will cooperate with the STATE or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Cemetery Parcel, as it may have available. It is understood that FORA will not be obligated to pay for any expense incurred in connection with title matters or survey of the Cemetery Parcel.
11. Access to Cemetery Parcel. STATE shall be provided with access to the Cemetery Parcel and be entitled to undertake, at STATE's sole expense, an inspection of the Cemetery Parcel; a review of the physical condition of the Cemetery Parcel, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Cemetery Parcel; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Cemetery Parcel, if any.
12. Mutual Indemnification. FORA shall indemnify, defend and hold harmless STATE, its officers, agents, and employees from and against any Claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of FORA's negligence including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of FORA, its officers, agents, or employees.

STATE shall indemnify, defend and hold harmless FORA and its successors, its officers, agents, and employees from and against any Claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of STATE's negligence including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of STATE, its officers, agents, or employees.

This mutual indemnity shall survive execution of this Agreement in perpetuity.
13. Close of Escrow and Recordation. After receipt of FORA's executed Agreement, CDVA shall request authorization by the SPWB at a duly noticed public meeting for this acquisition and acceptance of the Cemetery Parcel as provided in Section 1 of this Agreement. Within thirty (30) days after obtaining the SPWB and DGS approvals, CDVA shall deposit this Agreement, and FORA shall deposit the Quitclaim Deeds and its attached Certificate of Acceptance and the water rights transfer documents for recording with _____ ("Escrow Agent") to effectuate the transfer of the Cemetery Parcel from FORA to the STATE. STATE shall pay escrow fees and title insurance charges incurred in this transaction. The Parties shall issue joint escrow instructions as long as the instructions do not amend this agreement or increase FORA's

costs; such joint escrow instructions shall effectuate the transfer of the Cemetery Parcel from FORA to the STATE with the release from escrow by Escrow Agent of (1) the Quitclaim Deeds conveying the Cemetery Parcel (as defined in Exhibits A and B) from FORA to the STATE, without any express or implied covenant or warranty, and (2) all other documents deposited with the Escrow Agent (“Close of Escrow”).

14. Other Liens. Any obligations for which FORA is responsible which are liens upon the Cemetery Parcel, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages will be paid by Close of Escrow. STATE shall not be responsible for any tax refund.
15. Approvals and Notices. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To FORA: Michael A. Houlemard, Jr., Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933
Tel: (831) 883-3672
Fax: (831) 883-3675
Email: Michael@fora.org

To State: California Department of General Services
Real Property Services Section
Attention: Jerry Leong, Manager, Acquisition Unit
707 Third Street, Fifth Floor
West Sacramento, CA 95605

California Department of Veterans Affairs
Attention: , Secretary
1227 O Street
Sacramento, CA 95814

State of California, State Public Works Board
Attention: Greg Rogers, Executive Director
915 L Street, Ninth Floor
Sacramento, CA 95814

16. Assignment. FORA shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow. Written notice of any intended assignment by FORA shall be given to the STATE thirty (30) days prior to the effective date of such assignment.

17. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.
18. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
19. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
20. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the transfer of the Cemetery Parcel and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.
21. Amendments. This Agreement may not be modified or amended except in writing by the PARTIES.
22. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.
23. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
24. Legislative Approval. Any obligation of the STATE created by or arising from this Agreement shall not impose a debt upon the STATE, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
25. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on the Parties until and unless it is authorized by the SPWB at duly noticed public meeting, and is approved by the Director of the California Department of General Services.
26. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
27. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular

or plural number shall each be deemed to include the others whenever the context so requires.

28. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
29. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
30. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.
31. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A: Legal Description of Cemetery Parcel to be Conveyed

Exhibit B: Map of Cemetery Parcel to be Conveyed

Exhibit C: City/County Agreements

Exhibit D: Deeds with attached Certificates of Acceptance

**The remaining page
is left blank intentionally**

IN WITNESS WHEREOF, this Agreement for Transfer and Acceptance of Real Property has been executed by the Parties hereto as of _____, 2013.

GRANTEE:

STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By _____
GREG ROGERS
Executive Director

GRANTOR:

FORT ORD REUSE AUTHORITY,
a Public Corporation of the State of California

By _____
MICHAEL A. HOULEMARD, JR.
Executive Officer

CONSENT:

DEPARTMENT OF VETERANS
AFFAIRS

By _____
Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICE

By _____
MICHAEL P. BUTLER, Chief
Real Property Services Section

EXHIBIT A

Legal Description of Cemetery Parcel to be Conveyed

DRAFT

EXHIBIT B

Map of Cemetery Parcel to be Conveyed

DISCLAIMER: Exhibit B, "Map of Cemetery Parcel to be Conveyed", here attached, provides a general representation of the Cemetery Parcel boundaries, and shall in no way represent the true Legal Description of the Cemetery Parcel. Exhibit A, "Legal Description of the Cemetery Parcel to be Conveyed," controls the legal description of the Cemetery Parcel.

DRAFT

DRAFT

EXHIBIT C
City/County Agreements

DRAFT

EXHIBIT D
Quitclaims Deeds

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Outstanding Receivables	
Meeting Date: August 9, 2013	INFORMATION/ACTION
Agenda Number: 10a	

RECOMMENDATIONS:

1. Receive a Fort Ord Reuse Authority (FORA) outstanding receivable July 31, 2013 update.
2. Approve the Memorandum of Understanding (MOU) between FORA and the City of Del Rey Oaks (DRO) regarding the outstanding receivable (**Attachment A**).

BACKGROUND/DISCUSSION:

There remains one outstanding receivable as noted below. The Late Fee policy adopted by the FORA Board requires receivables older than 90 days be reported to the Board.

	Item Description	Amount Owed	Amount Paid	Amount Outstanding
City of Del Rey Oaks	PLL Loan Payment 09-10	182,874	-	182,874
	PLL Loan Payment 10-11	256,023	-	256,023
	PLL Loan Payment 11-12	256,023	-	256,023
	Interest Payments 01/13-06/13	20,848	-	20,848
	<i>DRO Total</i>			715,768

City of Del Rey Oaks (DRO)

- PLL insurance annual payments: In 2009, DRO cancelled agreement with its project developer who made PLL loan payments. The FORA Board approved a payment plan for DRO and the interim use of FORA funds to pay the premium until DRO finds a new developer (who will be required by the City to bring the PLL Insurance coverage current). DRO agreed to make interest payments on the balance owed until this obligation is repaid, and they remain current.

Payment status: Chair/Mayor Edelen has informed both the Board and Executive Committee that DRO selected a new development partner who has agreed to meet this obligation once legal issues are resolved with the past firm. The remaining obligation is expected to be repaid this calendar year.

As a consequence of significant legal issues associated with the bankruptcy filing of DROs former project developer, it will be problematic for DRO to make the payment or the interest currently paid by FORA. DRO City Manager Daniel Dawson has requested consideration of adopting terms of repayment of this outstanding receivable to coincide with their resolution of the legal issues and securing a development partner for their project. Staff has reviewed this request with counsel and recommends the attached agreement (MOU) to spell out the terms of the loan repayment.

FISCAL IMPACT:

FORA must expend resources or borrow funds until receivables are collected. The majority of FORA revenues come from member/jurisdiction/agencies and developers. FORA's ability to conduct business and finance its capital obligations depends on a timely collection of these revenues. Approving the agreement sets forth reasonable terms for the prepayment but will defer resources until the selection of a development partner by DRO or the termination of the MOU.

COORDINATION:

Executive Committee

Prepared by _____ Approved by _____
Ivana Bednarik Michael A. Houlemard, Jr.

Placeholder for Item 10a

Attachment A

This item will be included in the final Board packet.

Placeholder for Item 10e

Travel Report

This item will be included in the final Board packet.

- END -

**DRAFT
BOARD PACKET**



DRAFT

FY 2013/14
Capital Improvement
Program

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I EXECUTIVE SUMMARY	3
II OBLIGATORY PROGRAM OF PROJECTS – DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM	4
d. TRANSPORTATION/TRANSIT	5
FIGURE 1 – TRANSPORTATION MAP	7
FIGURE 2 – REMAINING TRANSPORTATION PROJECTS	8
b. WATER AUGMENTATION	9
c. STORM DRAINAGE SYSTEM	9
d. HABITAT MANAGEMENT REQUIREMENTS	10
e. FIRE FIGHTING ENHANCEMENT REQUIREMENTS	11
f. BUILDING REMOVAL PROGRAM	11
g. WATER AND WASTEWATER COLLECTION SYSTEMS	12
h. PROPERTY MANAGEMENT AND CARETAKER COSTS	13
III FY 2013/2014 THROUGH 2021/2022 CAPITAL IMPROVEMENT PROGRAM	13
TABLE 1 –OBLIGATORY PROJECT OFFSETS AND REMAINING OBLIGATIONS	15
TABLE 2 – TRANSPORTATION NETWORK AND TRANSIT ELEMENTS	16
TABLE 3 –SUMMARY OF CAPITAL IMPROVEMENT PROGRAM	17
TABLE 3 – FOOTNOTES	18
TABLE 4 – COMMUNITY FACILITIES DISTRICT REVENUE	20
TABLE 5 – LAND SALES REVENUE	22
<u>APPENDICES</u>	
A. PROTOCOL FOR REVIEW/REPROGRAMMING OF FORA CIP	24
B. FY 2013/14 THROUGH POST-FORA DEVELOPMENT FORECASTS	26
C. BUILDING REMOVAL PROGRAM TO DATE	30
<u>D. CARETAKER COSTS MEMORANDUM DATED JULY 18, 2012</u>	<u>34</u>

I. EXECUTIVE SUMMARY

The Fort Ord Reuse Authority ("FORA") Capital Improvement Program ("CIP") was created in 2001 to comply with and monitor mitigation obligations from the 1997 Fort Ord Base Reuse Plan ("BRP"). These mitigation obligations are described in the BRP Appendix B as the Public Facilities Implementation Plan ("PFIP") – which was the initial capital programming baseline. The CIP is a policy approval mechanism for the ongoing BRP mitigation requirements as well as other capital improvements established by FORA Board policy decisions. The CIP is re-visited annually by the FORA Board to assure that projects are implemented on a timely basis.

This FY 2013/14 – "Post-FORA" CIP document has been updated with reuse forecasts by the FORA land use jurisdictions and adjusted to reflect staff analysis and Board policies. Adjusted annual forecasts are enumerated in the CIP Appendix B. Forecasted capital project timing is contrasted with FY 2012/13 adopted timing, outlining adjustments. See Tables 2 & 3, depicting CIP project forecasts.

Current State law sets FORA's sunset on June 30, 2020 or when 80% of the BRP has been implemented, whichever occurs first– either of which is prior to the Post-FORA CIP end date. The revenue and obligation forecasts will be addressed in 2018 under State Law and will likely require significant coordination with the Local Agency Formation Commission.

1) Periodic CIP Review and Reprogramming

Recovery forecasting is impacted by the market. However, annual jurisdictional forecast updates remain the best method for CIP programming since timing of project implementation is the purview of the individual on-base FORA members. Consequently, FORA annually reviews and adjusts its jurisdiction forecast based CIP to reflect project implementation and market changes. The protocol for CIP review and reprogramming was adopted by the FORA Board on June 8, 2001. Appendix A, herein, defines how FORA and its member agencies review reuse timing to accurately forecast revenue. A March 8, 2010 revision incorporated additional protocols by which projects could be prioritized or placed in time. Once approved by the FORA Board, this CIP will set project priorities. The June 21, 2013 Appendix A revision describes the method by which the "Fort Ord Reuse Authority's Basewide Community Facilities District ("CFD"), Notice of Special Tax Lien" is annually indexed.

In FY 2010/11, FORA contracted with Economic & Planning Systems ("EPS") to perform a review of CIP costs and contingencies (CIP Review – Phase I Study), which resulted in a 27% across-the-board CFD/Development~~er~~ Fee reduction in May 2011. On August 29, 2012, the FORA Board adopted a formula to calibrate FORA CIP costs and revenues on a biennial basis, or if a material change to the program occurs. Results of the EPS Phase II Review resulted in a further 23.6% CFD/Development~~er~~ Fee reduction. Those reductions are continued in this CIP. However, an increase of 2.8% as noted in the January Engineering News Record ("ENR") Construction Cost Index ("CCI") is applied across the ~~b~~Board to developer fees to keep pace with inflationary construction cost factors (as described in Appendix A). [A Phase III review, to update CIP project and contingency costs, is planned prior to the formulaic application in early 2014.](#)

2) CIP Costs

The costs assigned to individual CIP elements were first estimated in May 1995 and published in the draft 1996 BRP. Those costs have been adjusted to reflect actual changes in construction expenses noted in contracts awarded on the former Fort Ord and to reflect the ENR CCI inflation factors. This routine procedure has been applied annually since the adoption of the CIP – excepting 2011, at Board direction. It is expected, according to the Phase II ~~Review developer fee~~ study just completed, that the recently adopted formulaic fee review will be applied and submitted for FORA Board consideration in spring 2014.

3) CIP Revenues

The primary CIP revenue sources are CFD [special taxes](#) fees, development fees, and land sale proceeds. These primary sources are augmented by loans, property taxes and grants. The CFD has been adjusted annually to account for inflation, with an annual cap of 5%. Development fees were established under FORA policy to govern fair share contributions to the basewide infrastructure and capital needs. The CFD implements a portion of the development fee policy and is restricted by State Law to paying for mitigations described in the BRP Final Environmental Impact Report ("FEIR"). The FORA CFD pays CIP costs including Transportation/Transit projects, Habitat Management obligations, Water Augmentation, [Water and Wastewater Collection Systems improvements](#), Storm Drainage System improvements and Fire Fighting Enhancement improvements. Land sale proceeds are earmarked to cover costs associated with the Building Removal Program.

Tables 4 and 5 herein contain a tabulation of the proposed developments with their corresponding fee and land sale revenue forecasts. Capital project obligations are balanced against forecasted revenues on Table 3 of this document.

4) Projects Accomplished to Date

FORA has actively implemented capital improvement projects since 1995. As of this writing, FORA has completed approximately:

- a) \$75M in roadway improvements, including underground utility installation and landscaping, predominantly funded by US Department of Commerce – Economic Development Administration ("EDA") grants (with FORA paying any required local match), FORA CFD fees, loan proceeds, payments from participating jurisdictions/agencies, tax increment, and a FORA bond issue.
- b) \$75M in munitions and explosives of concern cleanup on the 3.3K acres of former Fort Ord Economic Development Conveyance property, funded by a U.S. Army grant.
- c) \$29M in building removal at the Dunes on Monterey Bay, East Garrison, Imjin Parkway and Imjin Office Park site.
- d) \$10M in Habitat Management and other capital improvements instrumental to base reuse, such as improvements to the water and wastewater systems, Water Augmentation obligations, and Fire Fighting Enhancement.

Section III provides detail regarding how completed projects offset FORA basewide obligations. As revenue is collected and offsets obligations, they will be enumerated in Tables 1 and 3.

This CIP provides the FORA Board, Administrative Committee, Finance Committee, jurisdictions, and the Monterey Regional Public with a comprehensive overview of the capital programs and expectations involved in former Fort Ord recovery programs. As well, the CIP offers a basis for annually reporting on FORA's compliance with its environmental mitigation obligations and policy decisions by the FORA Board. It is also accessed on the FORA website at: www.fora.org.

II. OBLIGATORY PROGRAM OF PROJECTS – DESCRIPTION OF CIP ELEMENTS

As noted in the Executive Summary, obligatory CIP elements include Transportation/Transit, Water Augmentation, Storm Drainage, [Water and Wastewater Collection System](#), Habitat Management, Fire Fighting Enhancement and Building Removal. The first elements noted are to be funded by CFD/[development](#) fees. Land sale proceeds are earmarked to fund the Building Removal Program to the extent of FORA's building removal obligation. Beyond that obligation, land sale proceeds may be allocated to CIP projects by the FORA Board. Summary descriptions of each CIP element follow:

a) Transportation/Transit

During the preparation of the BRP and associated FEIR, the Transportation Agency for Monterey County ("TAMC") undertook a regional study (The Fort Ord Regional Transportation Study, July 1997) to assess Fort Ord development impacts on the study area (North Monterey County) transportation network.

When the BRP and accompanying FEIR were adopted by the Board, the transportation and transit obligations as defined by the TAMC Study were also adopted as mitigations to traffic impacts resulting from development under the BRP.

The FORA Board subsequently included the Transportation/Transit element (obligation) as a requisite cost component of the adopted CFD. As implementation of the BRP continued, it became timely to coordinate with TAMC for a review and reallocation of the FORA financial contributions that appear on the list of transportation projects for which FORA has an obligation.



General Jim Moore Boulevard at Hilby Avenue; one of three intersections upgraded/opened in the City of Seaside

Toward that goal, and following Board direction to coordinate a work program with TAMC, FORA and TAMC entered into a cooperative agreement to move forward with re-evaluation of FORA's transportation obligations and related fee allocations. TAMC, working with the Association of Monterey Bay Area Governments ("AMBAG") and FORA, completed that re-evaluation. TAMC's recommendations are enumerated in the "FORA Fee Reallocation Study" dated April 8, 2005; the date the FORA Board of Directors approved the study for inclusion in the FORA CIP. The complete study can be found online at www.fora.org, under the Documents menu.

TAMC's work with AMBAG and FORA resulted in a refined list of FORA transportation obligations that are synchronous with the TAMC Regional Transportation Plan ("RTP"). Figure 1 illustrates the refined FORA transportation obligations that are further defined in Table 1. Figure 2 reflects completed transportation projects, remaining transportation projects with FORA as lead agency, and remaining transportation projects with others as lead agency ([described below](#)).

Transit

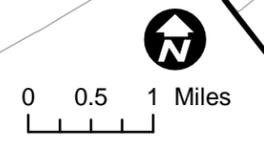
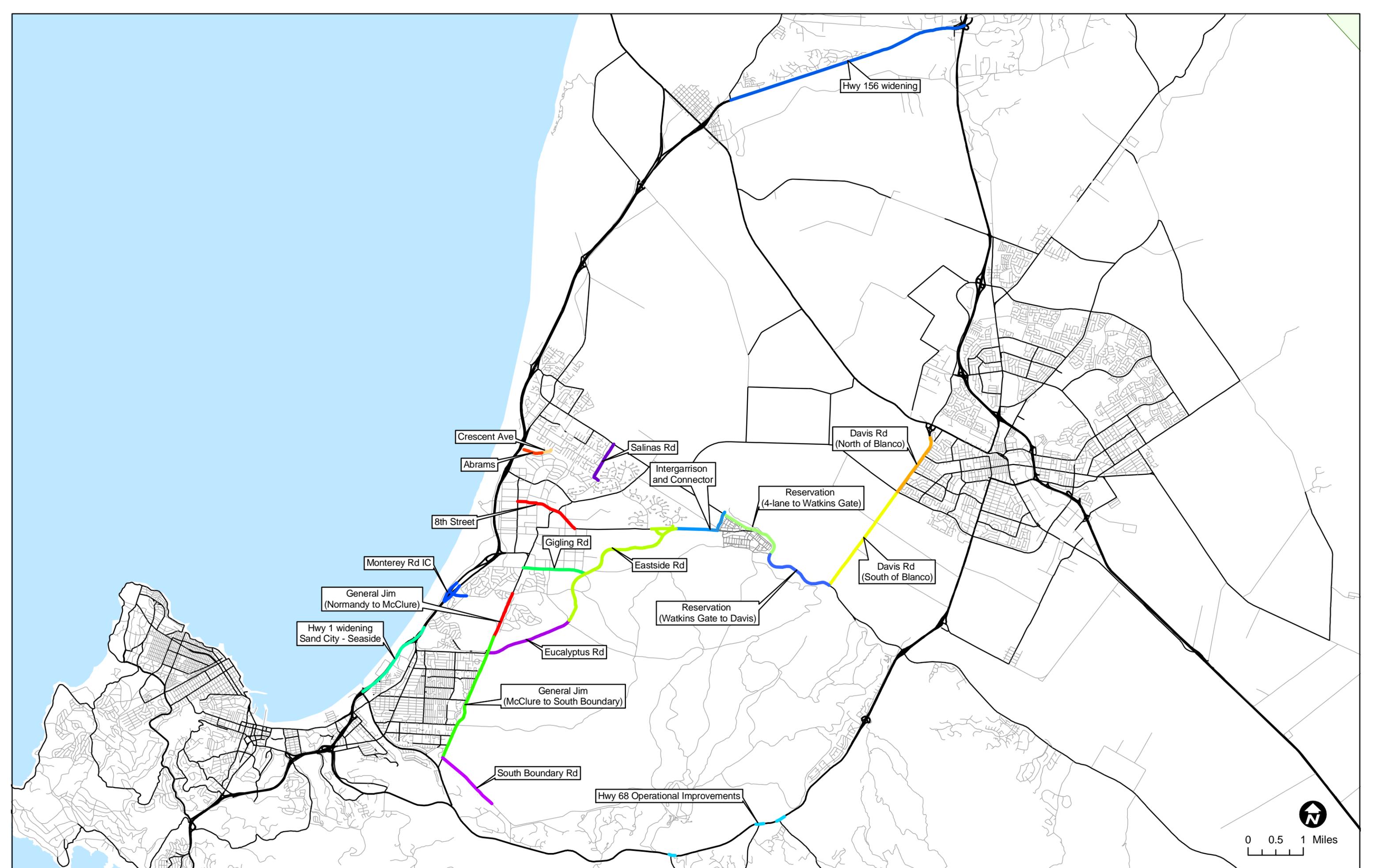
The transit obligations enumerated in Table 1 remain unchanged from the 1997 TAMC Study and adopted BRP. However, current long range planning by TAMC and Monterey-Salinas Transit ("MST") reflect a preferred route for the multi-modal corridor than what was presented in the BRP, FEIR and previous CIPs. The BRP ~~currently provides~~ for a multi-modal corridor along Imjin Parkway/Blanco Road serving to and from the Salinas area to the TAMC/MST intermodal center planned at 8th Street and 1st Avenue in the City of Marina portion of the former Fort Ord. Long range planning for transit service ~~focuses on the~~ resulted in an alternative Intergarrison/Reservation/Davis Roads corridor to increase habitat protection and fulfill transit service needs between the Salinas area and Peninsula cities and campuses.

A series of stakeholder meetings ~~have been~~ were conducted to advance adjustments and refinements to the proposed multi-modal corridor plan-line. Stakeholders included, but ~~were~~ not limited to, TAMC, MST, FORA, City of Marina, Monterey County, California State University Monterey Bay ("CSUMB"), and the University of California Monterey Bay Education, Science and Technology Center. The stakeholders completed a Memorandum of Agreement ("MOA") outlining the new alignment of the multi-modal transit corridor plan line in February 2010. Since all stakeholders have signed the MOA, the FORA Board designated the new alignment and rescinded the original alignment on December 10, 2010.

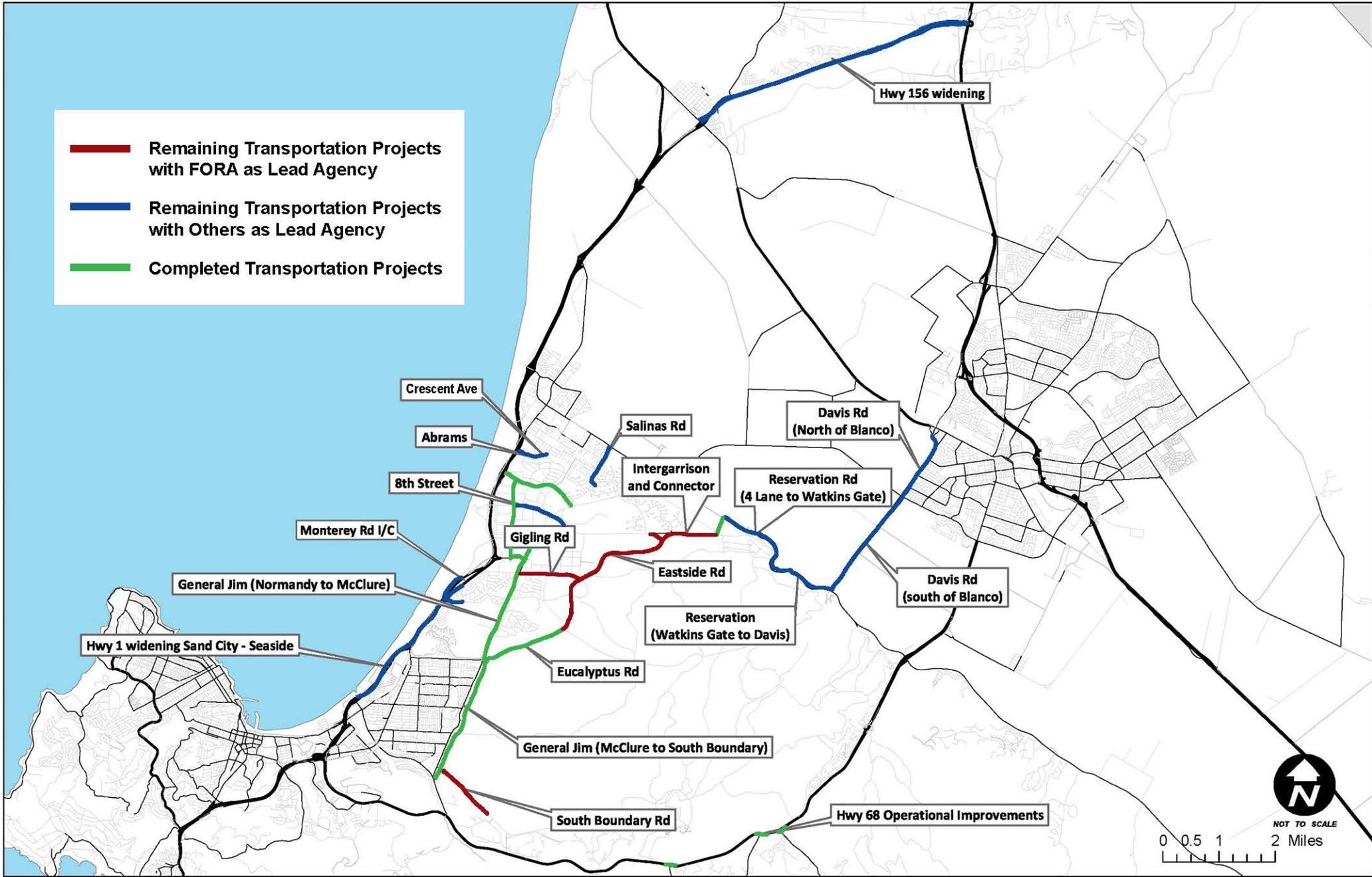
Lead Agency Status

FORA has served as lead agency in accomplishing the design, environmental approval and construction activities for all capital improvements considered basewide obligations under the BRP and this CIP. As land transfers continue and development gains momentum, certain basewide capital improvements will be advanced by the land use jurisdictions and/or their developers.

As of this writing, reimbursement agreements are in place with Monterey County and the City of Marina for several FORA CIP transportation projects. [Table 2 identifies those projects. FORA's obligation toward those projects is financial, as outlined in the reimbursement agreements. FORA's obligation toward projects for which it serves as lead agent is the actual project costs.](#) Other like [reimbursement](#) agreements may be structured as development projects are implemented and those agreements will be noted for the record.



- Remaining Transportation Projects with FORA as Lead Agency
- Remaining Transportation Projects with Others as Lead Agency
- Completed Transportation Projects



NOT TO SCALE



b) Water Augmentation

The Fort Ord BRP identifies availability of water as a resource constraint. The BRP anticipated build out development density utilizes the 6,600 acre-feet per year ("AFY") of available groundwater supply, as described in BRP Appendix B (PFIP section p 3-63). In addition to groundwater supply, the BRP assumes an estimated 2,400 AFY augmentation to achieve the permitted development level as reflected in the BRP (Volume 3, figure PFIP 2-7).

FORA has contracted with Marina Coast Water District ("MCWD") to implement a water augmentation program. Following a comprehensive two-year process of evaluating viable options for water augmentation, the MCWD Board of Directors certified, in October 2004, a program level Environmental Impact Report ("EIR") analyzing three potential augmentation projects. The projects included a desalination project, a recycled water project and a hybrid project (containing components of both recycled water and desalination water projects).

In June 2005, MCWD staff and consultants, working with FORA staff and Administrative Committee, recommended the hybrid project to the FORA and MCWD Boards of Directors. Additionally, it was recommended that FORA-CIP ~~water augmentation~~ funding [toward the former Fort Ord Water and Wastewater Collection Systems](#) be increased by an additional \$17M to avert additional burden on rate payers due to increased capital costs.

Subsequently, several factors required reconsideration of the water augmentation program. Those factors included increased augmentation program project costs (as designs were refined); MCWD and the Monterey Regional Water Pollution Control Agency ("MRWPCA") negotiations regarding the recycled component of the project were not accomplished in a timely manner; and the significant economic downturn (2008-2012). These factors deferred the need for the augmentation program and provided an opportunity to consider the alternative "Regional Plan" as the preferred project for the water augmentation program.

At the April 2008 FORA Board meeting, the Board endorsed the Regional Plan as the preferred plan to deliver the requisite 2,400 AFY of augmenting water to the 6,600 AFY groundwater entitlements. Since that time, the Regional Plan was designated by the State Public Utilities Commission as the preferred environmental alternative and an agreement in principal to proceed entered into by Cal-Am, MCWD and MRWPCA. This agreement is unlikely to proceed under the present circumstances. MCWD is still contractually obligated to provide an augmented source for the former Fort Ord as distinct from the Regional Project. The proposed CIP defaults to the prior Board approved 'hybrid' project that MCWD has performed CEQA for and is contractually required to implement.

c) Storm Drainage System Projects

The adopted BRP recognized the need to eliminate the discharge of storm water runoff from the former Fort Ord to the Monterey Bay National Marine Sanctuary ("Sanctuary"). In addition, the BRP FEIR specifically addressed the need to remove four storm water outfalls that discharged storm water runoff to the Sanctuary.

Section 4.5 of the FEIR, Hydrology and Water Quality, contains the following obligatory Conservation Element Program: ***"Hydrology and Water Quality Policy, C-6: In support of Monterey Bay's National Marine Sanctuary designation, the City/County shall support all actions required to ensure that the bay and inter-tidal environment will not be adversely affected, even if such actions should exceed state and federal water quality requirements."***

"Program C-6.1: The City/County shall work closely with other Fort Ord jurisdictions and the California Department of Parks and Recreation ("CDPR") to develop and implement a plan for storm water disposal that will allow for the removal of the ocean outfall structures and end the direct discharge of storm water into the marine environment. The program must be consistent with State Park goals to maintain the open space character of the dunes, restore natural land forms and restore habitat values."

With these programs/policies in mind, FORA and the City of Seaside, as co-applicants, secured EDA grants to assist in funding the design and construction of alternative disposal (retention) systems for storm water runoff that allowed for the removal of the outfalls. FORA completed the construction and demolition project as of January 2004. Table 3 reflects this obligation having been met.

In the future, following build-out of on-site storm water disposal facilities, FORA or its successor will remove, restore and re-grade the current, interim disposal sites on CDPR lands. The cost of this restoration is [currently unknown and therefore](#) presented as a CIP contingency.



Storm drainage outfall removal – Before and After

d) **Habitat Management Requirements**

The BRP Appendix A, Volume 2 contains the Draft Habitat Management Program (“HMP”) Implementing/Management Agreement. This Management Agreement defines the respective rights and obligations of FORA, its member agencies, California State University and the University of California with respect to implementation of the HMP. For the HMP to be implemented to allow FORA and its member agencies to meet the requirements of the Endangered Species Act, the California Endangered Species Act, and other statutes, the US Fish & Wildlife Service (“USFWS”) and the California Department of Fish & Wildlife (“CDFW”) must also approve the Fort Ord Habitat Conservation Plan (“HCP”) and its funding program, as paid for and caused to be prepared by FORA.

The funding program is predicated on an earnings rate assumption acceptable to USFWS and CDFW for endowments of this kind, and economies of scale provided by unified management of the Cooperative’s (the future HCP Joint Powers Authority) habitat lands by qualified non-profit habitat managers. [The Cooperative will consist of the following members: FORA, County of Monterey, City of Marina, City of Seaside, City of Del Rey Oaks, City of Monterey, State Parks, University of California \(“UC”\), CSUMB, Monterey Peninsula College \(“MPC”\), Monterey Peninsula Regional Park District, and MCWD.](#) The Cooperative will [hold the HCP endowments, except in the case of the UC endowment, and secure the services of appropriately experienced habitat manager\(s\) via a formal selection process.](#) ~~The Cooperative FORA will not control expenditure of the annual line items, but merely FORA will fund the endowments,~~ and the initial and capital costs, to the agreed upon levels.

FORA has provided upfront funding for management, planning, capital costs and HCP preparation. In addition, FORA has dedicated \$1 out of every \$4 collected in development fees to build to a total endowment of principal funds necessary to produce an annual income sufficient to carry out required habitat management responsibilities in perpetuity. The original estimate was developed by an independent consultant retained by FORA and totaled \$6.3M.

Based upon recent conversations with the regulatory agencies, it has become apparent that the Habitat Management obligations will increase beyond the costs noted above. Therefore, this document contains a ± \$39.15M line item of forecasted requisite expenditures [\(see Table 3 column](#)

['2005-13' amount of \\$5,654,084 plus column '2013-14 to Post FORA Total' amount of \\$33,437,419](#)). As part of the FY 2010-11 FORA CIP Review process conducted by EPS, TAMC and FORA, at the FORA Board's April 8, 2011 direction, included \$19.2 million as a CIP contingency for additional habitat management costs should the assumed earnings rate for the endowment be less than the current 4.5% assumption. USFWS and CDFW are the final arbiters as to what the final endowment amount will be, with input from FORA and its contractors/consultants. It is expected that the final endowment amount will be agreed upon in the upcoming fiscal year.

[The current administrative draft HCP prepared in March 2012 includes a cost and funding chapter, which provides a planning-level cost estimate for HCP implementation and identifies necessary funds to pay for implementation. Concerning the annual costs necessary for HCP implementation and funded by FORA of approximately \\$1.6 million, estimated in 2011 dollars, approximately 34% is associated with habitat management and restoration, 27% for program administration and reporting, 23% for species monitoring, and 16% for changed circumstances and other contingencies.](#)

e) Fire Fighting Enhancement Requirements

In July 2003, the FORA Board authorized FORA to lease-purchase five pieces of fire-fighting equipment, including four fire engines and one water tender to supplement the equipment of existing, local fire departments. The equipment recipients included the Cities of Marina, Monterey and Seaside, the Ord Military Community Fire Department and the Salinas Rural Fire Department.

This lease purchase of equipment accommodated FORA's capital obligations under the BRP to enhance the firefighting capabilities on the former Fort Ord in response to proposed development. The lease payments began July 2004, and will be paid through FY 2013/14. Once the lease payments, funded by developer fees, have been satisfied, FORA's obligation for fire-fighting enhancement will have been fully met.



Fire engines received by Fire Departments in the Cities of Marina, Monterey and Seaside and the Ord Military Community were utilized during the Parker Flats habitat burn in 2005

f) Building Removal Program

As a basewide obligation, the BRP includes the removal of building stock to make way for redevelopment in certain areas of the former Fort Ord. The FORA Board established policy regarding building removal obligations with adoption of the FY 01/02 CIP. That policy defines FORA obligations and has been sustained since that time. For example, one of FORA's obligations includes some City of Seaside Surplus II buildings. The policy fixes the overall FORA's funding obligation to Surplus II at \$4M, and the City of Seaside decides which buildings to remove. The FORA Board additionally established criteria to address how the building removal program would proceed at Surplus II: 1) buildings must be within Economic Development Conveyance parcels; 2) building removal is required for redevelopment; 3) buildings are not programmed for reuse; and, 4) buildings along Gigling Road potentially fit the criteria. When the City of Seaside, working with any developer, determines which buildings should be removed, FORA would forego a portion of land sale proceeds in an amount commensurate with actual costs, up to \$4M (December 1996 Reimer Associates Fort Ord Demolition Study). All jurisdictions have been treated in a similar manner but have widely varying building removal needs that FORA does its best to accommodate with available funds.

As per Board direction, building removal is funded by land sale revenue and/or credited against land sale valuation. Two MOAs have been finalized for these purposes, as described below:

In August 2005 FORA entered into an MOA with the City of Marina Redevelopment Agency and Marina Community Partners ("MCP"), assigning FORA \$46M in building removal costs within the Dunes on Monterey Bay project area and MCP the responsibility for the actual removal. FORA paid \$22M

and MCP received credits of \$24M for building removal costs against FORA's portion of the land sale proceeds. FORA's building removal obligation was completed as agreed by the City of Marina and MCP in 2007.

In February 2006 FORA entered into an MOA with Monterey County, the Monterey County Redevelopment Agency and East Garrison Partners ("EGP"). In this MOA, EGP agreed to undertake FORA's responsibility for removal of certain buildings in the East Garrison Specific Plan for which they received a credit of \$2.1M against FORA's portion of land sale proceeds. Building removal in the East Garrison project area is now complete. Since this agreement was made, the property was acquired by a new entity who is complying with the financial terms of the MOA.

FORA's remaining building removal obligations include the former Fort Ord stockade within the City of Marina (\pm \$2.2M) and as previously discussed, buildings in the City of Seaside's Surplus II area (\pm \$4M). In 2011, FORA, at the direction of the City of Seaside, removed a building in the Surplus II area which is explained in more detail in Appendix C. FORA will continue to work closely with the Cities of Marina and Seaside as new specific plans are prepared for those areas.

Since 1996 FORA has been aggressively reusing, redeveloping, and/or deconstructing former Fort Ord buildings in environmentally sensitive ways to reuse or reclaim significant building materials. FORA has worked closely with the regulatory agencies and local contractors to safely abate hazardous materials, maximize material reuse and recycling, and create an educated work force that can take advantage of the jobs created on Fort Ord. FORA, CSUMB and the jurisdictions continue to leverage the accumulated expertise and experience and focus on environmentally sensitive reuse, removal of structures, and recycling remnant structural and site materials, while applying lessons learned from past FORA efforts to "reduce, reuse and recycle" materials from Fort Ord structures as described in Appendix C.

g) Water and Wastewater Collection Systems

Following a competitive selection process in 1997, the FORA Board approved MCWD as the purveyor to own and operate water and wastewater collection systems on the former Fort Ord. By agreement with FORA, MCWD is tasked to assure that a Water and Wastewater Collection Systems Capital Improvement Program is in place and implemented to accommodate repair, replacement and expansion of the systems. To provide uninterrupted service to existing customers and to track with system expansion to keep pace with proposed development, MCWD and FORA staff coordinate system(s) needs with respect to anticipated development. MCWD is engaged in the FORA CIP process, and adjusts its program coincident with the FORA CIP.

[In 2007, MCWD staff and consultants conducted a study of their rates, fees and charges to determine projected adjustments through five budget years. At the time, the study projected a significant increase to capacity charges to fund the improvements to and expansion of the former Fort Ord Water and Wastewater Collections Systems. The FORA Board made the policy decision to voluntarily increase the FORA CIP contribution toward this basewide obligation. Table 3 reflects this funding.](#)

In 1997, the FORA Board established a Water and Wastewater Oversight Committee ("WWOC"), which serves in an advisory capacity to the Board. A primary function of the WWOC is to meet and confer with MCWD staff in the development of operating and capital budgets and the corresponding customer rate structures. Annually at budget time, the WWOC and FORA staff prepare recommended actions for the Board's consideration with respect to budget and rate approvals. This process provides a tracking mechanism to assure that improvements to, and expansion of, the systems are in sequence with development needs. Capital improvements for system(s) operations and improvements are funded by customer rates, fees and charges. Capital improvements for the system(s) are approved on an annual basis by the MCWD and FORA Boards. Therefore, the water and wastewater capital improvements are not duplicated in this document.

h) Property Management and Caretaker Costs

During the EPS CIP Phase I Review process in FY 10/11, FORA jurisdictions expressed concern over accepting 1,200+ acres of former Fort Ord properties without sufficient resources to manage them. Since the late 1990's, FORA carried a CIP contingency line item for "caretaker costs." The EPS CIP Phase I Study identified \$16M in FORA CIP contingencies to cover such costs. These obligations are not BRP required CEQA mitigations, but are considered basewide obligations (similar to FORA's additional water augmentation program contribution and building removal obligation). In order to reduce contingencies, this \$16M item was excluded from the CIP cost structure used as the original basis for the 2011-12 CFD Special Tax fee reductions.

However, the Board recommended that a "Property Management/Caretaker Costs" line item be added as an obligation to cover basewide property management costs, should they be demonstrated.

As a result of EPS's CIP Review – Phase II Study analysis in FY 11/12 and FY 12/13, FORA has agreed to reimburse its five member jurisdictions up to \$660,000 in annual funding for these expenses based on past experience, provided sufficient land sales revenue is available and jurisdictions are able to demonstrate property management/caretaker costs. [Additional detail concerning this analysis is provided under Appendix D.](#) These expenses are shown in Table 5 – Land Sales as a deduction prior to net land sales proceeds. The expenses in this category (FY 13/14 through Post-FORA) are planning numbers and are not based on identified costs.

III. FY 2013/2014 THROUGH POST-FORA CAPITAL IMPROVEMENT PROGRAM

Background Information/Summary Tables

Table 1 graphically depicts fiscal offsets of completed projects that have reduced BRP obligations. Since 1995, FORA has advanced approximately \$75M in capital projects and BRP obligations. These projects have been predominantly funded by EDA grants, loan proceeds and developer fees. Developer fees are the primary funding source for FORA to continue meeting its mitigation obligations under the BRP. Table 1 includes fiscal offsets inclusive of not only completed projects, but also funded projects to-be-completed during the course of the next fiscal year. As previously noted, work concluded in conjunction with TAMC and AMBAG has resulted in modification of transportation obligations for consistency with current transportation planning at the regional level.

Table 2 details current TAMC recommendations that are compatible with the RTP, and "time places" [transportation and transit](#) obligations over the CIP time horizon.

A summary of the CIP project elements and their forecasted costs and revenues are presented in Table 3. Annual updates of the CIP will continue to contain like summaries and account for funding received and applied against required projects.

Table 4, Community Facilities District Revenue, reflects forecasted annual revenue from CFD fee collection. On an annual basis, FORA requests updated development forecasts from its member agencies as a component of FORA's CIP preparation process. The five land use jurisdictions and other agencies with land use authority on former Fort Ord provide updated development forecasts for Table A1: Residential Annual Land Use Construction and Table A2: Non-Residential Annual Land Use Construction (Appendix B). FORA staff reviews the submitted development forecasts to ensure that BRP resource limitations are met (i.e. 6,160 New Residential Unit limit, etc.). FORA staff may make adjustments to the forecasts based on past experience. In previous years, jurisdictions' forecasts have been overly optimistic. As a result, FORA staff included development forecasts as submitted for FY 13/14, but reduced forecasted development by 50% in FY 14/15 through FY 19/20 and placed the remaining 50% of the forecasts in the Post-FORA column at the end of the time horizon.

FORA staff applied the anticipated FORA CFD special tax/Development Fee Schedule rates as of July 1, 2013 to the forecasted development to produce Table 4 – Community Facilities District Revenue projections (see Appendix A for more information).

Table 5 - Land Sale Revenue reflects land sales projections resulting from EPS's CIP Review – Phase II Study. EPS projected future FORA land sales through June 30, 2020. EPS's land sales projections are shown in Table D-2 included in Attachment A to Item 7c CIP Review – Phase II Study, May 10, 2013 FORA Board Packet. For this FY 13/14 CIP, FORA staff based its land sale revenue forecasts using the same underlying assumptions as Table D-2. Using past land sales transactions on former Fort Ord where FORA received 50% of the proceeds, EPS determined an underlying land value of \$180,000 per acre of land. This value was applied to future available development acres to forecast land sale revenue, assuming the land sale would precede actual development by two years. Similar to Table 4 – CFD Revenue forecasts, FORA staff reduced the forecasted land sales revenue by 50% in FY 13/14 through FY 19/20 and placed the remaining 50% of the forecasts in the Post-FORA column at the end of the time horizon. As in Table D-2, FORA staff calculated FORA's 50% share of the projected land sales proceeds, then deducted estimated caretaker costs, FORA costs, and other obligations (Initiatives, Petitions, etc.) from the land sales revenue projections. Finally, FORA staff applied a discount rate of 5.3% prior to determining net FORA land sales proceeds.

OBLIGATORY PROJECT OFFSETS AND REMAINING OBLIGATIONS

Project #	Project Title	Project Limits	TAMC Reallocation Study 2005		FORA Offsets 2005-2013	FORA Remaining Obligation	FORA Remaining Obligation Inflated
			TOTAL COST	FORA PORTION			
Regional Improvements							
R3	Hwy 1-Seaside Sand City	Widen highway 1 from 4 lanes to 6 lanes from Fremont Avenue Interchange south to the Del Monte Interchange	45,000,000	15,282,245	-	20,751,313	21,332,350
R10	Hwy 1-Monterey Rd. Interchange	Construct new interchange at Monterey Road	19,100,000	2,496,648	-	3,390,125	3,485,049
R11	Hwy 156-Freeway Upgrade	Widen existing highway to 4 lanes and upgrade highway to freeway status with appropriate interchanges. Interchange modification as needed at US 156 and 101	197,000,000	7,092,169	-	9,630,249	9,899,896
R12	Hwy 68 Operational Improvements	Operational improvements at San Benancio, Laureles Grade and at Corral De Tierra including left turn lanes and improved signal timing	9,876,000	223,660	-	303,701	312,205
Subtotal Regional			270,976,000	25,094,722	-	34,075,388	35,029,499
Off-Site Improvements							
1	Davis Rd n/o Blanco	Widen to 4 lanes from the SR 183 bridge to Blanco	3,151,000	506,958	-	688,383	707,658
2B	Davis Rd s/o Blanco	Widen to 4 lanes from Blanco to Reservation; Build 4 lane bridge over Salinas River	22,555,000	8,654,502	280,000	11,456,309	11,777,085
4D	Widen Reservation-4 lanes to WG	Widen to 4 lanes from existing 4 lane section East Garrison Gate to Watkins Gate	10,100,000	3,813,916	476,584	4,618,511	4,747,829
4E	Widen Reservation, WG to Davis	Widen to 4 lanes from Watkins Gate to Davis Rd	5,500,000	2,216,321	-	3,009,477	3,093,742
8	Crescent Ave extend to Abrams	Extend existing Crescent Court Southerly to join proposed Abrams Dr (FO2)	906,948	906,948	-	1,231,518	1,266,001
Subtotal Off-Site			42,212,948	16,098,645	756,584	21,004,198	21,592,315
On-Site Improvements							
FO2	Abrams	Construct a new 2-lane arterial from intersection with 2nd Ave easterly to intersection with Crescent Court extension	759,569	759,569	-	1,031,396	1,060,275
FO5	8th Street	Upgrade/construct new 2-lane arterial from 2 nd Ave to Intergarrison Rd	4,340,000	4,340,000	-	5,853,541	6,017,440
FO6	Intergarrison	Upgrade to a 4-lane arterial from Eastside Rd to Reservation	4,260,000	4,260,000	1,559,469	3,968,783	4,079,909
FO7	Gigling	Upgrade/Construct new 4-lane arterial from General Jim Moore Blvd easterly to Eastside Rd	5,722,640	5,722,640	353,510	7,336,934	7,542,368
FO9B (Ph-II)	GJM Blvd-Normandy to McClure	Widen from 2 to 4 lanes from Normandy Rd to McClure			6,252,156	-	-
FO9B (Ph-III) [1]	GJM Blvd-s/o McClure to s/o Coe	Widen from 2 to 4 lanes from McClure to Coe	24,065,000	24,065,000	3,476,974	-	-
FO9C	GJM Blvd-s/o Coe to S Boundary	Widen from 2 to 4 lanes from s/o Coe to South Boundary Rd			13,375,935	959,935	986,813
FO11	Salinas Ave	Construct new 2 lane arterial from Reservation Rd southerly to Abrams Dr	3,038,276	3,038,276	-	4,125,586	4,241,102
FO12	Eucalyptus Rd	Upgrade to 2 lane collector from General Jim Moore Blvd to Eastside Rd to Parker Flats cut-off	5,800,000	5,800,000	5,328,055	471,945	485,159
FO13B	Eastside Pkwy (New alignment)	Construct new 2 lane arterial from Eucalyptus Rd to Parker Flats cut-off to Schoonover Dr	12,536,370	12,536,370	510,000	16,488,852	16,950,540
FO14	S Boundary Road Upgrade	Upgrade to a 2 lane arterial, along existing alignment from General Jim Moore Blvd to York Rd	2,515,064	2,515,064	338,986	2,992,283	3,076,067
Subtotal On-Site			63,036,919	63,036,919	31,195,085	43,229,255	44,439,674
Transportation Totals			376,225,867	104,230,286	31,951,669	98,308,841	101,061,488
[1] Remaining construction may be phased in future CIP documents based on available funds and habitat/environmental clearance.							
Transit Capital Improvements							
T3	Transit Vehicle Purchase/Replace	15 busses	15,000,000	6,298,254	279,950	8,213,548	8,443,527
T22	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 Imjin. and 3. Park and Ride Facility @ 8th. Street and Gigling	3,800,000	4,786,673		6,499,682	6,681,673
Transit Totals			18,800,000	11,084,926	279,950	14,713,230	15,125,200
Transportation/Transit Totals			395,025,867	115,315,212	32,231,619	113,022,071	116,186,689
Previous Offsets 1995 - 2004							
1. Transportation/Transit - TAMC Study 1995							
FORA offsets against obligations for transportation/transit network per 1995 TAMC Study from 1995-2004. Funded by EDA grant funds, state and local matching funds, revenue bond proceeds, development fees.						32,235,648	
2. Storm Drainage System							
Retain/Percolate stormwater; eliminate discharge of stormwater to Monterey Bay Sanctuary. Project completed/financial obligation met in 2004. Funded by EDA grant proceeds.						1,631,951	
TOTAL CUMULATIVE OFFSETS AGAINST TRANSPORTATION/TRANSIT AND STORM DRAINAGE PROJECTS TO DATE						66,099,218	

TRANSPORTATION NETWORK AND TRANSIT ELEMENTS

Lead Agency		Regional Improvements									
Proj#	Description	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	POST FORA	TOTALS	Proj#
TAMC/Caltrans	R3a	Hwy 1-Del Monte-Fremont-MBL						8,500,000	12,832,350	21,332,350	R3
TAMC/Caltrans	R10	Hwy 1-Monterey Rd. Interchange				3,485,049				3,485,049	R10
TAMC/Caltrans	R11	Hwy 156-Freeway Upgrade					7,040,447	2,859,449		9,899,896	R11
TAMC/Caltrans	R12	Hwy 68 Operational Improvements	312,205							312,205	R12
Subtotal Regional		312,205	-	-	-	3,485,049	7,040,447	11,359,449	12,832,350	35,029,500	

Off-Site Improvements		Proj#	Description	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	POST FORA	TOTALS	Proj#
Monterey County	1	Davis Rd north of Blanco		707,658								707,658	1
Monterey County	2B	Davis Rd south of Blanco	472,199	48,116		6,500,000			1,000,000		3,756,770	11,777,085	2B
Monterey County	4D	Widen Reservation-4 lanes to WG					3,019,397	1,728,432				4,747,829	4D
Monterey County	4E	Widen Reservation, WG to Davis		616,220	616,220	1,861,302						3,093,742	4E
City of Marina	8	Crescent Ave extend to Abrams		1,266,001								1,266,001	8
Subtotal Off-Site			472,199	2,637,995	616,220	8,361,302	3,019,397	2,728,432	-	3,756,770	21,592,315		

On-Site Improvements		Proj#	Description	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	POST FORA	TOTALS	Proj#
City of Marina	FO2	Abrams							1,060,275			1,060,275	FO2
City of Marina	FO5	8th Street		1,000,000	424,585	680,000	1,000,000	2,912,855				6,017,440	FO5
FORA	FO6	Intergarrison		4,063,240	16,669							4,079,909	FO6
FORA	FO7	Gigling		3,755,777	30,815						3,755,776	7,542,368	FO7
FORA	FO9C	GJM Blvd		986,813								986,813	FO9C
City of Marina	FO11	Salinas Ave		29,505						4,211,598		4,241,103	FO11
FORA	FO12	Eucalyptus Road			485,159							485,159	FO12
FORA	FO13B	Eastside Parkway		8,440,644	8,509,896							16,950,540	FO13B
FORA	FO14	South Boundary Road Upgrade	306,350	2,769,717								3,076,067	FO14
Subtotal On-Site			306,350	21,045,696	9,467,124	680,000	1,000,000	3,973,130	-	7,967,374	44,439,674		

Transportation Totals	1,090,754	23,683,691	10,083,344	9,041,302	7,504,446	13,742,009	11,359,449	24,556,494	101,061,489
------------------------------	------------------	-------------------	-------------------	------------------	------------------	-------------------	-------------------	-------------------	--------------------

Transit Capital Improvements		Proj#	Description	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	POST FORA	TOTALS	Proj#
MST	T3	Transit Vehicle Purchase/Replace	99,000	99,000	99,000	4,904,023			1,742,504	1,500,000		8,443,527	T3
MST	T22	Intermodal Centers					5,654,374	1,027,299		-		6,681,673	T22
Subtotal Transit			99,000	99,000	99,000	4,904,023	5,654,374	2,769,803	1,500,000	-	-	15,125,200	

Transportation and Transit GRAND TOTALS	1,189,754	23,782,691	10,182,344	13,945,325	13,158,820	16,511,812	12,859,449	24,556,494	116,186,689
--	------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	--------------------

SUMMARY OF CAPITAL IMPROVEMENT PROGRAM 2013/14 - POST FORA

	2005-13 (1)	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Post FORA	2013-14 to Post FORA Total
A. CIP PROJECTS FUNDED BY CFD DEVELOPMENT FEES										
Dedicated Revenues										
Development Fees	22,616,336	11,090,443	17,048,000	28,276,000	34,399,000	31,258,000	26,797,000	24,218,000	26,123,000	199,209,443
Other Revenues										
Property Taxes (2)	5,796,078	-	117,413	466,598	1,324,929	2,346,416	3,235,260	3,917,529	4,352,202	15,760,348
Loan Proceeds (3)	7,926,754									-
Federal Grants (4)	6,426,754		1,000,000							1,000,000
CSU Mitigation fees	2,326,795									-
Miscellaneous Revenues (Rev Bonds, CFD credit) (11)	2,762,724									-
TOTAL REVENUES	47,855,441	11,090,443	18,165,413	28,742,598	35,723,929	33,604,416	30,032,260	28,135,529	30,475,202	215,969,791
Expenditures										
Projects										
Transportation/Transit	32,231,619	1,189,754	23,782,691	10,182,344	13,945,325	13,158,820	16,511,812	12,859,449	24,556,494	116,186,689
Water Augmentation (5) CEQA Mitigation	561,780								23,452,781	23,452,781
Voluntary Contribution	-		3,600,000	3,600,000	3,600,000	3,600,000	3,600,000	3,600,000	55,302	21,655,302
Storm Drainage System [Completed by 2005] (6)	[Table 1]									-
Habitat Management (7)	5,654,084	2,772,611	4,262,000	7,069,000	8,599,750	7,814,500	2,919,558			33,437,419
Fire Rolling Stock	1,044,000	116,000								116,000
Property Management/Caretaker Costs (8)	20,000									-
Total Projects	39,511,482	4,078,365	31,644,691	20,851,344	26,145,075	24,573,320	23,031,370	16,459,449	48,064,577	194,848,191
Other Costs & Contingency (9)										
Additional CIP Costs	3,310,610	-	-	-	-	-	-	-	16,905,000	16,905,000
Habitat Mgt. Contingency	755,920	86,250	-	-	-	-	-	-	19,075,191	19,161,441
Add. Util. & Storm Drainage	-	-	-	-	-	-	-	-	3,500,000	3,500,000
Other Costs (Debt Service) (14)	1,679,296	8,200,004	-	-	-	-	-	-	1,234,176	9,434,180
Total Other Costs & Contingency	5,745,826	8,286,254	-	-	-	-	-	-	40,714,367	49,000,621
TOTAL EXPENDITURES	45,257,309	12,364,619	31,644,691	20,851,344	26,145,075	24,573,320	23,031,370	16,459,449	88,778,944	243,848,812
Net Annual Revenue		(1,274,176)	(13,479,278)	7,891,254	9,578,854	9,031,096	7,000,890	11,676,080	(58,303,742)	
Beginning Balance		2,598,132	1,323,956	(12,155,322)	(4,264,068)	5,314,786	14,345,883	21,346,773	33,022,853	
Ending Balance CFD & Other	2,598,132	1,323,956	(12,155,322)	(4,264,068)	5,314,786	14,345,883	21,346,773	33,022,853	(25,280,889)	(25,280,889)
B. CIP PROJECTS FUNDED BY LAND SALE REVENUES										
Dedicated Revenues										
Land Sales (10)	14,710,690	2,750,300	31,954,894	2,775,426	2,160,221	486,235	1,100,060	1,100,110	14,636,125	56,963,373
Land Sales - Credits (11)	6,767,300			6,750,000	-	-	12,659,700	-	-	19,409,700
Other Revenues (12)	1,425,000									-
Loan Proceeds (3)	7,500,000									-
Total Revenues	30,402,990	2,750,300	31,954,894	9,525,426	2,160,221	486,235	13,759,760	1,100,110	14,636,125	76,373,073
Expenditures										
Projects (13)										
Building Removal	28,767,300	-	4,000,000	8,950,000			12,659,700	-	-	25,609,700
Other Costs (Debt Service) (14)	-	-	18,200,000	-	-	-	-	-	-	18,200,000
TOTAL PROJECTS	28,767,300	-	22,200,000	8,950,000	-	-	12,659,700	-	-	43,809,700
Net Annual Revenue	1,635,690	2,750,300	9,754,894	575,426	2,160,221	486,235	1,100,060	1,100,110	14,636,125	32,563,373
Beginning Balance	-	1,635,690	4,385,990	14,140,884	14,716,310	16,876,532	17,362,767	18,462,828	19,562,938	1,635,690
Ending Balance Land Sales & Other	1,635,690	4,385,990	14,140,884	14,716,310	16,876,532	17,362,767	18,462,828	19,562,938	34,199,063	34,199,063
TOTAL ENDING BALANCE-ALL PROJECTS		5,709,946	1,985,562	10,452,242	22,191,318	31,708,650	39,809,600	52,585,791	8,918,174	8,918,174

Table 3 CIP Summary Table Footnotes

- (1) This column summarizes CIP revenues and expenses from July 2005 through June 2013. These totals are not included in the 2013-14 to Post FORA totals.
- (2) "Property Taxes (former Tax Increment)" revenue has been designated for operations and as a back-up to FORA CIP projects; to date, approximately \$5.8M was spent on ET/ESCA change orders and CIP road projects.
- (3) "Loan Proceeds": In FY 05-06 FORA obtained a line of credit ("LOC") to ensure CIP obligations be met despite cash flow fluctuations. The LOC draw-downs were used to pay road design, construction and building removal costs and were partially repaid by available CIP funding sources. In FY 09-10 FORA repaid the remaining \$9M LOC debt (\$1.5M in transportation and \$7.5M in building removal) through a loan secured by FORA's share of Preston Park. The loan also provided \$6.4M matching funds to US Department of Commerce EDA/American Recovery and Reinvestment Act ("ARRA") grant funds.
- (4) "Federal grants": In FY 2010 FORA received ARRA funding to finance construction of General Jim Moore Boulevard ("GJMB") and Eucalyptus Road. FORA obtained a loan against its 50% share in Preston Park revenues to provide required match to the ARRA grant (see #3 "Loan Proceeds").
- (5) "Water Augmentation" is FORA's financial obligation for the approved water augmentation project. The original CEQA obligation (\$23,452,781) is included in the total. The FORA Board approved an additional contribution (\$21,655,302) to keep MCWD capacity charges in check. Please refer to Section II b) Water Augmentation.
- (6) FORA's "Storm Water Drainage System" mitigation has been retired. Through agreement with the California Department of Parks and Recreation, FORA is obligated to remove storm water disposal facilities west of Highway 1 following replacement of the outfall storm drains with on-site storm water disposal. Funding for this work is shown under Other Costs & Contingencies.
- (7) "Habitat Management" amounts are estimates. Habitat management endowment final amount is subject to approval by USFWS and CDFW. Please refer to Section II d) Habitat Management Requirements.
- (8) "Property Management/Caretaker Costs" amounts are deducted from net land sales revenue. As a result of EPS's CIP Review – Phase II Study analysis, FORA has agreed to reimburse its five member jurisdictions up to \$660,000 in annual funding for these expenses, provided sufficient land sales/lease revenue is available and jurisdictions are able to demonstrate property management/caretaker costs. Please refer to Section II h) Property Maintenance and Caretaker Costs.
- (9) "Other Costs & Contingencies" are subject to cash flow and demonstrated need. Primarily, this item is not funded until distant "out-years" of the program.
"Additional Transportation Costs" are potential and unknown additional basewide expenditures not included in current cost estimates for transportation projects (e.g. contract change orders to the ESCA, street landscaping, unknown site conditions, project changes, habitat/environmental mitigation, etc.)
"Habitat Management Contingency" provides interim funding for the University of California Fort Ord Natural Reserve until adoption of the HCP and as a result of CIP Review policy decisions, includes sufficient funding for Habitat Conservation Plan endowments should a lower endowment payout rate be required by Regulatory Agencies.
"Additional Utility and Storm Drainage Costs" provides for restoration of storm drainage sites in State Parks land and relocation of utilities.
- (10) "Land Sales" revenue projections were evaluated by EPS as a component of their CIP Review – Phase II Study. The same approach of determining a residual land value factor based on past FORA or Land Use Jurisdictions' land sales transactions (resulting in \$180,000 per acre) was used. The factor was then applied to non-transacted remaining development acres. The land sales revenue projections shown are net revenue after deducting identified costs, which include \$660,000 annually in property management/caretaker costs (obligation reduced as land is reused) and \$250,000 annually in other obligations (Initiatives, Petitions, Etc.)..

- (11) "CFD/Land Sales – Credit" is credit due specific developers who perform roadway improvements/building removal by agreement with FORA. The value of the work is subtracted from the developer's CFD fee/land sale proceeds due FORA. Regarding CFD fees, FORA entered into agreement with East Garrison Partners for a total credit of \$2,075,621. Regarding land sale proceeds, FORA entered into two such agreements with Marina Community Partners (\$24M) and East Garrison Partners (\$2.1M) for a total land sale credit of \$26,177,000.
- (12) "Other Revenues" applied against building removal include Abrams B loan repayment of \$1,425,000.
- (13) "Projects" total include building removal at 1) Dunes on Monterey Bay (\$46M), 2) Imjin Office (\$400K), 3) East Garrison (\$2.177M), and remaining to be completed 4) Stockade (\$2.2M), and 5) Surplus II (\$4M).
- (14) " Other Costs (Debt Service)" payment of borrowed funds, principal and interest (see #3 "Loan Proceeds"). The \$7.6M repayment of remaining principal by FORA Development Fees/CFD special taxes, anticipated in FY 13-14, will be retained in the FORA Reserve fund. On May 10, 2013, the FORA Board approved a 23.6% reduction in the Basewide FORA Development Fee Schedule and FORA CFD special tax as a result of EPS's CIP Review - Phase II Study. The study showed that FORA operations costs through 2020 will be offset by the \$7.6M loan repayment from FORA Development Fees/CFD special taxes. The actual Preston Park loan will be paid off upon Preston Park disposition.

Community Facilities District Revenue

		Post FORA		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Post-FORA
Jurisdiction		Total									
<u>New Residential</u>											
Marina Heights (3)	1050	MAR	\$ 28,538,000	\$ 544,000	\$ 2,066,000	\$ 3,914,000	\$ 4,892,000	\$ 5,055,000	\$ 4,892,000	\$ 3,832,000	\$ 3,343,000
The Promontory (1)	0	MAR	0	-	-	-	-	-	-	-	-
Dunes on Monterey Bay (3)	1237	MAR	30,685,000	1,250,000	2,664,000	4,403,000	4,892,000	4,892,000	4,892,000	4,892,000	2,800,000
TAMC TOD (1)	200	MAR	5,436,000	-	-	-	2,718,000	2,718,000	-	-	-
CSUMB North Campus Housing (1)	0	CSU/MAR	669,000	-	-	-	-	204,000	204,000	204,000	57,000
UC 8th Street (1)	240	UC/MCO	6,522,000	-	-	-	1,087,000	1,087,000	1,087,000	1,087,000	2,174,000
East Garrison I (3)	1470	MCO	36,992,000	5,599,000	6,387,000	4,892,000	5,572,000	5,300,000	4,621,000	4,621,000	-
Monterey Horse Park (1)	400	MCO	10,872,000	-	-	-	-	2,718,000	2,718,000	-	5,436,000
Monterey Horse Park (1)	515	SEA	13,999,000	-	-	-	680,000	1,359,000	1,359,000	2,039,000	8,562,000
UC East Campus - SF (1)	0	UC/MCO	0	-	-	-	-	-	-	-	-
UC East Campus - MF (1)	0	UC/MCO	0	-	-	-	-	-	-	-	-
Seaside Highlands (4)	152	SEA	0	-	-	-	-	-	-	-	-
Seaside Resort Housing (3)	125	SEA	3,316,000	27,000	27,000	27,000	82,000	163,000	1,495,000	1,495,000	-
Seaside Housing (Eastside) (1)	0	SEA	0	-	-	-	-	-	-	-	-
Seaside Affordable Housing Obligation (1)	72	SEA	1,957,000	-	-	-	-	-	-	1,957,000	-
Workforce Housing (Army to Build) (1)	0	SEA	0	-	-	-	-	-	-	-	-
Market Rate Housing (Army to Build) (1)	0	SEA	0	-	-	-	-	-	-	-	-
Workforce Housing (Seaside) (1)	0	SEA	0	-	-	-	-	-	-	-	-
Del Rey Oaks (1)	691	DRO	18,781,000	-	3,533,000	7,801,000	7,447,000	-	-	-	-
Other Residential	8	Various	0	-	-	-	-	-	-	-	-
	<u>6160</u>		0								
<u>Existing/Replacement Residential</u>											
Preston Park (4)	352	MAR	3,265,443	\$ 3,265,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cypress Knolls (1)	400	MAR	10,872,000	-	-	-	2,718,000	2,718,000	2,718,000	2,718,000	-
Patton Park (3)		MAR	0	-	-	-	-	-	-	-	-
Abrams B (4)		MAR	0	-	-	-	-	-	-	-	-
Shelter Outreach Plus (4) & (1)		MAR	0	-	-	-	-	-	-	-	-
Sunbay (4)		SEA	0	-	-	-	-	-	-	-	-
Stillwell Kidney - WFH (Army to Build) (1)		SEA	0	-	-	-	-	-	-	-	-
<u>Office</u>											
Del Rey Oaks Office (1)		DRO	46,000	\$ -	\$ 23,000	\$ -	\$ 23,000	\$ -	\$ -	\$ -	\$ -
Monterey City Office (1)		MRY	103,000	-	-	17,000	17,000	30,000	13,000	13,000	13,000
Monterey County Office		MCO	0	-	-	-	-	-	-	-	-
Horse Park (1)		MCO	12,000	-	-	6,000	6,000	-	-	-	-
Landfill Commercial Development (1)		MCO	0	-	-	-	-	-	-	-	-
Intergarrison Rd Office Park (1)		MCO	0	-	-	-	-	-	-	-	-
East Garrison I Office Development (3)		MCO	8,000	1,000	3,000	3,000	1,000	-	-	-	-
MST Bus Maint & Opns Facility (1)		MCO	0	-	-	-	-	-	-	-	-
Imjin Office Park (3)		MAR	2,000	2,000	-	-	-	-	-	-	-
Dunes on Monterey Bay (3)		MAR	168,000	35,000	-	12,000	12,000	-	23,000	23,000	63,000
Cypress Knolls Community Center (1)		MAR	4,000	-	-	-	4,000	-	-	-	-
Interim Inc. - Rockrose Gardens (3)		MAR	3,000	3,000	-	-	-	-	-	-	-
TAMC TOD (office/public facilities) (1)		MAR	10,000	-	-	5,000	5,000	-	-	-	-
Main Gate Conference (1)		SEA	6,000	-	-	-	-	-	6,000	-	-
Seaside Office (Monterey Blues) (1)		SEA	0	-	-	-	-	-	-	-	-
Chartwell School (1)		SEA	0	-	-	-	-	-	-	-	-
Monterey Peninsula Trade & Conf Cntr (1)		SEA	58,000	-	-	-	-	-	-	58,000	-
Seaside Resort Golf Buildings (3)		SEA	0	-	-	-	-	-	-	-	-
UC East Campus (1)		UC/MCO	0	-	-	-	-	-	-	-	-
UC Central South Campus (1)		UC/MAR	23,000	-	-	-	-	23,000	-	-	-
UC Central North & West Campuses (1)		UC/MAR	63,000	-	-	9,000	9,000	9,000	9,000	9,000	18,000
<u>Industrial</u>											
Airport Economic Development Area (1)		MAR	48,000	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Industrial -- City Corp. Yard (1)		MAR	0	-	-	-	-	-	-	-	-

Community Facilities District Revenue

	Jurisdiction	Post FORA Total	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Post-FORA
TAMC TOD (1)	MAR	8,000	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
Dunes on Monterey Bay (3)	MAR	0	-	-	-	-	-	-	-	-
Industrial - City Corp. Yard (1)	MRY	103,000	-	-	10,000	10,000	26,000	16,000	16,000	25,000
Industrial - Public/Private (1)	MRY	0	-	-	-	-	-	-	-	-
Monterey County Light Ind. (1)	MCO	0	-	-	-	-	-	-	-	-
Horse Park (1)	MCO	27,000	-	-	10,000	10,000	7,000	-	-	-
Landfill Industrial Park (1)	MCO	0	-	-	-	-	-	-	-	-
MST Bus Maint & Opns Facility (1)	MCO	0	-	-	-	-	-	-	-	-
Seaside Corp Yard Shop (1)	SEA	5,000	-	-	5,000	-	-	-	-	-
UC Central N. & W. Campuses (1)	UC/MAR	28,000	-	-	4,000	4,000	4,000	4,000	4,000	8,000
Retail		0								
Del Rey Oaks Retail (1)	DRO	135,000	\$ -	\$ 135,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UC Central N. & W. Campuses (1)	UC/MAR	588,000	-	-	84,000	84,000	84,000	84,000	84,000	168,000
UC East Campus (1)	UC/MCO	350,000	-	-	-	175,000	-	-	-	175,000
UC Eight Street (1)	UC/MCO	1,890,000	-	-	270,000	270,000	270,000	270,000	270,000	540,000
Monterey County Retail	MCO	0	-	-	-	-	-	-	-	-
Landfill Commercial development (1)	MCO	0	-	-	-	-	-	-	-	-
East Garrison I Retail (1)	MCO	270,000	-	-	-	135,000	135,000	-	-	-
Ord Market (4)	MCO	0	-	-	-	-	-	-	-	-
Horse Park (1)	MCO	2,835,000	-	-	675,000	675,000	675,000	810,000	-	-
Main Gate Spa (1)	SEA	162,000	-	-	-	-	-	-	162,000	-
Main Gate Large Format Retail (1)	SEA	590,000	-	-	-	-	590,000	-	-	-
Main Gate In-Line Shops (1)	SEA	1,963,000	-	-	-	-	1,963,000	-	-	-
Main Gate Department Store Anchor (1)	SEA	810,000	-	-	-	-	810,000	-	-	-
Main Gate Restaurants (1)	SEA	412,000	-	-	-	-	412,000	-	-	-
Main Gate Hotel Restaurant (1)	SEA	54,000	-	-	-	-	-	54,000	-	-
Seaside Resort Golf Clubhouse (1)	SEA	110,000	-	-	110,000	-	-	-	-	-
Dunes on Monterey Bay (3)	MAR	1,349,000	364,000	675,000	310,000	-	-	-	-	-
TAMC TOD (1)	MAR	506,000	-	-	253,000	253,000	-	-	-	-
Hotel (rooms) (5)										
Del Rey Oaks Hotel (1) (454 rm)	454 DRO	2,754,000	\$ -	\$ 631,000	\$ 1,516,000	\$ 607,000	\$ -	\$ -	\$ -	\$ -
Del Rey Oaks Timeshare (1) (96 rm)	96 DRO	582,000	-	291,000	291,000	-	-	-	-	-
Horse Park (Parker Flat) Hotel (1) (200 rm)	200 MCO	1,213,000	-	-	1,213,000	-	-	-	-	-
Dunes - Limited Service (3) (100 rm)	100 MAR	607,000	-	607,000	-	-	-	-	-	-
Dunes - Full Service (3) (400 rm)	400 MAR	2,426,000	-	-	2,426,000	-	-	-	-	-
Seaside Golf Course Hotel (3) (330 rm)	330 SEA	2,001,000	-	-	-	2,001,000	-	-	-	-
Seaside Golf Course Timeshares (3) (170 rm)	170 SEA	1,031,000	-	-	-	-	-	-	728,000	303,000
Main Gate Hotel (1) (250 rm)	250 SEA	1,516,000	-	-	-	-	-	1,516,000	-	-
UC East Campus (1) (250 rm)	250 UC/MCO	1,516,000	-	-	-	-	-	-	-	1,516,000
UC Central N. & W. Campuses (1) (150 rm)	150 UC/MAR	910,000	-	-	-	-	-	-	-	910,000
	2400									
Total		\$ 199,209,443	\$ 11,090,443	\$ 17,048,000	\$ 28,276,000	\$ 34,399,000	\$ 31,258,000	\$ 26,797,000	\$ 24,218,000	\$ 26,123,000

	Adopted 2002	Effective 7/1/12	Effective 5/10/13	Index 13/14	Effective 7/1/13
New Residential (per du)	\$ 34,324	\$ 34,610	\$ 26,440	2.8%	\$ 27,180
Existing Residential (per du)	10,320	10,406	7,950	2.8%	8,173
Office & Industrial (per acre)	4,499	4,536	3,470	2.8%	3,567
Retail (per acre)	92,768	93,545	71,470	2.8%	73,471
Hotel (per room)	7,653	7,718	5,900	2.8%	6,065

Land Sale Revenue

Jurisdiction	2013-14 to Post-FORA	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Post-FORA
<u>New Residential</u>									
Marina Heights	MAR	-							
Cypress Knolls	MAR	-							
Dunes on Monterey Bay	MAR	-							
UC 8th Street	UC/MCO	-							
East Garrison I	MCO	-							
Monterey Horse Park	MCO	-							
Monterey Horse Park	SEA	13,936,098				1,347,234	5,394,102		7,194,762
UC East Campus - SF	UC/MCO	-							
UC East Campus - MF	UC/MCO	-							
Seaside Highlands Homes	SEA	-							
Seaside Resort Housing	SEA	-							
Seaside Housing (Eastside)	SEA	-							
Seaside Affordable Housing Obligations	SEA	-							
Workforce Housing (Army to Build)	SEA	-							
Workforce Housing (Seaside)	SEA	-							
Del Rey Oaks	DRO	23,498,874	1,953,000	4,431,060	4,363,482				12,751,332
Other Residential	Various	-							
<u>Existing/Replacement Residential</u>									
Preston Park	MAR	56,900,558		56,900,558					
Cypress Knolls	MAR	-							
Abrams B	MAR	-							
Shelter Outreach Plus	OTR	-							
Sunbay (former Thorson Park)	SEA	-							
Stillwell Kidney - WFH (Army to Build)	Various	-							
<u>Office</u>									
Del Rey Oaks Office	DRO	2,685,265	594,000		630,175				1,461,090
Monterey City Office	MRY	-							
Monterey County Office	MCO	-							
Horse Park	MCO	642,204	288,000						354,204
Landfill Commercial Development	MCO	-							
East Garrison I Office Development	MCO	-							
MST Bus Maint & Bus Opns Facility	MCO	-							
Dunes on Monterey Bay	MAR	-							
Airport Economic Development Area	MAR	-							
Interim Inc. Rockrose Gardens	MAR	118,800	118,800						
LDS Church	MAR	-							
Seaside Office (Monterey Blues)	SEA	-							
Chartwell	SEA	-							
Monterey College of Law	SEA	-							
Monterey Peninsula Trade & Conf Cntr	SEA	3,526,382					1,711,089		1,815,294
UC East Campus	UC/MCO	-							
UC Central South Campus	UC/MAR	-							
UC Central North & West Campuses	UC/MAR	-							
<u>Industrial</u>									
Airport Economic Development Area	MAR	-							
Industrial -- City Corp. Yard	MAR	-							
Industrial -- City Corp. Yard	MRY	2,908,458		1,325,610					1,582,848
Industrial -- Public/Private	MRY	10,091,214	1,899,000	1,325,610	1,365,378				5,501,226
Monterey County Light Ind.	MCO	-							
Horse Park	MCO	1,570,771	522,000	185,400					863,371
Landfill Industrial Park	MCO	-							
Seaside Corp Yard Shop	SEA	-							
UC Central North & West Campuses	UC/MAR	-							
<u>Retail</u>									

Land Sale Revenue

	Jurisdiction	2013-14 to Post-FORA	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Post-FORA
Del Rey Oaks Retail	DRO	361,240	162,000							199,240
UC Central North & West Campuses	UC/MAR	-								
UC South Campus	UC/MAR	-								
UC East Campus	UC/MCO	-								
UC Eight Street	UC/MCO	-								
Monterey County Retail	MCO	-								
Landfill Commercial development	MCO	-								
East Garrison I Retail	MCO	-								
Ord Market	MCO	-								
Horse Park	MCO	7,913,647	828,000	852,840	878,425	1,081,800				4,272,582
Main Gate	SEA	11,670,875		139,050		5,054,955	70,907	229,536		6,176,427
South of Lightfighter Dr (swap)	SEA	-								
Dunes on Monterey Bay	MAR	-								
Hotel (rooms)										
Del Rey Oaks Hotel	DRO	2,420,266	243,000	611,820	248,251					1,317,195
Del Rey Oaks Timeshare	DRO	525,300	117,000	120,510						287,790
Horse Park (Parker Flat) Hotel	MCO	1,063,650	477,000							586,650
Dunes - Limited Service	MAR	-								
Dunes - Full Service	MAR	-								
Seaside Golf Course Hotel	SEA	-								
Seaside Golf Course Timeshares	SEA	-								
Main Gate Hotel	SEA	1,399,097					668,552			730,545
UC East Campus	UC/MCO	-								
UC Central North & West Campuses	UC/MAR	-								
Subtotal: Estimated Transactions		\$141,232,699	7,201,800	65,892,458	7,485,710	6,136,755	2,086,693	3,667,364	3,667,364	45,094,555
FORA Share - 50%		70,616,349	3,600,900	32,946,229	3,742,855	3,068,377	1,043,347	1,833,682	1,833,682	22,547,278
Estimated Caretaker/Property Mgt. Costs		(\$2,200,606)	(660,000)	(548,090)	(400,213)	(272,973)	(164,164)	(119,704)	(35,462)	-
Other obligations (Initiatives, Petitions, etc.)		(\$1,915,616)	(250,000)	(257,500)	(265,225)	(273,182)	(281,377)	(289,819)	(298,513)	-
Net FORA Land Sales Proceeds	454	66,500,127	2,690,900	32,140,639	3,077,417	2,522,222	597,806	1,424,159	1,499,707	22,547,278
Net Present Value (5.3% Discount Rate)	96	56,542,959	2,690,900	30,522,924	2,775,426	2,160,221	486,235	1,100,060	1,100,110	15,707,082
	200									
Note #1: FORA and local jurisdiction sr	100									
Note #2: Assumes per acre value of \$1	400									
	330									
Sources: Economic & Planning System:	170									

Appendix A

Protocol for Review/Reprogramming of FORA CIP (Revised June 21, 2013)

- 1.) Conduct quarterly meetings with the CIP Committee and joint committee meetings as needed with members from the FORA Administrative Committee. Staff representatives from the California Department of Transportation ("CALTRANS"), TAMC, AMBAG, and MST may be requested to participate and provide input to the joint committee.

These meetings will be the forum to review developments as they are being planned to assure accurate prioritization and timing of CIP projects to best serve the development as it is projected. FORA CIP projects will be constructed during the program, but market and budgetary realities require that projects must "queue" to current year priority status. The major criteria used to prioritize project placement are:

- Project is necessary to mitigate reuse plan
- Project environmental/design is complete
- Project can be completed prior to FORA's sunset
- Project uses FORA CIP funding as matching funds to leverage grant dollars
- Project can be coordinated with projects of other agencies (utilities, water, TAMC, PG&E, CALTRANS, MST, etc.)
- Project furthers inter-jurisdictional equity
- Project supports jurisdictional "flagship" project
- Project nexus to jurisdictional development programs

The joint committee will balance projected project costs against projected revenues as a primary goal of any recommended reprogramming/reprioritization effort.

- 2.) Provide a mid-year and/or yearly report to the Board (at mid-year budget and/or annual budget meetings) that will include any recommendations for CIP modifications from the joint committee and staff.
- 3.) Anticipate FORA Board annual approval of a CIP program that comprehensively accounts for all obligatory projects under the BRP.

These basewide project obligations include transportation/transit, water augmentation, storm drainage, habitat management, building removal and firefighting enhancement.

This protocol also describes the method by which the basewide development fee ("Fee") and Fort Ord Reuse Authority Community Facilities District Special Tax ("Tax") are annually indexed. The amount of the Fee is identical to the CFD Tax. Landowners pay either the Fee or the Tax, never both, depending on whether the land is within the Community Facilities District. For indexing purposes, FORA has always used the change in costs from January 1 to December 31. The reason for that choice is that the Fee and CFD Tax must be in place on July 1, and this provides the time necessary to prepare projections, vet, and publish the document. The second idea concerns measurement of construction costs. Construction costs may be measured by either the San Francisco Metropolitan index, or the "20-City Average." FORA has always used the 20-City Average index because it is generally more in line with the actual experience in suburban areas like the Monterey Peninsula. It should be noted that San Francisco is one of the cities used for the 20-City Average.

The Fee was established in February 1999 by Resolution 99-1. Section 1 of that Resolution states that "(FORA) shall levy a development fee in the amounts listed for each type of development in the... fee schedule until such time as ... the schedule is amended by (the) board." The CFD Tax was established in February 2002 by Resolution 02-1. Section IV of that CFD Resolution, beginning on page B-4,

describes "Maximum Special Tax Rates" and "Increase in the Maximum Special Tax Rates." That section requires the Tax to be established on the basis of costs during the "...immediately preceding Fiscal Year..." The Tax is adjusted annually on the basis of "...Construction Cost Index applicable to the area in which the District is located..."¹

The CFD resolution requires the adjusted Tax rate to become effective on July 1. It would be difficult to meet that deadline if the benchmark were set for a date later than January. FORA staff uses the adjusted Tax rate to reprogram the CIP. FORA staff requests development forecast projections from the land use jurisdictions in January. The forecasts allow staff to balance CIP revenues and expenditures, typically complete by April, for Administrative Committee review. The FORA Board typically adopts the CIP, and consequently updates the "Notice of Special Tax Lien" ("Notice") in June.

Additionally, the Notice calls for "... (2) percentage change since the immediately preceding fiscal year in the (ENRs CCI) applicable to the area in which the District is located..." To assure adequate time for staff analysis, public debate and FORA Board review of modifications to the Special Tax Levy, it is prudent to begin in January. In addition, the FORA Board adopted a formulaic approach to monitoring the developer fee program which is typically conducted in the spring – as will be the case in 2014. If the anticipated Fee adjustment is unknown at the time of the formulaic calculation then the level of certainty about the appropriateness of the Fee is impaired. This factor supports that the Fee should be established in January.

To determine the percentage change, the CCI (Construction Cost Index) of the immediately prior January is subtracted from the CCI in January of the current year to define the arithmetic value of the change (increase or decrease). This dollar amount is divided by the CCI of the immediately prior January. The result is then multiplied by 100 to derive a percentage of change (increase or decrease) during the intervening year. The product of that calculation is the rate presented to the FORA Board.

Since the start of the CIP program in FY 2001/02, FORA has employed the CCI for the "20-City Average" as presented in the ENR rather than the San Francisco average. The current 20-City Average places the CCI in the range of \$9K to \$10K while the San Francisco CCI is in the \$10K to \$11K range. The difference in the two relates to factors which tend to drive costs up in an urban environment as opposed to the suburban environment of Fort Ord. These factors would include items such as time required for transportation of materials and equipment plus the Minimum Wage Rates in San Francisco as compared to those in Monterey County. Over a short term (1 year) one index may yield a lower percentage increase than the other index for the same time period.

¹ The pertinent paragraph reads as follows:

"On each July 1, commencing July 1, 2002, the Maximum Special Tax Rates shown in Table 1 shall be increased by an amount equal to the lesser of (1) five percent (5%) or (2) the percentage change since the immediately preceding Fiscal Year in the Engineering News Record's (ENRs) Construction Cost Index (CCI) applicable to the area in which the District is located (or, if such index is no longer published, a substantially equivalent index selected by the CFD Administrator)."

APPENDIX B

Table A1: Residential Annual Land Use Construction (*dwellingunits*)

DRAFT				DRAFT							DRAFT
Land Use Type	Juris-diction	Existing 7/1/13	Existing to 2021-22 Total	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Del Rey Oaks											
Golf Villas	DRO		50		37	13					
Patio Homes	DRO		36		32	4					
Condos/Workforce	DRO		514		40	230	244				
Townhomes/Senior Casitas	DRO		91	-	21	40	30	-	-	-	-
Subtotal			691	-	130	287	274	-	-	-	-
Other Residential	Various	-	8	-	-	-	-	-	-	-	-
Subtotal		372	6,160	273	540	774	1,007	857	775	733	442
TOTAL NEW RESIDENTIAL			6,160								
<u>Existing/Replacement Residential</u>											
Preston Park	MAR	352	352								
Cypress Knolls	MAR		400				100	100	100	100	
Patton Park	MAR		-								
Abrams B	MAR	192	192								
MOCO Housing Authority	MAR	56	56								
Shelter Outreach Plus	MAR	39	39								
Veterans Transition Center	MAR	13	13								
Interim Inc	MAR	11	11								
Sunbay (former Thorson Park)	SEA	297	297								
Brostrom	SEA	225	225								
Seaside Highlands	Various	228	228	-	-	-	-	-	-	-	-
Subtotal		1,413	1,813	-	-	-	100	100	100	100	-
TOTAL EXISTING RESIDENTIAL			1,813								
Total		1,785	7,973	273	540	774	1,107	957	875	833	442

Sources: Interviews with local jurisdiction and UC planning staff; Ft. Ord Reuse Plan; MuniFinancial.

APPENDIX B

Table A2: Non-Residential Annual Land Use Construction (building square feet or hotel rooms)

Land Use Type	Jurisdiction	Existing 7/1/13	Existing to 2021-22 Total	DRAFT						DRAFT	
				2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
<u>Retail</u>											
Del Rey Oaks Retail	DRO		20,000		20,000						
Cypress Knolls Community Center	MAR		30,000		30,000						
UC Central North & West Campuses	UC/MAR		87,500			12,500	12,500	12,500	12,500	12,500	12,500
UC South Campus	UC/MAR		-								
UC East Campus	UC/MCO		52,000				26,000				26,000
UC Eight Street	UC/MCO		280,000			40,000	40,000	40,000	40,000	40,000	40,000
Monterey County Retail	MCO		-								
Landfill Commercial development	MCO		-				-				
East Garrison I Retail	MCO		40,000		-	-	20,000	20,000			
Ord Market	MCO		-								
Horse Park	MCO/SEA		420,000	-		100,000	100,000	100,000	120,000		
Main Gate Spa	SEA		24,000		-					24,000	
Main Gate Large Format Retail	SEA		87,500	-				87,500			
Main Gate In-Line Shops	SEA		291,000	-				291,000			
Main Gate Department Store Anchor	SEA		120,000	-				120,000			
Main Gate Restaurants	SEA		61,000	-				61,000			
Main Gate Hotel Restaurant	SEA		8,000		-				8,000		
Luxury Auto Mall	SEA		-								
Seaside Resort Golf Clubhouse	SEA		16,300			16,300					
Dunes on Monterey Bay	MAR	368,000	568,000	54,000	100,000	46,000					
TAMC TOD	MAR		75,000	-	-	37,500	37,500	-	-	-	-
Subtotal		368,000	2,180,300	54,000	150,000	252,300	236,000	732,000	180,500	76,500	78,500
<u>Hotel (rooms)</u>											
Del Rey Oaks Hotel	DRO		454		104	250	100				
Del Rey Oaks Timeshare	DRO		96		48	48					
Horse Park (Parker Flat) Hotel	MCO/SEA		200			200					
Marina Airport Hotel/Golf	MAR		-								
Dunes - Limited Service	MAR		100		100						
Dunes - Full Service	MAR		400			400					
Seaside Golf Course Hotel	SEA		330				330				
Seaside Golf Course Timeshares	SEA		170							120	50
Main Gate Hotel	SEA		250		-				250		
UC East Campus	UC/MCO		250								
UC Central North & West Campuses	UC/MAR		150								
Subtotal		-	2,400	-	252	898	430	-	250	120	50

APPENDIX B

Table A2: Non-Residential Annual Land Use Construction (building square feet or hotel rooms)

Land Use Type	Jurisdiction	Existing 7/1/13	Existing to 2021-22 Total	DRAFT						DRAFT	
				2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Office											
Del Rey Oaks Office	DRO		200,000		100,000		100,000				
Professional/Medical Office	MRY		433,030			72,172	72,172	126,302	54,128	54,128	54,128
Monterey County Office	MCO		-								
Horse Park	MCO/SEA		50,000			25,000	25,000				
Landfill Commercial Development	MCO		-								
Intergarrison Rd Office Park	MCO		-								
East Garrison I Office Development	MCO		35,000	6,000	12,000	12,000	5,000				
MST Bus Maint & Opns Facility	MCO		-								
Imjin Office Park	MAR	37,000	46,000	9,000		-					
Dunes on Monterey Bay	MAR	40,000	760,000	150,000		50,000	50,000		100,000	100,000	
Cypress Knolls Community Center	MAR		16,000				16,000				
Interim Inc. - Rockrose Gardens	MAR	-	14,000	14,000	-						
TAMC TOD (office/public facilities)	MAR		40,000			20,000	20,000				
Main Gate Conference	SEA		27,000						27,000		
Seaside Office (Monterey Blues)	SEA		-								
Chartwell School	SEA	1,800	1,800								
Monterey College of Law	SEA	13,100	13,100								
Fitch Middle School	SEA		-								
Marshall Elementary School	SEA		-								
International School (former Hayes Elem)	SEA		-								
Veterans' Cemetery	SEA/MCO		-								
Monterey Peninsula Trade & Conf Cntr	SEA		250,000							250,000	
Seaside Resort Golf Buildings	SEA		-								
UC Eight Street	UC/MCO		-	-	-	-	-	-	-	-	-
UC East Campus	UC/MCO		100,000					100,000			
UC Central North & West Campuses	UC/MAR		280,000	-	-	40,000	40,000	40,000	40,000	40,000	40,000
Subtotal		91,900	2,265,930	179,000	112,000	219,172	328,172	266,302	221,128	444,128	94,128
Industrial											
Airport Economic Development Area	454	250,000	486,000		29,500	29,500	29,500	29,500	29,500	29,500	29,500
Industrial -- City Corp. Yard	96	12,300	12,300								
TAMC TOD	200		35,000			17,500	17,500				
Dunes on Monterey Bay	100		-	-	-	-	-	-	-	-	-
Cypress Knolls Support Services	400		6,000				6,000				
Industrial	330		504,770			48,381	48,381	127,474	79,093	79,093	79,093
	170		-								
Monterey County Light Ind.	250		-								
Horse Park	250		135,000			50,000	50,000	35,000	-	-	-
Landfill Industrial Park	150		-						-	-	-
MST Bus Maint & Opns Facility	MCO		-			-	-	-	-	-	-
Seaside Corp Yard Shop	SEA		25,320			25,320					
UC Central North & West Campuses	UC/MAR	38,000	178,000	-	-	20,000	20,000	20,000	20,000	20,000	20,000
Subtotal		300,300	1,382,390	-	29,500	190,701	171,381	211,974	128,593	128,593	128,593

Appendix C

Building Removal Program to Date

FORA Pilot Deconstruction Project ("PDP") 1996

In 1996, FORA deconstructed five wooden buildings of different types, relocated three wooden buildings, and remodeled three buildings. The potential for job creation and economic recovery through opportunities in deconstruction, building reuse, and recycling was researched through this effort.

Lessons learned from the FORA PDP project:

- *A structure's type, size, previous use, end-use, owner, and location are important when determining the relevance of lead and asbestos regulations.*
- *Profiling the building stock by type aids in developing salvage and building removal projections.*
- *Specific market needs for reusable and recycled products drive the effectiveness of deconstruction.*
- *Knowing the history of buildings is important because:*
 - *Reusing materials is complicated by the presence of Lead Based Paint ("LBP"), which was originally thinned with leaded gasoline and resulted in the hazardous materials penetrating further into the substrate material.*
 - *Over time, each building develops a unique use, maintenance and repair history, which can complicate hazardous material abatement survey efforts.*
- *Additional field surveys were needed to augment existing U.S. Army environmental information. The PDP surveys found approximately 30 percent more Asbestos Containing Material ("ACM") than identified by the Army.*
- *Hazardous material abatement accounts for almost 50 percent of building deconstruction costs on the former Fort Ord.*
- *A robust systematic program is needed for evaluating unknown hazardous materials early in building reuse, recycling and cleanup planning.*

FORA Survey for Hidden Asbestos 1997

In 1997, FORA commissioned surveys of invasive asbestos on a random sample of buildings on Fort Ord to identify hidden ACM. Before closure, the U.S. Army performed asbestos surveys on all exposed surfaces in every building on Fort Ord for their operation and maintenance needs. The Army surveys were not invasive and therefore did not identify asbestos sources, which could be spread to the atmosphere during building deconstruction or renovation. In addition to commissioning the survey for hidden asbestos, FORA catalogued the ACM found during the removal of seventy Fort Ord buildings.

The survey for hidden asbestos showed:

- *The Army asbestos surveys were conducted on accessible surfaces only which is not acceptable to the Monterey Bay Unified Air Pollution Control District ("MBUAPCD").*
- *Approximately 30 percent more ACM lies hidden than was identified in the Army surveys.*
- *The number one cause for slow-downs and change orders during building deconstruction is hidden asbestos (see FORA website).*

- *A comprehensive asbestos-containing materials survey must identify all ACM.*
- *All ACM must be remediated before building deconstruction begins. It is important to note that this includes non-friable ACM that has a high probability of becoming or has become friable - crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of deconstruction.*
- *All ACM must be disposed of legally.*

FORA Hierarchy of Building Reuse 1998

In response to the PDP project, FORA developed a Hierarchy of Building Reuse ("HBR") protocol to determine the highest and best method to capture and save both the embodied energy and materials that exist in the buildings on Fort Ord. The HBR is a project-planning tool. It provides direction, helps contractors achieve higher levels of sustainability, and facilitates dialogue with developers in order to promote salvage and reuse of materials in new construction projects. The HBR protocol has only been used on WWII era wooden buildings. The HBR protocol prioritizes activities in the following order:

1. *Reuse of buildings in place*
2. *Relocation of buildings*
3. *Deconstruction and salvage of building materials*
4. *Deconstruction with aggressive recycling of building materials*

FORA Request for Qualifications ("RFQ") for Building Deconstruction Contractors 1998

FORA went through an RFQ process in an attempt to pre-qualify contractors throughout the U.S. to meet the Fort Ord communities' needs for wooden building deconstruction (removal), hazardous material abatement, salvage and recycling, and identifying cost savings. The RFQ also included a commitment for hiring trainees in deconstruction practices.

FORA Lead-Based Paint Remediation Demonstration Project 1999

FORA initiated the LBP Remediation Demonstration Program in 1999 to determine the extent of LBP contamination in Fort Ord buildings and soil, field test possible solutions, and document the findings. The first step in controlling LBP contamination is to accurately identify the amount and characteristics of the LBP. This ensures that LBP is properly addressed during removal and reuse activities, in ways that protect the public, environment, and workers.

The FORA Compound and Water City Roller Hockey Rink were used as living laboratories to test the application of LBP encapsulating products. Local painting contractors were trained to apply various encapsulating products and the ease, effectiveness and expected product life was evaluated. This information was shared with the jurisdictions, other base closure communities and the regulatory agencies so that they could use the lessons learned if reusing portions of their WWII building stock.

FORA Waste Characterization Protocol 2001

A Basewide Waste Characterization Protocol was developed for building debris generated during the deconstruction of approximately 1,200 WWII era wooden structures. By profiling standing buildings utilizing the protocol, contractors are able to make more informed waste management and diversion decisions resulting in savings, greater implementation of sustainable practices, and more environmentally sensitive solutions.

The following assumptions further assist decision-making for a large-scale source-based recovery program:

- *Individual buildings have been uniquely modified over time within each building type.*
- *The basewide characterization protocol was verified by comparing it with the actual waste generated during the 12th street building removal.*

FORA Building Removal for 12th Street/Imjin Parkway 2002

FORA, in 2002, remediated and removed 25 WWII era buildings as the preparatory work for the realignment of 12th Street, later to be called Imjin Parkway.

FORA Building Removal for 2nd Avenue Widening 2003

FORA, in 2003, remediated and removed 16 WWII era buildings and also the remains of a theater that had burned and been buried in place by the Army years before the base was scheduled for closure.

FORA/CSUMB oversight Private Material Recovery Facility Project 2004

In 2004, FORA worked with CSUMB to oversee a private-sector pilot Material Recovery Facility ("MRF"), with the goal of salvaging and reusing LBP covered wood from 14 WWII era buildings. FORA collaborated in the development of this project by sharing its research on building deconstruction and LBP abatement. CSUMB and their private-sector partner hoped to create value added products such as wood flooring that could be sold to offset deconstruction costs. Unfortunately the MRF operator and equipment proved to be unreliable and the LBP could not be fully removed from the wood or was cost prohibitive.

Dune WWII Building Removal 2005

FORA, in partnership with Marina and Marina Community Partners, removed 406 WWII era buildings. Ninety percent of the non-hazardous materials from these building were recycled. FORA volunteered to be the Hazardous Waste Generator instead of the City of Marina and worked with the California Department of Toxic Substance Control, the State Board of Equalization and the hazardous waste disposal facility so that as stipulated by state law, State Hazardous Waste Generator taxes could be avoided.

East Garrison Building Removal 2006 thru 2007

FORA, in 2006, provided the East Garrison developer with credits/funds to remove 31select WWII and after buildings from East Garrison.

Imjin Office Park Building Removal 2007

FORA, in partnership with Marina and Marina Community Partners, removed 13 WWII era buildings to prepare the Imjin Office Park site.

FORA Removal of Building 4470 in Seaside 2011

In 2011, FORA had a concrete building in Seaside removed. Building 4470 was one of the first Korean War era concrete buildings removed on the former Fort Ord. Removal revealed the presence of hidden asbestos materials. The knowledge gained during this project will be helpful in determining removal costs of remaining Korean War era concrete buildings in Seaside and on CSUMB.

FORA/CSUMB Korean War Concrete Building Removal Business Plan Grant Application 2011

In 2011, FORA approached the U.S. Office of Economic Adjustment ("OEA") about the possibility of applying for grant funds to assist in the removal of Korean War era concrete buildings located on CSUMB and Seaside property. The OEA was receptive to the idea and encouraged an application, noting that the amount available would likely be less than \$500,000. Since a large portion of the Korean War era concrete buildings are located on CSUMB property, FORA asked CSUMB to co-apply for the grant funds, which would be used to accurately identify hazardous materials in the buildings both on CSUMB and Seaside property, and to develop a Business Plan that would harness market forces to reduce building removal costs and drive economically sound building removal decisions. FORA and CSUMB have completed the grant application and submitted it to the OEA, who will consider it once federal funding becomes available.

Continuing FORA support for CSUMB Building Removal Projects

Over the years, FORA has shared knowledge gained through various deconstruction projects with CSUMB and others, and CSUMB has reciprocated by sharing their lessons learned. Over the years FORA has supported CSUMB with shared contacts, information, review and guidance as requested for the following CSUMB building removal efforts:

- 2003 removal of 22 campus buildings
- 2006 removal of 87 campus buildings
- 2007 removal of 9 campus buildings
- 2009 removal of 8 campus buildings
- 2010 removal of 33 campus buildings
- 2011 removal of 78 campus buildings
- 2013 removal of 24 campus buildings



Fort Ord Reuse Authority

920 2nd Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 • Fax: (831) 883-3675 • www.fora.org

APPENDIX D

Materials for Item 7(d)(ii)
Admin. Comm. Meeting, 7/18/12

MEMORANDUM

Date: July 18, 2012

To: Fort Ord Reuse Authority ("FORA") Administrative Committee

CC: Michael A. Houlemard, Jr., Executive Officer
Steve Endsley, Assistant Executive Officer

From: Jonathan Garcia, Senior Planner

Re: **Caretaker Costs, item 7(d)(ii)**

The purpose of this memo is to provide background information on Caretaker/Property Management Costs on former Fort Ord. Over the last few months, Caretaker Costs have been discussed in conjunction with the FORA Capital Improvement Program ("CIP") Review - Phase II study/formulaic approach. It was suggested that FORA staff provide additional background on Caretaker costs for future discussion. In preparation of this memo, FORA staff reviewed background material on caretaker costs from the late 1990's to present.

Caretaker status has been defined by U.S. Army regulation as "the minimum required staffing to maintain an installation in a state of repair that maintains safety, security, and health standards." This Army term may have generated the context of FORA's analysis of Caretaker costs in the late 1990's. Caretaker costs were first described in the FORA CIP in FY 2001/2002 as a \$14 million dollar cost with footnote reading: "Costs associated with potential delays in redevelopment and represent interim capital costs associated with property maintenance prior to transfer for development (as per Keyser-Marston truthing of caretaker and other costs)."

FORA has maintained Caretaker costs in its annual CIPs since the initial FY 2001/2002 CIP. Within the last five years, FORA and County of Monterey Office of Housing and Redevelopment staff discussed property management costs associated with the County's habitat property described in the draft Fort Ord Habitat Conservation Plan ("HCP"). FORA and its HCP consultant note that trails planning/maintenance costs for public access on these properties are costs that the U.S. Fish and Wildlife Service/California Department of Fish and Game do not allow to be funded by the HCP, but should be funded by other jurisdictional resources.

During FORA's CIP review - Phase I Study, concluded in May 2011, FORA's Financial Consultant recommended that Caretaker/Property Management costs be removed from FORA's CIP Contingencies since no costs had been defined. FORA jurisdictions requested that Caretaker costs be added back in order to cover basewide property management costs, should they be demonstrated.

FORA expended \$20,000 in the previous fiscal year toward Monterey County's Fort Ord Recreational Habitat Area ("FORHA") Master Plan preparation process, in which the County has undertaken planning for a proposed trail system. This line item is wholly dependent on whether sufficient revenue is received during the fiscal year. In its current CIP, FORA maintains a \$12.2 million dollar line item for



Fort Ord Reuse Authority

920 2nd Avenue, Suite A, Marina, CA 93933
 Phone: (831) 883-3672 • Fax: (831) 883-3675 • www.fora.org

caretaker costs. FORA Assessment District Counsel opined that FORA Community Facilities District Special Tax payments cannot fund caretaker costs. For this reason, funding for Caretaker costs would have to come from FORA's 50% share of lease and land sales proceeds on former Fort Ord, any reimbursements to those fund balances, or other designated resources should they materialize.

From approximately 2000 to 2004, the U.S. Army entered into Cooperative/Caretaker Agreements with the City of Marina, the City of Seaside, and the County of Monterey. Below are two tables summarizing the agreement periods, amounts of funding involved, and an example of tasks included in these agreements. It is noted that these tables are not a comprehensive summary of the Army's caretaker agreements with the jurisdictions, but provide additional information on the subject.

Cooperative/Caretaker Agreements between the U.S. Army and former Fort Ord Jurisdictions

Summary of Caretaker Agreement Periods	Marina Funding	Seaside Funding	County Funding
July 2000 – June 2001		\$647,512	
July 2002 – December 2002	\$50,694		
July 2002 – June 2003		\$52,736	\$49,500
July 2002 – June 2003	\$49,902	\$57,808	\$156,672
October 2003- June 2004	\$7,875	\$37,773	\$74,754
Totals	\$324,308	\$364,154	\$496,763

Description of tasks in Marina Caretaker Agreement for Period July – December 2002

Task #	Description	Budget
1	Tree Trimming	\$6,240
2	Mowing	\$10,000
3	Pavement Patching	\$3,425
4	Centerline/Stenciling	\$5,560
5	Barricades	\$3,100
6	Traffic Signs	\$2,080
7	Catch Basin/Storm Drain Maint.	\$1,600
8	Vacant Buildings	\$7,025
9	Vegetation Control/Spraying	\$2,055
13	Paving/Slurry Seal	\$5,000
14	Administration (10% of total)	\$4,608.50
	Totals	\$50,693.50