



Fort Ord Reuse Authority

100 12th Street, Building 2880, Marina, CA 93933
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BOARD OF DIRECTORS MEETING

Friday, May 13, 2011

3:00 p.m. Carpenters Union Hall
910 2nd Ave, Marina (on the former Fort Ord)

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ACKNOWLEDGEMENTS

4. LEGISLATIVE SESSION

PRESENTATIONS

- Congressman Sam Farr (17th Congressional District)
- Senator Sam Blakeslee (15th State Senate District)
- Assemblymember Bill Monning (27th State Assembly District)

5. ANNOUNCEMENTS AND CORRESPONDENCE

6. **PUBLIC COMMENT PERIOD:** Members of the audience wishing to address the Fort Ord Reuse Authority ("FORA") Board 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 a maximum of three minutes. Public comments on specific agenda items will be heard at the time the matter is under Board consideration.

7. CONSENT AGENDA

ACTION

- a. April 8, 2011 FORA Board meeting minutes

8. OLD BUSINESS

- a. Board packet distribution – presentation
- b. Environmental Services Cooperative Agreement ("ESCA") – update
- c. FORA/Agency Reimbursement Agreements, ESCA property work – report
- d. Capital Improvement Program Review
 - i. Adopt resolution to implement fee adjustment
 - ii. Review and adopt policy changes necessary to implement the fee adjustment
 - iii. Authorize Executive officer to enter into contract for Phase II
 - iv. Draft Capital Improvement Program FY 11-12
- e. Office of Economic Adjustment grant - presentation
- f. Habitat Conservation Plan – status report
- g. General Jim Moore Boulevard Phase V and Eucalyptus Road Phase II – update

INFORMATION

INFORMATION

ACTION

INFORMATION/ACTION

ACTION

ACTION

INFORMATION

9. NEW BUSINESS

- a. FORA FY 11-12 Preliminary Budget (Action in June)
- b. Land Use Covenants – FY 09-10 Report

INFORMATION

INFORMATION

10. EXECUTIVE OFFICER'S REPORT

- a. Outstanding Receivables
- b. Administrative Committee – report
- c. Finance Committee - report
- d. Travel Report
- e. Legislative Committee – report

INFORMATION/ACTION

INFORMATION

INFORMATION

INFORMATION/ACTION

INFORMATION/ACTION

11. ITEMS FROM MEMBERS

INFORMATION

12. CLOSED SESSION

- a. Real Property Negotiations: Preston Park sale
- b. Potential litigation – Neeson Road Development

13. REPORT OUT OF CLOSED SESSION

14. ADJOURNMENT

FORT ORD REUSE AUTHORITY

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Marina, CA 93933
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**MINUTES OF THE
FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS' MEETING**

Carpenters Union Hall
April 8, 2011

DRAFT

1. CALL TO ORDER

With a quorum present Chair Potter called the April 8, 2011 Board of Directors meeting to order at 3:31 p.m.

Voting members present:

Chair/Supervisor Potter (County of Monterey)
1st Vice Chair/Mayor Edelen (City of Del Rey Oaks)
Mayor Pendergrass (City of Sand City)
Mayor ProTem Kampe (City of Pacific Grove)
Councilmember Oglesby (City of Seaside)
Mayor Della Sala (City of Monterey)

2nd Vice Chair/Mayor Pro-Tem O'Connell
(City of Marina)
Councilmember Brown (City of Marina)
Mayor McCloud (City of Carmel-by-the-Sea)
Supervisor Parker (County of Monterey)
Jim Cook (County of Monterey)
Mayor Bachofner (City of Seaside)

Absent: Councilmember Barrera (City of Salinas). Arriving after the roll call was Councilmember Selfridge (City of Monterey).

Ex-Officio members present:

Dr. Margon (University of California Santa Cruz ("UCSC")), Kevin Saunders (California State University Monterey Bay ("CSUMB")), Dr. Garrison (Monterey Peninsula College ("MPC")), Dan Albert, Jr., (Monterey Peninsula Unified School District), Gail Youngblood (Base Realignment and Closure ("BRAC")), Debbie Hale (Transportation Agency of Monterey County ("TAMC")), Bill Lee (Marina Coast Water District ("MCWD")), David Meyerson (15th State Senate District), and Nicole Charles (27th State Assembly District).

Absent: Colonel Brewer (United States Army). Arriving after the roll call were: Alec Arago (17th Congressional District) and Hunter Harvath (Monterey Salinas Transit ("MST")).

2. PLEDGE OF ALLEGIANCE - Chair Potter led the Pledge of Allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, CORRESPONDENCE – Chair Potter acknowledged the return from medical leave, Assistant Executive Officer Jim Feeney. Executive Officer Michael Houlemard reminded members that the May 13 Board meeting would begin one half an hour earlier at 3:00 p.m. for the Legislative Session. He also reported on the impacts of a potential Federal shutdown and the effect it may have on FORA. Mr. Houlemard stated that FORA received a letter from Mike Weaver, Chair - The Highway 68 Coalition, dated April 8, 2011, a letter from Anthony Altfeld, City Manager - City of Marina dated April 4, 2011, and an e-mail correspondence from Richard Rosenthal, Save Our Peninsula Committee dated April 5, 2011.

4. PUBLIC COMMENT - none

5. CONSENT AGENDA - Mayor McCloud asked about the move-in date to the new Imjin Office Park and Mr. Houlemard confirmed a July 1, 2011 date. **Motion to approve the items 5a. (March 11, 2011 minutes) and 5b. (Imjin Office Park furniture) on the Consent Agenda, was made by Mayor Pro-Tem Kampe, seconded by Mayor McCloud, and carried with one abstention from Mayor Della Sala.**
Item 5c was trailed.

6. OLD BUSINESS - Item 6a. - Mr. Houlemard requested the Board authorize additional expenses for the Capital Improvement Program ("CIP") Economic and Planning Systems contract amendment #2, not to exceed \$10,000.00. **Motion to approve was made by Mayor Edelen seconded by Mayor McCloud and carried.**

Item 6b. i. - Receive a presentation from Transportation Agency of Monterey County.

Executive Officer Houlemard introduced Transportation Agency for Monterey County ("TAMC") Executive Director Debbie Hale who asked Project Delivery Manager/Principal Planner Todd Muck to give a presentation outlining the contingencies and impacts of the Economic Planning & Systems ("EPS") Option #2 and Option #2c. Mr. Muck provided a comprehensive and detailed presentation highlighting the revenue delays by year, revision to the project schedules, assumptions used, impacts of the fee reduction, and delayed projects. Questions regarding the presentation were posed by members and a discussion followed. (A copy of the presentation is Attachment "A" to these minutes.)

Mayor Pro-Tem O'Connell asked if there were any changes in scope of projects or if it was just the timing that changed? Mr. Muck responded that it was just the timing that changed with the exception of the Monterey Branchline Scope.

Supervisor Calcagno asked if there was an escalation clause to the FORA fee? Executive Officer Houlemard responded that the FORA fee was indexed each year by the annual increase in the Engineering News Record's Construction Cost Index.

Mayor Pro-Tem Kampe asked if there is no development that occurs, are the projections true? Mr. Muck responded that, without development, the projections are simply forecasts based development expectations from FORA jurisdictions. He also asked if the jurisdictions forecasts take into account what those forecasts would be for the higher fee versus a lower fee? Mr. Muck responded that this was not part of his work.

Mayor Sue McCloud asked how Mr. Muck would see FORA's CIP obligations transitioning in 2014? Mr. Muck responded that this question would have to be addressed during the Phase II CIP review study, and that he didn't have an answer at this time. Ms. Hale responded that it is clear that none of these options work without continued fees which were questionable if FORA is not extended.

Supervisor Parker asked, if development is delayed, would it cause delays to infrastructure? Executive Officer Houlemard responded affirmatively, noting that the Board decided to implement a "pay as you go" policy when they adopted the fees. As development occurs, the fees to implement CIP projects will be collected, which is concurrent with the impact.

Chair Potter opened public comment. Nick Weaver questioned how Eastside Parkway could be positioned for design and construction in the near-term. There were no other public comments.

Item 6b. ii. - Receive information from consultant Economic & Planning Systems ("EPS").

David Zehnder, Managing Principal at EPS, summarized previous options and new options to be explored relating to comments. Mr. Zehnder discussed the questions previously posed by the Board and introduced a new alternative proposed by UCSC, Option 2C for the Board's consideration. He said that Option 1 was the initial recommendation which took the CIP down 21.5% resulted in a rate of \$36,300 per single family residential unit. A further reduction was explored in February, Option 2, which reduced the contingency further and eliminated the HCP contingency (\$17.5M) and the FORA loan repayment line item (\$12.2M repayment to FORA on land sale revenue) to a fee of \$29,600. Option 2B – reinstated the FORA loan repayment which is more conservative and brings the rate up to \$31,200. Option 2C was the University of California Santa Cruz proposal, from March 30th, building on Option 2B (adding back in the \$17.5M HCP contingency item) bringing the single family residential rate up to \$33,700. Option 3 could initiate economic development lower than the \$29,600 however there would be more risks associated with such a decision. In addition, Mr. Zehnder distributed a document termed "Table 1 – DRAFT" regarding potential CFD Special Tax Revenue Adjustment – Various Options. (A copy of the presentation is Attachment "B" and Table - Attachment "C" to these minutes.)

Chair Potter thanked Mr. Zehnder for a thorough presentation and asked the Directors for questions.

Mayor Pro-Tem O'Connell asked Mr. Zehnder about the \$29,600 fee and if it provides \$35M for the HCP, and will it be studied in the 3rd contract amendment. Mr. Zehnder responded that the \$35M HCP endowment is included in the \$29,600 fee. However, the increased \$17.5 endowment cost is the difference between a 4.5% and 3% payout rate. He said under the Phase II scope (the suggested 3rd contract amendment), this issue would be researched and reported back to the Board. He further stated that ongoing negotiations with regulators would be necessary regarding an appropriate payout rate. He said that the 3rd contract amendment involves working with FORA staff, brainstorming, evaluating the options, preparing for Board discussions, phone conferences, meeting time, PowerPoint presentations, and memos. FORA Director of Planning and Finance, Steve Endsley stated that the Phase II scope included in the packet was an outline of Phase II activities that could be either performed by staff or consultants. The endowment research question was included so that there would be an idea of what it would cost to research and the Board could give direction. Mayor Pro-Tem O'Connell posed a question about the \$12.2M being reinstated under Option 2C and how those funds could be used. Mr. Houlemard commented, stating that the funds were land sales or tax increment revenues used for CFD mitigation obligations. He said these funds were carried as a loan in FORA's CIP, which was anticipated to be repaid and used for building removal, habitat conservation uses, or other obligations at the Board's discretion.

Supervisor Parker asked about the 4.5 – 3% pay out rate, return on investment possibilities commenting that some of the regulatory agencies were talking about figures of 1.2% and asked if a calculation had been conducted. Mr. Zehnder said 3% is a solid formula and the probability of operating at less than that would be low. Mr. Endsley stated that the California Department of Fish and Game ("CDFG") recently certified National Fish and Wildlife Foundation at the 3% number, which is why it was used. Current University of California Santa Cruz return on investment is higher level than 3% and FORA is hoping for the same.

Mayor Della Sala asked about the discrepancy between Option 2C \$33,200 and the Table provided \$33,700. Mr. Zehnder stated that in earlier discussions a \$17M was used as a "round number" vs. the actual \$17.5M. He said \$33,700 is the official number.

Mayor McCloud asked if the staff report was written prior to Option 2C and Option 3, and wanted to know staff's position. She further stated that a \$400,000 home is not affordable housing and asked for clarification on the 100-unit development hypothetical of below market rate housing and how the reductions in fees impacted those projects. Mr. Houlemard said that the Board would like to hear Options 2C and 3, which Mr. Zehnder provided and commented on the below market rate housing, stating that a cost burden analysis had been conducted and certain assumptions were made regarding below market rate housing and tax rates for the value of the unit. Mayor McCloud was concerned that the cost number per unit could jeopardize affordable housing. The cost burden for affordable housing could be 50% of the value. She further questioned the profit margin. Mr. Zehnder said that, for most projects, the affordable housing partner is a non-profit that produces affordable units to meet the developers' 20% state and local affordable housing requirements. Currently, only affordable units in addition to the 20% state and local affordable housing requirements are eligible for FORA's Tier 1, 2, and 3 incentives.

Chair Potter then opened the floor for public comment.

Chris Austin from the Development Planning & Financing Group (DPFG) stated that the \$29,600 fee supports the Administrative Committee and EPS recommendations and stated the additional numbers are speculative. Nick Weaver questioned whether the idea to lower the fee would promote development. Matt Huerta (representing South County Housing) said that he has been working with the housing developer (Marina Community Partners) since 2007 and has been successful in obtaining state funding for their affordable housing project within the Dunes on Monterey Bay project area. He said he is pleased to see progress being made and that their 108-unit affordable housing project may be in a position to proceed if a fee reduction is adopted.

Crisand Giles of the Northern California Building Industry Association commented about the slides shown for the Habitat Conservation Plan ("HCP"), and said that the \$35M is the best number to date however it does not include a detailed financial analysis and the discussion seems premature without that information. She asked if that would be better answered in Phase II and the FORA extension. Mr. Zehnder said that the payout of 3% does have some merit and the components of the \$35M would have to be answered by FORA staff. Chair Potter asked if there were any others wishing to speak and asked for Board comment. There being none, Chair Potter moved to the next item on the agenda.

Crisand Giles asked how large the endowment needed to be? Chair Potter stated that this was the public comment period and there was no debate.

Item 6b. iii. - Receive information on potential benefits of stimulating development through a fee reduction.

Chair Potter asked Crisand Giles to present the benefits of housing development in California. Crisand Giles described the general benefits, ongoing annual fiscal benefit, and jobs benefits produced by residential development projects.

Amy White of Land Watch asked "what does it cost the community to mitigate habitat?" She said she was not clear as to the cost to fund the HCP and not knowing EIR costs are problematic. Land Watch is concerned about the reduction in HCP fees and the project delays that could be created and what does that mean to projects using these transportation projects as mitigations. She said she would like the Board to consider these concerns and stated it is easy to reduce fees however it is harder to bring them back up. Ms. White then submitted a letter to the Deputy Clerk.

Henrietta Stern addressed the Board and stated she is a member of the Fort Ord Recreational Trail Friends, (FORT Friends). She commended about the benefits to new home owners and all residents in the area is the integrated Fort Ord Trails network. Ms. Stern informed the members about the County initiating an effort called the Fort Ord Recreation Habitat Area ("FORHA"). She said that she is concerned about the effects of reducing the fee and having adequate funding to manage the property which is roughly 1500 acres adjacent to those areas which is a benefit to homeowners to enjoy. She said that the management activities include

things like trail maintenance, parking access, signage, garbage cans, and restrooms. Ms. Stern urged the Board to choose an option that would help to preserve a sustainable community and presented a letter to the Deputy Clerk.

Don Wolfer Vice President of Shea Homes spoke in support of the lowering the fee as much as possible. In the few communities where his company is still building homes, everyone involved has had to sharpen their pencils to make the projects work.

Mark Kausing speaking for Centex Homes, a member of Marina Community Partners and a home builder, supported the fee reduction.

Scott Hilk stated that he appreciated staff and Board time and the work EPS has completed. He appreciates the consistency of the FORA "pay as you go" plan. He said that the fees need to be adequate but low enough for developers to move forward or there are no funds for the HCP and transportation.

Chair Potter – Closed public comment and asked the Board to pick an option.

Mayor Bachofner asked if he was correct in his understanding: It sounded like Ms. Giles said that 1-house creates 2.1 jobs? Ms. Giles responded that the 2.1 jobs figure comes from the California Department of Housing and Community Development (HCD).

Graham Bice, Manager of the UC MBEST Center commented regarding his concern with the \$29,600 figure saying that there were too many elements which are unfunded such as the HCP endowment and property management costs. He said that Option 2 assumes that CDFG will agree to a funding arrangement that will pay 4.5%, but that it is not allowed by its current endowment program, as is described on their website. He said that a payout rate of only 3% is available to FORA with the HCP as written and FORA committees have discussed revising the HCP to achieve more flexibility with endowment management, but he said that this would result in further costs and delays. He said that now is not the time to eliminate the \$17.5 million line item necessary to fully fund the habitat endowments. Otherwise, FORA will have to find an alternate way to fund these obligations. Mr. Bice proposed the Board adopt Option 2C, and return \$17.5M line item to the program which provides assurance that development will not be compromised.

Dan Albert read a letter from Monterey Peninsula Unified School District (MPUSD) stating that the City of Marina presented to the district their support in lowering the fees, which would spur development, provide increases in enrollment and taxes which benefits the community. MPUSD supports Option 2.

Chair Potter asked the Board to frame the actions around motions.

Dr. Margon stated he was concerned with the risk. Option 2C includes the HCP contingency, However, under Option 2, the \$17.5 M HCP contingency is not covered, which is gambling with the future since the 3% payout rate is the only payout rate currently approved by CDFG. Option 2C would only affect the sales price of a home by less than 1%. The Board and developers are unified in lowering the fee, which is a fiduciary responsibility. However, option 2C fully funds the HCP. He said that it is easier to lower the fee, if needed, in the future. Option 2C is the only prudent fiscal move the Board can make.

Mayor McCloud made a motion to support a fee reduction described as Option 2C noting that she felt this is the only option that would satisfy Department of Fish and Game requirements and seizes the opportunity to promote development. Mayor Pro-Tem Kampe seconded.

Mayor Pro-Tem O'Connell argued that lowering the fee gets development going and would be comfortable lowering the fee to \$29,600 and raising it after Phase II if necessary.

Dr. Margon stated that he would not support any fee number that does not include funding for the \$17.5 M HCP contingency.

Supervisor Parker stated she supports the desire to "right size" the fee, and suggested leaving it at \$46,000 or Option 1. Either of these options is the more prudent way to go; however, she would advocate for and consider Option 2C.

Mayor Edelen said that lowering the fee to \$29,600 wouldn't entail going to the community for an election. He asked how long would it take to increase the fee if needed in the future. Mr. Houlemard said that the process would likely take a year.

Councilmember Oglesby said that the decision needs to be in alignment with the Department of Fish and Game and it will be hard to "get back in." He said he supports Option 2C and reduce it later if needed. He further stated that he felt the Board needed to move "cautiously" as there could be a "false" economy. He said that there is a 9 – 12 month inventory now – 6 months is healthy and there may not be a demand for housing.

Mayor Bachofner stated that he had been on the other side in past, supporting fee reductions. However, he would support Supervisor Parker's statements, preferring Options 1 and 2C.

Chair Potter said that one common theme he heard through this discussion is that it would be difficult to raise the fees once they were lowered. He said that Option 2C does help fund the Highway 156 project, which is a much needed improvement for the people who live here. Chair Potter stated that the pending discussion is the future of FORA. He said that FORA should be extended to 2020 in order to complete projects and forming another level of government to take the place of FORA would not be productive.

Item 6b. iv. - Direct staff to prepare documents and/or policy revisions necessary to approve a fee reduction.
Chair Potter asked for a roll call vote of the motion to support Option 2C.

Ayes: Director McCloud, Director Edelen, Director O'Connell, Director Brown, Director Della Sala, Director Potter, Director Calcagno, Director Parker, Director Kampe, Director Pendergrass, Director Bachofner, Director Oglesby.

Noes: -0-

Abstentions: -0-

Item 6b. v. Direct Staff to prepare an agreement amendment to implement Phase II analysis.

Mr. Houlemard stated that, in order to maintain continuity between Phase I and Phase II, he requested approval to work with Authority Counsel in extending the existing contract with EPS without having to go through the bid process.

Chair Potter asked for a motion to proceed past 5:30 p.m. **The motion was made by Mayor McCloud, seconded by Councilmember Oglesby and carried unanimously.**

Chair Potter asked if there was a motion to direct staff to work with EPS on scoping a third contract amendment for the Phase II study to bring back to the Board at its May meeting. Supervisor Parker noted her concern that the consultant was more of an advocate than a professional advisor during the Phase I CIP review process. She asked that staff work with the consultant to ensure that this line is not crossed during the Phase II CIP review process. **The motion was made by Mayor Pro Tem Kampe and seconded by Mayor Edelen. The motion carried unanimously.**

Item 6c. - Preston Park Management Agreement Modifications. Senior Planner Jonathan Garcia discussed the Preston Park management agreement modifications stating that amendment #1 saved costs to allow a bi-annual audit in place of an annual audit, amendment #2 extended the contract termination date by one year, and amendment #3 clarified language on when Alliance's 6% construction management fee would apply, modified the grievance procedure, and made other minor changes. **Motion to approve was made by Mayor McCloud and seconded by Supervisor Parker and carried.**

Item 5c – Authorize extension of the Top Grade Construction, Inc., Mr. Houlemard discussed amending the contract limits and said the Board had previously taken action to approve recommendations by the EDA to use a portion of the ARRA (American Recovery and Reinvestment Act) funds for the General Jim Moore Boulevard project. He said these were change orders to amend the contract for project completion of Phase II. **Motion was made by Supervisor Parker, (with a comment that the information would have been helpful to see in the board report), seconded by Mayor Edelen and carried.**

7. NEW BUSINESS – Item 7a – Electronic Distribution of Board Packets. Mr. Houlemard said that there were members of the Board who requested electronic distribution of the board packets. He said that staff would implement a 60 day trial period. He introduced Controller Ivana Bednarik who discussed the Electronic Distribution of Board Packets. Ms. Bednarik stated that reports would be available Friday, one week prior on the FORA website and staff would notify Board with a link included in the text of an email. She said that for the May Board meeting, both an electronic and paper version will be available. Ms. Bednarik said that a demonstration would be made at the next Board meeting. **Motion to approve staff's recommendation was made by Mayor Edelen seconded by Councilmember Oglesby and carried.**

8. EXECUTIVE OFFICER'S REPORT – Executive Officer Houlemard stated that all of the items in the Executive Officer's Report Item 8a. - Outstanding Receivables, Item 8b.- Administrative Committee report, Item 8c.- Travel Report, and Item 8d.- Habitat Conservation Plan stood as information items; however, he highlighted the following: Agreements have been made with the Cities of Del Rey Oaks and Seaside. Regarding unpaid fees, Marina staff was requesting direction to collect the FORA development fee for Neeson Road \$3,996.00. **Motion was made by Mayor Pro-Tem Kampe, seconded by Supervisor Parker and carried.**

9. ITEMS FROM MEMBERS – none

10. REPORT OUT OF CLOSED SESSION – The Board conferred with negotiators and heard from legal counsel. The Board directed staff to send a letter to the City of Marina acknowledging mediation of the Preston Park sale issue and agreed to meet and confer on April 15, 2011, at 4:30 p.m.

11. ADJOURNMENT – Chair Potter adjourned the meeting at 6:07 p.m.

Minutes prepared by Daylene Alliman, Deputy Clerk

Approved by _____

Michael A. Houlemard, Jr., Executive Officer/Clerk

FORT ORD REUSE AUTHORITY BOARD REPORT

OLD BUSINESS

Subject: Board packet distribution – presentation

Meeting Date: May 13, 2011

Agenda Number: 8a

INFORMATION

RECOMMENDATION:

Receive staff's presentation demonstrating the electronic distribution of Fort Ord Reuse Authority ("FORA") Board meeting packets.

BACKGROUND/DISCUSSION:

In April, the FORA Board approved staff's recommendation to implement electronic distribution of the Board packets by the end of the fiscal year.

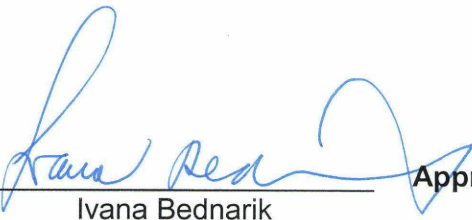
FISCAL IMPACT:

Staff time for this item is included in the approved FY 10-11 budget.

COORDINATION:

Executive Committee

Prepared by


Ivana Bednarik

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT**OLD BUSINESS**

Subject: Environmental Services Cooperative Agreement ("ESCA") - update

Meeting Date: May 13, 2011

Agenda Number: 8b

INFORMATION**RECOMMENDATION:**

Receive a Fort Ord Reuse Authority ("FORA") Environmental Services Cooperative Agreement ("ESCA") Remediation Program ("RP") status report.

BACKGROUND:

In spring 2005, the U.S. Army ("Army") and FORA entered negotiations to execute an Army-funded Environmental Services Cooperative Agreement ("ESCA") defining the Munitions and Explosives of Concern ("MEC") remediation of 3,340 former Fort Ord acres. In early 2007, the Army awarded FORA approximately \$98 million to perform MEC cleanup and subsequently, upon concurrence of the California Governor at that time, transferred the impacted property to FORA. FORA also entered into an Administrative Order on Consent ("AOC") with the U.S. Environmental Protection Agency ("EPA") and California Department of Toxic Substance Control ("DTSC"), defining conditions under which FORA undertakes the Army remediation responsibility for ESCA parcels.

In order to complete the AOC defined work, FORA entered into a Remediation Services Agreement ("RSA") with LFR Inc. (now "ARCADIS") to provide MEC remediation services and executed a Cost-Cap insurance policy for this remediation work through American International Insurance Group ("AIG"). ARCADIS and AIG were selected to perform these contractual obligations through a competitive process.

On December 17, 2008 FORA received the fourth and final ESCA grant payment of approximately \$28 million. Per the AOC, the majority of these funds have been transferred to AIG for payment to ARCADIS under the terms of insurance policies and related agreements. FORA administrative costs and oversight, including third-party quality assurance work, are also funded by the ESCA grant.

The ESCA RP has been underway for approximately 4 years. Current ESCA RP field work is focused in Parker Flats and future East Garrison areas of the former Fort Ord.

DISCUSSION:

ESCA field crews are conducting investigations for MEC areas east and west of Barloy Canyon Road south of East Garrison. ESCA field crews are also periodically working in the area north of Eucalyptus Road and west of Parker Flats Cut-Off. Work area notices are posted at trail heads during working hours. Work area maps have been electronically distributed to local bicycle shops; members of the Fort Ord Users Group ("Users Group"); Fort Ord Recreational Trails Friends ("FORT Friends"); regional emergency services providers; and, posted on the FORA and dedicated ESCA RP websites, Facebook and Twitter. The ESCA RP team continues to work with the Monterey County Illegal Dumping Task Force to curtail illegal dumping on ESCA properties.

The Users Group consists of local hikers, cyclists, runners, equestrians, botanists and other recreational users who have volunteered their time to understand the remediation of ESCA properties. Users Group members are voluntary Fort Ord back country stewards, offering their expertise to the ESCA RP in oversight of the ESCA and adjoining properties. Users Group assistance contributes to reducing illegal dumping activities on Fort Ord and is an integral part of the first alert system for illegal activities that feeds through FORA to the Jurisdiction's emergency service providers. Their assistance has increased Fort Ord back country safety and effective oversight by FORA, the ESCA RP team and the jurisdictions.

The Emergency Services Coordination Working Group consists of representatives from the jurisdictions' emergency service providers. Their guidance on access, signage and coordination of fire prevention and law enforcement efforts has resulted in the management of FORA and the jurisdiction's liability on ESCA property. Emergency Services Coordination meetings also provide vital coordination between regional law enforcement, fire-fighting and the ESCA field safety programs.

Since work began in early 2007, FORA and the ESCA RP team have coordinated with Regulators, the Army and the jurisdictions on the necessary documentation, public outreach and site preparation to support ESCA MEC field work.

The ESCA RP activities from January to March 2011 are detailed in **Attachment A, the ESCA Quarterly Grant Report**.

Noteworthy items from this report are:

- ESCA RP team performed approximately 110 Technical and 105 Community Outreach tasks from January to March 2011;
- Bi-monthly Fort Ord Users Working Group meetings and monthly Emergency Services Coordination meetings;
- Continued coordination with Army Community Involvement Workshops, Technical Review Committee meetings and Fort Ord Environmental Cleanup Open House/Bus Tours;
- Continued participation in Veteran Cemetery Planning efforts;
- ESCA RP Informal Community Workshop (30 community members attended);
- ESCA property tours for officials, jurisdiction representatives and community groups; and
- Active involvement in community events such as the 2011 Sea Otter Classic and California State University Monterey Bay (CSUMB) Earth Day Celebration.

FISCAL IMPACT:

Reviewed by FORA Controller 

ESCA work is covered by the grant award from the U.S. Army and included in the approved operating budget.

COORDINATION:

Administrative Committee; Executive Committee; Special and Authority Counsel; ARCADIS; Weston Engineers; EPA; and DTSC.

Prepared by 
Stan Cook

Approved by 
Michael A. Houlemard, Jr.

QUARTERLY PROJECT REPORT

Environmental Services Cooperative Agreement

Report No: 16

Reporting Period: January 1, 2011 through March 31, 2011

Grant Recipient: Fort Ord Reuse Authority

Agreement No: W9128F-07-2-0162

PR No: W59XQB70879961

Effective Date: March 30, 2007

Grant Officer: Doug Hadley
Contracting Officer/Grants Officer
U.S. Army Corps of Engineers, Omaha District
Phone: 402-221-3045
Fax: 402-221-4199

Compiled by: Stan Cook
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Submitted to: Gail Youngblood
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This report is submitted per the requirements in the Cooperative Agreement Award, Attachment E.1, Technical Services and Requirement Statement, Section 3.1. Project Progress Reports.

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Background/Scope and Purpose

Background.

The Federal Government, for and on behalf of the citizens of the United States of America, acts as the steward of certain real property on which it operates and maintains military facilities necessary for the defense of the United States of America. Certain military facilities are no longer required for that mission, and the Department of Defense (DoD) closed and plans to dispose of certain real and personal property at those facilities in accordance with the authority of the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 (10 U.S.C. Section 2687 note, as amended). DoD is authorized to dispose of real and personal property on the former Fort Ord to the Fort Ord Reuse Authority (FORA). Under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9620(h)(3)(C), federal property may be transferred prior to the completion of all remedial action necessary to protect human health and the environment. Under this early transfer authority, DoD may transfer portions of Fort Ord to the FORA, which may assume responsibility for certain environmental response activities (Environmental Services).

The property to be transferred and the geographic area in which work will be performed under the ESCA are identified herein as the Areas Covered by Environmental Services, (ACES). The environmental response activities required of the FORA under the Environmental Services Cooperative Agreement (ESCA) are identified herein as the Environmental Services. The ESCA provides the funding, specifications and requirements for the FORA's performance and completion of the Environmental Services in the ACES. Cleanup of the ACES is governed by CERCLA, the National Contingency Plan (NCP), the Administrative Settlement Agreement and Order on Consent (AOC), and other applicable laws and regulations. The Army has conducted investigations and site characterization under its own authorities under CERCLA, the Defense Environmental Restoration Program (DERP), and other applicable laws and regulations, and has identified both contaminated areas as well as uncontaminated areas. Additional site characterization and investigations are to be performed. Following the early transfer of the ACES, FORA will be obligated to comply with the AOC under the oversight of the United States Environmental Protection Agency (US EPA) and the Department of Toxic Substances Control. As provided in the ESCA, the Parties agree that the FORA's performance of the Environmental Services must satisfy certain obligations of the Army under CERCLA and the NCP. If inconsistencies are found between the ESCA and the AOC after the ESCA has been signed, the Parties will work toward a resolution, in accordance with Section D.9 of the ESCA. The ESCA is of mutual benefit to the Army and FORA because it will facilitate early transfer and the immediate reuse of the ACES by allowing FORA to perform the Environmental Services in conjunction with redevelopment activities. The ESCA, executed in anticipation of an early transfer, will allow FORA full access to the ACES in order to implement the Environmental Services and redevelop the ACES. The ESCA does not reduce or alter in any way the responsibilities and obligations of the Army under CERCLA, the NCP, or Section 330 of Public Law 102-484 ("Section 330"), except as otherwise provided in the ESCA.

Purpose.

The provisions of the ESCA establish the terms and conditions necessary for the completion of the Environmental Services required to obtain Site Closeout and the execution of Long-Term Obligations associated with Site Closeout. The AOC and Technical Specifications Requirements Statement (TSRS) establish the process for obtaining Site Closeout within the ACES. By execution of the ESCA, the Army and FORA concur with the AOC and TSRS. The ESCA in no way restricts the Parties from modifying the Covenant to Restrict the Use of Property (CRUP) or the Environmental Protection Provisions (EPP), and documents referenced therein, before or after the Environmental Services at the ACES have begun. However, any such modifications shall not eliminate or change FORA's or Army's obligations under the ESCA unless a concurrent modification is made to the ESCA in accordance with Section D.21.

Scope.

FORA shall cause to be performed the Environmental Services, in consideration of the payment of a fixed sum by the Army in accordance with and subject to the provisions of the ESCA. The Environmental Services, to the extent required to be performed under the ESCA, shall satisfy the requirements of CERCLA and the NCP by satisfying the requirements provided in the AOC and TSRS. The Environmental Services will be performed in furtherance of the FORA's approved Reuse Plan and integrated with redevelopment activities, all as more particularly described in the TSRS.

The AOC establishes the process for obtaining Site Closeout within the ACES. By the execution of the ESCA, the Army concurs with the process set forth in the AOC, and all documents and approvals referenced therein; however, this concurrence in no way limits the FORA's ability to complete Environmental Services that go beyond the requirements of CERCLA and Resource Conservation and Recovery Act (RCRA) for the ACES by satisfaction of the AOC. Furthermore, the ESCA in no way restricts the parties to the AOC from modifying the AOC and documents referenced therein, pursuant to the terms thereof, before or after the Environmental Services at the ACES have begun; however, any such modifications will be coordinated with the Army and shall not eliminate or change FORA's or Army's obligations under the ESCA unless otherwise agreed in a writing signed by the Parties. In addition to providing the specified funding, the Army will retain the responsibilities and liabilities specified within the ESCA and attachments. The Army's program oversight shall ensure that the remedies implemented by the FORA pursuant to the AOC and TSRS are consistent with CERCLA and the NCP, Department of Defense Explosives Safety Board (DDESB) requirements, and other applicable laws and/or regulations. The Parties agree that the implementation of the AOC must be consistent with remedy requirements of CERCLA, the NCP, and other applicable laws and regulations, and that future modifications to the AOC will likewise be consistent with such remedy requirements. FORA agrees to achieve Site Closeout and perform the required remedial actions in accordance with and subject to the provisions of the ESCA. In accordance with 42 U.S.C. 9620(h)(3)(C)(iii), after all response actions necessary to protect human health and the environment on the ACES, or portions thereof, have been taken, the Army will grant to the FORA the CERCLA warranty that all necessary response actions have been taken.

Document Technical Progress or Work Completed

In this Quarter, FORA and FORA's Remediation Team (LFR, Weston Engineers & Westcliffe Engineering) have: preformed Program Management including mobilization and equipment procurement; participated in Community Involvement Outreach, consulted with the EPA, DTSC, and the Army; drafted various Work Plans, and field work related documents, managed the ESCA Independent Third-Party Quality Assurance Surveillance Program and the Quality Assurance Surveillance Program Implementation Plan; and, performed field work in Seaside, Parker Flats, and other ESCA parcels.

FORA's critical dates, technical progress, or work completed within this Quarter are:

January 3, 2011: Received and reviewed the Army comments on the Group 3 Remedial Investigation/Feasibility Study (RI/FS) Work Plan Response to Comments document.

January 4, 2011: Biweekly ESCA Team conference call.

January 6, 2011: General Jim Moore Boulevard (GJMB) Construction Fort Ord Reuse Authority (FORA) Engineering meeting with ESCA contractors to coordinate UXO construction support.

January 6, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

January 10, 2011: Sent the Monthly ESCA Program Report to the Regulators.

January 10, 2011: Received and update from Whitson Engineers on the status of the East Garrison development commencement of construction in the Spring of 2011.

January 10, 2011: Sent the Regulators Field Variance Forms G1WP-001, G1WP-002, and G1WP003 per the ESCA Standard Operating Procedure

January 10, 2011: Received the hard copy of the Environmental Protection Agency (EPA) comments on the Draft Technical Information Paper, Phase II Seaside Munitions Response Area Outside the Roadway Alignment and Utility Corridor Report.

January 10, 2011: Received and reviewed the Army comments on the Draft Phase II Interim Action Work Plan, Interim Action Ranges Munitions Response Area.

January 10, 2011: Received and reviewed the Quality Assurance Oversight Professional (QAOP) Third-Party Quality Assurance (QA) work invoice for November 2010.

January 10, 2011: Produced and delivered the ESCA Quarterly Grant Report to FORA Accounting.

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- January 11, 2011: Monthly ESCA Regulatory meeting held in Marina.
- January 12, 2011: Attended the Army MR BCT and provided an update on the ESCA program.
- January 13, 2011: Provided an update on the ESCA program at the Army Quarterly TRC.
- January 13, 2011: Approved two MOUT use applications for the Presidio of Monterey (POM).
- January 13, 2011: Received and reviewed the QAOP ESCA Third-Party QA report and forwarded to the Regulators.
- January 13, 2011: GJMB Construction FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.
- January 13, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.
- January 13, 2011: Conference call with ESCA Team to review the proposed 2011 Community Outreach calendar.
- January 14, 2011: ESCA team coordination work with Monterey Salinas Transit (MST) representative to clarify FORA and ARCADIS efforts to install a storm drain on California State University Monterey Bay (CSUMB) property.
- January 18, 2011: Biweekly ESCA Team conference call.
- January 19, 2011: Attended the FORA Administrative Committee meeting for the discussion on the Jurisdiction's latest Land Use Covenant Reporting for DTSC.
- January 20, 2011: Meeting FORA Engineering and Monterey County to review the scope of work for the next steps in the East Side Parkway design and coordination with the ESCA contract documents.
- January 20, 2011: GJMB Construction FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.
- January 20, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.
- January 20, 2011: Conference call with FORA Senior Planner about progress on the Veterans Cemetery.
- January 21, 2011: Reviewed and approved the POM MOUT application for the 23rd Marines use.

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January 21, 2011: Meeting with ARCADIS to receive updates on the last two weeks activities and prepare for the future.

January 26, 2011: Signed cover letters for the upcoming ESCA documents being released for public comment.

January 26, 2011: Field update with ESCA contractor (Field Manager) and visited the future East Garrison site.

January 27, 2011: GJMB Construction FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

January 27, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

January 31, 2011: Sent ARCADIS and FORA Counsel information on a request by Monterey Peninsula Water Management District (MPWMD) to access the Aquifer Storage Recharge well site on ESCA property and a proposed deed to transfer the property from FORA ownership to MPWMD.

February 1, 2011: Meeting between FORA Executive Officer and representative from the Monterey Peninsula Water Management District (MPWMD) to discuss the ASR well site on ESCA property.

February 1, 2011: Biweekly ESCA team conference call.

February 2, 2011: Attended the Administrative Committee meeting to participate in the discussions on the Eastside Parkway Memorandum of Agreement (MOA) which will run through the ESCA property.

February 3, 2011: Provided ARCADIS with my review and comments on the Response to Comments on the Seaside, Outside the Roadway Technical Information Paper and on the revised document based on the response to comments.

February 3, 2011: Meeting with ARCADIS to coordinate and meet other team members from the ARCADIS management team.

February 3, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

February 3, 2011: Provided ARCADIS with review and comments of the agenda for the Monthly ESCA Regulatory meeting.

February 4, 2011: Approved use of the MOUT facility and ESCA property, by the Presidio of Monterey (POM) Police Department.

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February 4, 2011: Communication from Department of Toxic Substances Control (DTSC) about the ESCA site tour scheduled for this month.

February 4, 2011: Field visit with ARCADIS to set up experimental cameras on the ESCA's Jerry Smith Access Corridor and the new Sgt. MacDonald Access Corridor to monitor access.

February 7, 2011: Conference call with Monterey County about Monterey-Salinas Transit (MST) Storm Drain on ESCA property.

February 7, 2011: Provided ARCADIS with the cover letters for the ESCA Draft Final Group 3 Remedial Investigation/Feasibility Study (RI/FS) Work Plan, Volumes 1, 2 & 3.

February 8, 2011: Monthly ESCA Regulatory meeting.

February 9, 2011: Received, reviewed and approved the latest ESCA Third-party Quality Assurance (QA) invoice.

February 10, 2011: Installed temporary surveillance cameras on the ESCA's Jerry Smith and Sgt. MacDonald Access Corridors.

February 10, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

February 14, 2011: Sent the Monthly ESCA Program Report to the Regulators.

February 14, 2011: Received and reviewed the California Department of Toxic Substance Control invoice to reimburse them for ESCA related review work from October to the end of December 2010.

February 14, 2011: Sent out Draft Final Technical Information Paper (TIP) Phase II Seaside MRA, Outside Roadway Alignment and Utility Corridor Report letters.

February 15, 2011: Requested Regulatory review of PowerPoint presentation for the City of Seaside City Council.

February 15, 2011: Biweekly ESCA team conference call.

February 16, 2011: Meeting with the MPWMD and their engineers to negotiate an agreement for reimbursing FORA for their work on the expansion of the existing ASR well site which is on ESCA property.

February 16, 2011: Field update with ESCA contractor (Field Manager) and visited the future East Garrison site.

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February 17, 2011: Tour for Environmental Protection Agency (EPA) officials of the former Fort Ord with the Army to discuss the remediation projects including the ESCA.

February 17, 2011: Meeting update with ARCADIS.

February 17, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

February 18, 2011: Provided an informational package for FORA Executive Officer to present to County Supervisor s regarding the Santa Margarita Well site project (ASR) containing FORA/MPWMD reimbursement agreement with scope of work, C&D letter and drawings describing the site improvements, and the MPWMD to Seaside on the project.

February 18, 2011: ESCA team debriefing meeting from the presentation to the Seaside City Council on the ESCA progress and Land Use Covenants

February 23, 2011: Attended the Army Fort Ord UXO Security Meeting to represent the ESCA Program along with ESCA team members from ARCADIS and Weston Solutions.

February 23, 2011: Field update with ESCA contractor (Field Manager).

February 24, 2011: Eucalyptus Road Extension FORA Engineering meeting with ESCA contractors to coordinate UXO construction support.

February 24, 2011: Meeting with the Army, Seaside and the Regulators on the land use covenants (LUCs) proposed for parcel L20c.1 which Seaside has designated as "residential" and is adjacent to residential ESCA parcels.

February 24, 2011: Meeting with the Regulators to provide them with a comprehensive overview of the projects that are requesting access to ESCA property.

February 25, 2011: Attended the Army MR BCT and provided an update on the ESCA program.

March 1, 2011: Reviewed the text for the upcoming ESCA Remediation Program newsletter.

March 1, 2011: Biweekly ESCA team conference call.

March 2, 2011: Sent the ESCA Third-Party Quality Assurance (QA) consultant the yearly contract extension for their signature.

March 2, 2011: Field update with ESCA contractor (Field Manager).

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- March 3, 2011: Received, reviewed and approved the Quality Assurance Oversight Professional (QAOP) ESCA Third-Party QA consultant monthly invoice.
- March 3, 2011: Received, reviewed and forwarded the ESCA Third-Party QA consultant's latest UXO QA field report to the Regulators.
- March 3, 2011: Approved Presidio of Monterey (POM) MOUT Use Application for HHC DLFIC use.
- March 3, 2011: Attended the ARCADIS/Weston ESCA Senior Management meeting with FORA Executive Officer.
- March 3, 2011: Attended the FORA Engineering Department weekly roadwork meeting to coordinate ESCA UXO construction support needs.
- March 3, 2011: Attended a presentation by ARCADIS/Weston honoring the former Mayor of Seaside and Chair of the Fort Ord Reuse Authority, Ralph Rubio for his support of the ESCA RP through negotiations and implementation.
- March 7, 2011: Provided a joint Army/FORA tour for the Association of Environmental Professionals on remediation on Fort Ord with the Fort Ord Environmental Cleanup Program of the BRAC office.
- March 7, 2011: Sent the Draft Final Phase II Interim Action Work Plan to the Regulators.
- March 8, 2011: Received additional comments from the Army regarding Draft Final Group 3 Remedial Investigation/Feasibility Study (RI/FS) Work Plan.
- March 8, 2011: Future East Garrison ESCA property site tour with Regulators.
- March 8, 2011: ESCA team review of the draft flow chart of the process for releasing property from the ESCA Program. The flow chart was forwarded to Authority Counsel for review.
- March 8, 2011: ESCA team conference call with Monterey-Salinas Transit (MST) representative regarding the off-site storm drain located on the future CSUMB ESCA parcel.
- March 9, 2011: March ESCA Regulatory meeting.
- March 9, 2011: First dry-run for the March ESCA Informal Community Workshop (ICW).
- March 9, 2011: Conference call with City of Seaside representative to discuss MEC-related land use covenants.
- March 10, 2011: Received and reviewed the hard copy of the Army's Draft Final Group 3 RI/FS study.

March 14, 2011: Received a report on ESCA signage installation from ARCADIS (Field Manger).

March 15, 2011: Biweekly ESCA team conference call.

March 16, 2011: Requested a copy of the new contract for Whitson Engineers from the FORA Engineering Department to take on the next phase of design work on Eastside Road for the purpose of reviewing the scope of work to prepare for a meeting to discuss access issues on ESCA Property with Whitson Engineering and ARCADIS.

March 16, 2011: Field update with ESCA contractor (Field Manager).

March 16, 2011: Received and reviewed ESCA Closeout Process Flow Chart for properties that have received Regulatory Closure from Westcliffe Engineers.

March 16, 2011: Dry-run for the ESCA Informal Community Workshop with the ESCA Team scheduled for March 17th.

March 21, 2011: Sent ARCADIS a list of items that have had potential impacts on the ESCA schedule.

March 22, 2011: Reviewed the ESCA Grant and TSRS for references to the Residential Quality Assurance (RQA) Pilot Study process for FORA Special Counsel.

March 22, 2011: Attended the Army Munitions Response Base Cleanup Team (MR BCT) meeting to present an update on the ESCA program.

March 22, 2011: Meeting with ARCADIS to begin preparation of the draft PowerPoint for the upcoming ESCA update at the Army Community Involvement Workshop (CIW) meeting in April.

March 23, 2011: Field update with ESCA contractor (Field Manager).

March 24, 2011: Scheduled a meeting with Tom Lederle of the U.S. Army to provide him with an update on ESCA Remediation Program activities.

March 24, 2011: Sent the Final Technical Information Paper (TIP), Phase II Seaside MRA, Outside the Roadway Alignment and Utility Corridor to the regulatory agencies.

March 24, 2011: Received and reviewed the Draft Superfund Proposed Plan for Group 3 RI/FS DRO/Monterey, Laguna Seca Parking and MOUT Site MRAs.

March 25, 2011: Reviewed the State's budget for construction of the future Veterans Cemetery with FORA Senior Planner to determine if it included work items such as

a soils management plan and construction support for the Land Use Covenants for these ESCA parcels.

March 25, 2011: Coordination with ESCA Team to produce an ESCA Summary to submit to Marina In Motion for their USEPA TAG grant public outreach meeting scheduled for March 28th.

March 25, 2011: Meeting with Tom Lederle of the U.S. Army to provide him with an update on ESCA Remediation Program activities.

March 28, 2011: Meeting with ARCADIS, Whitson Engineers and their consultants to discuss their access needs on ESCA property to complete the work in their Eastside Road Design Project.

March 29, 2011: Biweekly ESCA team conference call.

March 30, 2011: Field update with ESCA contractor (Field Manager).

March 30, 2011: Coordination with ESCA Team to provide Right of Entry documents for biological surveys for Monterey Peninsula College (MPC), Whitson Engineers and the Monterey Horse Park.

March 31, 2011: Request from the BRAC Office for an ESCA briefing and potential tour of the ESCA property for the Marina in Motion's (MIM) Consultant during their upcoming future visits to Fort Ord and a combined Army/FORA response to the MIM questions collected at the last MIM meeting.

ESCA Grant Funds Spent- This Quarter- Total to date

See the attached Financial Report form 272.

Upcoming work for the next reporting Quarter

In the upcoming Quarter FORA and FORA's Remediation team will:

1. Continue program management;
2. Continue Residential Quality Assurance Pilot Study activities.
3. Continue Munitions and Explosives of Concern Remediation in habitat and development areas of Parker Flats and Future East Garrison.
4. Work on various Documents for ESCA Group 1, Group 2, ESCA Group 3 properties, ESCA Group 4 properties and the Residential Quality Assurance Pilot Study report.

Technical or Regulatory issues that may impact project schedule

N/A

Status of comments submitted by Army on documents submitted by FORA

N/A

Status coordination of MEC documents with DDESB

N/A

Corrective Measures Implementation Reports

N/A

Corrective Measures Effectiveness Report

N/A

Needed Notifications in accordance with the ESCA

N/A

Changes to the Administrative Order on Consent

N/A

Summary of public participation – This Quarter- Next Quarter

Public Participation during this Quarter was extensive including; hosting ESCA Property Users Group monthly meetings, hosting Emergency Service provider monthly meetings to focus on ESCA parcel management, providing Informal Community Workshops to deliver ESCA updates to the community and other jurisdiction representatives, developing agreements between FORA, the Army Presidio of Monterey and Army Defense Language School, the Universities and the jurisdictions so they can continue to operate existing programs that were initiated under Army ownership of the ESCA properties (such as use of the MOUT site). Continue to participate with the Army in their Community Involvement Workshop and Technical Review Committee meetings, and provided updates to the FORA Board. Provide Right of Entry for various organizations and agencies to perform biological surveys.

FORA's critical outreach dates and public participation completed within this Quarter are:

January 3, 2011: Created the presentation for Army Community Involvement Workshop (CIW) and Technical Review Committee (TRC).

January 3, 2011: Received Monterey County Police Activities League (PALS) Certificate of Liability Insurance Certificate for their upcoming fun run.

January 3, 2011: Meeting with Marina High School representative to finalize a Right of Entry for the Marina High School Fun Run in the Spring of 2011.

January 4, 2011: Meeting with CCCX representative to finalize two Right of Entry forms for the 2011 CCCX cycling season.

January 4, 2011: Published the latest ESCA Newsletter.

January 5, 2011: Monthly Emergency Service Coordination meeting.

January 5, 2011: Attended the FORA Administrative Committee meeting and provided an ESCA update.

January 6, 2011: Received Comments from Marina in Motion on the Draft Phase II Interim Action Work Plan.

January 7, 2011: ESCA Hotline updates.

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January 7, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

January 10, 2011: Sent members of the public Field Variance Forms G1WP-001, G1WP-002, and G1WP003 per the ESCA Standard Operating Procedure (SOP).

January 12, 2011: Finalized the Agenda for the January 19th Users Working Group meeting.

January 12, 2011: Attended an Army meeting with Marina in Motion.

January 12, 2011: Provided an update on the ESCA program at the Army Quarterly Community Involvement Workshop (CIW).

January 14, 2011: Sent out requests for information on schools or organizations that provide hands-on asbestos and lead training per a request from a community member at the last Army CIW meeting.

January 14, 2011: Provided an ESCA Quarterly Report to the FORA Board focusing on the recent special requests by jurisdictions and agencies to access and construct facilities on ESCA property.

January 14, 2011: ESCA Hotline updates.

January 14, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

January 18, 2011: Sent University of California Santa Cruz (UCSC), California State University Monterey Bay (CSUMB) and County of Monterey a report of a broken gate and off-road activities occurring on ESCA property and adjacent properties along Inter-Garrison Road.

January 19, 2011: Monthly ESCA Users Working Group meeting.

January 19, 2011: Provided Monterey Bay Youth Camp with a Vehicle Access Permit.

January 20, 2011: Coordination with Monterey County Illegal Task Force on a report of illegal dumping.

January 21, 2011: ESCA Hotline updates.

January 21, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

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January 21, 2011: Coordination with the Monterey County Sheriff on a trespasser/camper on ESCA property just off the Jerry Smith Access Corridor that was harassing the users of the corridor and appeared to be moving into the area.

January 26, 2011: Right of Entry granted for CSUMB theater student for filming on Track 1 ESCA property.

January 27, 2011: Sent out an ESCA field update to the ESCA Emergency Service Providers Group in lieu of holding a meeting in February.

January 27, 2011: Coordination with BLM alerting them of possible conflicts between four future BLM events and the ESCA cleanup work occurring in future East Garrison and asked them to review their proposed events with Weston's UXO Safety Officer so that any conflicts can be identified and resolved.

January 28, 2011: ESCA Hotline updates.

January 28, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

January 31, 2011: Meeting with Monterey County Park staff to discuss the 2011 Laguna Seca event calendar, ESCA work current work areas, traffic security measures during events, and coordination with event promoters for additional signage.

February 1, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 2, 2011: Conference call with Fort Ord Reuse Authority (FORA) Senior Planner and California State General Services Administration (GSA) to answer questions on the Veterans Cemetery (an ESCA property) as they develop the budget for the project.

February 2, 2011: Coordination with Seaside and the Monterey County Bomb Squad about their request for training activities on ESCA property.

February 2, 2011: Coordination with Seaside and Monterey County Water Management District (MCWMD) to assist them in understanding the limitations/restrictions on the ESCA property where they have the proposed expansion of the MCWD Reservoir site before Regulatory "site closure".

February 2, 2011: Sent out an ESCA field update to the ESCA Emergency Service Providers Group in lieu of holding a meeting in February.

February 2, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

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February 3, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 4, 2011: ESCA team attendance at the dry-run for the Inland Ranges Wild Flower Walk with Army that is scheduled to occur later this spring. This is a nature walk designed to orient the public to such topics as prescribed burns and public outreach efforts of the Munitions Response Cleanup (MRC) work on the former Fort Ord.

February 4, 2011: ESCA Hotline updates.

February 4, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

February 8, 2011: Provided a vehicle access permit for representatives of the Sea Otter Classic for their use in scouting the Fort Ord road conditions for their upcoming bicycle event.

February 8, 2011: Coordination with the Mud Run event staff to for a Right of Entry for their event that utilizes various ESCA property locations.

February 9, 2011: Issued a vehicle access permit for the U.S. Navy, Naval Support-Monterey to use to access the Youth Camp Property.

February 10, 2011: Provided the Regional Water Project representative with information on how to procure a FORA Right of Entry on ESCA property.

February 10, 2011: Received and reviewed the 2011 Laguna Seca Pre-&-Post event meeting schedule where event access and coordination issues are discussed. The Laguna Seca Parking lots are ESCA property and portions of South Boundary Road and Barloy Canyon Roads are ESCA property.

February 10, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 11, 2011: ESCA Hotline updates.

February 11, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

February 15, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 16, 2011: Provided permission for California State University Monterey Bay (CSUMB) Professor Susan Alexander to conduct one Ecology field trip (CSUMB BIO 340/L) on Fort Ord FORA ESCA land (repeating the same field trip as in previous semesters) scheduled for Wednesday, Feb 23, 2011.

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February 16, 2011: Attended the FORA Administrative Committee meeting to represent the ESCA Remediation Program as the Committee addresses the future of Eastside Parkway which is to be constructed on ESCA property.

February 16, 2011: Represented the ESCA team and provided an ESCA RP update at the bi-monthly FORT Friends meeting.

February 17, 2011: Presentation to the Seaside City Council on the ESCA RP progress and Land Use Covenants.

February 17, 2011: Provided a Vehicle Access Permit to Sea Otter Classic staff members.

February 17, 2011: Provided a Vehicle Access Permit to Monterey County Search & Rescue (MCS&RD Inc.).

February 17, 2011: Provided a Vehicle Access Permit to CSUMB Professor.

February 18, 2011: ESCA Hotline updates.

February 18, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

February 22, 2011: Received the final ESCA Public Inquiry Procedures Memorandum.

February 22, 2011: Coordination with CSUMB film student to provide information on how to procure a FORA Right of Entry (ROE) for filming on the Track 1 ESCA property.

February 22, 2011: Coordination with the Sea Otter Classic representative after their drive of the proposed road course for their upcoming event. Sent a copy of the proposed Sea Otter road course to the Army to assist them in determining if their soils remediation will conflict with the Sea Otter course.

February 22, 2011: Coordination with Bureau of Land Management (BLM) and a horse group to coordinate access through ESCA properties for a 3-day horse event in July 2011.

February 22, 2011: Sent a copy of the draft of the MPWMD St. Margarita well site FORA reimbursement agreement (located on the ESCA properties) for their review.

February 22, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 24, 2011: Provided a Right of Entry for the Big Sur Marathon/Mud Run event that occurs annually on the ESCA property.

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February 24, 2011: Sent out a Controlled Demolition/Blow-in-Place notification for items found at future East Garrison.

February 25, 2011: ESCA Hotline updates.

February 25, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

February 26, 2011: Meeting with the Army, Marina in Motion (MIM) and the Regulators to bring MIM's Technical Assistance Grant consultants up-to-speed on the Fort Ord Cleanup Program including the ESCA.

February 28, 2011: Meeting with CSUMB film student to finalize a ROE for a day of film shooting on the ESCA County North Track 1 property.

February 28, 2011: Provided ESCA Vehicle Access Permits (VAPs) to the Monterey Horse Park for access to drive the roads of the Horse Park property on March 11th and 12th.

February 28, 2011: Provided Marina Coast Water District (MCWD) with confirmation that the test wells they are planning to bore in East Garrison are substantially north and east of the ESCA properties.

March 1, 2011: Pre-Season event meeting at Laguna Seca to review the next event road use and parking requirements on the ESCA roads and the ESCA Laguna Seca Parking lots.

March 1, 2011: Sent a copy of the ESCA unofficial Fort Ord Back Country Calendar and the 2011 FORA/Central Coast Cyclocross (CCCX) Right of Entry (ROE) for CCCX events to the Monterey County Regional Fire District so activities on ESCA properties and adjacent properties can be coordinated.

March 2, 2011: Monthly ESCA Emergency Service Providers meeting.

March 2, 2011: Provided FORA Planning staff with a draft ROE between FORA and Nextel for access through ESCA property to their proposed cell tower site to be built adjacent to the ESCA property.

March 4, 2011: ESCA Hotline updates.

March 4, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

March 2, 2011: Interview with a reporter from the Salinas Californian newspaper about access for bicyclists on the former Fort Ord and the ESCA properties.

ESCA Quarterly Report:
Number 16

- March 7, 2011: Discussion with Sea Otter Classic representative about the ESCA properties and future development on the former Fort Ord.
- March 7, 2011: Sent the Draft Final Phase II Interim Action Work Plan select community organizations.
- March 11, 2011: ESCA Hotline updates.
- March 11, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.
- March 14, 2011: Meeting with Marina Coast Water District (MCWD) and FORA Senior Planner to coordinate documentation to allow MCWD's leasee's access through ESCA property to their reservoir site located west of Parker Flats Cut-off.
- March 14, 2011: Received comments on the draft final Group 3 Remedial Investigation/Feasibility Study (RI/FS) Work Plan report from the Marina in Motion (MIM).
- March 14, 2011: Communication from Monterey Peninsula Water Management District (MPWMD) that the draft FORA reimbursement agreement for no-ESCA work on ESCA property will be presented to the MPWMD Board on March 21st for approval and to the Seaside City Council meeting for approval March 17th.
- March 15, 2011: Marina In Motion (MIM) notified ESCA RP that the previous version of their comments was forwarded via email to the Administrative Record was missing the last two pages. The document was rescanned and resent.
- March 15, 2011: Provided a Vehicle Access Permit (VAP) to EMC Planning representative for a survey of sand-mat Manzanita on the MPC property in Parker Flats Phase 1.
- March 17, 2011: ESCA Informal Community Workshop (ICW) meeting held for approximately 30 Community members, the Army and the Regulators. The ICW focused on a Field Update in East Garrison, a pre-view of the Interim Action Ranges, biological monitoring in the ESCA parcels and a poster session staffed by key ESCA Team members.
- March 18, 2011: ESCA Hotline updates.
- March 18, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.
- March 21, 2011: Meeting with Monterey Peninsula College (MPC) President to review the FORA MPC issues concerning the ESCA properties that will be going to MPC for the EVOC, ESCA and the Police Academy pistol range.

ESCA Quarterly Report:
Number 16

March 23, 2011: Bi-monthly ESCA Users Working Group meeting.

March 25, 2011: ESCA Hotline updates.

March 25, 2011: ESCA updates for CSUMB, Fort Ord Google Users Group listserv, Facebook and Twitter general distribution.

March 27, 2011: Sent out an ESCA field update to the ESCA Emergency Service Providers Group in lieu of holding a meeting in April.

March 28, 2011: Attended the evening Marina in Motion (U.S. EPA TAG grant recipient) public meeting to represent the ESCA portion of the former Fort Ord remediation effort.

March 29, 2011: Attended the Laguna Seca Pre-Event meeting for the annual Sea Otter Classic event that utilizes roads through the ESCA properties for events and access for attendees.

March 30, 2011: Provided a draft Right of Entry (ROE) and reimbursement documents for the Monterey Downs Horse Park and instructions to execute the documents to request access to the Horse Park Site on ESCA property for biological surveys.

March 30, 2011: Provided a draft ROE and reimbursement documents for MPC and instructions to execute the documents to request access to the MOUT Site on ESCA property for biological surveys.

March 30, 2011: Provided a draft ROE document to Whitson Engineers and instructions to execute the documents to request access to the Veterans Cemetery and Eastside Parkway site on ESCA property for biological surveys.

March 31, 2011: Set up cameras to capture photographs of vehicles used by trespassers on ESCA property for illegal dumping and/or off-road activities.

March 31, 2011: Received and reviewed draft ROE document access to the Veterans Cemetery and Eastside Parkway site on ESCA property for biological surveys.

March 31, 2011: Coordinated with MPC on three draft ROEs and reimbursement document they are preparing so that they can conduct biological surveys on their future portions of ESCA property.

Below is a listing of the total number of calls the ESCA Hotline received at (831) 883-3506 and ESCA-dedicated email for the first quarter of 2011. Members of the community called/emailed with requests for information on authorized access corridors; RSVPs for the Informal Community Workshop in March; questions about employment opportunities

on former Fort Ord; request for the list of our contractors for a Super Jobs Training (Super JTI) graduate; and, requests to be placed on the general email distribution list and for general information about the ESCA RP, website and hotline information.

	<u>ESCA Hotline</u>	<u>ESCA e-mail</u>	<u>ESCA website hits</u>
January 2011	1	182	5,667
February 2011	1	162	5,824
March 2011	<u>14</u>	<u>225</u>	<u>6,511</u>
TOTAL	16	569	18,002

Project Updates to Coordinated Resource Management Planning meeting

FORA's critical dates, Coordinated Resource Management Planning meeting updates completed within this Quarter are:

N/A

FORT ORD REUSE AUTHORITY BOARD REPORT

OLD BUSINESS

Subject:	FORA/Agency Reimbursement Agreements, ESCA property work – report	
Meeting Date:	May 13, 2011	ACTION
Agenda Number:	8c	

RECOMMENDATION:

Receive a report on the Fort Ord Reuse Authority (“FORA”)/Agency Reimbursement Agreements and authorize the FORA Executive Officer to execute individual reimbursement agreements with outside agencies and Contract Change Order Number Five (“CCO #5”) to the ARCADIS Environmental Services Cooperative Agreement (“ESCA”) Remedial Services Agreement (“RSA”).

BACKGROUND:

In spring 2005, the U.S. Army (“Army”) and FORA entered negotiations to execute an Army-funded Environmental Services Cooperative Agreement (“ESCA”) defining the Munitions and Explosives of Concern (“MEC”) remediation of 3,340 acres the former Fort Ord acres. In early 2007, the Army awarded FORA approximately \$98 million to perform MEC cleanup and subsequently, upon concurrence of the California Governor at that time, transferred the impacted property to FORA. FORA also entered into an Administrative Order on Consent (“AOC”) with the U.S. Environmental Protection Agency (“EPA”) and California Department of Toxic Substance Control (“DTSC”), defining conditions under which FORA undertakes the Army remediation responsibility for ESCA parcels.

In January 2011, staff brought a number of agencies’ special requests to the Board for access or construction of improvements on FORA-owned ESCA properties. FORA staff, FORA Authority Counsel and ARCADIS have been meeting with these agencies to determine project scope and timing and to provide ESCA background materials and property access limitations as outlined in the existing Finding of Suitability for Early Transfer, Army/FORA deeds, Land Use Covenants, AOC, ESCA Grant documents, FORA/ARCADIS RSA and the jurisdictions’ Ordinance Ordinance.

DISCUSSION:

Under the existing FORA/ARCADIS RSA, ARCADIS has been given site control of ESCA properties. An RSA CCO is required for ARCADIS to provide services on FORA ESCA properties that FORA will pass on to the requesting agencies. FORA and ARCADIS have created **Attachment A, RSA CCO #5, Master Services Agreement**, to serve as a guideline for services the outside agencies are requesting on ESCA property.

The FORA/ARCADIS RSA CCO #5 defines the services that the ESCA team will provide to support the request of outside agencies. Five percent (5%) will be added to each ESCA team service for FORA administrative costs, and pass ARCADIS’ cost for services on to the agencies for services performed at their request. CCO #5 is structured so that it may be modified as FORA enters into individual reimbursement agreements with each outside agency for FORA and ARCADIS’ services. CCO #5 may be modified by adding agency project specifics and not-to-exceed limits that are specific to individual FORA/agency reimbursement agreement.

After discussions with various agencies, FORA was requested to provide ESCA team assistance for projects within ESCA property owned by FORA. Reimbursement agreements (two Reimbursement Agreements, Monterey Peninsula College ["MPC"] - \$12,000, and Monterey Horse Park ["MHP"] \$24,000 are attached for information; **Attachment B, Agreements for Professional Services**) have been executed to support the agency's requests for access to FORA Counsel, EPA and DTSC's Counsel, ARCADIS' Counsel, support by FORA, EPA, DTSC and the ESCA team. These activities are not funded by the ESCA grant and the FORA/ESCA team must be reimbursed. The agencies must receive permission from ARCADIS and CHARTIS to access the proposed sites so that ESCA insurance policies are not jeopardized. A FORA Right of Entry is also required to access the site. The agencies are working with the jurisdictions to meet their requirements where applicable.

The FORA Executive Officer has authorized CCO #5 within his authority to support time-critical biological surveys by MPC and the MHP with ARCADIS. He has executed these based upon:

1. The timing of the spring plant bloom;
2. The ESCA Contract limits this type of work on ESCA properties to ARCADIS; and
3. The amount of CCO #5 is within the FORA Executive Officer's authority.

CCO #5 is presented to the FORA Board for confirmation since the total amount of ARCADIS work may exceed the FORA Executive Officer's authority.

FISCAL IMPACT:

Reviewed by FORA Controller 

There should be no cost to FORA or the ESCA because ARCADIS services, FORA ESCA Program Manager, FORA Counsel, FORA and the Regulator's staff time, as required, will be reimbursed to FORA by the agencies through individual reimbursement agreements. FORA will add 5% to all Regulator and ARCADIS services costs to cover FORA administrative costs and pass them on to the outside agencies.

COORDINATION:

Administrative Committee; Executive Committee; FORA Counsel; ARCADIS; Monterey Peninsula Water Management District; EPA; and DTSC.

Prepared by 
Stan Cook

Approved by 
Michael A. Houlemard, Jr.

PROFESSIONAL SERVICES AGREEMENT

CCO #5

Attachment A to Item 8c
FORA Board Meeting 5/13/11

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this 25th day of April, 2011 (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

FORA

Name: Fort Ord Reuse Authority ("FORA")
Address 1: 100 12th Street, Building 2880
Address 2: _____
City: Marina State: CA Zip: 93933

ARCADIS

Name: ARCADIS U.S. Inc. ("ARCADIS")
Address 1: 100 12th Street, Building 2902
Address 2: _____
City: Marina State: CA Zip: 93933

The parties hereto acknowledge and agree that when individual work authorizations are necessary hereunder, all such work authorizations will be issued and executed by the appropriate ARCADIS entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.

2. PARTY REPRESENTATIVES

FORA REPRESENTATIVE

Mail Originals:

Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933
Attention: Mr. Michael A. Houlemard, Jr.
Telephone: 831-883-3672
Fax: 831 883 3676

With Copies To:

Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933
Attention: Ivana Bednarik
Telephone No.: 831 883 3672
Facsimile No.: 831 883 3676

ARCADIS REPRESENTATIVE

Mail Originals:

ARCADIS U.S. Inc.
100 12th Street, Building 2902
Marina, CA 93933
Attention: Kristie Reimer
Telephone: 831-384-3221
Fax: 831-384-3222

With Copies To:

ARCADIS U.S. Inc.
1900 Powell Street, 12th Floor
Emeryville, CA 94508
Attention: Ms. Dori Baker
Telephone No.: 510-596-9513
Facsimile No.: 510-652-4906

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☒ Environmental ☐ Infrastructure ☐ Other : _____

Services performed under this Agreement are detailed in the Scope of Services and may also be detailed in Work Authorization(s) approved by FORA and ARCADIS in the form attached hereto as Exhibit E.

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☒ Field ☐ Phase I ESA
☐ Asbestos & Other Hazardous Materials
☐ PM / CM
☐ Other or Not Applicable

5. AGREEMENT

The following documents, as applicable, are attached and are incorporated into this Agreement:

- Exhibit A: General Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: General Terms and Conditions for Professional Services
- Exhibit D: Special Terms and Conditions for Professional Services
- Exhibit E: Work Authorization

6. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

FORA

By: *Michael A. Houlemard, Jr.*
Name: MICHAEL A. HOULEMARD, JR.
Title: EXEC. OFFICER

ARCADIS

By: _____
Name: _____
Title: _____

EXHIBIT A GENERAL SCOPE OF SERVICES

1. SERVICES TO BE PERFORMED

ARCADIS shall perform the professional Consulting Services required under this Agreement in accordance with a standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon ARCADIS in excess of this standard of care.

Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by FORA and ARCADIS in the form attached hereto as Exhibit E, which shall constitute a part of this Agreement.

ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to ARCADIS. Any schedule requirements applicable to ARCADIS Services will be set forth in this Exhibit or Work Authorization.

ARCADIS agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

2. DESCRIPTION OF GENERAL SERVICES

Task 2011 - On-Call Services as Requested by FORA

Provision of on-call services as requested by FORA in support of projects proposed on the ESCA Remediation Project footprints. Services can include but are not limited to:

- i. Site Documentation – preparation of site documentation in support of early site access in accordance with the AOC. These documents include preparation of:
 - a. Technical Memorandum: document site conditions, previous investigation and remediation activities to support proposed site construction activities.
 - b. Soil Management Plan – identify project activities and define soil management requirements, constraints and reporting.
 - c. UXO Work Plan: Identify UXO support requirements and procedures for construction-related activities with respect to possible munitions and explosives of concern (MEC) finds under the existing roadway or within the limits of grading.
 - d. Administrative Order on Consent (AOC) Partial Approval/Concurrence Letter in advance of Regulatory Site Closure: Request for Environmental Protection Agency (EPA) Region 9 with concurrence from State of California Department of Toxic Substances Control (DTSC) to make a preliminary finding that the project area has been adequately investigated and remediated, and is protective of human health and the environment. As outlined in the AOC between the

regulators and FORA, the Former Fort Ord Army Base is a National Priorities List (NPL) site, and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements and obligations apply to the proposed project area.

- ii. Construction Support – UXO Technician onsite or on-call construction support during project implementation as approved by FORA in accordance with the Administrative Order on Consent (AOC). Site Escorts may be provided to monitor site activities such as soil management. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iii. Site Escorts – UXO or Site Escort to support field reconnaissance such as biological surveys, land surveying, and other non-intrusive activities. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iv. Field activities and costs associated with additional investigation that may be required as requested by FORA as result of construction related activities.
- v. Technical services in support of project definition and review as requested by FORA.
- vi. Meeting preparation, attendance and follow-up as requested by FORA.
- vii. Project administration, coordination, billing and reporting as needed.

EXHIBIT B
PAYMENT TERMS

3. PAYMENT OF SERVICES

FORA agrees to pay for the Services performed by ARCADIS in accordance with this Agreement and any approved Work Authorization. Payment for Services is set forth and shall be subject to the ARCADIS standard invoicing practices, which are incorporated herein. Payment Terms shall specify any required Mobilization Fee or other Retainer, Lump Sum Fees, Hourly Billing Rates, and Reimbursable Expenses, and provide for interest on payments not timely made, and for the suspension of work and attorneys' fees in the event that payments are not made by FORA.

4. PAYMENT TERMS

ARCADIS shall invoice FORA for Services in accordance with ARCADIS standard invoicing practices. ARCADIS reserves the right, in its sole discretion, to invoice FORA in advance and/or bi-weekly. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

WELLS FARGO BANK NA

**Lockbox: ARCADIS U.S., Inc., Dept 547,
Denver, Colorado 80291-0547.**

**By Wire: ABA 121000248, Account No.
1018164751, ARCADIS U.S., Inc. Lockbox.**

**By ACH: ABA 102000076, Account No.
1018164751, ARCADIS U.S., Inc. Lockbox.**

If FORA fails to make any payment due ARCADIS for services and expenses within thirty (30) days after receipt of invoice, the amounts due ARCADIS will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to ARCADIS of FORA's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the *disputed* portion of the invoice. FORA shall waive any objections to ARCADIS invoice if it fails to timely provide such written notice to ARCADIS. The *undisputed* portion shall be paid immediately and FORA shall not offset amounts due ARCADIS under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of *undisputed* invoices by FORA is not maintained on a current basis, ARCADIS may, after giving seven (7) days' written notice to FORA, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and ARCADIS shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
FOR ENVIRONMENTAL PROFESSIONAL SERVICES**

5. TERM OF AGREEMENT

- 1.1 This Agreement shall remain in full force and effect until terminated in accordance with specifications noted in Section 3, herein.

6. CHANGES IN THE WORK

- 2.1 At any time after execution of this Agreement, FORA may order changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by ARCADIS under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if FORA has notified ARCADIS of a change, ARCADIS shall submit to FORA within a reasonable time an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement.
- 2.2 Notwithstanding the above, FORA may direct ARCADIS in writing to perform the change prior to approval of price and schedule adjustments by FORA. If so directed, ARCADIS shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated. In the event FORA and ARCADIS are unable to reach agreement regarding changes in price and/or time associated with a change order, the matter shall be submitted to mediation as provided in Paragraph 13 of this Agreement.

3. TERMINATION OF AGREEMENT

- 3.1 **Termination for Convenience** - Either Party may terminate this Agreement and any associated Work Authorization for its convenience and without cause after giving five (5) days written notice to the

other Party. However, ARCADIS shall not have the right to terminate this Agreement, without cause, prior to completion by ARCADIS of all Services required under the Agreement or any outstanding Work Authorizations. In the event FORA terminates ARCADIS services without cause and for FORA's convenience, FORA shall be liable to promptly pay ARCADIS for all work performed through the date of termination, all of ARCADIS expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by ARCADIS in terminating any contracts entered into in connection with the performance of its Services.

- 3.2 **Termination for Cause** - Either Party may terminate this Agreement for Cause. Termination for any cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken reasonable efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

4. CONFLICT OF INTEREST

- 4.1 ARCADIS shall not perform, or enter into any agreement for, services for any other person, corporation or entity, except with prior written consent of FORA, if, in the sole discretion of ARCADIS, the performance of the services could result in a conflict with ARCADIS obligations under this Agreement. ARCADIS represents that it has reasonably evaluated potential

conflicts and has disclosed to FORA in writing any prior or existing relationships which present, or could appear to present, a conflict with the Services to be performed.

5. USE OF DOCUMENTS

5.1 All documents provided by ARCADIS pursuant to this Agreement are instruments of service of ARCADIS, and ARCADIS shall retain an ownership and property interest therein (including the right of reuse) until FORA has made full payment to ARCADIS for such documents pursuant to this Agreement. All documents generated by ARCADIS pursuant to this Agreement are not intended or represented to be suitable for reuse by FORA or others for any other project or purposes than that for which the same were created. FORA agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of ARCADIS. Reuse of said reports or other material by FORA for any other purpose or on other projects without written permission or adaptation by ARCADIS for the specific purpose then intended shall be at FORA's and user's sole risk, without any liability whatsoever to ARCADIS, and FORA agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by FORA.

5.2 The Parties agree that reports prepared by or on behalf of ARCADIS pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of FORA and its authorized agents, and that no other party may rely on Site Condition Reports unless ARCADIS agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. FORA acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site

Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by ARCADIS or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. FORA acknowledges that site exploration by ARCADIS or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that ARCADIS or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by ARCADIS or its subcontractors. FORA agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by ARCADIS or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of ARCADIS pertaining to site conditions.

6. RECORD RETENTION

6.1 All records, reports and other information or work product generated in connection with ARCADIS Services shall be retained for a period of ten (10) years from the completion of Services. Thereafter, if FORA decides to retain said records, it must notify ARCADIS no later than thirty (30) days prior to the expiration of the retention period. Any additional expense of retaining documents or transfer of documents to FORA at the end of such ten (10) year period will be at FORA's expense. This provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

7. PROPRIETARY RIGHTS OF ARCADIS

- 7.1 FORA acknowledges that ARCADIS has developed proprietary systems, processes, apparatus, analytical tools and methods which ARCADIS uses in its business. Such systems, processes, apparatus, analytical tools and methods, including software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by ARCADIS, including those made as a result of work performed by ARCADIS for FORA hereunder ("Intellectual Property"), shall be and shall remain the property of ARCADIS. This Agreement does not confer any grant of a license to any such ARCADIS Intellectual Property, nor any right of use by FORA independently or by other FORA contractors.

8. INDEMNIFICATION

8.1 ARCADIS shall indemnify, defend and hold harmless FORA, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which FORA and its directors, officers, employees and agents hereafter may suffer as the result of any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of ARCADIS. ARCADIS shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by FORA or its directors, officers, employees or agents, or by any other person or entity not acting on ARCADIS' behalf or under ARCADIS' right of direction or control.

8.2 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorneys' fees, which may arise or result from such Party's negligence.

9. LIMITATION OF LIABILITY FOR THE ENVIRONMENTAL INDUSTRY

9.1 The Parties recognize the risks associated with the Services, that ARCADIS has not and cannot reasonably calculate the cost of unlimited liability in its cost proposal, and in consideration of the mutual benefits received by both parties, have agreed to the limitations noted herein. Therefore, to the fullest extent permitted by law, the total liability in aggregate of ARCADIS and its directors, officers, employees, agents, associates or subcontractors, and any of them, to FORA or anyone claiming by, under or through FORA, for any and all injuries, claims, losses, expenses, including attorneys' fees, expert fees, or court costs and damages whatsoever arising out of or in any way related to ARCADIS Services under this Agreement, from any cause or causes whatsoever, including but not limited to, negligent acts or omissions, professional negligence, breach of contract, strict liability, errors or omissions of ARCADIS, or the employees, directors, officers, agents, associates of subcontractors of ARCADIS, or any of them, will be limited to the total amount of fees paid to ARCADIS under this Agreement. In no event, however, shall any such liability exceed the amount of applicable insurance that ARCADIS has agreed to procure and maintain under this Agreement.

9.2 The Parties agree to waive all incidental, indirect, or consequential damages, lost revenue or profits from claims, disputes or other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.

10. INSURANCE

10.1 ARCADIS shall maintain for the term of this Agreement insurance policies covering:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.

- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

11. CONFIDENTIALITY

11.1 In order to protect FORA's confidential and propriety commercial and financial information, any documents records, data or communications provided by FORA or produced by ARCADIS for FORA shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential, if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of ARCADIS in breach of the Agreement; (iii) information is independently developed by ARCADIS; (iv) the information is acquired by ARCADIS from a third party not in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event ARCADIS believes that it is required by law to reveal or disclose any information, prior to disclosure or production ARCADIS shall first notify FORA in writing.

12. NOTICES

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. MEDIATION

13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation before having recourse to a

judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

14. CONSTRUCTION COST ESTIMATES

14.1 FORA shall advise ARCADIS in writing before design commencement of any budgetary limitations for the overall cost of construction. ARCADIS will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to FORA an opinion of probable construction cost. Opinions of probable construction cost will represent ARCADIS' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. FORA acknowledges that neither ARCADIS nor FORA has control over the cost of labor, materials or methods by which contractors determine prices for construction.

15. PLAN INFORMATION

15.1 If the scope of services provide for the preparation of plans or drawings by ARCADIS, ARCADIS makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

16. GENERAL PROVISIONS

16.1 **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by FORA and ARCADIS.

16.2 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action

relating to such enforcement, shall be strictly reserved to FORA and ARCADIS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of FORA and ARCADIS that sub consultants and any other person other than FORA or ARCADIS receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

- 16.3 **Force Majeure** – Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, strikes, lockouts, or other industrial disturbances, acts or omissions of subcontractors, compliance with any regulations, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics.
- 16.4 **Severability and Waiver** – If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.
- 16.5 **Governing Law** – The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the Parties.
- 16.6 **Compliance with Law** – ARCADIS and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement. FORA shall cooperate with ARCADIS in obtaining any permits or

licenses required for the performance of the Services.

- 16.7 **Delegation and Assignment** – A Party may at any time delegate and assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.
- 16.8 **Headings** – Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.
- 16.9 **Representations, Warranties and Limitations** – ARCADIS represents that it is knowledgeable and experienced in providing professional consulting services comparable to services provided by firms of the same or similar national reputation. ARCADIS represents to FORA that the Services shall be performed in a manner consistent with the generally accepted standard of care as of the time when, and in the locale where, the services are performed, and pursuant to the scope of services. **ARCADIS MAKES NO WARRANTIES OF ANY OTHER KIND, WHETHER EXPRESSED OR IMPLIED.**

17. ACCESS TO PREMISES

During the term of this Agreement, FORA shall grant to or cause to be made available to ARCADIS reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing ARCADIS to perform the Services and fulfill its obligations under this Agreement. ARCADIS shall comply with generally accepted safety procedures and all other safety procedures that have been communicated to ARCADIS or its Personnel by FORA. If the Site is sold or otherwise conveyed to a third party, FORA shall immediately notify ARCADIS if FORA is unable to obtain necessary access within a timely manner. Should ARCADIS be obstructed or delayed in the

commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then ARCADIS will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

18. SITE CONDITIONS

18.1 ARCADIS shall not be liable for:

(i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

18.2 FORA shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of FORA as to the location for such drilling or excavation.

18.3 Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
ASBESTOS CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS

7. ENVIRONMENTAL AND HAZARDOUS MATERIAL RELATED WORK

In the event the services provided hereunder by ARCADIS call for the disposal of wastes (hazardous, non-hazardous or solid under applicable laws and regulations), the work shall be performed in conformity with all applicable laws and regulations. FORA shall execute all manifests for the transportation, storage and disposal of any wastes removed from the Site or Property. If directed by FORA, ARCADIS may sign such manifests solely on behalf of and for FORA, and ARCADIS assumes no liability therefore and FORA releases and waives any claim against ARCADIS and shall indemnify ARCADIS from any claims or liability arising from or related thereto, in accordance with paragraph 1.4 below. FORA shall provide to ARCADIS all plan, maps, drawing and other documents identifying the location of any hazardous materials on or suspected on the Site.

At no time will ARCADIS take title to any solid and/or hazardous wastes located on or removed from the Site or Property. ARCADIS shall provide to FORA with at least two independent bids for transportation and disposal sites and any such wastes shall be transported and disposed of as directed by FORA and in conformity with all applicable laws and regulations.

Nothing in this Agreement shall be construed or interpreted as requiring ARCADIS to assume the status of, and FORA acknowledges that ARCADIS does not act in the capacity nor assume responsibilities of others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Comprehensive

Environmental Responses, Compensation and Liability Act (CERCLA), or any other similar federal, state or local law, regulation or ordinance. FORA acknowledges further that ARCADIS has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of this Agreement. ARCADIS, after commencement of Services, to the extent of its actual knowledge shall notify FORA upon discovery of any hazardous or toxic hazardous substance or conditions which may require handling, treatment, removal or disposal, or which pose or may pose a danger or risk to the work.

FORA shall defend and indemnify ARCADIS from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of ARCADIS's having contracted with FORA in connection with investigation, cleanup, handling, removal, treatment, storage, transportation or disposal of any regulated substances or hazardous or toxic wastes at any Site or Sites, or arising from or related to any existing contamination or conditions of the Site or property; or that result from ARCADIS having arranged for the disposal or transportation of hazardous or non-hazardous wastes that were located on, removed from, or generated by FORA from the Site. FORA shall not be liable to the extent that any such liability, loss, damage, cost, or expense results from an act of negligence or willful misconduct by ARCADIS or its subcontractors.

8. SITE CONDITIONS

ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

FORA shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of FORA as to the location for such drilling or excavation.

Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20)

days after the first observance of the conditions.

**EXHIBIT E – RA - 040511
WORK AUTHORIZATION
NO. AUS-FORA-2011- RA-040511**

This Work Authorization is entered into by and between ARCADIS U.S. Inc. ("ARCADIS") and Fort Ord Reuse Authority ("FORA"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated April 25, 2011 (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

9. SITE SPECIFIC SCOPE OF SERVICES

Task RA - 040511 On-Call Services as Requested by FORA

Provision of on-call services as requested by FORA in support of projects proposed on the ESCA Remediation Project footprints. Initial services are expected to include:
can include but are not limited to:

- i. Construction Support – UXO Technician onsite or on-call construction support during project implementation as approved by FORA in accordance with the Administrative Order on Consent (AOC). Site Escorts may be provided to monitor site activities such as soil management. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- ii. Site Escorts – UXO or Site Escort to support field reconnaissance such as biological surveys, land surveying, and other non-intrusive activities. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iii. Field activities and costs associated with additional investigation that may be required as requested by FORA as result of construction related activities.
- iv. Technical services in support of project definition and review as requested by FORA.
- v. Meeting preparation, attendance and follow-up as requested by FORA.
- vi. Project administration, coordination, billing and reporting as needed.

Additional services to be authorized through subsequent work authorization(s) can include but are not limited to:

- vii. Site Documentation – preparation of site documentation in support of early site access in accordance with the AOC. These documents include preparation of:
 - a. Technical Memorandum: document site conditions, previous investigation and remediation activities to support proposed site construction activities.
 - b. Soil Management Plan – identify project activities and define soil management requirements, constraints and reporting.

- c. UXO Work Plan: Identify UXO support requirements and procedures for construction-related activities with respect to possible munitions and explosives of concern (MEC) finds under the existing roadway or within the limits of grading.
- d. Administrative Order on Consent (AOC) Partial Approval/Concurrence Letter in advance of Regulatory Site Closure: Request for Environmental Protection Agency (EPA) Region 9 with concurrence from State of California Department of Toxic Substances Control (DTSC) to make a preliminary finding that the project area has been adequately investigated and remediated, and is protective of human health and the environment. As outlined in the AOC between the regulators and FORA, the Former Fort Ord Army Base is a National Priorities List (NPL) site, and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements and obligations apply to the proposed project area.

FORA has entered into a Reimbursement Agreements with Monterey Downs Horse Park for ESCA Team Services to support a request to access ESCA properties. ARCADIS is to invoice FORA per FORA and Horse Park Reimbursement Agreement Number **RA - 040511**. FORA authorizes ARCADIS to perform the service(s) as outlined above or a portion thereof as direct by FORA, for a not-to-exceed amount of \$14,000.00.

FORA	ARCADIS
By:	By:
Title:	Title:
Date:	Date:

**EXHIBIT E – RA - 042011
WORK AUTHORIZATION
NO. AUS-FORA-2011-042011**

This Work Authorization is entered into by and between ARCADIS U.S. Inc. ("ARCADIS") and Fort Ord Reuse Authority ("FORA"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated April 25, 2011 (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

10. SITE SPECIFIC SCOPE OF SERVICES

Task RA - 042011 On-Call Services as Requested by FORA

Provision of on-call services as requested by FORA in support of projects proposed on the ESCA Remediation Project footprints. Initial services are expected to include:
can include but are not limited to:

- i. Construction Support – UXO Technician onsite or on-call construction support during project implementation as approved by FORA in accordance with the Administrative Order on Consent (AOC). Site Escorts may be provided to monitor site activities such as soil management. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- ii. Site Escorts – UXO or Site Escort to support field reconnaissance such as biological surveys, land surveying, and other non-intrusive activities. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iii. Field activities and costs associated with additional investigation that may be required as requested by FORA as result of construction related activities.
- iv. Technical services in support of project definition and review as requested by FORA.
- v. Meeting preparation, attendance and follow-up as requested by FORA.
- vi. Project administration, coordination, billing and reporting as needed.

Additional services to be authorized through subsequent work authorization(s) can include but are not limited to:

- vii. Site Documentation – preparation of site documentation in support of early site access in accordance with the AOC. These documents include preparation of:
 - a. Technical Memorandum: document site conditions, previous investigation and remediation activities to support proposed site construction activities.
 - b. Soil Management Plan – identify project activities and define soil management requirements, constraints and reporting.

- c. UXO Work Plan: Identify UXO support requirements and procedures for construction-related activities with respect to possible munitions and explosives of concern (MEC) finds under the existing roadway or within the limits of grading.
- d. Administrative Order on Consent (AOC) Partial Approval/Concurrence Letter in advance of Regulatory Site Closure: Request for Environmental Protection Agency (EPA) Region 9 with concurrence from State of California Department of Toxic Substances Control (DTSC) to make a preliminary finding that the project area has been adequately investigated and remediated, and is protective of human health and the environment. As outlined in the AOC between the regulators and FORA, the Former Fort Ord Army Base is a National Priorities List (NPL) site, and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements and obligations apply to the proposed project area.

FORA has entered into a Reimbursement Agreements with Monterey Peninsula College (MPC) for ESCA Team Services to support a request to access ESCA properties. ARCADIS is to invoice FORA per FORA and Horse Park Reimbursement Agreement Number **RA - 042011**. FORA authorizes ARCADIS to perform the service(s) as outlined above or a portion thereof as direct by FORA, for a not-to-exceed amount of \$10,000.00.

FORA	ARCADIS
By:	By:
Title:	Title:
Date:	Date:

Contract No. RA-042011

Agreement for Professional Services

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between Monterey Peninsula College (hereinafter referred to as "MPC") and the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter referred to as "FORA").

The parties agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, FORA shall provide MPC with services associated with Unexploded Ordnance (UXO) escorts as described in **ATTACHMENT "A."** Such services will be at the direction of MPC or their designee.

2. TERM. FORA shall commence work under this Agreement effective on April 20, 2011 and will diligently perform the work under this Agreement until April 20, 2012 or until the maximum amount of the compensation as noted below is reached. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.

3. COMPENSATION AND OUT-OF-POCKET EXPENSES. The overall maximum amount of compensation to FORA over the full term of this Agreement is not-to-exceed **\$12,000.00 Dollars (Twelve Thousand Dollars)** including out-of-pocket expenses without written consent of both parties. MPC shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**

MPC will reimburse FORA for all costs associated with the preparation review and approval of MPC UXO escort documents. FORA will coordinate the following services and billing at their contract rate plus 5% overhead to handle FORA accounting costs for UXO escorts.

4. FACILITIES AND EQUIPMENT. MPC facilities and service requirements are limited to the areas shown on the attached site map known as **ATTACHMENT "C."**

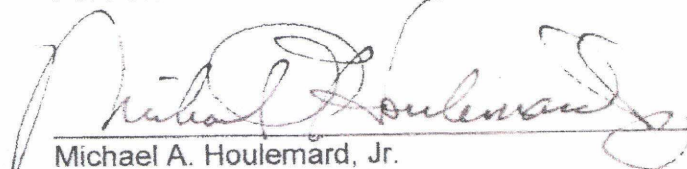
5. GENERAL PROVISIONS. The general provisions set forth in **ATTACHMENT "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.

6. ATTACHMENTS. All Attachments referred to herein are attached hereto and are by this reference incorporated herein.

- **ATTACHMENT "A"** – Scope of Services
- **ATTACHMENT "B"** – General Provisions
- **ATTACHMENT "C"** – Site Map

IN WITNESS WHEREOF, FORA and MPC execute this Agreement as follows:

For Fort Ord Reuse Authority


Michael A. Houlemard, Jr.
Executive Officer

Date: 4/25/11

For Monterey Peninsula College


Stephen Ma
Vice President for Administrative Services

Date: 4/27/2011

ATTACHMENT "A"

SCOPE OF SERVICES

This Scope of Services provides for FORA to assist MPC by providing the services and time of the FORA Real Property and Facilities Manager to accomplish the following:

- Provide MPC with UXO escorts on ESCA property for MPC's biological surveys; and
- Review of UXO escorts requirements to insure conformity with the FORA ESCA Program requirements.

FORA billings for the U.S. EPA and the ESCA Third-Party Quality Assurance professional services and the FORA Real Property and Facilities Manager's time shall be submitted monthly, at the first of the month for any work performed in the previous month.

FORA will provide the following services of the FORA Real Property and Facilities Manager at the rate of \$75.00 per hour.

- Participating in MPC UXO escorts meetings as required;
- Reviewing MPC UXO escorts documents and plans as required; and
- Reviewing MPC and their contractor's request to enter the FORA ESCA property as required.

FORA will coordinate the following services and billing at their contract rate plus 5% overhead to handle FORA accounting costs for UXO escorts.

ATTACHMENT "B"

GENERAL PROVISIONS

1. INDEPENDENT Contractor. At all times during the term of this Agreement, FORA shall be an independent Contractor and shall not be an employee of MPC. MPC's rights are limited to those specified in this Agreement.

2. TIME. FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA'S obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A."**

3. FORA NO AGENT. Except as MPC may specify in writing, FORA shall have no authority, express or implied to act on behalf of MPC in any capacity whatsoever as an agent. FORA shall have no authority, express or implied, pursuant to this Agreement, to bind MPC to any obligation whatsoever.

4. PERSONNEL. FORA shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MPC, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by FORA. FORA shall remove any such person immediately upon receiving notice from MPC of the desire of MPC for the removal of such person or person.

5. STANDARD OF PERFORMANCE. FORA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FORA is engaged in the geographical area in which FORA practices his profession. All products and services of whatsoever nature, which FORA delivers to MPC pursuant to this Agreement, shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in FORA's profession.

6. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of MPC.

7. PRODUCTS OF CONTRACTING. All completed work products of FORA, once accepted, shall be the property of MPC. MPC shall have the right to use the data and products for research and academic purposes.

8. INDEMNIFY AND HOLD HARMLESS. FORA and is to indemnify, defend, and hold harmless MPC, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for MPC in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of FORA to indemnify and hold harmless includes the duty to defend as set forth in *Section 2778 of the California Civil Code*. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless MPC, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of MPC if this provision is violated.

ATTACHMENT "C"

Monterey Peninsula College Biological Survey Site Map



Agreement for Professional Services

This Professional Services Agreement (hereinafter referred to as "Agreement") is by and between Monterey Downs, LLC (hereinafter referred to as "Monterey Downs") and the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter referred to as "FORA").

The parties agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, FORA shall provide Monterey Downs with Unexploded Ordnance ("UXO") services escort as described in **ATTACHMENT "A."** Such services will be at the direction of Monterey Downs or their designee.

2. TERM. FORA shall commence work under this Agreement effective on April 18, 2011 and will diligently perform the work under this Agreement until April 20, 2011 or until the maximum amount of the compensation as noted below is reached. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.

3. COMPENSATION AND OUT OF POCKET EXPENSES. The overall maximum amount of compensation to FORA over the full term of this Agreement is not-to-exceed **\$24,000 (Twenty Four Thousand Dollars)** including out-of-pocket expenses without written consent of both parties. Monterey Downs shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**

Monterey Downs will reimburse FORA for costs related to the preparation, review and approval of Monterey Downs Unexploded Ordnance (hereinafter referred to as "UXO") escort documents. FORA will coordinate the following services and billing at their contract rate plus 5% overhead to handle FORA accounting costs for UXO escorts.

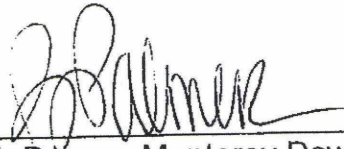
4. FACILITIES AND EQUIPMENT. Monterey Downs facilities and service requirements are limited to the areas shown on the attached site map known as **ATTACHMENT "C."**

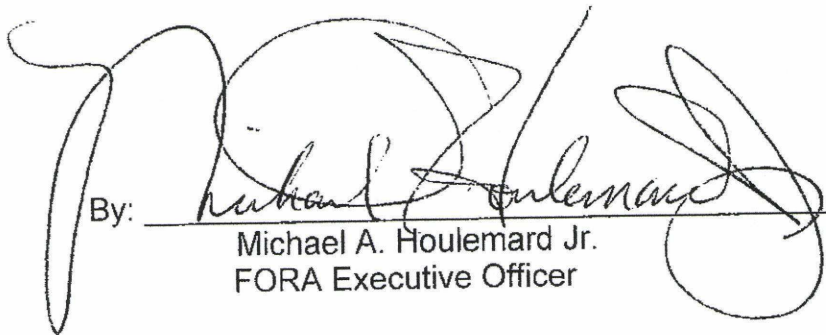
5. GENERAL PROVISIONS. The general provisions set forth in **ATTACHMENT "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.

6. ATTACHMENTS. All Attachments referred to herein are attached hereto and are by this reference incorporated herein.

- **ATTACHMENT A** – Scope of Services
- **ATTACHMENT B** – General Provisions
- **ATTACHMENT C** – Site Map

IN WITNESS WHEREOF, FORA and Monterey Downs execute this Agreement as follows:

By:  Date: 4-13-11
Beth Palmer, Monterey Downs, LLC

By:  Date: 4-15-11
Michael A. Houlemard Jr.
FORA Executive Officer

ATTACHMENT A

SCOPE OF SERVICES

This Scope of Services provides for FORA to provide Monterey Downs with the services of the FORA Real Property and Facilities Manager's time to assist Monterey Downs to:

- Review UXO escorts requirements to insure conformity with the FORA ESCA Program requirements; and
- Provide Monterey Downs with UXO escorts on ESCA property for Monterey Downs' biological surveys.

FORA billings for the United State Environmental Protection Agency (hereinafter referred to as "U.S. EPA") and the FORA Third-Party Quality Assurance Professional Services and the FORA Real Property and Facilities Manager's time shall be submitted monthly at the first of the month for any work performed in the previous month.

FORA will provide the following services of the FORA Real Property and Facilities Manager at the rate of \$75 per hour.

- Participating in Monterey Downs UXO escorts meetings as required;
- Reviewing Monterey Downs UXO escort documents and plans as required; and
- Reviewing Monterey Downs and their contractors' request to enter the FORA ESCA property as required.

GENERAL PROVISIONS

1. INDEPENDENT Contractor. At all times during the term of this Agreement, FORA shall be an independent Contractor and shall not be an employee of Monterey Downs. Monterey Downs' rights are limited to those specified in this Agreement.

2. TIME. FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA'S obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A"**.

3. FORA NO AGENT. Except as Monterey Downs may specify in writing, FORA shall have no authority, express or implied to act on behalf of Monterey Downs in any capacity whatsoever as an agent. FORA shall have no authority, express or implied, pursuant to this Agreement, to bind Monterey Downs to any obligation whatsoever.

4. PERSONNEL. FORA shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Monterey Downs Water, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by FORA. FORA shall remove any such person immediately upon receiving notice from Monterey Downs of the desire of Monterey Downs for the removal of such person or person.

5. STANDARD OF PERFORMANCE. FORA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FORA is engaged in the geographical area in which FORA practices his profession. All products and services of whatsoever nature, which FORA delivers to Monterey Downs pursuant to this Agreement, shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in FORA'S profession.

6. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of Monterey Downs.

7. PRODUCTS OF CONTRACTING. All completed work products of FORA, once accepted, shall be the property of Monterey Downs. Monterey Downs shall have the right to use the data and products for research and academic purposes.

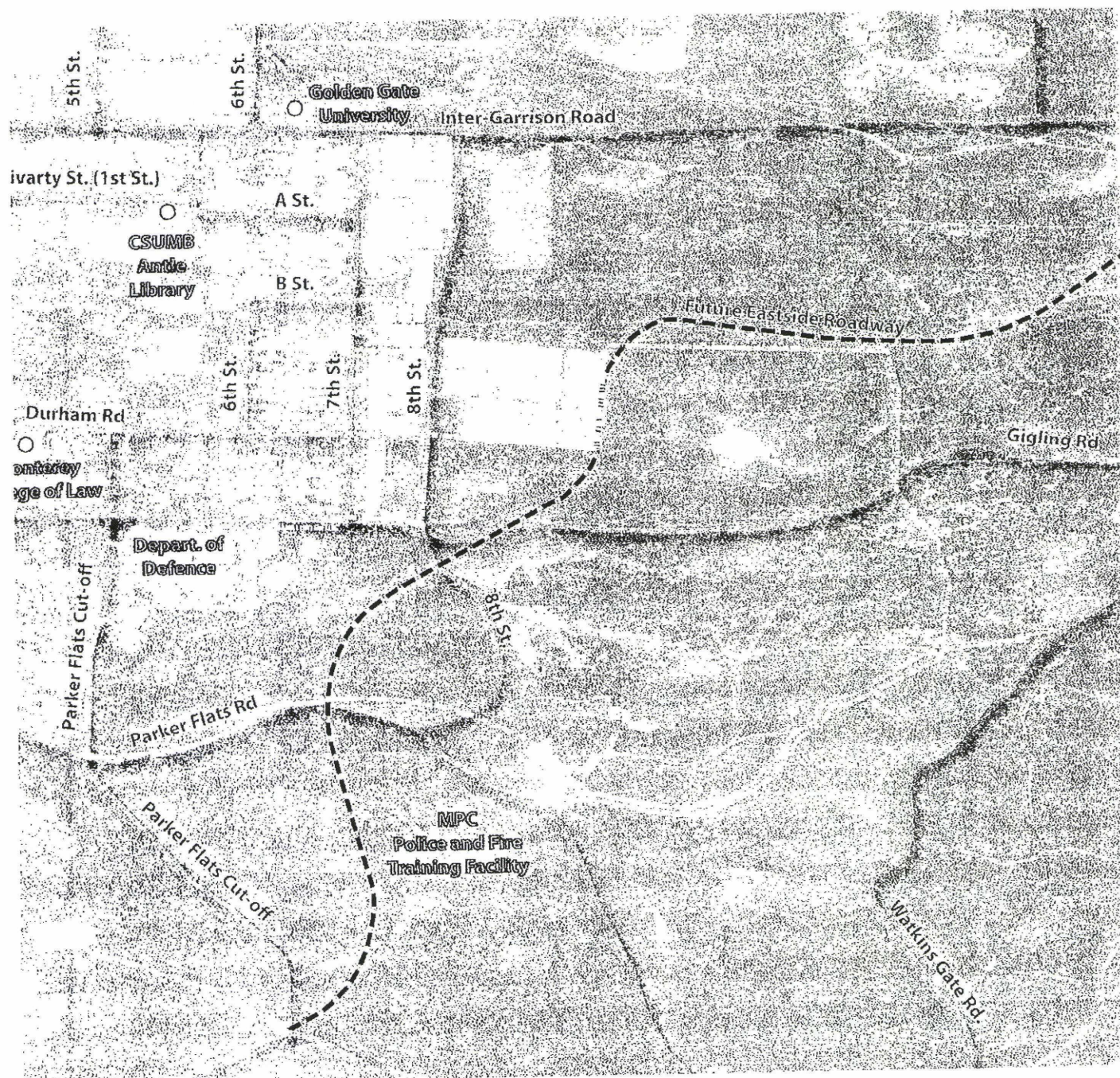
8. INDEMNIFY AND HOLD HARMLESS. FORA is to indemnify, defend, and hold harmless Monterey Downs, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for Monterey Downs in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of FORA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless Monterey Downs, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of Monterey Downs if this provision is violated.

Monterey Downs Biological Survey Site Map



Biological survey access area outline in yellow

FORT ORD REUSE AUTHORITY BOARD REPORT**OLD BUSINESS****Subject:** Capital Improvement Program Review**Meeting Date:** May 13, 2011**Agenda Number:** 8d**INFORMATION/ACTION****RECOMMENDATION(S):**

- i. Adopt Resolution 11-02 to implement the Fort Ord Reuse Authority ("FORA") Community Facilities District ("CFD") Special Tax and Base-wide Development Fee adjustment (**Attachment A**).
- ii. Review and adopt policy changes necessary to implement the fee adjustment described in **Attachment B**.
- iii. Authorize the Executive Officer to enter into a third contract amendment with Economic and Planning Systems, Inc. ("EPS"), not to exceed \$105,285, to implement the Phase II study (**Attachment C**).
- iv. Receive a presentation regarding the Draft FY 11-12 Capital Improvement Program ("CIP").

BACKGROUND:

On July 9, 2010, the FORA Board directed staff to implement a CIP work plan timeline to conduct a review of CIP obligations and resources during a six-month period and provide monthly updates. The project was successfully completed by the January 2011 target. However, at the January, February, and March meetings, the Board requested additional information and received answers to specific questions. The Board adjusted the budgetary authority accordingly in January and April to allow EPS to provide supplemental information. During the April 8, 2011 meeting, the Board: 1) received a presentation from the Transportation Agency for Monterey County ("TAMC") regarding their analysis of FORA's Transportation and Transit phasing, 2) received an EPS presentation responding to questions raised at the March Board meeting, 3) received information regarding benefits and impacts of a fee reduction, 4) directed staff to prepare documents and/or policy revisions necessary to a) approve a fee reduction to \$33,700 through the life of FORA at the May Board meeting and b) implement accompanying policy adjustments, and 5) directed staff to work with EPS on a third contract amendment for approval at the May Board meeting, which would implement a Phase II CIP review.

EPS has been the principal consultant from the inception of the project. David Zehnder is the Managing Principal and Jamie Gomes is the Principal. Each have recent experience with California municipalities and county organizations reviewing CIP obligations and fee structures. Over the last nine months, EPS completed updated development forecasts, a preliminary CIP analysis, a cost-burden analysis, a draft summary report on the CIP, a draft final report, four powerpoint presentations to the Board, and three additional reports in response to Board member questions.

Concurrent with EPS's work, FORA staff reviewed its CIP funding sources to ensure accuracy and TAMC has reviewed phasing of FORA's CIP transportation project expenditures to coordinate regional transportation planning efforts.

DISCUSSION:

To implement an across the board FORA fee reduction from \$46,205 to \$33,700 (also referred to as Option 2C), the Board would need to adopt resolution 11-02. In addition to adopting the resolution, a number of modifications must be made to the FORA CIP document to carry out the Board's direction. These modifications are described in **Attachment B** and will be reflected in the updated FY 2011-12 CIP document presented to the Board at its June meeting.

FISCAL IMPACT:

Reviewed by FORA Controller 

\$80,000 of the \$105,285 contract amendment number three is included in the approved FY 10-11 budget. \$25,285 of contract amendment number three will be included in the FY 11-12 budget, which is scheduled for adoption at the June Board meeting. The funding for this contract amendment is derived from the FORA CFD Special Tax.

COORDINATION:

Administrative Committee, CIP Committee, Executive Committee, development teams, Building Industry Association of the Bay Area, Development Planning & Financing Group, Inc., TAMC, and EPS.

Prepared by


Jonathan Garcia

Reviewed by


Steve Endsley

Approved by


Michael A. Houlemard, Jr.

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Attachment A to Item 8d
FORA Board Meeting 5/13/11

Resolution 11-02

Resolution of the Fort Ord Reuse)
Authority Board amending the)
Fort Ord Reuse Authority Basewide)
Development Fee Policy to adjust)
Community Facilities District Special)
Tax Rates and the Basewide Development)
Fee Schedule.)

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

- A. Government Code section 67679(e) authorizes the Fort Ord Reuse Authority (hereinafter referred to as "Authority") Board of Directors (hereinafter referred to as "Board") to levy development fees on a development project within the area of the base in compliance with Government Code section 66000, *et seq.* The section stipulates that "No local agency shall issue any building permit for any development within the area of the former Fort Ord until the Board has certified that all development fees have been paid."
- B. The Authority Board adopted Resolution 99-1 to establish Basewide Developer Fees (hereinafter referred to as "Basewide Fee Policy") for all of the former Fort Ord area primarily to pay for basewide obligations intended to mitigate the costs associated with the impact of development of the Fort Ord territory. The basewide public facilities are identified in the Base Reuse Plan and the Public Facilities Improvement Plan and are annually approved by the Board as part of the Board's adopted Capital Improvement Plan (hereinafter referred to as "CIP"), in particular the transportation, habitat management and other impacts caused by development as identified in the Final Environmental Impact Report, adopted by this Board on June 13, 1997.
- C. On January 18, 2002, the Authority Board adopted Resolution No. 02-1 establishing the Fort Ord Reuse Authority Basewide Community Facilities District (hereinafter referred to as the "CFD") under State Law that approved a rate and method of apportionment of special taxes (the "RMA") and provided for the levy of special taxes (the "Special Taxes") on real property in selected areas of the former Fort Ord, and, on October 14, 2005, the Authority Board adopted Resolution No. 05-15, which effectively amended the RMA for the CFD in 2005 in order to provide a special tax structure that would encourage and benefit the development of affordable and workforce housing.
- D. The Board has heard testimony from professional consultants, affected businesses, and community representatives to reduce or eliminate certain CIP

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contingent expenses, moving selected CIP line items from voluntary to obligatory, continuing past CIP fund source policies, and to make an adjustment in the maximum Special Taxes for the CFD and the Fee Policy.

- E. The purpose of this Resolution is to amend Resolution 99-1 and to provide for levies of Special Taxes in the CFD at rates lower than the authorized maximum Special Tax rates in the RMA in order to lower the fees charged to, and the Special Taxes levied on, development occurring on the former Fort Ord, while maintaining the financial resources to meet the Authority's mitigation measure and basewide expense obligations and to sustain parity between the Special Taxes levied within the CFD and the fees charged in the non-CFD areas.
- F. Section 6.01.010 of the Authority Master Resolution provides that all fees, penalties, refunds, reimbursements and charges imposed by the Authority may be adopted by resolution and amended by the Board. In addition, the Authority has entered into separate Implementation Agreements with each of its member land use jurisdictions. Those Agreements require all development projects to pay their fair share of the Authority's costs to mitigate development impacts. The Authority Board has approved further agreements with individual jurisdictions and/or their developers to carry out the Implementation Agreements and the other authoritative documents cited in this Resolution.
- G. The Board's annually approved CIP lists each project for which the fee is to be used and accompanying text describing the need for the project. The fees included in Table 1 have been studied by the Authority during the analysis and testimony received by the Board at its February, March and April 2011 meetings, and other business and financing plans commissioned by the Board.
- H. The fees and Special Tax rates listed in Table 1 reflect proportional 27% reductions for the July 1, 2011 fiscal year from the July 1, 2010 fiscal year. There is a reasonable relationship between the need for the public projects included in the CIP and the type of development project on which the development fee or Special Tax is imposed. There is also a reasonable relationship between the amount of the development fee or Special Tax and the cost of the public projects attributable to the development on which the fee or Special Tax is imposed and the Board has determined that the fee and Special Tax structure will continue to provide sufficient fees and Special Taxes to meet its State Law obligations and basewide expenses.
- I. The Authority will conform with Government Code Section 66001 which requires the Authority to do the following before adopting or amending a development impact fee:
 - 1. Account for and expend the fees.
 - 2. For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, make all of the following findings with

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respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- i. Identify the purpose of the fee (as described in "E." above).
- ii. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements listed in the CIP.
- iii. Designate the approximate dates on which the funding necessary to complete the project is expected to be deposited into the appropriate account or fund serving the CIP.

- J. Any development impact fee so adopted shall be effective July 1, 2011, but in no case no sooner than 60 days following the final action on the adoption.

NOW THEREFORE the Board hereby resolves as follows:

1. That the Fort Ord Reuse Authority shall amend its CFD Special Tax and the Basewide Development Fee in the amounts listed for each type of development in the attached fee schedule (Table 1) and shall hereafter levy Special Taxes at the maximum Special Tax rates in the attached schedule (Table 1).
2. That this Basewide Development fee schedule and CFD maximum Special Tax schedule and shall be fixed to the CFD maximum Special Tax rates and indexed in the same manner on July 1st of every year as evidenced in the attached Table 1 – Taxable Property Classifications and Maximum Development Fee Rates.
3. The amended Development Fees shall become effective on July 1, 2011. The revised maximum Special Tax rates shall become effective for Special Tax levies commencing in Fiscal Year 2011-12, and shall remain in effect (adjusted annually as described in Section 2 above), until the Authority Board takes further action, if any, to again alter the maximum Special Tax rates for the CFD.
4. Proceeds of Development Fees and Special Tax levies shall be appropriately segregated through use of generally accepted government fund accounting methods according to the Board's adopted Capital Improvement Program budget as provided for in section B and G of this resolution.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed on this 13th day of May, 2011, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

I, Supervisor Dave Potter, Chair of the Board of Directors of the Fort Ord Reuse Authority in the County of Monterey, State of California, hereby certify that the

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foregoing is a true copy of an original order of the said Board of Directors duly made and entered under Item ___, Page ___, of the Board meeting minutes of _____, 2011 thereof, which are kept in the Minute Book resident in the offices of the Fort Ord Reuse Authority.

DATED _____

BY _____

Dave Potter
Chair, Board of Directors
Fort Ord Reuse Authority

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**TABLE 1 – TAXABLE PROPERTY CLASSIFICATIONS AND
MAXIMUM DEVELOPMENT FEE RATES**
(Figures as of July 1, 2011)

PROPERTY CLASSIFICATION	Maximum Development Fee Rates (One-time Development Fee Payments)
Undeveloped Property	\$ - 0 -
Developed Property	
New Residential	\$ 33,700 / Dwelling Unit
Existing Residential	\$ 10,132 / Dwelling Unit
Office	\$ 4,417 / Acre
Industrial	\$ 4,417 / Acre
Retail	\$ 91,086 / Acre
Hotel	\$ 7,515 / Room

On July 1, commencing July 1, 2012, the Maximum Development Fee 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 Construction Cost Index applicable to the area in which the fee overlay is located (or, if such index is no longer published, a substantially equivalent index selected by the Development Fee Administrator)

**TABLE 1 – TAXABLE PROPERTY CLASSIFICATIONS AND
MAXIMUM SPECIAL TAX RATES**
(Figures as of July 1, 2011)

PROPERTY CLASSIFICATION	Maximum Special Tax Rates (One-time Special Tax Payments)
Undeveloped Property	\$ - 0 -
Developed Property	
New Residential	\$ 33,700 / Dwelling Unit
Existing Residential	\$ 10,132 / Dwelling Unit
Office	\$ 4,417 / Acre
Industrial	\$ 4,417 / Acre
Retail	\$ 91,086 / Acre
Hotel	\$ 7,515 / Room

On July 1, commencing July 1, 2012, 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 Construction Cost Index 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)

List of policy changes as a result of the FORA Board CIP Review Action on April 8th, 2011:

1. Amend FORA CIP contingency to describe a line item for "Additional Transportation Costs" equal to 15% of total transportation CIP (approximately \$17.4 million). If Additional Transportation Costs occur, likely categories would include: MEC construction support, Soil Management Plans, ROW Acquisition & CEQA/CESA/NEPA mitigations, FORA CIP shortfalls & unknown subsurface conditions, and Other Capital Improvements
2. Amend FORA CIP contingency to describe a line item for "Additional Habitat Management Costs" equal to 50% increase over existing \$35 million HCP endowment cost estimate (\$17.5 million), based on revised endowment investment return calculations (3% payout rate vs. 4.5% payout rate).
3. Amend FORA CIP to reflect a \$12.2 million loan from land sales being repaid with CFD fees on annual basis.
4. Amend FORA Board policy of dedicating land sales revenue to basewide building removal costs to allow \$12.2 million in land sales loan repayments to go towards "Jurisdictions' Property Maintenance and Management Costs," if such costs are demonstrated.
5. Amend FORA CIP expenditure categories to describe a line item for "Jurisdiction Property Maintenance and Management Costs," totaling \$12.2 million in expenditures.
6. Amend FORA CIP contingency to describe a line item for "Utilities and Storm Drainage Costs" equal to \$3.5 million.

7. Amend FORA CIP contingency to describe a line item for "Other Costs" equal to \$3 million.
8. Amend FORA CIP contingency to relocate a line item for "Additional Water Augmentation Costs" to the CIP project expenditures (Approximately \$20.8 million).
9. Amend FORA CIP contingency to eliminate line items for "CEQA mitigations from BRP Review" and "Financing Costs."
10. Amend FORA CIP revenue projections to eliminate assumption that 1,100 dwelling units will qualify for Tiers 1, 2, and 3 fee reductions.
11. FORA Board adopts an across the board 27% CFD special tax reduction and an across the board 27% FORA Development Fee reduction, effective July 1, 2011 (as may be indexed according to the annual Construction Cost Index ("CCI") published by the Engineering News Record ("ENR")).

It is noted that all of these items were reviewed by Authority Counsel and District Counsel and that the fee and special tax reductions are statutorily exempt as they do not alter the California Environmental Quality Act ("CEQA") actions previously taken by the FORA Board and do not hinder FORA's ability to do the mitigations it has agreed to do under CEQA

Fort Ord Reuse Authority Capital Improvement Program Review: Phase II Scope of Work (EPS Portion)

Project Approach

Economic & Planning Systems, Inc., (EPS) appreciates the opportunity to evaluate mid- and long-term financing strategies pertaining to the buildout of the former Fort Ord Army Base.

Based on Phase I consideration of expected development, associated capital and operations costs, and policy implications, Phase II will provide for a full evaluation of all potential funding sources, will confirm the timing and nature of major funding requirements, and will reduce uncertainty created by open-ended issues such as Habitat Conservation Plan (HCP) funding, potential State budget impacts on tax increment, and other considerations.

The approach and scope of work described herein represents that portion of the overall Scope of Work developed by Fort Ord Reuse Authority (FORA) staff that would be assigned to EPS as a primary contributor. FORA staff will be critical in overseeing and contributing to all aspects of this proposed work and will be taking the lead in several critical tasks, including consideration of legislative or ministerial actions to enact/determine a FORA extension or transition. FORA staff will also play a critically important role in working with EPS as recommendations regarding the matching of funding sources to costs are developed.

This Phase II approach seeks to facilitate a stable and predictable development and investment environment on Fort Ord. This can be achieved by providing additional certainty regarding the mix of revenues funding key FORA capital and operational responsibilities to be carried out during the buildout of Fort Ord. This effort is predicated on a commitment by the FORA Board to begin the process of extending FORA or designating its successor agency.

The approach described in the Scope of Work below assumes the extension of FORA over a designated period of time. Although the form and function of FORA may maintain consistency with its current structure, the mix of revenue sources assigned to particular cost categories may be modified as necessary or appropriate. Any such recommended modifications would be done for purposes of formulating the most effective approach to facilitating completion of the Base Reuse Plan, ensuring the satisfaction of CEQA mitigation measures and other key responsibilities.

An optional task relating to other organizational options is also provided, in the event the Board seeks input on the topic as part of this effort.

Throughout the Scope of Work, it is recognized that many tasks can be initiated immediately, while other tasks are more efficiently conducted at a later point in time (e.g., 6 months or more in the future). Throughout the Scope of Work and the attached Project Budget, individual tasks are assigned a designation for "Initial" tasks, assumed to be conducted within the next 4 to 6 months, and "Subsequent" tasks, expected to be conducted during months 6 through 12, with specific timing informed through ongoing guidance by FORA staff. In some cases, both Initial and Subsequent review is appropriate—unless otherwise indicated it should be assumed that an "Initial/Subsequent" designation denotes a 50/50 split between near-term and longer term

efforts, where initial effort can contribute to developing a strategic outline, and follow-up efforts can be timed to allow for resolution of market, legislative, and other lingering unknowns.

It is assumed that EPS will provide progress updates to the Administrative Committee on a monthly basis, and the FORA Board will be briefed once every third month through completion of all tasks.

Scope of Work

Task 1: FORA Continuation Period Outlook

Task 1.1: Overview of FORA Responsibilities Disposition (Initial Task)

This task is structured to review the comprehensive set of responsibilities FORA is responsible for and to begin the process of evaluating potential approaches to disseminating or retiring (completing) these responsibilities before the revised sunset date for the agency. Specific steps include these:

- Project initiation meeting with FORA staff.
- Focused meetings (BIA, jurisdictions, TAMC, others) arrayed over two-day period to take input.
- Outline baseline assumptions regarding probable "responsibility retirement" (i.e., how each responsibility will be resolved).

Task 1.2: Refined Development Outlook and FORA Extension Timeline (Subsequent Task)

- Revise development projections based on any additional information, including market changes, since completion of Phase I study.
- Discuss implications for major capital projects, operations and management, FORA policies (e.g., affordable housing), and other related issues.
- Coordinate with FORA staff to clarify probable timeline for extension and/or modifications to agency type/structure.

Task 2: FORA Buildout Cost Expectations

Task 2.1: Probable Costs by Category

- Meet with FORA engineering staff to discuss capital costs and potential issues/uncertainties (Subsequent Task).
- Meet with TAMC staff to discuss concerns/issues surrounding transportation project costs, timelines, etc., relative to development expectations (Subsequent Task).
- Meet with FORA staff to determine levels of ongoing administrative activity, staffing, etc. (Subsequent Task).
- Assist FORA staff in reviewing annual HCP costs. This may involve up to two meetings with regulatory agencies and other stakeholders (e.g., UCSC, others) (Initial Task).

- Review status of building deconstruction program by jurisdiction and related cost estimates (Subsequent Task).
- Identify potential areas of refinement and recommend any engineering review(s) of unit costs (Subsequent Task).

Task 2.2: Probable Cost Timeline

- Establish working assumptions for timing of above-referenced capital and operations costs (Subsequent Task).

Task 3: FORA Buildout Revenue Projections

Task 3.1: Land Sale Projection

- Work with FORA staff to summarize key elements of available public-private agreements related to planned projects to understand revenue sharing arrangements (Initial Task).
- Review available developer financial feasibility analyses and supporting market information (25% Initial/75% Subsequent).
- Conduct targeted, supplemental market analysis as necessary to confirm revenue assumptions and understand development risks (Optional task as needed).
- Identify and test key variables driving residual land value through supplemental pro forma sensitivity analyses (Optional task as needed).
- Establish probable range of land sale revenues through buildout (Initial/Subsequent).

Task 3.2: Tax Increment Projection

- Obtain legislative update to understand likely adjustments to tax increment formula (Initial Task).
- Identify range of plausible outcomes (e.g., potential for discounted revenue related to State budget crisis) (Initial Task).
- Model projected tax increment based on policy assumptions, development outlook, and probable development values (Initial/Subsequent).

Task 3.3: CFD Special Tax Projection

- Apply revised one-time CFD special tax rate to projected development based on revised development assumptions (Subsequent Task).

Task 3.4: Grants, Dues, and Other Revenue Sources

- Work with FORA staff (lead role) to identify probable revenue and make projections (Initial Task).

Task 3.5: Summary of Revenue Outlook (Initial/Subsequent)

- Coordinate with FORA staff to develop comprehensive projection of base-wide revenue available to fund capital and operations.

- Initially, based on current policies, assign revenues to cost categories to evaluate approximate funding surplus/deficit by cost category (note that tax increment projections may need to be substantially discounted to reflect ongoing uncertainty).
- Issues identification - potential approaches toward CIP sources and uses modifications.

Task 4: Revenue Allocation Options

Task 4.1: Recommended Capital and Operations Funding Mix (up to three scenarios) (Subsequent Task)

- Develop options for optimizing CIP sources and uses (two scenarios).
- Evaluate sources and uses related to non-CIP activities (e.g., FORA operations, building deconstruction, other) to provide comprehensive outlook.

Task 4.2: HCP Funding Options, Negotiations, and Approach (Initial Task)

EPS would work directly with FORA staff in developing potential financing solutions. This technical support work will support FORA's efforts in communicating with and coordinating between the following parties within the established hourly allocation established in the project budget:

1. FORA staff and legislative bodies.
2. FORA's HCP consultant (ICF).
3. United States Fish and Wildlife Service (USFWS).
4. California Department of Fish and Game (CDFG).

Based on annual operating cost information provided by FORA and/or by FORA's HCP consultant, EPS will review and advise on the overall mix of funding mechanisms, timing of investment and resulting annual cash flow required to fund HCP operations and maintenance costs, including the following tasks:

- Evaluation of endowment creation and required rates of return.
- Assistance to FORA staff and ICF in the completion of technical analysis for the HCP financing strategy.
- Preparation of memoranda summarizing the technical analysis.
- Participation in up to two on-site meetings with FORA staff or legislative bodies (e.g., Administrative Committee or Board).

The financing strategy will consider, but not be limited to, the following types of funding mechanisms:

- HCP Endowment.
- HCP Endowment capitalized over time.
- Land secured financing district funding (e.g., Mello Roos CFD).

- Other ongoing revenue streams (e.g., real property transfer tax).

Finally, as necessary and appropriate, EPS will assist FORA staff in the preparation of an RFQ for candidate endowment funds, assist in the selection of a preferred entity, and facilitate communications around CDFG certification.

Task 4.3: Recommended Overall Funding Mix (Subsequent Task)

- Identify optimized approach Based on refined development, revenue, and cost outlook.
- Conduct opportunities and constraints analysis associated with potential adjustments to current practices.
- Conduct comprehensive jurisdictional risk assessment related to any proposed changes to funding approach.
- Evaluate probable impacts on development feasibility and timing related to each approach.
- Conduct one-on-one stakeholder meetings (two days of concentrated sessions).
- Refine recommended approach based on AC and FORA Board direction.
- Work with FORA staff to characterize potential implications for affordable housing, building deconstruction, FORA operations, and potential effects on jurisdictions and related agencies.

Task 5: Alternative Governance Models and Implications for Funding Strategy (optional task, timing TBD)

This task is optional and should be further specified as needed, once more specific information becomes available. Potential subtasks might include those detailed below.

Task 5.1: Base Reuse Governance Case Studies

Task 5.2: Options for Fort Ord

Task 5.3: Implications for Funding Approach and Next Steps

Table 1
FORA CIP Review Phase II (EPS Portion)
Proposed Budget Estimate

Task/Description	Managing Principal Zehnder	EPS Staff				Research Analyst	Production Staff	Staff Cost Subtotal	Direct Costs [1]	Grand Total	Initial		Subsequent	
		Principal Gomes	Associate								%	Amt	%	Amt
Task 1: FORA Continuation Period Outlook														
Subtask 1.1: Responsibilities Disposition	6	6	4	4	0	0	1	\$3,715	\$0	\$3,715	100%	3,715	0%	0
Subtask 1.2: Development/FORA Outlook	8	4	0	0	1	1	1	\$3,265	\$250	\$3,515	0%	0	100%	3,515
Total Task 1: FORA Continuation Period Outlook	14	10	4	4	1	1	2	\$6,980	\$250	\$7,230		\$3,715		\$3,515
Task 2: Basewide Buildout Cost Expectations														
Subtask 2.1: Probable Costs by Category	14	8	0	0	1	1	1	\$5,835	\$250	\$6,085	40%	2,434	60%	3,651
Subtask 2.2: Probable Cost Timeline	4	8	0	0	0	0	1	\$3,095	\$0	\$3,095	0%	0	100%	3,095
Total Task 2: Basewide Buildout Cost Expectations	18	16	0	0	1	1	2	\$8,930	\$250	\$9,180		\$2,434		\$6,746
Task 3: Basewide Buildout Revenue Projections														
Subtask 3.1: Land Sale Projection	8	14	8	8	6	6	2	\$7,400	\$250	\$7,650	50%	3,825	50%	3,825
Subtask 3.2: Tax Increment Projection	4	12	28	28	0	0	2	\$8,210	\$0	\$8,210	75%	6,158	25%	2,053
Subtask 3.3: CFD Special Tax Projection	2	2	4	4	0	0	1	\$1,675	\$0	\$1,675	0%	0	100%	1,675
Subtask 3.4: Other Revenues Projection	2	2	2	2	0	0	1	\$1,385	\$0	\$1,385	100%	1,385	0%	0
Subtask 3.5: Summary of Revenue Outlook	6	12	18	18	1	1	2	\$7,380	\$0	\$7,380	50%	3,690	50%	3,690
Total Task 3: Basewide Buildout Revenue Projections	22	42	60	60	7	7	8	\$26,050	\$250	\$26,300		\$15,058		\$11,243
Task 4: Basewide Buildout Revenue Projections														
Subtask 4.1: Funding Mix Scenarios	12	20	8	8	2	2	2	\$9,570	\$250	\$9,820	0%	0	100%	9,820
Subtask 4.2: HCP Options & Negotiations	20	30	30	30	0	0	2	\$17,150	\$500	\$17,650	100%	17,650	0%	0
Subtask 4.3: Overall Funding Recommendations	12	20	0	0	2	2	1	\$8,335	\$0	\$8,335	0%	0	100%	8,335
Total Task 4: Basewide Buildout Revenue Projections	44	70	38	38	4	4	5	\$35,055	\$750	\$35,805		\$17,650		\$18,155
Presentations														
Administrative Committee (6)	48	20	0	0	2	2	1	\$17,875	\$1,500	\$19,375	50%	9,688	50%	9,688
FORA Board (2)	18	8	0	0	1	1	1	\$6,895	\$500	\$7,395	50%	3,698	50%	3,698
Total Presentations	66	28	0	0	3	3	2	\$24,770	\$2,000	\$26,770		\$13,385		\$13,385
Total Task Hours	164	166	102	102	16	16	19							
Hourly Billing Rates [2]	\$265	\$245	\$145	\$145	\$90	\$90	\$75							
Total Project Costs	\$43,460	\$40,670	\$14,790	\$14,790	\$1,440	\$1,440	\$1,425	\$101,785	\$3,500	\$105,285		\$52,242		\$53,044

[1] Direct costs include costs related to travel, acquiring data, mileage, reproduction, and other non-staff costs.

[2] Billing rates shown are applicable during calendar year 2011 and are subject to change annually.

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FORT ORD REUSE AUTHORITY BOARD REPORT**OLD BUSINESS**

Subject:	Office of Economic Adjustment grant – presentation	
Meeting Date:	May 13, 2011	ACTION
Agenda Number:	8e	

RECOMMENDATION(S):

- i. Receive a presentation from Whitson Engineers regarding their work on the Office of Economic Adjustment ("OEA") grant and
- ii. Accept OEA grant deliverables completed by Whitson Engineers and their sub-consultants.

BACKGROUND/DISCUSSION:

In January 2010, FORA received a \$460,000 grant award from OEA to conduct California Central Coast Veterans Cemetery Infrastructure Planning. This grant has accomplished essential infrastructure planning and coordinated efforts by local, state, and national government to complete the veterans cemetery on former Fort Ord.

In early 2010, FORA conducted a consultant selection Request for Qualifications/Request for Proposals ("RFQ/RFP") process for completion of all grant award tasks, except for task 6 – the budget document. At its May 2010 meeting, the Board authorized the Executive Officer to enter into a contract with Whitson Engineers, the recommended consultant from this process.

Additionally, FORA identified the California Department of Veterans Affairs ("CDVA") as being uniquely qualified to complete task 6 (\$45,000 designated in the OEA grant award) because of their experience in completing a budget document for the Northern California State Veterans Cemetery. After receiving Board authorization in October 2010, FORA entered into a memorandum of understanding ("MOU") with CDVA to complete this task.

Staff recommends that the Board accept deliverables completed by Whitson Engineers and their sub-consultants under grant award tasks 1-5 and 7. This action would assist FORA and other entities to use these documents in the design phase of the Veterans Cemetery, Eastside Parkway, and other adjacent projects. These deliverables are further described in the consultants' presentation and staff can make these documents available to Board members and members of the public in PDF format upon request. These documents are not included as attachments to this report in an effort to conserve paper resources.

FISCAL IMPACT:

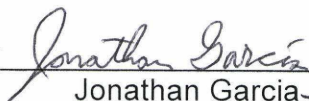
Reviewed by FORA Controller 

The Veterans Cemetery consultant contract with Whitson Engineers and FORA-CDVA MOU are funded by the OEA grant award.

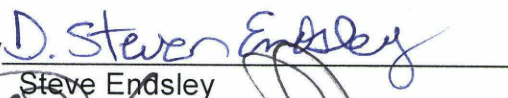
COORDINATION:

Authority Counsel, CDVA, Administrative and Executive Committees.

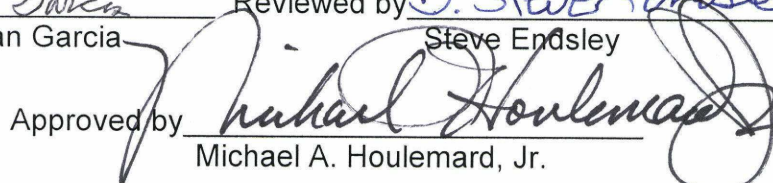
Prepared by


Jonathan Garcia

Reviewed by


Steve Endsley

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT**OLD BUSINESS**

Subject:	Habitat Conservation Plan – status report	
Meeting Date:	May 13, 2011	ACTION
Agenda Number:	8f	

RECOMMENDATION(S):

- i. Receive a status report regarding the Habitat Conservation Plan (“HCP”) and State of California 2081 Incidental Take Permit (“2081 permit”) preparation process.
- ii. Authorize the Executive Officer to execute amendment number four to the ICF International contract, not to exceed \$135,700, to complete Draft HCP document revisions and a public review draft in the next twelve months (**Attachment A**).

BACKGROUND/DISCUSSION:

The Fort Ord Reuse Authority (“FORA”), with the support of its member jurisdictions and consultant team, is on a path to receive approval of a completed basewide HCP and 2081 permit in 2013, concluding with the US Fish and Wildlife Service (“USFWS”) and California Department of Fish and Game (“CDFG”) issuing crucial federal and state permits.

ICF International (formerly Jones & Stokes), FORA’s HCP consultant, completed a pre-public administrative draft HCP on December 4, 2009. FORA member jurisdictions completed a comment and review period, which ended February 26, 2010. At this time, USFWS has commented on all draft HCP sections, while CDFG has only submitted comments on the new outline for section five Conservation Strategy.

On January 24, 2011, Chair/Supervisor Dave Potter, Executive Officer Michael A. Houlemard, Jr., Acting Assistant Executive Officer Steve Endsley, and Authority Counsel Jerry Bowden met with John Laird, the Natural Resources Secretary, in Sacramento. During the meeting, FORA legislative representatives described the year-long delay in CDFG’s review of the draft HCP and requested immediate feedback and a commitment to meeting HCP approval schedule milestones. CDFG has been more engaged in the process since this time. However, CDFG staff recently communicated they would not be able to meet a deadline to submit comments by the end of April. Executive Officer Houlemard and Senior Planner Jonathan Garcia met with Secretary Laird, Deputy Secretary Todd Ferrara, and Chief Deputy Director of CDFG Kevin Hunting to discuss the schedule. The result was that CDFG admitted that they would be delayed in meeting this schedule milestone, but reaffirmed their commitments.

In addition to holding parties to the HCP schedule, FORA staff and consultants are working on: 1) Allowing Permittees to include the Monterey Ornate Shrew as a covered species, 2) Identifying and certifying an endowment holder that can guarantee an acceptable earnings rate for the HCP endowment, and 3) holding regular conference call meetings with ICF International, Denise Duffy & Associates, USFWS, and CDFG. FORA has made significant headway in addressing USFWS comments to reorganize/rewrite section five Conservation Strategy, section nine Funding, and appendix M Cost Model. Due to the level of consultant work required to

address Wildlife Agency comments and produce a public review draft HCP in twelve months, FORA recommends Board approval of ICF International contract amendment number four. Increased costs are a direct result of formatting requirements imposed by USFWS to ensure smooth and successful processing of the HCP.

FISCAL IMPACT:

Reviewed by FORA Controller 

ICF International and Denise Duffy and Associates' (FORA's NEPA/CEQA consultant) contracts have been funded through FORA's annual budgets to accomplish HCP preparation. Funding for ICF International contract amendment number four, not to exceed \$135,700, is included in the approved FY 10-11 budget.

COORDINATION:

Executive Committee, Administrative Committee, Legislative Committee, HCP working group, HCP Permit Completion working group, FORA Jurisdictions, USFWS and CDFG personnel, ICF International, Denise Duffy and Associates, and various development teams.

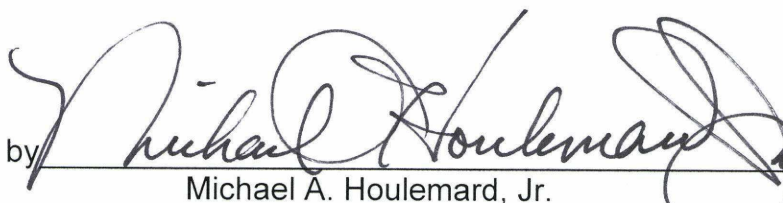
Prepared by


Jonathan Garcia

Reviewed by


Steve Endsley

Approved by


Michael A. Houlemard, Jr.



May 3, 2011

Mr. Michael Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, California 93933

SUBJECT: Addendum #4 Request for Additional Funds for Continued Development of the
Former Fort Ord Habitat Conservation Plan

Dear Mr. Houlemard:

Thank you for the opportunity to continue our work on the Former Fort Ord Habitat Conservation Plan (Plan). The U.S. Fish and Wildlife Service (USFWS) California Department of Fish and Game (CDFG) (collectively referred to as the *Wildlife Agencies*) have recently provided new direction for the Plan. Comments provided by Jen Lechuga (USFWS) require significant reorganization of the Plan, especially, the Section 5 *Conservation Strategy*, Section 7 *Implementation*, Section 9 *Cost and Funding*, and Appendix M *Cost Analysis*. In addition, new information regarding western snowy plover, Monterey ornate shrew, black legless lizard, and Yadon's piperia require the proposed mitigation and monitoring to be updated for these species. This amendment revises the following tasks from the original Jones & Stokes contract (May 30, 2007), and subsequent addendums, and adds additional tasks required to revise the cost model and develop the Public Draft within the 2011/2012 fiscal year (July 1, 2011 through June 30, 2012; see schedule, Table 1). Our cost estimate to revise these tasks is provided at the end of this amendment.

Task 5 Strategic Advice, Project Management, and Meetings (Amended)

Continued coordination and engagement with FORA, Denise Duffy and Associates, Permit Applicants, Bureau of Land Management (BLM), and the Wildlife Agencies is integral to maintain the project schedule and ensure Plan completion. As such, regular meetings, close coordination with FORA, and project management are required. Meetings will be used to address comments and resolve outstanding issues identified for the 2nd and 3rd Administrative Drafts. Bi-weekly conference calls will be held to review outstanding issues, ensure collaborative issue resolution, and provide updates on document progress and action items. ICF will also coordinate with the Denise Duffy and Associates to regarding EIR/EIS document preparation and impact analysis revisions. In-person meetings will be held to update working group members on major document

changes and issues identified during document review. In addition, it is assumed that one in-person meeting with the Wildlife Agencies and FORA will be required to review and resolve outstanding issues. Meeting attendance is assumed as follows:

- Three in-person meetings in Marina, CA
- 24 conference calls

For in-person meetings, meeting agendas and summaries will be drafted and circulated to all meeting attendees. For conference calls, action item summaries will be drafted. Finally, monthly budget summaries will be sent with each invoice.

Deliverables: Meeting agendas, meeting hand-outs, meeting notes, and monthly budget summaries.

Task 8 Revise 2nd Administrative Draft HCP (Amended)

ICF will revise the 2nd Administrative Draft to produce the 3rd Administrative Draft HCP in collaboration with FORA, the Permit Applicants, BLM, and the Wildlife Agencies. The 3rd Administrative Draft will undergo two rounds of review to ensure the Permit Applicants and BLM approve document content prior to review by the Wildlife Agencies. FORA will be responsible for distributing each draft to the reviewers. First, FORA will distribute the 3rd Administrative Draft for review by the Permit Applicants and BLM. Then, ICF will incorporate revisions and submit the 3rd Administrative Draft to FORA to distribute to the Permit Applicants, BLM, and Wildlife Agencies for review. This will be the final opportunity for Permit Applicants and BLM to make changes to the HCP prior to the Public Draft.

This task includes resolution of outstanding issues as identified in comments provided by the Permit Applicants, BLM, and the Wildlife Agencies on the 2nd Administrative Draft HCP. It is assumed that all comments on the 2nd Administrative Draft HCP have been submitted. Each comment received will be responded to in the comment document and new text incorporated into the 3rd Administrative Draft as appropriate. In addition, the following actions will be taken to resolve known outstanding issues.

- Revise species account, impact analysis, and species habitat and impact figure revisions based on new information for western snowy plover, Monterey ornate shrew, black legless lizard, and Yaden's piperia.
- Draft species-specific net effects analysis.



- Draft definitive activity list of permit required activities. Permit required activities will be broken out into the following groups:
 - Avoidance and Minimization Measures
 - Mitigation Measures
 - Monitoring Measures
 - Adaptive Management Measures
 - Reporting
 - Changed Circumstances
 - Program Administration
- Revise section outlines and text based on permit required activities list. Major reorganization is required for Section 5 Conservation Strategy, Section 7 *Implementation*, and Section 9 *Cost and Funding*.
- Draft tables to summarize permit required activities by Permittee and BLM and entity responsible for implementation.
- Draft tables to summarize relationship between permit required activities, biological goals and objectives and species benefited.
- Conduct thorough document edit.

Deliverables: Comment responses and clean and tracked change versions of 3rd Administrative Draft HCP. Five printed copies of the 3rd Administrative Draft HCP (tracked changes copy only) and 5 CDs will be provided to FORA for the first and second reviews. The tracked-change version will allow the reviewers to see the document revisions made in response to their comments. (There is remaining budget for this reproduction cost and it is not included in the cost estimate.)

Task 9 Revise Cost Model (New Task)

ICF will provide FORA with a draft permit required activities list to ensure the cost model permit required activities are consistent with those identified in the HCP. For more complex permit required activities (e.g., access controls), ICF will provide a draft permit required activity description. This will allow FORA staff to develop clear cost assumptions and more easily integrate the December 2009 cost model into the new cost model. ICF will collaborate with FORA staff assigned to revise cost model to address targeted questions and review the revised cost model and supplemental tables.

FORA will revise the HCP cost model based on the permit required activities list. Each permit required activity will have assigned unit costs, one-time costs, re-occurring costs, and total costs,



and the assumptions used to calculate the costs will be clearly identified. All costs will be in 2011 dollars for the 3rd Administrative Draft HCP and in 2012 dollars for the Screen-Check and Public Review HCP. To the extent possible, the December 2009 cost model will be used to revise the cost model. Supplemental tables will be developed to summarize

- permit required activity costs by group (see Task 8).
- permit required activity costs, funding sources, and funding mechanisms.
- permit required activity costs by State Parks, BLM, UC/NRS and Cooperative.
- non-permit required costs that may arise during HCP implementation, but do not require the same funding assurances as permit required activities (e.g., additional environmental compliance costs required to implement restoration projects).

These supplemental tables will allow the Permit Applicants and BLM understand how the HCP costs apply to them. While non-permit required costs do not need the same financial assurances as permit required activity costs, they may need to be funded by development fees or other funding source and are considered part of the HCP costs for the Permit Applicants and BLM.

Deliverables: Permit required activities list, activity descriptions, cost model comments and recommended revisions.

Task 10 Prepare Screen-Check Draft HCP (New Task)

ICF will respond to Permit Applicant, BLM, and Wildlife Agency comments on the 3rd Administrative Draft to prepare the Screen-Check Draft HCP. ICF will incorporate revisions and FORA will submit a clean and tracked-changes electronic Screen-Check Draft to the Wildlife Agencies for review. The tracked-changes version will allow the Wildlife Agencies to see the document revisions made in response to their comments.

Comment responses will be provided in the original comment document and the Screen-Check Draft will be updated as appropriate. For major issues, ICF will create an issue summary table. ICF will work directly with the reviewers and FORA to resolve each issue. The issue resolution will be provided in the final issue summary table.

Deliverables: Comment responses, issue summary table, and clean and tracked-changes versions of Screen-Check Draft. Five CDs will be provided to FORA.



Task 11 Prepare Public Review Draft HCP (New Task)

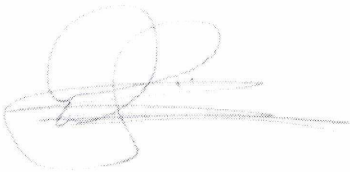
ICF will incorporate the Wildlife Agencies' final revisions on the Screen-Check Draft to prepare the Public Review Draft HCP. It is important to note that preparation of the Public Review Draft will depend on the timing and results of the CEQA/NEPA process. The Wildlife Agencies will not begin formal processing of an HCP until a complete application is submitted. The application package includes the HCP and EIR/EIS.

Deliverables: Public Review Draft HCP. Five printed copies (clean copies only) and 5 CDs will be provided to FORA.

Cost Estimate

We estimate that these tasks will require a budget augment of \$135,700 (Table 2) through June 31, 2012. This cost estimate is valid for ninety (90) days from the date of this proposal. Thank you again for the opportunity to work on this important project. If you have any questions about this proposal, please call me at (415) 677-7179 or Terah Donovan at (415) 677-7176.

Sincerely,



David Zippin, Ph.D.
Principal and Project Director



Table 1. Schedule for Installation-Wide Multispecies Habitat Conservation Plan for Former Fort Ord, California

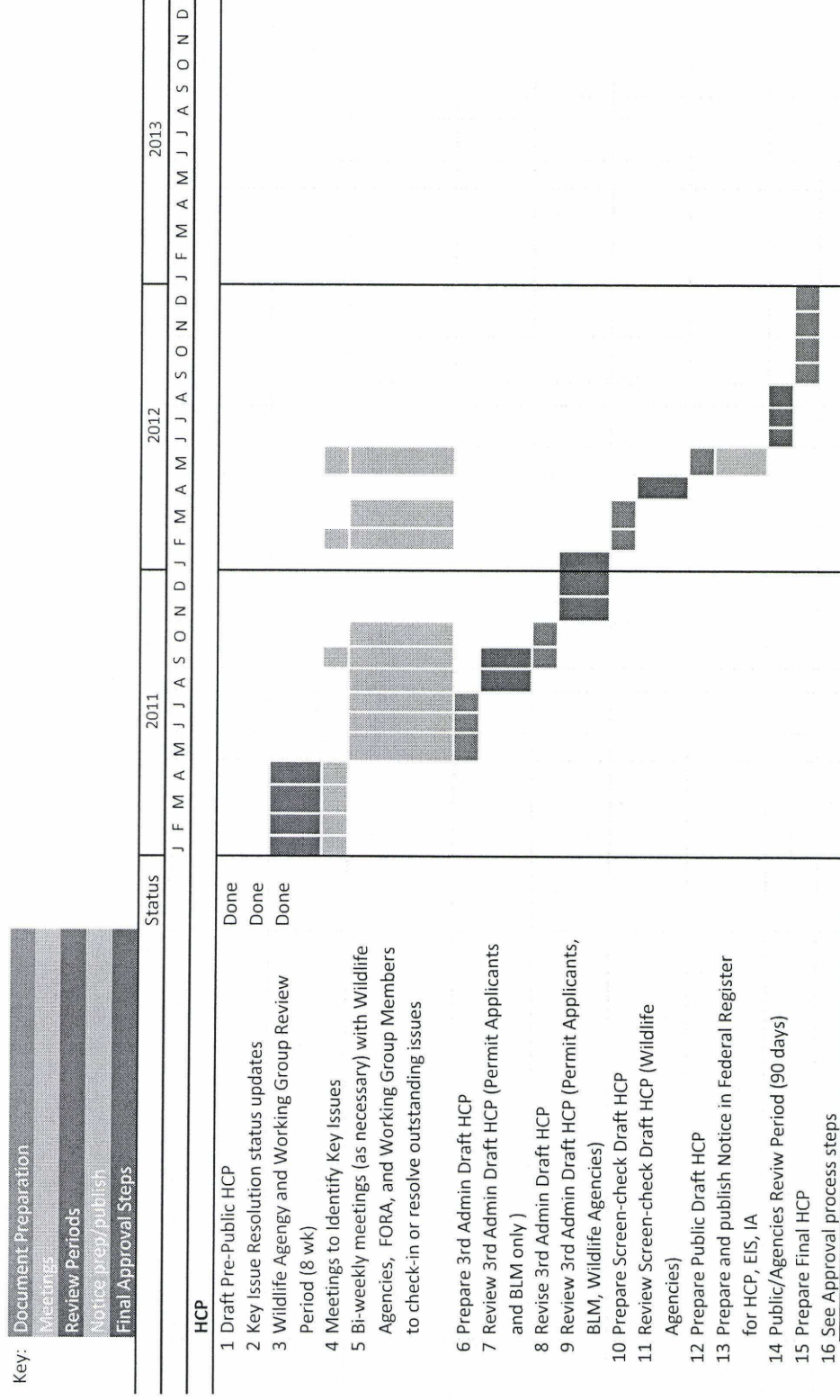


Table 1. Schedule for Installation-Wide Multispecies Habitat Conservation Plan for Former Fort Ord, California

EIR/EIS	Status	2011												2012												2013																
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D					
1 Prepare 1st Admin Draft EIS/EIR																																										
2 Review Period																																										
3 Prepare 2nd Admin Draft EIS/EIR																																										
4 Solicitor review (3 weeks)																																										
5 Prepare Public Review EIS/EIR																																										
6 Prepare and publish Notice of Availability in Federal Register (see HCP-7 above)																																										
7 Prepare and publish CEQA Notice of Availability (1 - 2 months)																																										
8 Public/Agencies Review Period (90 days)																																										
9 Respond to public comments/Prepare 1st Admin Draft Final EIS/EIR																																										
10 Review Period																																										
11 Prepare Final Public Draft EIS/EIR - clear for publication																																										
12 Publish Notice of Final EIS, HCP and IA Availability in Federal Register																																										
13 Publish CEQA Notice of Determination - Permit Applicants																																										
14 CEQA Notice of Determination--CDFG																																										
15 30 day public review period																																										
16 See Approval Process steps																																										
17 Federal Prep and Pub of Record of Decision (ROD)																																										
18 30 day CEQA challenge period																																										

Status	2011	2012	2013
	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D		
Implementing Agreement			
1 Prepare 2nd Admin Draft IA			
2 Wildlife Agency and Working Group Review Period	■		
7 Prepare 3rd Admin Draft IA	■		
8 Review 3rd Admin Draft IA (Permit Applicants and BLM only)	■		
9 Respond to comments	■		
10 Review 3rd Admin Draft IA (Permit Applicants, BLM, Wildlife Agencies)	■		
11 Prepare Screen-check Draft IA	■		
12 Review Screen-check Draft IA (Wildlife Agencies)	■		
13 Prepare Public Draft IA		■	
14 Prepare and publish Notice of Availability in Federal Register (see HCP-12 above)		■	
15 Public/Agencies Review period (90 days)		■	
16 Prepare Final IA		■	
17 See Approval Process steps		■	
Approval Process			
1 Permit Applicants and BLM Approval of Final Plan, Final EIR/EIS and Final IA			■
2 Establish Implementing Entity			■
3 Implementing Entity approves Final Plan. EIR/EIS and Implementing Agreement			■
4 See EIR/EIS steps 11, 12 and 13			■
5 Local Agencies Adopt Imp Ordinances			■
6 Wildlife Agencies Approval of Plan, EIR and EIS and IA			■
7 FG Findings Preparation			■
8 FWS Findings/Biological Opinion			■
9 Permits Issued by FWS			■
10 Permits issued by CDFG			■

Table 2. Cost Estimate for Addendum #4 Request for Additional Funds for Continued Development of the Former Fort Ord Habitat Conservation Plan

Task	Employee Name	Project Role	Labor Classification	Consulting Staff						Production Staff				Direct Expenses	Total Price
				Zippin Dav	Donovan T	White H	Bernazzani P	Barnard A		Goral L	Mihm T	Ortega C			
				Proj Dir	Assoc	Consult III	Assoc	Consult II	Sr Consult III	Sr Consult I	Editor	Support Editor	Pub Spec	Subtotal	Labor Total
Task 5 Strategic Advice, Project Management and Meetings				8	80						20	160	80	\$0	\$11,040
Task 8 Revise 2nd Administrative Draft HCP				32	165	60	24	24						\$20,800	\$60,160
Task 9 Revise Cost Model					25									\$0	\$3,000
Task 10 Prepare Screen-Check Draft HCP				15	150	40	12	12			12	25	30	\$5,360	\$34,060
Task 11 Prepare Public Review Draft				15	120		8	16			12	25	30	\$5,360	\$25,900
Total hours				70	540	100	44	52			44	210	140		
ICF E&P 2011 Billing Rates				\$180	\$120	\$110	\$170	\$130			\$80	\$80	\$80		
Subtotals				\$12,600	\$64,800	\$11,000	\$7,480	\$6,760			\$3,520	\$16,800	\$11,200	\$31,520	\$134,160
Direct Expenses															
521.00 Meals, and Lodging															\$200
523.02 Reproductions															\$900
523.05 Travel, Auto, incld. Mileage at current IRS rate (.51/mile)															\$300
Mark up on all non-labor costs and subcontractors:															\$140
Direct expense subtotal															\$1,540
Total price															\$135,700

FORT ORD REUSE AUTHORITY BOARD REPORT

OLD BUSINESS

Subject:	General Jim Moore Boulevard Phase V and Eucalyptus Road Phase II - update	
Meeting Date:	May 13, 2011	INFORMATION
Agenda Number:	8g	

RECOMMENDATION:

- Receive an update on the General Jim Moore Boulevard Phase V ("GJMB V") and Eucalyptus Road Phase II ("EUC II") construction project, and
- Receive information about the upcoming award of a GJMB V and EUC II Project Completion construction contract.

BACKGROUND/DISCUSSION:

Fort Ord Reuse Authority ("FORA") staff is currently closing out the American Recovery and Reinvestment Act ("ARRA") grant funded (administered through the Economic Development Administration ["EDA"]) GJMB V and EUC II construction project to determine the available budget for the follow on Project Completion. Once all final change orders are reconciled and approved by the EDA, the budget available for the follow-on Project Completion will be identified. If bids for the Project Completion basis of award (Schedule A) allow, staff will include additive alternatives to fully spend remaining grant funds.

Bids for GJMB V and EUC II Project Completion will be opened May 10, 2011. Staff will first evaluate the bids for responsiveness and then request authorization to award from the EDA. Subsequent to EDA authorization, staff will request the Board authorize a construction contract at their meeting in June.

FISCAL IMPACT:

Reviewed by FORA Controller 

Staff time for this item is included in the approved FY 10-11 budget.

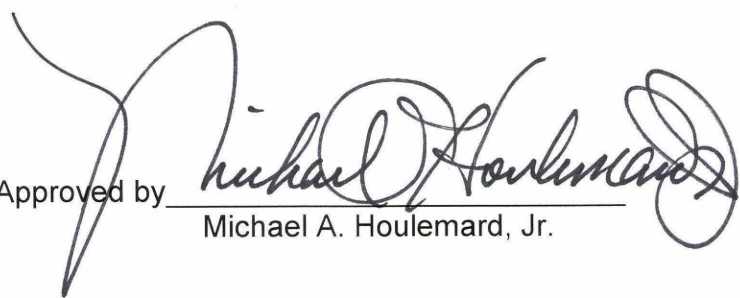
COORDINATION:

EDA, Cities of Del Rey Oaks and Seaside, Monterey County, Marina Coast Water District, Administrative Committee, Executive Committee

Prepared by


Crissy Maras

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT**NEW BUSINESS****Subject:** FORA FY 11-12 Preliminary Budget (Action in June)**Meeting Date:** May 13, 2011**Agenda Number:** 9a**INFORMATION****RECOMMENDATION:**

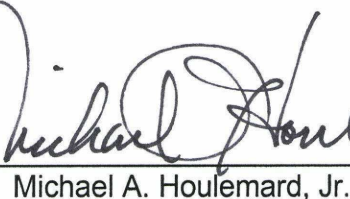
Receive an informational report regarding the Fort Ord Reuse Authority (FORA) Fiscal Year 2012 (FY 11-12) preliminary budget.

BACKGROUND/DISCUSSION:

The preliminary budget is presented to the Board by its June meeting, anticipating adoption before the beginning of the upcoming fiscal year. The FY 11-12 budget will be offered for consideration at the June 10 Board meeting, after being reviewed for recommendation by the FORA Finance and Executive Committees during budget meetings in April and May 2011. The Finance Committee held its first budget meeting on April 25.

FISCAL IMPACT:

It is expected that the FY 11-12 budget will balance.

Prepared by:
Ivana Bednarik**Approved by:**
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT**NEW BUSINESS**

Subject:	Land Use Covenants – FY 09-10 Report	
Meeting Date:	May 13, 2011	INFORMATION
Agenda Number:	9b	

RECOMMENDATION:

Receive an update on the Department of Toxic Substances Control ("DTSC") Land Use Covenants ("LUC") FY 09-10 report.

BACKGROUND/DISCUSSION:

On September 14, 2007, the FORA Board approved a Memorandum of Agreement ("MOA") among DTSC, California State University Monterey Bay, University of California Monterey Bay Education, Science, and Technology Center, Monterey Peninsula College, County of Monterey, the Cities of Seaside, Marina, Del Rey Oaks, and Monterey ("eight reporting entities"). The agreement specified that FORA would compile former Fort Ord annual LUC reports from each of the eight reporting entities and forward them to DTSC. According to the MOA, FORA would also reimburse DTSC's oversight costs (originally estimated to be \$20,000 annually) for the first two years (FY07-08 and FY08-09) of annual reporting through funds designated for this purpose and, after the first two years, FORA would reimburse DTSC for its oversight costs through dues collected from the eight reporting entities and FORA would collect an additional 15% administrative cost from the eight reporting entities in order to reimburse FORA staff time associated with the activity of collecting and compiling annual reports and submitting them to DTSC.

FORA has collected LUC reports from the eight reporting entities (**Attachment A**) and will be submitting them to DTSC shortly.

FISCAL IMPACT:

Reviewed by FORA Controller 

The fiscal impact is cost neutral. As described in the MOA, beginning in FY 09-10, FORA will collect the costs associated with LUC reporting from the eight reporting entities at the same time FORA collects its annual membership dues.

COORDINATION:

Executive Committee, Administrative Committee, the eight reporting entities, and DTSC.

Prepared by Jonathan Garcia Reviewed by D. Steven Endsley
 Jonathan Garcia Steve Endsley
 Approved by Michael A. Houlemard, Jr.
 Michael A. Houlemard, Jr.

Former Fort Ord

Land Use Covenant Report Outline

Annual Status Report for MARINA (Jurisdiction) on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to
Fort Ord Reuse Authority each year

DATE OF REPORT: 4-11-11

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933

City of Marina staff are making
corrections to this report.

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or ☒ no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or ☒ no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☐ yes or ☐ no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☐ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19

of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

☐ yes or ☐ no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

☐ yes or ☐ no

If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,
- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

Jurisdiction's Representative Compiling this Report: Craig Oliver

Contact Information: Phone 831-884-1241
Email COLIVER@CI.MARIWA-CA.US

Signature of Preparer: 

Suggested Attachments to Annual LUC Report

1. Table summarizing inspections, parcels, restrictions and any deficiencies in the LUCs.
Inspection Notes for each parcel.
2. Inspection Photos for each parcel.
3. County and jurisdiction well records, permit reports.
4. Building department permit records.
5. Planning department permit records.
6. MEC findings (911 call records).
7. GPS coordinates for parcels

- b. Document any changes to the jurisdictions' excavation/grading ordinances.
- c. Document any changes to the jurisdiction well permit ordinances.
- d. FORA and the County, in conjunction with the Department and in consultation with RWQCB, will annually, prior to June 30th, update and distribute copies to the other parties to this agreement:
 - 1. The map illustrating parcels with LUCs (Attachment 1)
 - 2. Table 3-1 summarizing LUCs for the Fort Ord property (Attachment 3)
 - 3. Changes to County Digging and Excavation on the former Fort Ord Ordinance No. 5012
 - 4. Changes to the County Groundwater Ordinance No. 4011

2.2 MEC Incident Reporting (*pending Department discussions with Army*)

For parcels that have been transferred and are not being regulated under the former Fort Ord Munitions Response Site (hereinafter referred to as "MRS") Site Security Plan, the Department requests FORA and the County to provide data regarding MEC found at the parcels. The Department requests to track MEC found at parcels where cleanup has been completed, although some MEC may remain in place at depth.

On an annual basis, the jurisdictions agree to report 911 call data for MEC found, including but not limited to:

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,
- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

2.3 Annual Report

No later than September 1 of each year, FORA agrees to submit a report to the Department describing compliance with each of the prohibited activities and uses listed in the covenants. The County agrees to submit this report when FORA ceases to exist. The letter report will summarize the annual reviews conducted under 2.1 and 2.2 above. A Draft Annual Report outline is provided in Attachment 4. This report outline provides the minimum requirements for the annual report. Other information gathered during inspections or records searches should be attached (i.e., inspection notes and photos of violations, excavation permits, applicable County well records, and other relevant data). Each jurisdiction will certify the accuracy and

validity of its annual land use monitoring report. Except for land in the County's jurisdiction, the Department does not expect FORA or the County to:

- a. verify the accuracy of the local jurisdiction reports prior to submittal to Department;
- b. perform monitoring or testing relative to these annual reports; or
- c. accept responsibility for enforcement of the provisions of the LUCs.

2.4 The Department's activities will include, but not be limited to, review and comment on annual reports, travel to the Properties, inspection of implementation and compliance with this Agreement and the covenants as outlined in Attachment 5. The Department will notify FORA and the County of the change in scope and cost if it determines that it must undertake additional work to oversee compliance with this MOA and LUCs. FORA and the County agree to pay those additional costs.

2.5 FORA and the County have no responsibility for enforcement of this Agreement if a local jurisdiction fails to submit its annual reports to FORA or the County on time or at all. Local jurisdictions have no responsibility for enforcement of this Agreement if FORA or the County fail to compile and submit their annual report to the Department. The Department is responsible for enforcing compliance with this Agreement.

3.0 General Provisions

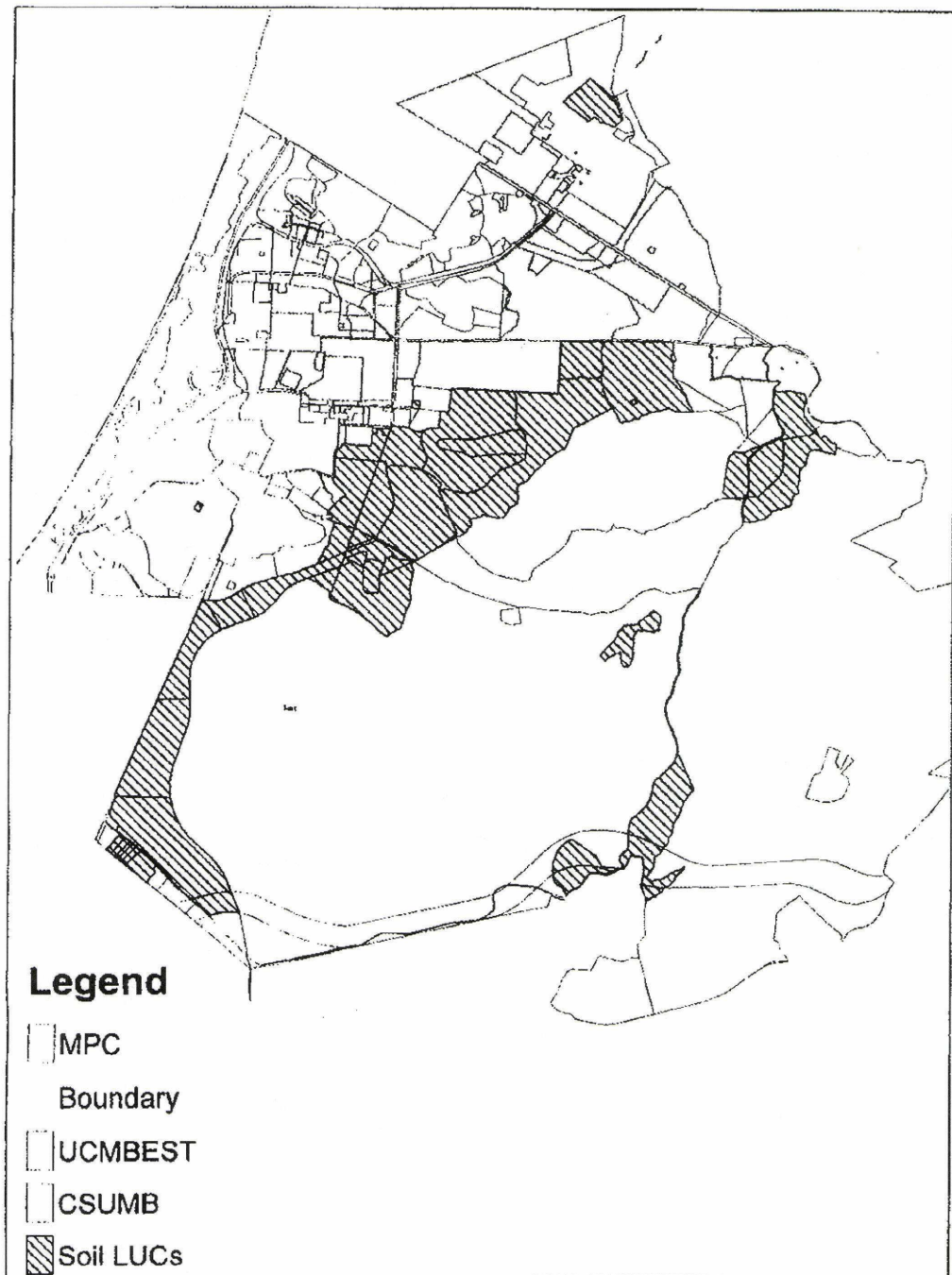
3.1 Any Notice given under this Agreement, including any communication with respect to this Agreement must be in writing. It will be deemed effective:
(1) when delivered, if personally delivered to the person being served, or
(2) three business days after deposit in the United States mail, postage paid, certified, return receipt requested. Such Notices must be addressed as follows:

To Monterey County: Director of Health
 Monterey County Health Department
 2170 Natividad Road
 Salinas, California 93901

To FORA: Executive Officer
 Fort Ord Reuse Authority (FORA)
 100 12th Street
 Building 2880
 Marina, California 93933

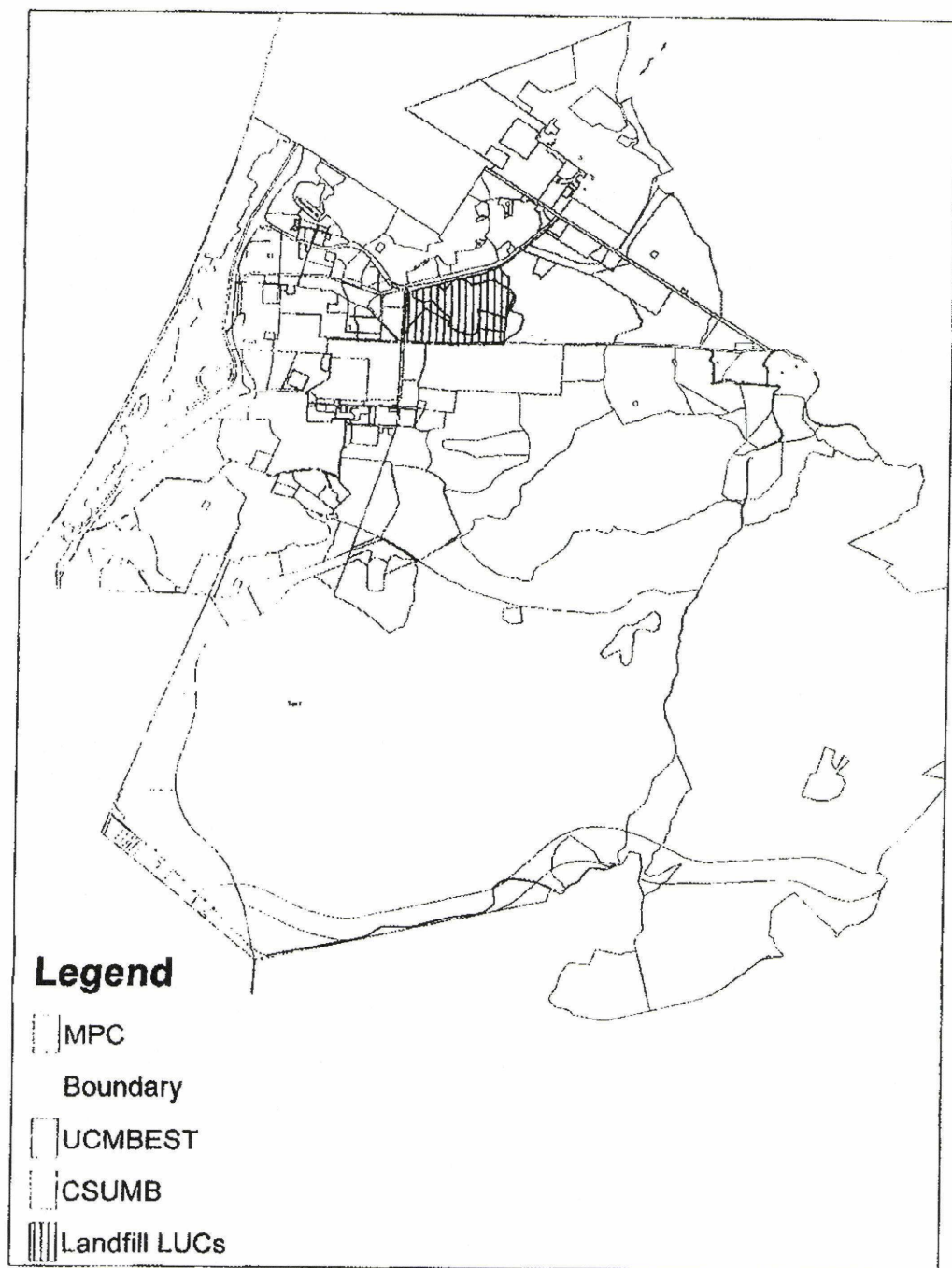
To City Of Monterey: City Manager
 City of Monterey
 City Hall
 Monterey, California 93940

Fort Ord LUCs - Soil



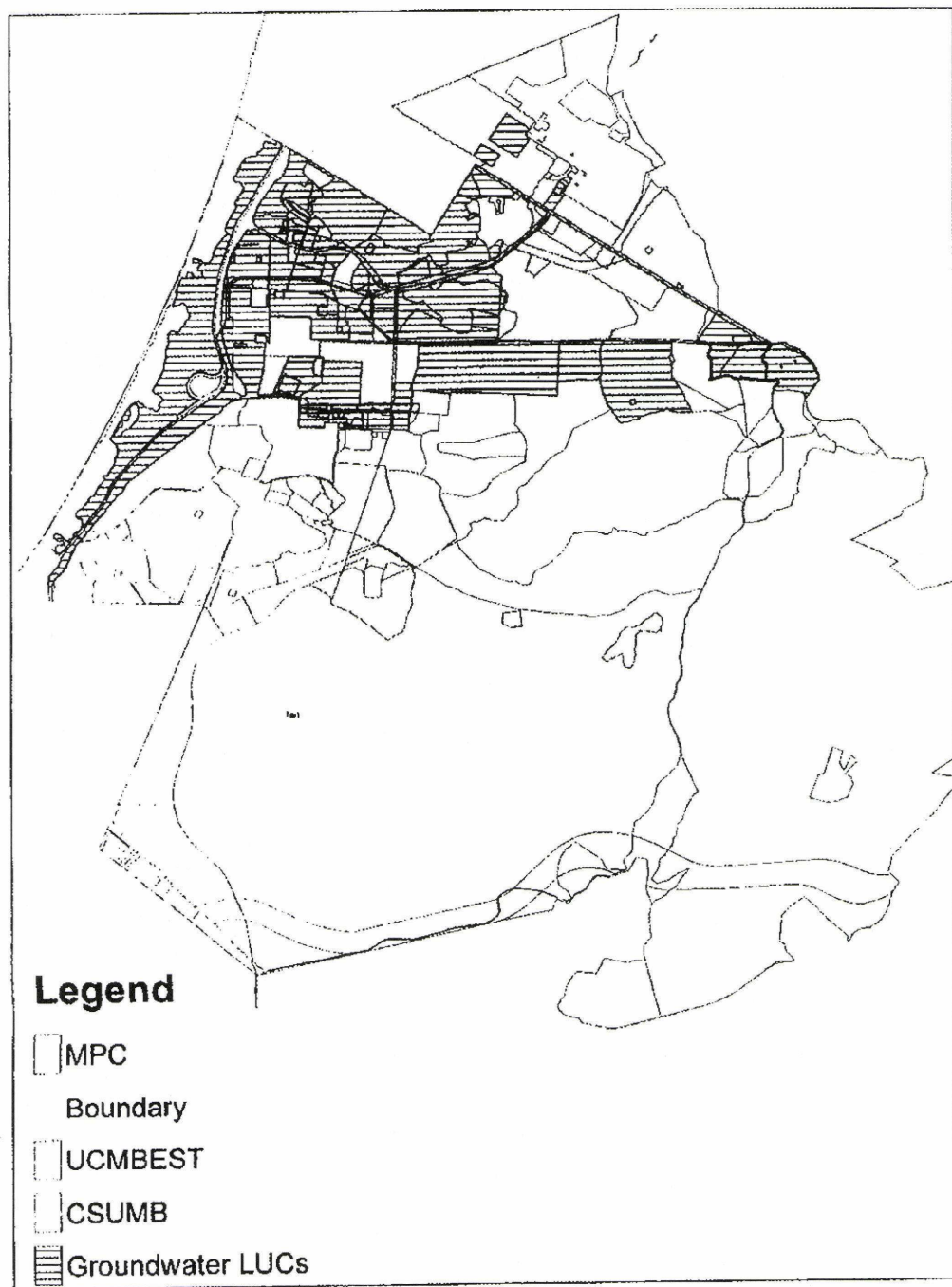
0 1,950 3,900 7,800 11,700 15,600 Feet

Fort Ord LUCs - Landfill



0 1,9503,900 7,800 11,700 15,600 Feet

Fort Ord LUCs - Groundwater



0 1,950,900 7,800 11,700 15,600 Feet

Former Fort Ord

Land Use Covenant Report Outline

Annual Status Report for City of Seaside on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to
Fort Ord Reuse Authority each year

DATE OF REPORT: February 17, 2011

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or ☒ no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or ☒ no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☒ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

Scott Ottmar on February 16 and February 17, 2011.

☒ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: City of Seaside Building Department) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☒ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: City of Seaside Planning Department) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☒ yes or ☐ no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

There were no groundwater wells or recharge associated with building permits for this reporting period. The College of Law, building permits 5728 and 5523 are extensions of a project reported during the last report period.

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: City of Seaside Building Department) to ensure that no sensitive uses such as

residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

✓ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

✓ yes or ☐ no

Scott Ottmar, Junior Engineer on 2/16/11 and 2/17/11. No sensitive uses found.

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

✓ yes or ☐ no

Received information from Tony Do, Building Technician, City of Seaside Building Department on 2/14/2011 at 2:02 PM via email. Building permit #5687 did not disturb greater than 10 cubic yards and therefore did not meet requirements of City of Seaside Ordinance 15.34 (Excavating or Digging on the Former Fort Ord.) On February 15, 2011, spoke with Jonathan Garcia with the Fort Ord Reuse Authority, FORA, regarding the construction of the Aquifer Storage and Recovery control building, building permit #6942. The applicant, MPWMD, had previously received a right of entry from the Army prior to the parcel becoming part of the jurisdiction of the City of Seaside. MPWMD has had construction support from the Army or FORA ESCA for the entire project.

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

✓ yes or ☐ no

Received information from Rick Medina, Senior Planner, City of Seaside on 2/15/11 at 2:56 PM via email. There were no land-use restrictions changed or amended during the report period.

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

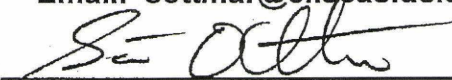
☐ yes or ✓ no

If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call
- b) contact name,
- c) location of MEC finding, (None found)
- d) type of munitions, if available and (Not Applicable)
- e) response of jurisdiction law enforcement agency. (Not Applicable)

Jurisdiction's Representative Compiling this Report: Scott Ottmar

Contact Information: **Phone:** 831-899-6885
 Email: sottomar@ci.seaside.ca.us

Signature of Preparer: 

Suggested Attachments to Annual LUC Report

1. Table summarizing inspections, parcels, restrictions and any deficiencies in the LUCs.
Inspection Notes for each parcel.
2. Inspection Photos for each parcel.
3. County and jurisdiction well records, permit reports.
4. Building department permit records.
5. Planning department permit records.
6. MEC findings (911 call records).
7. GPS coordinates for parcels

Scott Ottmar - Re: FORA LUC Report

From: Tony Do
To: Scott Ottmar
Date: 2/14/2011 2:02 PM
Subject: Re: FORA LUC Report
Attachments: 2009-2010 FORA LUC--Building.xls

Scott,

Thanks for the reminder, please see the attached spreadsheet.

>>> Scott Ottmar 2/14/2011 1:38 PM >>>

I need to complete our reporting requirements to FORA for projects in the former Fort Ord. See email below. Report is due by 2/18/11. Please provide a list of building permits, grading permits, use permits, zoning and planning changes or parcel splits within the former Fort Ord for the period of July 2009 through June 2010. I need responses even if nothing occurred to document the review.

Scott Ottmar
Junior Engineer
City of Seaside
831-899-6885 (office)
831-899-6311 (fax)

New Office Hours: Monday - Thursday 7:30 am to 5:30 pm



Please consider the environment before printing
and remember to print double-sided whenever possible.

>>> Scott Ottmar 1/20/2011 11:37 AM >>>

Every year, the City of Seaside is required to submit a report to FORA regarding activity on the former Fort Ord that is within our jurisdiction. Report year is July 1 through June 30th. I have been tasked with completing this report for the report year of July 2009 through June, 2010. I need your help.

Please review applicable records and provide a list of permits or other activity for projects on the former Fort Ord between July 1, 2009 through June 30th, 2010. Review must include records for:

- building permits,
- grading permits,
- use permits,
- zoning and planning changes that affect parcels within the former Fort Ord.
- Parcel splits or division

At this point, just identify projects or changes that took place during the time frame specified. FORA is submitting a map that identifies exactly which parcels are in Seaside Jurisdiction. I will speak with FORA about what supporting documentation will be needed, such as copies of building permits, parcel maps, ordinances or resolutions etc.

Deadline to submit report to FORA is 2/18/11. I appreciate your response by 2/10/11. Copies of permits, resolutions or ordinances as appropriate should be provided. I will be driving all parcels within our jurisdiction that have soil and groundwater impacts in the next couple of weeks.

Scott Ottmar
Junior Engineer

CITY OF SEASIDE
2009 BUILDING PERMITS ISSUED-FORMER FORT ORD

BP No.	Date Issued	Owner	Contractor	APN #	Address	Res or Comm	Description of Application	Valuation	Date Finald	LUC Applicable?
6561	07/02/09	Seaside Resort Estates I, LLC	Aquatic Environments		2 Mc Clure Way	C	2 ft. high landscape wall, 50 ft. long	15,000		No
5687	07/08/09	Sprint Nextel	Premiere Constructors		4601 Parker Flats Cut Off Rd.	C	Cell site relocation per approved UP-07-15: shelter and tree pole	82,000	11/10/09	Soil 6
5523	07/16/09	Monterey College of Law	Ausonio Construction		100 Col. Durham St.	C	Monterey College of Law Phase 2, Remodel existing building #4474, Add 476 sqft. of storage	1,600,000	3/11/10	Groundwater
5728	07/23/09	Monterey College of Law	Ausonio Construction		100 Col. Durham St.	C	500 sqft. storage addition to phase 1	156,431	3/22/10	Groundwater
6764	10/15/09	City of Seaside	City of Seaside		4420 6th Ave.	C	Encapsulate floor tiles. New siding and walkways. Paint building exterior. Upgrade electrical outlet placement. Provide kitchen fixtures	5,000		No
6942	03/04/10	MPWMD	William A. Thayer Construction	031-211-001	1910 Gen. Jim Moore Blvd.	C	MPWMD Santa Margarita Aquifer Storage and Recovery Project Control Building (1605 sqft building)	400,000		Soil 6

Scott Ottmar - Re: FORA Reporting Due. Use Permit info needed

From: Rick Medina
To: Clark Larson; Scott Ottmar
Date: 2/15/2011 2:56 PM
Subject: Re: FORA Reporting Due. Use Permit info needed

Scott,

There have been no activities on Fort Ord affecting land use restrictions between July 2009 and June 2010. The Main Gate Specific Plan was approved in August of 2010 so from the timelines you have noted this project would not apply to your current report.

Rick Medina
Senior Planner
(831) 899-6726
rmedina@ci.seaside.ca.us

>>> Scott Ottmar 2/15/2011 2:46 PM >>>
Clark and/Rick

City is required to submit report to FORA on activities affecting parcels within the former Fort Ord that have land use restrictions. Can you tell me if any use permits or zoning changes for properties in the former Fort Ord for the period between July 2009 through June, 2010.

From the last report, Clark provided the following:

UP-09-03 Use permit for Hostelling Internation caretakers unit) 8/12/2009
UP-09-07 Use permit for monitoring well at Fitch Middle School 9/23/2009

Any other use permits or zoning changes for that time period. A response is needed to document the review for the report. Thanks for your help.

Scott Ottmar
Junior Engineer
City of Seaside
831-899-6885 (office)
831-899-6311 (fax)

New Office Hours: Monday - Thursday 7:30 am to 5:30 pm



Please consider the environment before printing
and remember to print double-sided whenever possible.









Former Fort Ord

Land Use Covenant Report Outline

Annual Status Report for CSU Monterey Bay(Jurisdiction) on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to

Fort Ord Reuse Authority each year

DATE OF REPORT: 3.16.11

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or ☒ no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or ☒ no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☒ yes or ☐ no

1. Did jurisdiction (Campus Planning & Development) staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

☒ yes or ☐ no

2. Did jurisdiction (Campus Planning & Development) staff check with the applicable local building department (please list department name: Campus Planning & Development) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☒ yes or ☐ no

3. Did jurisdiction (Campus Planning & Development) staff check with the applicable local planning department (please list department name: Campus Planning & Development) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☒ yes or ☐ no

4. Did jurisdiction (Campus Planning & Development) staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

43 structures were demolished in the north west of campus between 5th St and 8th St and GJM and 2nd Ave. The concrete pads of all structures were ground up and left within the building footprint.

The Army maintains all wells on campus.

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

☐ yes or ☐ no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

☐ yes or ☐ no


If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,

- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

Jurisdiction's Representative Compiling this Report: Anya Spear

Contact Information: **Phone (831) 582-5098**
 Email aspear@csumb.edu

Signature of Preparer: 

Suggested Attachments to Annual LUC Report

1. Table summarizing inspections, parcels, restrictions and any deficiencies in the LUCs.
Inspection Notes for each parcel.
2. Inspection Photos for each parcel.
3. County and jurisdiction well records, permit reports.
4. Building department permit records.
5. Planning department permit records.
6. MEC findings (911 call records).
7. GPS coordinates for parcels

Former Fort Ord
Land Use Covenant Report Outline

Annual Status Report for Monterey Peninsula College on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to
Fort Ord Reuse Authority each year

DATE OF REPORT: 4-7-2011

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or **X** no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or **X** no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or **X** no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or **X** no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

9

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☒ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

☒ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: Office of VP for Administrative Services to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☒ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: Office of VP for Administrative Services to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☒ yes or ☐ no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

2. *No wells or disposal trenches were constructed on the Marina parcels during the reporting period.*

3. *Monterey Peninsula College does not apply to the County for permits and no wells are planned on these parcels.*

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☒ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

These parcels have not yet been transferred to MPC, thus, no construction has occurred. ☐ yes or ☒ no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

☐ yes or ☒ no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

☐ yes or ☒ no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,

- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

Jurisdiction's Representative Compiling this Report: Vicki Nakamura

Contact Information: Phone (831) 646-4114
 Email vnakamura@mpc.edu

Signature of Preparer: Vicki Nakamura

Suggested Attachments to Annual LUC Report

1. Table summarizing inspections, parcels, restrictions and any deficiencies in the LUCs.
Inspection Notes for each parcel.
2. Inspection Photos for each parcel.
3. County and jurisdiction well records, permit reports.
4. Building department permit records.
5. Planning department permit records.
6. MEC findings (911 call records).
7. GPS coordinates for parcels

Former Fort Ord

Land Use Covenant Report Outline

Annual Status Report for City of Monterey on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.

(See Parcel and LUC lists in Table 3-1)

This form is to be submitted by each Jurisdiction to
Fort Ord Reuse Authority each year

DATE OF REPORT: January 25, 2011

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or ☒ no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or ☒ no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and

remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☐ yes or ☐ no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☐ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with

street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4) Yes.

☒ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

☒ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

☒ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

☒ yes or ☐ no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,
- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

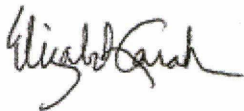
Jurisdiction's Representative Compiling this Report: Elizabeth Caraker

Contact Information:

Phone: 831-646-1739

Email: caraker@ci.monterey.ca.us

Signature of Preparer:



Former Fort Ord

Land Use Covenant Report Outline

**Annual Status Report for Del Rey Oaks on Land Use Covenants
Covering July 1, 2009 to June 30, 2010.**

(See Parcel and LUC lists in Table 3-1)

**This form is to be submitted by each Jurisdiction to
Fort Ord Reuse Authority each year**

DATE OF REPORT: April 7, 2011

SUBMIT TO: Fort Ord Reuse Authority
Attn: Jonathan Garcia
100 12th Street, Bldg. 2880
Marina, CA 93933 FAX 893-3675

GENERAL:

Has jurisdiction staff previously provided a compliance summary in regards to the local digging and excavation ordinances, including the number of permits issued?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to applicable digging and excavation ordinances?

☐ yes or ☒ no

Has jurisdiction staff provided an annual update of any changes to the Monterey County Groundwater Ordinance No. 4011?

☐ yes or ☒ no

PARCELS

Have any of the parcels with covenants in the jurisdiction split since the last annual report?

☐ yes or ☒ no

If so, please reflect the split(s) in reporting on compliance with section 2.1.2 of the MOA in Table 3-1.

GROUND WATER COVENANTS:

Is a ground water covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with ground water covenants? Such visual inspection shall include observed groundwater wells, and any other activity that would interfere with or adversely affect the groundwater monitoring and remediation systems on the Property or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches).

☐ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no wells or recharge basins such as surface water infiltration ponds were built within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no well permits were granted or recharge basins requested within your jurisdiction?

☐ yes or ☐ no

4. Did jurisdiction staff review the County well permit applications pertaining to your jurisdiction to ensure that no wells have been dug or installed in violation of the ordinance or the ground water covenants?

☐ yes or ☐ no

If you answered yes to any questions 1 through 4 above, please note and describe violations with USACE parcel numbers and street addresses (Use additional sheets if needed.)

LANDFILL BUFFER COVENANTS:

Is a landfill buffer covenant applicable in your jurisdiction?
(if no, skip questions 1 through 3)

☐ yes or ☒ no

1. Did jurisdiction staff visually inspect the parcels in your jurisdiction (see Table 3-1) with landfill buffer covenants? Such visual inspection shall include observation of any structures and any other activity that would interfere with the landfill monitoring and remediation systems on the Property.

☐ yes or ☐ no

2.. Did jurisdiction staff check with the applicable local building department (please list department name: _____) to ensure that no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19

of the MOA) were built on the restricted parcels within your jurisdiction?

☐ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department (please list department name: _____) to ensure that no other structures were built without protection for vapors in accordance with the landfill buffer covenants.

☐ yes or ☐ no

If you answered yes to any questions 1 through 3 above, please note and describe violations with street addresses. (Use additional sheets if needed.)

SOIL COVENANTS:

Is a soil covenant applicable in your jurisdiction?
(if no, skip questions 1 through 4)

☒ yes or ☐ no

1. Did jurisdiction staff visually inspect the parcels (see Table 3-1) in your jurisdiction with soil covenants to assure no sensitive uses such as residences, hospitals, day care or schools (not including post-secondary schools, as defined in Section 1.19 of the MOA) were constructed or are occurring on the restricted parcels in your jurisdiction?

☒ yes or ☐ no

2. Did jurisdiction staff check with the applicable local building department to ensure that no soil was disturbed without an approved soil management plan in accordance with the excavation and digging Ordinance in your jurisdiction?

☒ yes or ☐ no

3. Did jurisdiction staff check with the applicable local planning department for notification of MEC within your jurisdiction?

☒ yes or ☐ no

4. Did jurisdiction staff review the 911 records of MEC observations and responses and provide a summary in annual report?

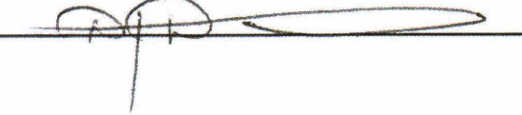
☐ yes or ☒ no

If you answered yes to any questions 1 through 4 above, please provide the following information:
(Use additional sheets if needed.)

- a) date and time of the call,
- b) contact name,
- c) location of MEC finding,
- d) type of munitions, if available and
- e) response of jurisdiction law enforcement agency.

Jurisdiction's Representative Compiling this Report: Daniel Dawson

Contact Information: Phone (831) 394-8511
 Email citymanager@delreyoaks.org

Signature of Preparer: 

Suggested Attachments to Annual LUC Report

1. Table summarizing inspections, parcels, restrictions and any deficiencies in the LUCs.
 Inspection Notes for each parcel.
2. Inspection Photos for each parcel.
3. County and jurisdiction well records, permit reports.
4. Building department permit records.
5. Planning department permit records.
6. MEC findings (911 call records).
7. GPS coordinates for parcels

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Outstanding Receivables

Meeting Date: May 13, 2011

Agenda Number: 10a

INFORMATION/ACTION

RECOMMENDATIONS:

- I. Receive a Fort Ord Reuse Authority (FORA) outstanding receivables update as of April 30, 2011.
- II. Authorize the execution of the Marina modified MOA (Attachment A).

BACKGROUND/DISCUSSION:

FORA has several significant outstanding receivables. FORA Late Fee policy requires receivables older than 90 days be reported to the Board.

	Item Description	Amount Owed	Amount Paid	Amount Outstanding
1 City of Del Rey Oaks	PLL Loan Payment 09-10	182,874	0	182,874
	PLL Loan Payment 10-11	256,023	0	256,023
2 City of Marina	Tax Increment 08-09	124,232 *	52,400	71,832
	* Amount in dispute			
	CFD Fees	19,617	15,621	3,996
3 City of Seaside	Tax Increment 03-10	358,830	90,000	268,830
Total outstanding receivables				\$ 783,555

1. City of Del Rey Oaks (DRO)

- PLL insurance annual payments: In 2009, DRO cancelled its agreement with its project developer who previously made the 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 are current.

Payment status: At the February Board meeting, the DRO Mayor informed Board members about City of Del Rey Oaks plan to take a commercial loan or find a new developer to pay off this obligation.

2. City of Marina (Marina)

- CFD fee: Marina approved development entitlements for the Neeson Road projects in 2004 and 2008 without collecting the CFD/development fee as required by Section 6(a) of the FORA/Marina Implementation Agreement.

Payment status: FORA contacted, invoiced and collected payments from two owners. The third owner disputes the \$4K obligation arguing expired statute of limitations. FORA Counsel reviewed the issue and believes this statute of limitations point may be valid. In April 2011, the FORA Executive Committee and Board requested the Marina FORA Board representative to either secure payment from the owner or Marina. Marina responded that it is not Marina's obligation to pay this fee and that the statute of limitations has run on the owner's obligation as well as Marina's. This receivable is unresolved and will be further discussed at the closed section today.

- Tax increment (TI): In the fall of 2010, as directed by the FORA Board during the Capital Improvement Program review, FORA conducted an audit of TI revenue that FORA collects from the Cities of Seaside, Marina and Monterey County. The results indicated that FORA is owed property TI payments from Seaside and Marina. Both cities acknowledged the debt.

At the March 2011 meeting, the FORA Board authorized an MOA with Marina for a phased repayment of these withheld FORA revenues and approved MOA modifications requested by Marina (reduced interest rate, longer repayment period). FORA staff forwarded the approved MOA (with the requested terms) to Marina for execution. Marina staff lowered the amount owed in the MOA, without discussing this with FORA and forwarded that version for Marina Council consideration. The Council approved that adjusted version on April 19.

Marina has owed FORA withheld tax increment for almost two years. Marina acknowledged their error in December 2010 and has not questioned the amount to anyone at FORA since that time and staff and County of Monterey calculations disagree with Marina's.

Payment status: Marina paid the first installment payment on time (by May 1, 2011) at the lower amount; the payment did not include the agreed interest. FORA has invoiced Marina for the interest portion.

- **Action: Authorize execution of the Marina modified MOA (Marina changes as indicated) stipulating that the amount is in dispute and authorize staff to work with the Marina staff and County Auditor-Controller to confirm the correct amount.**

3. City of Seaside (Seaside)

- Tax increment: Please see paragraph 2 above regarding Seaside tax increment underpayment.

At the February 2011 meeting, FORA Board approved an MOA with Seaside for a phased repayment of this obligation.

Payment status: Seaside paid the first installment on time (by January 31, 2011). The next installment payment is due June 30, 2011.

FISCAL IMPACT:

Negative. FORA is expending unbudgeted resources until these receivables are collected.

COORDINATION:

Executive Committee

Prepared by

Ivana Bednarik

Approved by

Michael A. Houlemard, Jr.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE FORT ORD REUSE AUTHORITY AND
THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA
FOR PAYMENT OF TAX INCREMENT PASS-THROUGH REVENUE**

THIS MEMORANDUM OF AGREEMENT ("MOA"), dated for reference as March 1, 2011, by and between the **Fort Ord Reuse Authority** ("FORA"), a corporation of the State of California created, operated and existing under the laws of the State of California and the **Redevelopment Agency of the City of Marina**, (Agency), collectively referred to as "the Parties."

I. RECITALS

1.1 State Law entitles FORA to receive a percentage of the tax increment ("TI") revenue generated from redevelopment projects within the Agency's jurisdiction on the former Fort Ord. This revenue is collected by the County of Monterey ("County") and paid to the Agency, and is referred to herein as the "pass-through TI." The Agency pays the pass-through TI to FORA.

1.2 As a part of FORA's Capital Improvement Program review, FORA conducted review of the TI revenue and retained an auditor who confirmed an underpayment in FY 08-09 by the Agency.

1.3 The balance due from the Agency to FORA is ~~\$124,232 (One Hundred Twenty Four Thousand Two Hundred Thirty Two Dollars)~~ \$104,799.63 (One Hundred Four Thousand Seven Hundred Ninety Nine Dollars and Sixty Three Cents).

1.4 FORA seeks a near-term repayment to meet its obligations and Agency agrees to repayment of the pass-through previously underpaid in two (2) installments as set forth below.

1.5 The Agency proposes a payment plan to retire this balance due as set forth in this MOA.

II. TERMS AND CONDITIONS

2.1 The Agency agrees to pay FORA the outstanding pass-through TI balance due of ~~\$124,232~~ 104,799.63 in two equal installment payments.

2.2 Principal: The Parties agree to the following payment schedule:

First Installment:	May 1, 2011	\$62,116.00 <u>52,399.81</u>
Second Installment:	November 1, 2011	\$62,116.00 <u>52,399.82</u>
Total		\$124,232.00 <u>104,799.63</u>

2.3 Interest: The outstanding principal balance shall bear simple interest at the rate of one percent (1%) per annum from February 1, 2011 until full repayment of the principal.

III. GENERAL TERMS

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

3.2 Modification. This Agreement is not subject to amendment or modification except in writing and signed both the parties hereto.

3.3 Assignment. Neither party may assign all or portions of its rights and obligations under this Agreement

without prior written approval from the other party. Any party shall not unreasonably withhold approval of an assignment.

3.4 Interpretation. This Agreement has been negotiated by and between representatives of each party hereto and their staffs, all persons knowledgeable in the subject matter of this Agreement, which was then reviewed by the respective legal counsel of each party. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

3.5 Attorney's Fees. If any controversy, claim or dispute arises relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees and costs. Monterey County will be the venue for hearing any disputes.

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

Redevelopment Agency of the City of Marina
Tony Altfeld, Executive Director
Redevelopment Agency of the City Marina
211 Hillcrest Avenue
Marina, CA 93933
Telephone: (831) 884-1278
Facsimile: (831) 384-9148

Ft. Ord Reuse Authority
Michael Houlemard, Executive Officer
Fort Ord Reuse Authority
100 12th St., Building 2880
Marina, California 93933
Telephone: (831) 883-3672
Facsimile: (831) 883-3675

3.7 Areas of Non-Responsibility. Neither party shall be liable for commitments made to a third party by the other party which are:

- a. contrary to this Agreement or
- b. not specifically included within the obligations of the parties hereto.

Each party shall defend, indemnify and hold the other harmless for any claims, costs, damages or other liability arising from such statements, representations or commitments.

3.8 No Third Party Rights. This Agreement shall not create any benefits or rights in or to a third party.

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

FORT ORD REUSE AUTHORITY

By: _____
Michael A. Houlemard, Jr., Executive Officer

As to form: _____
Gerald D. Bowden, Authority Counsel

REDEVELOPMENT AGENCY OF THE CITY OF MARINA

By: _____
Anthony Altfeld, Executive Director

As to form: _____
Rob Wellington, Agency Counsel

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Administrative Committee Report

Meeting Date: May 13, 2011

Agenda Number: 10b

INFORMATION

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

The approved March 30, 2011 and April 13th 2011 Joint Administrative Committee and Capital Improvement Program Committee meeting minutes are attached.

A Joint Administrative Committee and Capital Improvement Program Committee meeting was held on May 4th 2011 and minutes of that meeting will be presented at the Board meeting in June.

FISCAL IMPACT:

Reviewed by FORA Controller 

Staff time for this item is included in the approved FY 10-11 budget.

COORDINATION:

Administrative Committee

Prepared by 
Daylene Alliman

Approved by 
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY

100 12th Street, Building 2880

Marina, CA 93933

(831) 883-3672 (TEL) • (831) 883-3675 (FAX) • www.fora.org

**MINUTES OF THE
JOINT ADMINISTRATIVE / CAPITAL IMPROVEMENT PROGRAM COMMITTEE MEETING
Wednesday, March 30, 2011**

1. Call to order at 8:20 a.m.

Administrative Committee Co-Chair Dawson called the meeting to order at 8:20 a.m. The following people, as indicated by signatures on the roll sheet, were present:

Nick Nichols, County of Monterey
William Collins, Base Realignment and
Closure Office ("BRAC")
Jim Arnold, FORA
Debby Platt, City of Marina
Jim Cook, County of Monterey
Elizabeth Caraker, City of Monterey
Vicki Nakamura, Monterey Peninsula
College ("MPC")
Chuck Lande, Marina Heights
Todd Muck, Transportation Agency for
Monterey County ("TAMC")
Jonathan Garcia, FORA
Steve Endsley, FORA
Bob Schaffer, MCP
Scott Hilk, MCP
Crissy Maras, FORA
Brian Boudreau, Monterey Downs
Anya Spear, California State University
Monterey Bay ("CSUMB")

Michael Houlemard, FORA
Daniel Dawson, City of Del Rey Oaks
Kathleen Lee, County of Monterey
Ian Gilles, Urban Community Partners
("UCP")
Keith McCoy, UCP
Patrick Breen, Marina Coast Water District
("MCWD")
Gage Dayton, UCSC Fort Ord Natural
Reserve
Jim Fletcher, UCP East Garrison
Don Bachman, TAMC
Beth Palmer, Monterey Downs
Crisand Giles, Building Industry
Association of the Bay Area ("BIA")
Graham Bice, University of California
Monterey Bay Education, Science, and
Technology center ("UCMBEST")

2. **Pledge of Allegiance** – Chair Dawson asked UCSC representative Graham Bice who agreed, to lead the pledge of allegiance.
3. **Acknowledgements, Announcements, Correspondence** – None
4. **Public Comment Period** – None
5. **Approval of March 23, 2011 Meeting Minutes** - *City of Marina representative Debby Platt moved approval of the minutes seconded by UCSC representative Graham Bice as corrected, and there were no abstentions.*
6. **Old Business**
 - a. **Capital Improvement Program ("CIP") Review** – Acting Assistant Executive Officer/Director of Planning and Finance Steve Endsley gave a brief update on EPS's revised memo presented at the March 23, 2011 meeting. He began reviewing EPS's updated responses to the five questions from the last FORA Board meeting. The response to question #1 described on-going coordination with TAMC as they prepare a presentation to the FORA Board on April 8th. Mr. Endsley introduced Todd Muck of TAMC who provided the committees with a revised power-

point presentation which will be made to the Board at the April 8, 2011 meeting of the FORA Board of Directors. (A copy of the draft presentation is attached to these minutes.) Mr. Muck stated that TAMC voluntarily agreed to assist with the CIP update in order to better match FORA CIP transportation and transit funding with TAMC's regional transportation and transit projects. Mr. Muck noted that "Option 2," presented by the consultant (Environmental Planning Services), focused on the revision to the CIP fee reduction of 36%. However, the total costs for services would stay the same at about \$115M and the project implementation would be stretched out several years. Mr. Muck further discussed the impacts of the fee reduction and provided a table outlining the project phasing. Jim Cook requested additional information in parentheses be inserted on the last slide indicating the years to which projects are being delayed. Mr. Endsley stated that TAMC might want to make it clear in their presentation that their phasing of transportation funds to the light rail project as a replacement to previously described Highway 1 improvements is a TAMC process, unrelated to the proposed FORA fee reduction. Mr. Muck said that the industry standard contingencies were used in regard to the road program (they're already built in to the \$115M) and those contingencies have been left in, whereas the "added" contingencies have been removed (contingencies upon contingencies). Chuck Lande requested that this point be made clear to the Board. Executive Officer Michael Houlemard elaborated by stating that the "other" contingencies were for other than the standard roadways concerns for which FORA is responsible. Brian Boudreaux asked about the total number of housing units to be built. Senior Planner Jonathan Garcia stated that there were 6,160 new residential housing units in the program. Mr. Endsley noted that all rehabilitated, retail and hotel build-outs are also paying fees in proportion to the same percentage reduced for residential housing units. Mr. Boudreaux stated that, since FORA's new residential unit fee encompasses all categories of units, whether the unit is an apartment unit or a single family dwelling unit, the FORA fee structure produces a disincentive to developers to build the needed apartment units for CSUMB students and staff. Mr. Endsley said that there are ways to reduce the fees, noting that the Board could hold an election or the Board can elect to reduce the fees equally across all fee categories. Mr. Endsley further noted that the Board did not want to create a separate fee structure for different units when they adopted the FORA CFD Fee. Mr. Cook asked if FORA staff would be open to the idea of negotiating different credits, incentives, or fee reductions for future developments, which may include apartment complexes, as they move through the entitlement process to eventual FORA Consistency Determinations. Mr. Endsley responded that he did not disagree with anything that Mr. Cook stated.

Mr. Endsley asked Mr. Garcia to describe EPS's updated response to question #2. Mr. Garcia stated that EPS had added several paragraphs to the end of the response. At the last meeting, committee members requested additional information describing the difference between the \$35 million HCP endowment obligation in the 2010-11 CIP and the \$17.5 million contingency item that would be eliminated under Option 2. The \$35 million endowment number assumed a payout rate of 4.5%, which FORA staff believes can be achieved if the funds are professionally managed. A \$52.5 million endowment would be required, assuming a payout rate of 3%, which appears to be the rate of the current approved endowment holders according to the California Department of Fish and Game ("CDFG"). In addition to this information, between Administrative Committee meetings, FORA received a request from the University of California to describe how FORA had updated information from the HCP cost model to include in its CIP. Mr. Garcia described tables at the end of item 6a that showed how the HCP endowment was updated from 2007 dollars to 2011 dollars to be included in the next CIP document.

Mr. Bice and Mr. Gage Dayton (UC Natural Reserves Director) said that UCSC was concerned about the 4% return for the endowment based upon conversations with the CDFG. Mr. Endsley assured the committees that staff could revise the Board report to include verbiage concerning input from finance professionals in Phase II.

Ms. Caraker asked if FORA staff could clarify earlier statements about caretaker/property management cost not being an eligible expenditure of the FORA CFD Fee. Mr. Houlemard clarified that FORA CFD Bond Counsel Paul Thimmig opined that caretaker/property management costs are not eligible expenditures under the CFD (Community Facilities District) fee, and that only non-CFD fees for land holding use could be used. He stated that CFD fees only cover specific costs and not property management or maintenance costs.

There was further discussion among members regarding long-term management costs, capital improvement opportunities, development of the horse park, habitat management, economic reuse (where no revenue is generated), and Mr. Thimmig's letter dated March 24, 2011. However, no motions were made by the committee.

Mr. Houlemard assured the committees that several items, including the discussion for an alternative fee reduction option presented by UC, would be added to the Board report as requested by committee members.

7. **New Business** – None
8. **FORA Board Agenda Review** – Mr. Houlemard gave an overview of the items on the Board Agenda noting three items for approval on the Consent Agenda Item 5b – Imjin Office Park authorization for the Executive Officer to approve purchase of new office furniture bringing FORA into OSHA compliance. Mr. Houlemard reported that FORA has entered into an agreement with the County of Monterey for Ergonomic Assessment services provided by their Ergonomics Manager. Under Item 5c – Senior Project Manager Jim Arnold reported a minor modification in the scope and price due to the Economic Development Administration changes which necessitated an extension of the contract limits with Top Grade Construction. Mr. Houlemard stated that under Item 6b – the Management Agreement modification was not related to the sale of Preston Park. Under New Business, Mr. Houlemard reported that several Board members and members of the public had approached staff inquiring about electronic Board packet distribution and staff was recommending a new policy. He said there were several items under the Executive Officer's report noting Item 8a - an Outstanding Receivables update; the recent Legislative Mission to D.C. which included meetings with the Department of Veterans Affairs, Resources for Defense, USEPA (U.S. Environmental Protection Agency), Bureau of Land Management – naming of the property, and United States Fish and Wildlife. Under Item 8c Habitat Conservation Plan ("HCP"), Mr. Houlemard reported there would be an update report. Under Item 10, Mr. Houlemard noted that there may be a Closed Session item regarding the Preston Park sale.
9. **Adjournment** - There being no further business, Co-Chair Dawson adjourned at 9:58 AM.

Meeting minutes prepared by Daylene Alliman, Deputy Clerk.

FORT ORD REUSE AUTHORITY

100 12th Street, Building 2880

Marina, CA 93933

(831) 883-3672 (TEL) • (831) 883-3675 (FAX) • www.fora.org

**MINUTES OF THE
JOINT ADMINISTRATIVE / CAPITAL IMPROVEMENT PROGRAM COMMITTEE MEETING
Wednesday, April 13, 2011**

1. Call to Order at 8:15 A.M.

Fort Ord Reuse Authority (FORA) Executive Officer Michael A. Houlemard called the meeting to order at 8:17 A.M. The following people, as indicated by signatures on the roll sheet, were present:

Nick Nichols, Monterey County
Daniel Dawson, City of Del Rey Oaks
Lisa Akeson, UCSC
Jim Arnold, FORA
Ray Corpuz, City of Seaside
Rob Robinson, BRAC
Todd Muck, TAMC
Anya Spear, CSUMB
Jonathan Garcia, FORA
Vicki Nakamura, MPC
Scott Hilk, MCP
Michael Houlemard, FORA
Gordon Siebert, Monterey County

Chuck Lande, Marina Heights
Pat Ward, Bestor Engineers
Bob Schaffer, MCP
Patrick Breen, MCWD
Steve Endsley, FORA
Jim Cook, Monterey County
Debby Platt, City of Marina
Ian Gillis, Urban Community Partners (UCP)
Keith McCoy, UCP
Kathleen Lee, Monterey County/Supervisor Potter
Jim Feeney, FORA
Crissy Maras, FORA

2. Pledge of Allegiance

Chair Houlemard asked Monterey County representative Nick Nichols, who agreed, to lead the pledge of allegiance.

3. Acknowledgements, Announcements and Correspondence - none

4. Public Comment Period - none

5. Approval of the March 30, 2011 Meeting Minutes

On a motion made by City of Del Rey Oaks representative Daniel Dawson and seconded by City of Marina representative Debby Platt, the meeting minutes were approved as presented (with the removal of meeting attendees that were noted on the 3/30 minutes twice: Brian Boudreaux and Beth Palmer).

6. Old Business

a. Delinquent Jurisdictional Reports Regarding Land Use Covenants

Chair Houlemard stated that this item has been on Administrative Committee agendas for the last couple of months. Land Use Jurisdictions (LUJs) received the report format that is acceptable to the regulatory agencies. The regulatory agencies will not accept partial submittal; therefore FORA is awaiting outstanding reports in order to submit a complete packet. FORA Senior Planner Jonathan Garcia will be in contact with those LUJs that have not yet submitted their report.

b. Eastside Parkway Memorandum of Agreement - timeline

Mr. Garcia explained that the original deadline for submittal of comments was April 4th. FORA is currently awaiting Monterey Peninsula College's (MPC) comments. MPC representative Vicki Nakamura responded that an environmental consultant is evaluating the current roadway alignment, and MPC

~~expects to submit comments within 2-3 weeks.~~ Ms. Nakamura will work with Mr. Garcia to meet a hopeful target date of May 1st for comment submittal.

Monterey County representative Jim Cook asked if the lack of a finalized MOA is slowing down Eastside Parkway design work. FORA Senior Project Manager Jim Arnold responded that general agreement on the alignment is required before the design process can begin. There were three alignment options being reviewed to determine the most viable option. MPC is focusing on the 3rd option which provides the best rate of travel and additionally avoids PG&E steel pylons.

Mr. Cook asked if the FORA Executive Committee and/or FORA Board would be informed about this critical path item delay. He also asked if it was true that the Eastside Parkway ROW was being appraised. Chair Houlemard responded that he spoke with MPC president Dr. Garrison and received MPC's commitment to submit comments on this agreement. Additionally, CSUMB representative Anya Spear confirmed that CSUMB is working on an appraisal for the ROW.

Chair Houlemard noted that the current schedule brings this item to the Board in May under the general category of Capital Improvement Program review.

UCP representative Ian Gillis asked if FORA staff could provide a presentation providing a brief summary of how the Eastside Parkway alignment was determined. Chair Houlemard noted that this information could be valuable and staff would provide a power point presentation (PPT) and brief history of this item at the next Administrative Committee meeting.

c. Capital Improvement Program

Mr. Garcia referred to an April 13th FORA memo in the meeting packet which provided the new developer fee schedule as approved by the FORA Board at their April meeting. Chair Houlemard asked LUJ representatives to confirm development forecasts provided during the CIP review process, which are about 6 months old, with developers by April 27th.

The Board directed staff to bring policy adjustments required to effect a fee reduction to their May meeting. A PPT of the draft FY 11/12 CIP document will also be provided in May with adoption requested in June.

Ms. Platt asked if the affordable housing tiers were affected by the developer fee reduction. Mr. Garcia explained that Tier 1 is 1/20th of the residential rate; Tiers 2 and 3 are the same as the existing residential rate.

7. New Business

a. Fort Ord Recreational Habitat Area (FORHA) Master Plan

i. Presentation by Bellinger, Foster, Steinmetz Landscape Architecture

ii. Funding Discussion

Mr. Cook explained that Monterey County is due to receive approximately 1300 habitat acres on the former Fort Ord which is currently viewed as an unfunded liability. The FORT Friends, a recreational users group, is hopeful to work with the County to ensure continued access to these habitat areas. The County would like to prepare a master plan to address how the property can best be used. Mr. Cook additionally noted that a cohesive plan for the use of these habitat parcels would add value to other Fort Ord residential developments. The County, FORT Friends (\$5K invested), and the Monterey Downs Horse Park have contributed funds toward preparation of a master plan and the County is requesting FORA contribute funds to match those collected.

The County selected Bellinger, Foster and Steinmetz Landscape Architecture (BFSLA) to refine the master plan concept and Mr. Cook introduced Mike Bellinger, who provided a PPT. Mr. Bellinger highlighted the value of connectivity across Bureau of Land Management lands, Laguna Seca, and coastal trails. He noted that BFSLA has experience working with stakeholders on a variety of proposals. The

Master Plan must go through an environmental review process. Executive Officer Houlemard stated that a Master Plan could be an advantage to former Fort Ord developments and noted that residential development projects, CSUMB's students, boarders and athletes, and others are directly impacted by the use of trails through habitat lands. He added that staff plans to request the FORA Board consider funding \$20K through the CIP as a credit against Eastside Parkway project costs.

Marina Heights representative Chuck Lande asked if funding recreational uses was in FORA's scope and noted that a similar process had occurred in the Mammoth Lakes area and a publicly funded vehicle was created to move that plan forward. He noted his concern that a precedent would be set if FORA contributed the requested funds. Mr. Cook responded that the original FORA CIP included a \$12M caretaker costs/property management line item and he believed these costs are in-line with the intent of that contingency item.

Marina Community Partners (MCP) representative Scott Hilk stated his opinion that this request may be the first small step in funding a larger program. MCP representative Bob Shaffer asked if this would be a self-sustaining project and added that recreational users should pay for these types of uses. Mr. Cook responded that the County has been researching the possibility of adding a surcharge to local event fees to generate revenue for long-term funding.

8. Follow-up to the April 8, 2011 FORA Board Meeting

The Board directed staff to prepare documents and policies to effect a 27% decrease to the current development fee (charged in 2011) at the May Board meeting and also directed staff to bring back a phase II CIP review scope of work. Staff will prepare a report and appropriate resolutions and/or ordinances to implement the fee reduction. Staff drafted a resolution and sent it to special district counsel Paul Thimmig to confirm the policy adjustments required to implement a fee reduction. When Mr. Thimmig responds, that information will be sent to the committees.

Mr. Garcia noted that most of the adjustments approved as a part of option 2C were modifications that would be made within the CIP, such as consolidating certain contingency line items, removing certain contingency line items, moving the \$20M FORA voluntary water augmentation contribution out of the contingency and into CIP funding, etc. Acting Assistant Executive Officer Steve Endsley added that reprogramming the CIP is still an annual exercise.

Mr. Endsley additionally noted that an outline of the EPS Phase II scope of work and accompanying contract would be sent to the Administrative Committee in preparation for the May Board meeting. That scope of work, along with actions recommended by special district counsel Thimmig, will be on the May 13th FORA Board agenda. Chair Houlemard added that staff will attempt to get all policy adjustments confirmed in May with an updated CIP document adopted in June with a July 1 effective date.

9. Items from Members - none

10. Adjournment

The meeting was adjourned at 9:30 A.M.

Meeting minutes prepared by Crissy Maras, Administrative Coordinator

FORT ORD REUSE AUTHORITY BOARD REPORT**EXECUTIVE OFFICER'S REPORT****Subject:** Finance Committee - report**Meeting Date:** May 13, 2011**Agenda Number:** 10c**INFORMATION****RECOMMENDATION(S):**

Receive minutes from the April 25, 2011 Finance Committee (FC) meeting.

BACKGROUND/DISCUSSION:

The FC met on April 25, 2011 to discuss the preliminary FY 11-12 budget. The FC suggested some format changes and requested additional information regarding the salaries and benefits budget impact. The budget discussions will continue at the May 23 FC meeting. Please refer to the attached minutes for more details.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved FY 10-11 budget.

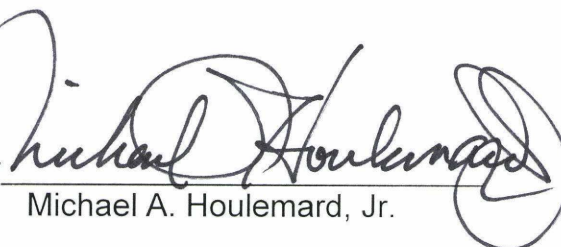
COORDINATION:

Finance Committee

Prepared by


Marcela Fridrich

Approved by


Michael A. Houlemard, Jr.



Fort Ord Reuse Authority

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

Finance Committee Meeting Monday, April 25, 2011 at 2:00 pm Action Minutes – DRAFT

DRAFT

Present: Chair Sue McCloud, Members: Graham Bice, Hunter Harvath, Ian Oglesby
Staff: Michael Houlemard, Ivana Bednarik, Steve Endsley, Marcela Fridrich
Absent: Bill Kampe (Excused)

AGENDA

The Finance Committee (FC) discussed the following agenda items:

1. Roll Call:
A quorum was achieved at 2:00 PM.
2. February 3, 2011 Minutes:
Approved (Motion Bice, Second Harvath), passed 4-0.
3. FY 11-12 Preliminary Budget:
FC members received the preliminary FY 11-12 budget electronically prior to the meeting. Ivana Bednarik introduced the item and distributed a modified budget format version. FC discussed and accepted the modified format. Chair McCloud suggested changing the title of Ending fund balance to "Budget Surplus". Member Harvath recommended adding "Deficit" to the title change. FC members discussed the revenue items for the upcoming year and confirmed staff approach to include in the budget only revenues that are reasonably certain. Members reviewed itemized expenditures table in detail. Chair McCloud asked about the increase in travel budget item. Michael Houlemard explained that the increase will cover added legislative trips to Sacramento and ADC trips for him and executive committee members. Chair McCloud discussed staff suggestion to explore alternative ways to achieve similar results by utilizing the latest video-communication technology. She asked staff to provide members with cost analysis of potential equipment purchase. Ivana Bednarik explained the questioned increase in the computer support category which is designated to cover consultant services previously done in house by Sharon Strickland who is leaving FORA. FC members asked about Authority Counsel, Legal fees and Base Reuse Plan (BRP) Review budget items. Michael Houlemard explained that legal fees will cover the outside of FORA legal services related to Preston Park disposition and BRP reassessment. He is asking for an increase for Authority Counsel due to assignment volume. FC members asked about his overhead and other expenses paid by FORA and suggested capping an increase to 5%. Michael Houlemard briefed FC members on BRP review project requirements. Steve Endsley informed members that consultant selection will be done through the RFP process. FC members reviewed the Salary/Benefits and Staffing adjustments table. Ivana Bednarik itemized the 10% proposed budget increase for this category. The budget increase covers the new full time hire of Assistant Planner, salary adjustments, 2.5% COLA, vacation cash out and work-load stipends. Chair McCloud questioned the cost efficiency of hiring a new employee considering FORA sunset in 2014 versus hiring a consultant. Michael Houlemard replied that new position should not cost more than \$70K per year including benefits and could assist planning staff with multiple projects. Ivana Bednarik pointed out that the last COLA increase was awarded to FORA employees in FY 08-09. She explained her intention to update/revise the current vacation/sick leave policy which does not limit cash-out vacation hours. Member Oglesby asked for a cost analysis of FORA accrued vacation/sick leave liability. Michael Houlemard asked FC to give him a flexibility to award work-load related stipends if circumstances arise. FC requested staff provide itemized budget impact analysis for the following budget meeting and justification for the COLA.
4. 2011 Meeting Calendar:
The next FC meeting was set for May 23, 2011 at 2:00 PM. FC approved the 2011 meeting calendar. Approved (Motion Oglesby, Second Harvath), passed 4-0.
5. Adjournment:
The meeting adjourned at 3:30PM.

FORT ORD REUSE AUTHORITY BOARD REPORT**EXECUTIVE OFFICER'S REPORT**

Subject:	Executive Officer's travel report	
Meeting Date:	May 13, 2011	INFORMATION/ACTION
Agenda Number:	10d	

RECOMMENDATION(S):

- i. Receive a report regarding trips to; Seattle meeting with the Economic Development Administration ("EDA"), Sacramento hearing regarding AB 629, and Environmental Services Cooperative Agreement ("ESCA") meeting in San Francisco.
- ii. Authorize \$2,000.00 increase in travel budget authority for FY 10-11.

BACKGROUND/DISCUSSION:

The Executive Officer regularly submits reports to the Executive Committee providing details of his travel requests, including those by the Fort Ord Reuse Authority ("FORA") staff and board members. Travel expenses may be paid or reimbursed by FORA, outside agencies/ jurisdictions/organizations, or a combination of these sources. The Executive Committee reviews and approves these requests, and the travel information is reported to the Board as an informational item.

April 7th, 2011 - Assistant Executive Officer, Jim Feeney met with the interim replacement representative, Mr. David Farnsworth-Martin. Meetings also included: Richard Manwering, Area Director for EDA and discussed FORA's role in representing the member jurisdictions, managing a multitude of contracts with EDA funding since 1995 through the current EDA grant, Phase II of which will be awarded by the FORA Board this coming May 13, 2011.

April 26, 2011 - ESCA Program Manager, Stan Cook attend the Annual Fort Ord Cleanup Team (MR BCT), Team Building Exercise. The MR BCT is comprised of the Fort Ord BRAC Office staff, EPA and DTSC Regulators, FORA ESCA Team members and the ARCADIS ESCA Team staff members. Mr. Cook attended a presentation by the Presidio of San Francisco Trust on their Environmental Remediation project, past, present and future and participated in a tour of the Environmental Remediation projects at the Presidio of San Francisco.

April 26 and 27, 2011 - Executive Officer Houlemard and Senior Planner Jonathan Garcia traveled to the state capitol regarding the hearing for AB 629 Veterans Cemetery issue on and also met with John Laird, California Secretary for the State's Resources Agency regarding the Habitat Conservation Plan processing; Stewart Black, Department of Toxic Substance Control regarding the ESCA implementation; and Anna Caballero, Secretary of the State and Consumer Services Agency of California regarding General Services role with the Veterans Cemetery.

The trip was successful and the Veterans Committee passed the bill consent unanimously. It is anticipated there will be no opposition to AB 629.

FISCAL IMPACT:

Reviewed by FORA Controller 

In January 2011, the Executive Committee recommended and the Board approved increasing the budget authority by \$2,000 from \$16,000 to \$18,000 to provide sufficient funding through the fiscal year. Due to additional Veterans Cemetery and other unanticipated travel, the modified budget has been fully expended by the April 26 Sacramento trip. The Executive officer is requesting an additional increase in the travel budget authority to cover any other legislative coordination issues that may surface.

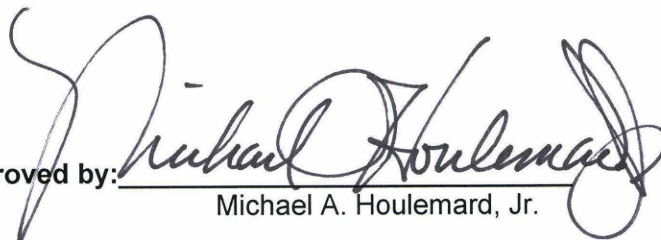
COORDINATION:

JEA & Associates

Prepared by:


Daylene Alliman

Approved by:


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Legislative Committee Report

Meeting Date: May 13, 2011

Agenda Number: 10e

INFORMATION/ACTION

RECOMMENDATION:

1. Receive a report from the Fort Ord Reuse Authority ("FORA") Legislative Committee.
2. Approve the Legislative Committee reviewed State Legislation positions.

BACKGROUND/DISCUSSION:

The Legislative Committee met on May 2, 2011 to discuss the status of the federal and state legislative matters, including review of pending State of California legislation forwarded by John Arriaga (FORA Sacramento representative). During the meeting, the committee considered several legislative proposals, directed staff to delete some monitored items, heard staff recommended positions on other items, and directed staff to forward the attached position recommendations for Board consideration.

In most cases, the recommended position is to "watch," in two cases the position is "oppose," and two other cases the position is "support." The reasoning for the oppose positions, AB 101 and AB 286 (unless amended), are that each bill would have a negative impact on FORA revenues or programs. The support positions are for bills 629 and 343, each have clear benefits to FORA or its jurisdictions or are consistent with a FORA Board policy/action. Draft minutes of the Legislative Committee will be presented at the June Board meeting.

FISCAL IMPACT:

Reviewed by FORA Controller 

Staff time for this item is included in the approved FY 10-11 budget.

COORDINATION:

Legislative Committee, JEA and Associates.

Prepared by


Daylene Alliman

Approved by


Michael A. Houlemard, Jr.

Fort Ord Reuse Authority

Legislative Bill Track As of: 5-2-2011

AB 14 (Wieckowski D) **Redevelopment: Fremont Redevelopment Agency.** - **WATCH**

Introduced: 12/6/2010

Status: 1/24/2011-Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities in order to address the effects of blight, as defined, in those communities and requires to prepare, or cause to be prepared, and to approve a redevelopment plan for each project area. That law sets forth various procedural requirements of a redevelopment agency for its adoption of a redevelopment plan. This bill would authorize the Fremont Redevelopment Agency to adopt a redevelopment plan for a project area encompassing or surrounding the New United Motor Manufacturing, Inc. (NUMMI) automobile manufacturing plant and the Warm Springs Bay Area Rapid Transit (BART) station. The bill would set forth alternative conditions that cause blight for the purpose of the adoption of this redevelopment plan. The bill would provide that the redevelopment plan would not be required to demonstrate conformance with the community's general plan, but would prohibit the agency from receiving or using tax increment funds from the project area until its legislative body determines that the redevelopment plan is consistent with the general plan. The bill would also make other changes to the plan adoption process in order to streamline that process. This bill contains other related provisions and other existing laws.

AB 101 (Committee on Budget) **Community redevelopment.** - **OPPOSE**

Introduced: 1/10/2011

Last Amended: 3/15/2011

Status: 3/16/2011-Read second time. Ordered to third reading. Re-referred to Com. on B. & F.R. pursuant to Joint Rule 10.5. From committee: Do pass. (Ayes 9. Noes 7.) (March 16). Ordered to third reading.

Calendar:

4/28/2011 #59 SENATE ASSEMBLY BILLS-THIRD READING FILE

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined. Existing law provides that an action may be brought to review the validity of the adoption or amendment of a redevelopment plan by an agency, to review the validity of agency findings or determinations, and other agency actions. This bill would revise the provisions of law authorizing an action to be brought against the agency to determine or review the validity of specified agency actions. This bill contains other related provisions and other existing laws.

AB 343 (Atkins D) **Redevelopment plans: environmental goals.** **Support** **(Integrate Planning May 11 in Local Government Committee)**

Introduced: 2/10/2011

Status: 4/27/2011-Action From H. & C.D.: Do pass. To L. GOV.

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities in order to address the effects of blight, as defined, in those communities and requires those agencies to prepare, or cause to be prepared, and approve a redevelopment plan for each project area. Existing law requires, among other things, that each redevelopment plan be consistent with the community's general plan. This bill would require each redevelopment plan to consider and identify strategies for how redevelopment projects will help attain the climate, air quality, and energy conservation goals or applicable regional greenhouse gas emission reduction targets. This bill contains other existing laws.

AB 445 (Carter D) Extend Redevelopment Agencies in Military closed communities. - WATCH

Introduced: 2/15/11

Last Amended:

Status: 03/31/2011- In ASSEMBLY. Read second time and amended. Re-referred to Committee on Housing and Community Development

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined. The law also authorizes an agency to adopt a project area that includes federal military base properties that have been closed by the federal government, for purposes of redevelopment, as specified. This bill requires that a redevelopment agency shall continue in full force and effect with respect to a military base reuse project under the jurisdiction of that agency.

AB 629 (Monning D) Veterans cemetery. SUPPORT

Introduced: 2/16/2011

Last Amended: 4/4/2011

Status: 4/27/2011-From committee: Do pass and re-refer to Com. on APPR. with recommendation: to consent calendar. (Ayes 9. Noes 0.) (April 26). Re-referred to Com. on APPR.

Summary: Existing law requires the Department of Veterans Affairs, in voluntary cooperation with the Board of Supervisors of the County of Monterey, the City of Seaside, the Fort Ord Reuse Authority, and local agencies to design, develop, and construct the California Central Coast Veterans Cemetery at Fort Ord, as specified. The State Contract Act requires projects that are not under the jurisdiction of specified departments to be under the charge and control of the Department of General Services. This bill would authorize the Department of Veterans Affairs to enter into an agreement with the Fort Ord Reuse Authority for the veterans cemetery project to be under the sole charge and direct control of the authority.

AB 936 (Hueso D) Redevelopment: debt forgiveness: public notice.

Introduced: 2/18/2011

Status: 4/27/2011-Action From H. & C.D.: Do pass. To APPR. - WATCH

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined. Existing law requires the agencies, among other things, to comply with public hearing and notice requirements relating to, among other things, the adoption and amendment of redevelopment plans, the expenditure of funds, and the financing of projects. This bill would require that, with regard to matters considered by a local legislative body, any matter on a meeting agenda to forgive a loan, advance, or indebtedness of a redevelopment agency be made public at a public meeting at least 2 weeks prior to the adoption of any action relating to that matter. The bill would require the chief financial official of the local legislative body to be present at the meeting to provide information relating to the financial health of the agency's funds. The bill would also prohibit the adoption of any redevelopment agency debt forgiveness proposal from being placed on a consent calendar. By imposing new duties on local public officials, the bill would create a state-mandated local program. This bill contains other related provisions and other existing laws.

AB 1209 (Cook R) Department of Veterans Affairs: veterans' services. - WATCH

Introduced: 2/18/2011

Last Amended: 4/11/2011

Status: 4/27/2011-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 26). Re-referred to Com. on APPR.

Summary: Existing law establishes the Department of Veterans Affairs, which is responsible for administering various programs and services for the benefit of veterans. This bill would appropriate the sum of \$7,300,000 from the General Fund to the Department of Veterans Affairs to provide for specified veterans' services.

AB 1338 (Hernández, Roger D) Local government: economic development: financial assistance. - WATCH

Introduced: 2/18/2011

Status: 4/27/2011-In committee: Set, second hearing. Hearing canceled at the request of author.

Calendar:

5/11/2011 1:30 p.m. - State Capitol, Room 447 ASSEMBLY LOCAL GOVERNMENT, SMYTH, Chair

Summary: Existing law authorizes a local agency, as defined, to require an applicant for economic development loans, grants, or similar financial assistance to sign a statement under penalty of perjury that he or she has not been convicted of a felony. This bill would require a local agency, as defined, that provides financial subsidies for economic development prior to paying out any financial subsidies to make a written finding that the financial subsidy is not a gift of public funds, and, if relevant, require the developer to provide a 3rd-party appraisal of the property based on the fair market value of the property. The bill would, if relevant, prohibit the local agency from providing more than 25% of the total financial subsidy until the developer can demonstrate that the project is ready to enter the construction phase, and no more than 50% of the total financial subsidy until the developer can demonstrate that at least 50% of the project, as proposed, has been completed. The bill would authorize the local agency to require the developer to return the financial subsidy if, after 2 years from approval, the project is not yet ready to enter the construction stage. This bill contains other related provisions.

SB 77 (Committee on Budget and Fiscal Review) Community redevelopment. - OPPOSE
(Linked with AB 101)

Introduced: 1/10/2011

Last Amended: 3/15/2011

Status: 3/17/2011-Motion to reconsider continued to April 28.

Calendar:

4/28/2011 #30 ASSEMBLY UNFINISHED BUSINESS RECONSIDERATION

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined. Existing law provides that an action may be brought to review the validity of the adoption or amendment of a redevelopment plan by an agency, to review the validity of agency findings or determinations, and other agency actions. This bill would revise the provisions of law authorizing an action to be brought against the agency to determine or review the validity of specified agency actions. This bill contains other related provisions and other existing laws.

SB 194 (Committee on Governance and Finance) Local government: omnibus bill. - WATCH

Introduced: 2/8/2011

Last Amended: 4/7/2011

Status: 4/28/2011-Action From CONSENT CALENDAR: Read second time.To CONSENT CALENDAR.

Calendar:

4/28/2011 #13 SENATE SENATE BILLS-SECOND READING FILE

Summary: The Shasta County Regional Library Facilities and Services Act establishes the Shasta County Regional Library Facilities and Services Commission, and authorizes the commission to, among other things, issue bonds, levy a special tax pursuant to the Mello-Roos Community Facilities Act of 1982, levy a special tax pursuant to Section 4 of Article XIII A of the Constitution, levy a retail transactions and use tax, and levy service charges and fines, as specified. This bill would repeal this act. This bill contains other related provisions and other existing laws.

SB 286 (Wright D) Redevelopment. - WATCH

Introduced: 2/14/2011

Last Amended: 4/27/2011

Status: 4/27/2011-From committee with author's amendments. Read second time and amended. Re-referred to Com. on GOV.& F.

Calendar:

5/4/2011 9:30 a.m. - Room 112 SENATE GOVERNANCE AND FINANCE, WOLK, Chair

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined, in blighted areas in those communities known as project areas. Existing law requires that each redevelopment agency submit the final report of any audit undertaken by any other local, state, or federal government entity to its legislative body and to additionally present an annual report to the legislative body containing specified information. This bill would, until January 1, 2013, prohibit the legislative body of a city, county, or city and county from adopting an ordinance to adopt or amend a redevelopment plan, as described. The bill would also impose new requirements on the agency with respect to implementation plans and evidentiary standards and expand existing prohibitions on agency direct assistance to certain projects. This bill contains other related provisions and other existing laws.

SB 450 (Lowenthal D) Redevelopment. - WATCH

Introduced: 2/16/2011

Last Amended: 4/11/2011

Status: 4/13/2011-Set for hearing May 2.

Calendar:

5/2/2011 11 a.m. - John L. Burton Hearing Room 4203 SENATE APPROPRIATIONS, KEHOE, Chair

Summary: The Community Redevelopment Law requires that each redevelopment agency submit the final report of any audit undertaken by any other local, state, or federal government entity to its legislative body and to additionally present an annual report to the legislative body containing specified information. This bill would require the agency to include additional information relating to any major audit violations, as defined, any corrections to those violations, and planning and general administrative expenses of the Low and Moderate Income Housing Fund. The bill would authorize the Controller to conduct quality control reviews of independent financial audit reports and require the Controller to the results of his or her reviews. The Controller would be required to comply with certain notification and referral provisions in the event that the audit was conducted in a manner that may constitute unprofessional conduct. This bill contains other related provisions and other existing laws.

SB 499 (Huff R) Redevelopment: tax increment calculations. - WATCH

Introduced: 2/17/2011

Last Amended: 4/11/2011

Status: 4/27/2011-Set, first hearing. Hearing canceled at the request of author.

Summary: The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, as defined, in blighted areas in those communities known as project areas. The California Constitution authorizes a redevelopment agency to receive funding through tax increments attributable to increases in assessed property tax valuation in a project area due to redevelopment. Existing statutory law also requires an agency to remit specified funds based on net tax increment apportioned to the agency for deposit in separate funds for various purposes. This bill would authorize a redevelopment plan to contain a provision that limits the dollar amount of property tax increment revenue that may be divided and allocated to the agency, as specified, in any single year. The bill would also require that a certain portion of taxes received by or apportioned to an agency be based on a prescribed amount in the course of making a calculation relating to a required agency payment or allocation. This bill contains other related provisions.