



# FORT ORD REUSE AUTHORITY

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

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

## REGULAR MEETING

### FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, April 10, 2015 at 2:00 p.m.

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

## AGENDA

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. CLOSED SESSION

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – 2 Cases
  - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961
  - ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856

### 4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

### 5. ROLL CALL

### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE      INFORMATION

### 7. CONSENT AGENDA

- a. Approve February 13, 2015 Board Meeting Minutes ([pg. 1-4](#))      ACTION
- b. Approve March 13, 2015 Board Meeting Minutes ([pg. 5-9](#))      ACTION

### 8. BUSINESS ITEMS

- a. Consider Fort Ord Reuse Authority Prevailing Wage Program ([pg. 10-36](#))      INFORMATION/ACTION
- b. Ord Community Water Augmentation ([pg. 37-47](#))
  - i. Receive Local Agency Coordination Update      INFORMATION
  - ii. Review March 13, 2015 Fort Ord Reuse Authority Board Meeting Q&A      INFORMATION
  - iii. Authorize Ord Community Desalinated Water Augmentation 10 Percent Conceptual Planning      ACTION
- c. Economic Development Program ([pg. 48-55](#))      INFORMATION
  - i. Economic Development Coordinator Recruitment Update
  - ii. Receive Program Status Report
- d. Regional Urban Design Guidelines Update ([pg. 56-66](#))      INFORMATION
  - i. Contract Implementation Report
  - ii. Consultant Team Product Delivery Report

e. Review Transportation Agency for Monterey County  
Marina-Salinas Multimodal Corridor Plan (pg. 67-78) INFORMATION

f. Environmental Services Cooperative Agreement Quarterly Update (pg. 79-81) INFORMATION

## 9. PUBLIC COMMENT PERIOD

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

## 10. EXECUTIVE OFFICER'S REPORT

a. Outstanding Receivables (pg. 82) INFORMATION

b. Habitat Conservation Plan Update (pg. 83) INFORMATION

c. Administrative Committee (pg. 84-88) INFORMATION

d. Finance Committee (pg. 89) INFORMATION

e. Post Reassessment Advisory Committee (pg. 90-92) INFORMATION

f. Regional Urban Design Guidelines Task Force (pg. 93-95) INFORMATION

g. Veterans Issues Advisory Committee (pg. 96-98) INFORMATION

h. Water Wastewater Oversight Committee (pg. 99-101) INFORMATION

i. Travel Report (pg. 102-103) INFORMATION

j. Public Correspondence to the Board (pg. 104) INFORMATION

## 11. ITEMS FROM MEMBERS

## 12. ADJOURNMENT

**NEXT BOARD MEETING: MAY 8, 2015**

Persons seeking disability related accommodations should contact FORA 48 hrs prior to the meeting. This meeting is recorded by Access Monterey Peninsula and televised Sundays at 9 a.m. and 1 p.m. on Marina/Peninsula Chanel 25. The video and meeting materials are available online at [www.fora.org](http://www.fora.org).



# FORT ORD REUSE AUTHORITY

## BOARD OF DIRECTORS REGULAR MEETING MINUTES

Friday, February 13, 2015 at 2:00 p.m.

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

### 1. CALL TO ORDER

Chair O'Connell called the meeting to order at 2:00 p.m.

### 2. PLEDGE OF ALLEGIANCE

Chair O'Connell led the Pledge of Allegiance.

### 3. CLOSED SESSION

The Board adjourned into closed session at 2:01 pm

#### a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – 2 Cases

i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961

ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856

### 4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

The Board reconvened into open session at 2:11 pm and Authority Counsel Jon Giffen announced no reportable action had been taken.

### 5. ROLL CALL

**Voting Members Present:** (\*alternates)(AR: entered after roll call)

Chair/Mayor Pro-Tem O'Connell (City of Marina)  
Mayor Edelen (City of Del Rey Oaks)  
Mayor Gunter (City of Salinas)  
Councilmember Haffa (City of Monterey)  
Councilmember Lucius (City of Pacific Grove)  
Councilmember Morton (City of Marina)

Mayor Pro-Tem Oglesby (City of Seaside)  
Supervisor Parker (County of Monterey)  
Mayor Pendergrass (City of Sand City)  
Supervisor Phillips (County of Monterey)  
Supervisor Potter (County of Monterey)  
Mayor Rubio (City of Seaside)

**Absent:** Mayor Pro-Tem Beach (City of Carmel-by-the-Sea)

**Ex-officio (Non-Voting) Board Members Present:** Donna Blitzer (University of California, Santa Cruz), Eduardo Ochoa (California State University, Monterey Bay), Walter Tribley (Monterey Peninsula College), P.K. Diffenbaugh (Monterey Peninsula Unified School District), Lisa Rheinheimer (Monterey-Salinas Transit), Bill Collins (Fort Ord Base Realignment and Closure Office), and Director Le (Marina Coast Water District).

### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

#### a. FORA Board Meeting Protocol

Chair O'Connell discussed his procedure for conducting Board meetings and receiving Board/public comments.

**b. March 13, 2015 California Central Coast Veterans Cemetery (CCCVC) Ground Breaking Celebration**

Executive Officer Houlemard announced that the CCCVC Ground Breaking Celebration would take place at 10:30 am on March 13, 2015 at the Stillwell Community Center in Seaside. He added that staff would be presenting a request to the Executive Committee for approval of a small FORA contribution to the event budget.

**c. FORA Board Annual Legislative Session Schedule**

Mr. Houlemard explained that staff planned to tentatively agendize the Annual Legislative Session for the March 13<sup>th</sup> Board meeting, in an attempt to capitalize on the presence of state and federal elected representatives in town for the ground breaking celebration. The Legislators' ability to participate would be largely dependent upon the attendance of VIP guests, and staff may need to reschedule the session for a subsequent meeting.

**d. Receive Report from Dover, Kohl & Partners on the Regional Urban Design Guidelines (RUDG) Charrette**

Mr. Houlemard stated that effective consultant support over the prior two weeks had resulted in what staff considered to be a successful charrette process. He noted that the draft RUDG would be presented for Board and public review in spring/summer and introduced RUDG consultant team members Jason King and Dena Beltzer. The consultant team members reported on the charrette workshops, design sessions, and technical reviews and provided an overview of the regional economic analysis.

**7. CONSENT AGENDA**

**a. Approve January 9, 2015 Board Meeting Minutes**

**b. 2015 Ad-hoc Advisory Committee Reauthorizations: Veterans Issues Advisory Committee and Post Reassessment Advisory Committee**

**c. Confirm Chair Appointments to FORA Legislative and Finance Committees**

MOTION: Councilmember Morton moved, seconded by Supervisor Parker, to approve the consent agenda as presented.

MOTION APPROVED UNANIMOUSLY: Ayes: Edelen, Gunter, Haffa, Lucius, Morton, O'Connell, Oglesby, Parker, Pendergrass, Phillips, Potter, Rubio.

**8. BUSINESS ITEMS**

**a. 2<sup>nd</sup> Vote: Approve Executive Officer Compensation Adjustment**

Authority Council Jon Giffen presented the item and provided Board clarification on the motion.

ORIGINAL MOTION (from 1/9/15 Board meeting): authorize a 4 percent salary adjustment and an \$8,400 per year benefit increase to Executive Officer (EO) compensation, as recommended by the Executive Committee (staff report alternative #2).

2<sup>ND</sup> VOTE PASSED: Ayes: Edelen, Gunter, Lucius, Oglesby, Pendergrass, Phillips, Potter, Rubio. Noes: Morton, O'Connell, Parker, Haffa. Abstentions: None. Absent: Beach.



**b. Rescind Monterey Bay Economic Partnership Agreement**

Mr. Houlemard presented the item, responded to Board questions, and received comments from the public. Mr. Houlemard noted that the Finance and Executive Committees would review additional information on economic development opportunities in anticipation of staff's presentation at the next Board meeting.

MOTION: Mayor Edelen moved, seconded by Councilmember Morton, to rescind the agreement with the Monterey Bay Economic Partnership, approved on December 12, 2014.

MOTION RECEIVED MAJORITY APPROVAL (2<sup>nd</sup> Vote Required): Ayes: Edelen, Lucius, Morton, O'Connell, Parker, Pendergrass, Phillips, Potter, Haffa. Noes: Gunter, Oglesby, Rubio. *Abstentions*: None. *Absent*: Beach.

**c. FORA FY 2014-15 Mid-Year Budget**

Mr. Houlemard presented the item.

MOTION: Mayor Edelen moved, seconded by Councilmember Lucius, to adopt the FY 14-15 Fort Ord Reuse Authority Mid-Year Operating Budget approving additional expenditures, as recommended by the Finance and Executive Committees.

MOTION PASSED UNANIMOUSLY

**d. Authorize Preston Park Loan Application**

Principal Analyst Robert Norris presented the item, noting that the proposed loan application would be completed only in the event that the sale of Preston Park to Marina did not move forward as anticipated. He explained that the existing loan's impending expiration required approval of a concurrent contingency.

MOTION: Mayor Rubio moved, seconded by Supervisor Parker, to authorize the Executive Officer to initiate a Preston Park Loan Application with Rabobank.

MOTION PASSED UNANIMOUSLY

**e. Prevailing Wage Status Report**

Mayor Rubio described current issues with enforcement of prevailing wage on Fort Ord and indicated his desire for FORA to take a larger enforcement role. Mr. Norris provided background information on recent prevailing wage complaints and responded to questions from the Board.

MOTION: Mayor Rubio moved, seconded by Supervisor Parker, to direct staff to explore labor compliance alternatives that would provide additional information regarding: 1) FORA as a potential prevailing wage enforcement entity, 2) reliable third-party compliance alternatives, and 3) plans for enforcement beyond FORA sunset.

MOTION APPROVED UNANIMOUSLY

**9. PUBLIC COMMENT PERIOD**

The Board received comments from members of the public.

**10. EXECUTIVE OFFICER'S REPORT**

**a. Outstanding Receivables**

No report given on this item.

**b. Habitat Conservation Plan Update**

No report given on this item.

**c. Administrative Committee**

No report given on this item.

**d. Finance Committee**

No report given on this item.

**e. Post Reassessment Advisory Committee**

No report given on this item.

**f. Regional Urban Design Guidelines Task Force**

Mr. Houlemard stated that the Task Force's extra work had contributed greatly to the quality of the product staff was receiving from the consultants. Board members discussed their impressions of the process so far and the applicability and implementation of the RUDG.

**g. Travel Report**

Mr. Houlemard explained that the Chair had requested staff consider a new travel procedure to allow more exposure and opportunity for new Board members and those who had not previously participated in FORA legislative missions. He stated that he would work with Board members to pair more seasoned members with newer Board members for trips/conferences, in accordance with Chair O'Connell's proposed procedure.

**h. Public Correspondence to the Board**

No report given on this item.

**11. ITEMS FROM MEMBERS**

Supervisor Parker announced that the RUDG process provided each jurisdiction an opportunity to work with the consultants independently to look at their own jurisdictional plan. The County of Monterey had approved paying half of the jurisdiction's cost of engaging with the design team, up to 10,000. Supervisor Parker stated that she would provide the Deputy Clerk with additional information on this opportunity.

Director Le announced that the Marina Coast Water District would present plans for a proposed Ord Community water augmentation project at the March 13<sup>th</sup> FORA Board meeting in hopes of receiving FORA Board endorsement. Chair O'Connell requested that the agenda item request be submitted in writing to him, noting he would work with the Executive Officer to determine the most appropriate legislative process for the item.

**12. ADJOURNMENT**

Chair O'Connell adjourned the meeting at 4:25 p.m.



# FORT ORD REUSE AUTHORITY

## BOARD OF DIRECTORS REGULAR MEETING MINUTES

Friday, March 13, 2015 at 2:00 p.m.

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

### 1. CALL TO ORDER

Chair O'Connell called the meeting to order at 2:00 p.m.

### 2. PLEDGE OF ALLEGIANCE

Chair O'Connell led the Pledge of Allegiance.

### 3. CLOSED SESSION

The Board adjourned into closed session at 2:02 pm

#### a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – 2 Cases

i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961

ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856

### 4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

The Board reconvened into open session at 2:12 pm and Authority Counsel Jon Giffen announced no reportable action had been taken.

### 5. ROLL CALL

**Voting Members Present:** (*\*alternates*)(*AR: entered after roll call*)

Chair/Mayor Pro-Tem O'Connell (City of Marina)

Mayor Pro-Tem Beach (City of Carmel-by-the-

Sea) Mayor Edelen (City of Del Rey Oaks)

Mayor Gunter (City of Salinas)

Councilmember Haffa (City of Monterey)

Councilmember Lucius (City of Pacific Grove)

Councilmember Morton (City of Marina)

Mayor Pro-Tem Oglesby (City of Seaside)

Supervisor Parker (County of Monterey)

Mayor Pendergrass (City of Sand City)

Supervisor Phillips (County of Monterey)

Supervisor Potter (County of Monterey)

Mayor Rubio (City of Seaside)

**Absent:** None.

**Ex-officio (Non-Voting) Board Members Present:** Erica Parker\* (29<sup>th</sup> State Assembly District), Donna Blitzer (University of California, Santa Cruz), Shyam Kamath\* (California State University, Monterey Bay), Walter Tribley *AR* (Monterey Peninsula College) – *replaced later by Vicki Nakamura\**, P.K. Diffenbaugh *AR* (Monterey Peninsula Unified School District), Lisa Rheinheimer (Monterey-Salinas Transit), and Director Le (Marina Coast Water District).

### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

#### a. March 13, 2015 California Central Coast Veterans Cemetery (CCCVC) Ground Breaking and Celebration

- Executive Officer Michael Houlemard discussed the day's widely attended CCCVC ground breaking and ceremony.

- Mr. Houlemard announced that ARCADIS had recently undergone personnel changes and consolidation, resulting in the loss of Kristie Reimer, who many recognized as the lead for the Environmental Services Cooperative Agreement program. Ms. Reimer had a long history at Fort Ord and staff was not encouraged by the unexpected change. Mr. Houlemard explained that staff was still investigating the impacts of this management change and planned to discuss with ARCADIS how they planned to guarantee continuing quality of services moving forward.

**7. 2015 ANNUAL LEGISLATIVE SESSION (POSTPONED TO FUTURE MEETING)**

Executive Officer Houlemard explained that the Annual Legislative Session was postponed as several of the elected officials had other responsibilities in celebration of the CCCVC groundbreaking. He stated that staff would attempt to reschedule for the April or May Board meeting.

**8. CONSENT AGENDA**

**a. Adopt Salary Schedule for Principal Planner Position**

MOTION: Mayor Gunter moved, seconded by Mayor Rubio, to Adopt Salary Schedule for Principal Planner as recommended by FORA independent Human Resources (HR) consultant.

MOTION APPROVED UNANIMOUSLY

**9. BUSINESS ITEMS**

**a. 2<sup>nd</sup> Vote: Preston Park Operating and Capital Budgets**

Principal Analyst Robert Norris provided a history of Board action on the item, noting that in November 2014, the Board had tabled the second vote on the item until the Preston Park litigation was resolved. Subsequently, the City of Marina requested the item be agendaized and the Executive Committee approved the request.

MOTION: Supervisor Potter moved, seconded by Supervisor Phillips, to take the item from the table.

MOTION APPROVED UNANIMOUSLY

Alliance representative Corey Williams responded to Board questions.

ORIGINAL MOTION (from 10/10/14 Board meeting):

- i. Approve/Sustain Current Rental Rate Setting Policy/Formula, Directing Staff to Provide Recommendations and a Written Summary of the Policy Prior to Consideration of the FY 2015/2016 Preston Park Budget.
- ii. Approve FY 2014/2015 Preston Park Operating and Capital Improvement Budget, to include a 2.4% rental Increase, Direct Staff to Extend the Rental Increase Noticing Period from 35 to 60 Days, and Make Best Efforts to Hold Meetings Between Alliance Management Company and the Preston Park Tenants Association.

2<sup>ND</sup> VOTE PASSED (11-2): Ayes: Beach, Edelen, Morton, Potter, Phillips, Lucius, Gunter, Pendergrass, Rubio, Oglesby. Noes: O'Connell, Parker. Abstentions: None. Absent: None.

**b. Authorize Economic Development Program Assistance/Support**

Mr. Houlemard provided a history of FORA's economic development efforts over the past year, reviewed alternatives for moving forward, and discussed staff's recommendation.

Vice Mayor Haffa requested that Monterey Peninsula College and the Middlebury Institute for International Studies be included with other educational institutions in alternative 1b. He also requested information regarding FORA's local preference policy, which Mr. Houlemard provided.

MOTION: Councilmember Lucius moved, seconded by Vice Mayor Haffa, to authorize the Executive Officer to utilize Board approved \$250,000 funding to implement the following Economic Development Program:

- i. hire an Economic Development Coordinator.
- ii. join the Monterey Bay Economic Partnership at \$10,000 level.
- iii. reassign staff resources to support economic development activities.
- iv. collaborate with the California State University Monterey Bay (CSUMB) Institute of Innovation and Entrepreneurship Development for related program support, and
- v. recruit local agency assistance with job training and neighborhood participation in economic development programs.
- vi. form a FORA Economic Development Committee as a subset to the existing Monterey County Economic Development Committee, to include representatives from CSUMB, Monterey Peninsula College, the Middlebury Institute for International Studies, the County of Monterey/jurisdictions, and business and community organizations.

AMENDMENT: add the following language to the Economic Development Coordinator job description: "assist FORA land use jurisdictions and FORA staff in attracting construction project developers and in competing the build out of FORA lands in accordance with the Base Reuse Plan."

AMENDED MOTION PASSED UNANIMOUSLY

**c. Consider Fort Ord Prevailing Wage Policy and Enforcement**

Chair O'Connell noted the Authority Counsel legal analysis distributed to Board and public. Mr. Norris stated that staff had received communications indicating continuing prevailing wage enforcements issues. He discussed SB 854 and its potential implications for prevailing wage enforcement on the former Fort Ord. Mr. Norris reviewed staff's recommendation and responded to Board questions.

MOTION: Mayor Rubio moved, seconded by Supervisor Potter, to: 1) authorize the Executive Officer to request a California Department of Industrial Relations determination on FORA projects, and 2) direct staff to return with additional information on the costs and process associated with both an in-house FORA prevailing wage program and a state-run program.

MOTION PASSED UNANIMOUSLY

**d. Authorize Executive Officer to Submit I-Bank Proposal**

Mr. Houlemard explained that the proposed I-Bank loan would allow FORA to complete its remaining building removal obligations in the near term and responded to questions from the Board. Seaside City Manager John Dunn spoke in support of the proposal and discussed its potential for positive impact on economic development.

MOTION: Supervisor Parker moved, seconded by Mayor Pro-Tem Beach, to authorize the Executive Officer to submit a California Infrastructure and Economic Development Bank (I-Bank) proposal for the consideration of a \$3M loan to finance completing FORA's remaining building removal/clearance obligations.

Mayor Rubio requested that staff provide information regarding the remaining building removal obligations on Fort Ord, identifying what portion of that obligation is identified in the Annual Capital Improvement Program. Staff agreed to provide that analysis.

MOTION PASSED UNANIMOUSLY

**e. Consider Marina Coast Water District (MCWD) Proposed Regional Urban Water Augmentation Project**

Assistant Executive Officer Steve Endsley provided background information and explained potential Board actions. Bill Kocher, Interim MCWD General Manager, discussed the need for water augmentation, reviewed the desalination water plant design concept, and described the proposed planning process to produce a 10 percent conceptual design. Mr. Kocher responded to questions from members of the Board regarding the impact of the proposed project on the proposed Cal-Am water project. Staff responded to questions from Board members related to FORA's water augmentation mitigation.

MOTION: Mayor Rubio moved, seconded by Mayor Pro-Tem Oglesby, to:

- i. Approve a motion to endorse MCWD's proposed 10% design planning process, including desalination component, MCWD conceptual planning and selecting a consulting firm for evaluation for a 2,700 Acre Feet per Year (AFY) desalination plant (2,400 AFY of which could be designated for the Ord Community Service Area).
- ii. Reaffirm prior FORA Board action, designating MCWD as Lead Agency for water augmentation project development and preparation of environmental documents.
- iii. MCWD to continue evaluation of 'all of the above alternatives,' including but not limited to reclaimed, conservation, groundwater replenishment, and other methodologies.
- iv. MCWD to report conclusions and recommendations to FORA Board of Directors when 10% design planning process is completed.

*with the following additions:*

- i. Direct FORA to facilitate coordination between MCWD, Monterey Peninsula Water Management District, Monterey Peninsula Regional Water Authority, and the Mayors Authority.
- ii. Request MCWD provide quarterly progress reports to the FORA Board on status of 10 % study.

SUBSTITUTE MOTION 1: Supervisor Parker moved, seconded by Mayor Pro-Tem Beach, to direct MCWD to coordinate with Cal-Am and other related water agencies to confirm the absence of conflicts between the two water projects prior to FORA Board endorsement of 10 percent conceptual design.

SUBSTITUTE MOTION 2: Supervisor Potter moved, seconded by Councilmember Morton, to deem the staff report received.

SUBSTITUTE MOTION 2 PASSED UNANIMOUSLY

Mr. Houlemard stated that staff would facilitate coordination with MCWD, the Monterey Peninsula Water Management District, and the Monterey Peninsula Regional Water Authority and report back to the Board at their next meeting.

**10. PUBLIC COMMENT PERIOD**

*Mayor Edelen left the meeting at 4:47 p.m.*

The Board received comments from members of the public.

**11. EXECUTIVE OFFICER'S REPORT**

**a. Outstanding Receivables**

Chair O'Connell commented on the prospective settlement in the City of Marina vs. FORA lawsuit.

**b. Habitat Conservation Plan Update**

No report given on this item.

**c. Administrative Committee**

No report given on this item.

**d. Post Reassessment Advisory Committee**

No report given on this item.

**e. Regional Urban Design Guidelines Task Force**

No report given on this item.

**f. Travel Report**

Mr. Houlemard stated that the April 13-16 Annual Federal Legislative Mission would include meetings with the U.S. Army Base Realignment and Closure Office, the U.S. Office of Economic Adjustment, the U.S. Environmental Protection Agency, the U.S. Department of Veterans Affairs, the Bureau of Land Management, Congressman Farr, and, possibly the U.S. Economic Development Administration. Meetings would cover a range of issues, including the status of FORA's long-term stewardship obligations, building removal progress, Monterey regional force reduction issues, Environmental Services Cooperative Agreement project management changes and contract amendments, and National Monument remediation.

Staff was also exploring the possibility of scheduling a State Legislative Mission in late April/early May to meet with the California Departments of Veterans Affairs, Toxic Substances Control, and Fish and Wildlife on a number of developing issues. Mr. Houlemard explained that the item would be presented to the Executive Committee in April for travel authorization.

**g. Public Correspondence to the Board**

No report given on this item.

**12. ITEMS FROM MEMBERS**

Victoria discussed efforts to reinvigorate a regional mapping project to be completed by CSUMB students. She noted that the project would provide an electronic database of all existing transportation linkages for use by local jurisdictions and others.

**13. ADJOURNMENT**

Chair O'Connell adjourned the meeting at 5:02 p.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Consider Fort Ord Reuse Authority Prevailing Wage Program

**Meeting Date:** April 10, 2015

**Agenda Number:** 8a

**INFORMATION/ACTION**

### **RECOMMENDATION:**

- i. Receive a Fort Ord Reuse Authority prevailing wage policy and enforcement report.
- ii. Provide direction regarding FORA's prevailing wage compliance role.
- iii. Staff recommendation is continue to pursue **Option C** seeking a SB 854 determination from the Department of Industrial Relations.

### **BACKGROUND:**

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

Discussion regarding prevailing wage requirements continued and was included in BRP compliance actions through 2006, when the Board engaged in further policy clarification actions. In August 2006, the Board received a status report on jurisdiction efforts to adopt and implement prevailing wage policies consistent with Chapter 3 of the Master Resolution. That report was the result of FORA Executive Committee and Authority Counsel's examination of FORA's role in implementing prevailing wage policies on the former Fort Ord. Since 2006, the FORA Board has heard compliance concerns expressed by the Labor Council, received several additional reports, slightly modified a section of Chapter 3 of the Master Resolution, and directed staff to provide information to the jurisdictions about compliance.

### **Prevailing Wage New Legislation**

In June 2014, the California legislature passed a new registration requirement for contractors and subcontractors involved in public works projects or other projects as may be determined by the Labor Commissioner. SB 854 was passed to fund the California Department of Industrial Relations (DIR) monitoring and enforcement of prevailing wage laws. Item 9c from the March 13, 2015 FORA Board Packet provides additional information regarding SB 854 at the following website:

<http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

The new law requires online registration, payment of a \$300 fee, that agencies file notices of their public works projects with DIR, and that contractors and subcontractors submit certified payroll records to DIR (unless otherwise excused from this requirement) and have no record of delinquent unpaid wages or penalty assessments. We are awaiting confirmation from Authority Counsel that FORA projects are covered as public works projects under SB 854.



**DISCUSSION:**

At its March 13, 2015 meeting, the FORA Board authorized the Executive Officer to request a DIR determination on FORA projects. However, several Board members requested that staff not wait for DIR's determination and return with a plan for a FORA prevailing wage compliance program. Other Board members expressed concern that FORA would set up a prevailing wage compliance program when it was the responsibility of the individual jurisdictions to ensure compliance.

Since the March 13, 2015 FORA Board meeting, Legislative Consultant John Arriaga contacted DIR staff in Sacramento regarding FORA's inquiry. The DIR point of contact requested a list of questions from FORA, which FORA subsequently included in its letter requesting a determination on whether or not FORA is subject to SB 854 requirements (**Attachment A**). As of this writing, FORA staff has not received a response from DIR staff.

Staff has researched options for developing a FORA prevailing wage compliance program. Although individual jurisdictions have previously assumed prevailing wage compliance responsibilities, most recently, Marina staff stated that no one is assigned to fulfill this role. **Attachment B** to this report compares three options for a FORA prevailing wage compliance program.

FORA staff's assumption of two full-time staff positions or equivalent consultant hours to monitor, respond to inquiries, and prepare reports is based on FORA Capital Improvement Program development forecasts. A redacted master services agreement is included under **Attachment C** to provide an example of a consultant contract for prevailing wage services to a public agency. FORA staff recommends pursuing **Option C**. A history of prevailing wage actions is shown on **Attachment D**.

**Wage Setting:**

Separate from compliance issues, the FORA Board has received letters from the public (**Attachment E**) and developer comments regarding the prevailing wage *rate*. In this aspect, concerns have been expressed that the General Prevailing Wage is an impediment to both the recovery program and production of affordable housing. Also, informal discussions by developer representatives with the DIR have indicated that a wage study might produce consideration of a different prevailing wage for housing. Such would require a change in the FORA Master Resolution designation of "General Prevailing Wage" required on all first generation projects.

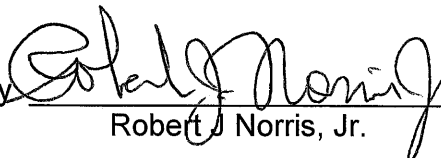
**FISCAL IMPACT:**

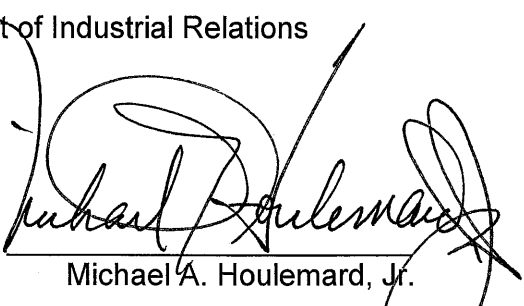
Reviewed by FORA Controller 

Staff time for this item is included in the approved FORA budget. Should the FORA Board direct staff to proceed with any of the three options for implementing a FORA prevailing wage compliance program, additional FORA budget will be needed to implement.

**COORDINATION:**

FORA Board, City of Marina, Authority Counsel, Department of Industrial Relations

Prepared by   
Robert J. Norris, Jr.

Approved by:   
Michael A. Houlemard, Jr.



# FORT ORD REUSE AUTHORITY

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

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

Attachment A to Item 8a  
FORA Board Meeting, 04/10/15

March 26, 2015

Eric Rood  
Assistant State Labor Commissioner  
Department of Industrial Relations  
160 Promenade, Suite 300  
Sacramento, CA 95825

RE: Request to determine SB 854 applicability to Fort Ord.

Dear Mr. Rood,

This letter seeks your clarification regarding provisions of SB 854 that apply to construction projects on the Fort Ord. It is the Fort Ord Reuse Authority's (FORA's) opinion that SB 854, as codified in various sections of California State Code, does apply to Fort Ord. We seek your agreement and determination as the new law provides that the Commissioner may determine the applicability of SB 854 to other projects.

I thank you for taking time this week to speak to John Arriaga, FORA's legislative consultant. I attach the same questions sent to you by Jonathan Garcia and Robert Norris on March 25, 2015. On this note, I have been directed by the FORA Board to make a formal request for a determination from the Department of Industrial Relations (DIR) regarding applicability of SB 854 to Fort Ord. This issue is of great importance to our local community, County and City elected officials, Assembly Member Mark Stone, and State Senator Bill Monning, all of whom sit on the FORA Board.

Historically, the issue of adopting a prevailing wage requirement as a base-wide policy surfaced in the California legislature during debates around the creation of FORA. While the FORA enabling legislation did not include provisions for prevailing wages, the initial FORA Board meeting explored the policy question in the exchanges about adoption of a procurement code. In fact, the FORA Board's first action in setting prevailing wage policy occurred on July 14, 1995, with the adoption of Ordinance No. 95-01. This Ordinance established FORA's Procurement Code, which required prevailing wages to be paid to all workers employed on FORA's construction contracts.

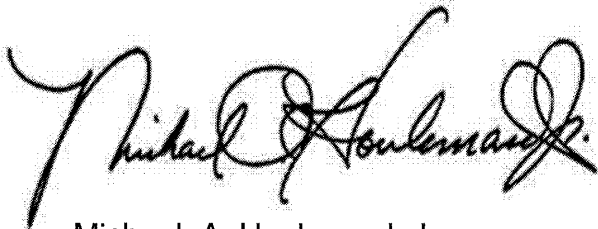
The FORA Board adopted its Master Resolution on March 14, 1997. Article 3.03.090 of the Master Resolution requires that prevailing wage be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan. This originally public land (US Army) is conveyed to FORA, from FORA to the jurisdictions, and from the jurisdictions to a third-party developer. Through the Master Resolution, the FORA Board's policy has been that

prevailing wages are paid as this land is developed. The FORA policy seeks to generate fair wages similar to the legislative intent of SB 854.

The FORA Master Resolution is available through the FORA website at the following address: <http://www.fora.org/Reports/MasterResolution.pdf>

FORA appreciates your urgent attention to this matter, as several public works projects are underway at the former Fort Ord and several more will commence construction in the coming fiscal year. We will contact you early next week to discuss any questions you might have.

Sincerely,

A handwritten signature in black ink, reading "Michael A. Houlemard, Jr." in a cursive script.

Michael. A. Houlemard, Jr.  
Executive Officer

Enclosures: SB 854 Questions

Cc: FORA Board of Directors



# FORT ORD REUSE AUTHORITY

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

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

## SB 854 Questions – Public Works

1. In review of the recently enacted SB 854, Fort Ord Reuse Authority (FORA) staff noted that SB 854 encompasses public works projects, as specified, to be paid the general prevailing wage rate, as determined by the Director of Department of Industrial Relations (DIR). In reviewing the FORA Master Resolution prevailing wage provisions (Section 3.03.090), First Generation Construction on the former Fort Ord is required to pay not less than the general prevailing rate of wages as determined by the Director of DIR. In the opinion of FORA staff and Authority Counsel, FORA's prevailing wage provisions constitute a public works project now subject to SB 854. Does DIR agree with this determination?
2. Does FORA need to follow a formal process for DIR to consider whether or not FORA is subject to SB 854?
3. If yes, to whom should FORA address its request for a determination?
4. If subject to SB 854, FORA staff would continue to monitor prevailing wage compliance on former Fort Ord. How would FORA staff access online prevailing wage compliance information in the future?
5. Is there a certification requirement for 3rd party compliance monitors?
6. Does DIR charge public agencies to perform monitoring? If so, what are the rates?
7. What is the timeline for responding to complaints?

**Fort Ord Prevailing Wage Policy Options**

<b>Description</b>	<b>Option A</b>	<b>Option B</b>	<b>Option C</b>	<b>Option D</b>
<b>Summary</b>	FORA compliance with consultant monitors	FORA compliance with staff monitors	FORA compliance with SB 854 determination and staff monitors	Status Quo compliance to be provided by individual jurisdictions
<b>FORA Master Resolution Amendment for Compliance Program</b>	Yes	Yes	Yes, if DIR determines that Fort Ord does not fall under SB 854	Yes
<b>Estimated Cost</b>	Assuming 80 hours per week plus compliance software: \$320,000 per year.	Assuming 2 FTE plus compliance software: \$250,000 per year.	Unknown	Varies by jurisdiction \$50,000 contract to internal staffing = 2 FTE
<b>Estimated Schedule</b>	Selection period could be completed in 2 months.	Selection period could be completed in 3 months.	Unknown	Unknown
<b>Estimated Duration</b>	5 years or more if jurisdictions assume after 06/30/2020	5 years or more if jurisdictions assume after 06/30/2020	5 years or more if jurisdictions assume after 06/30/2020	5 years or more may change after 06/30/2020
<b>Flexibility with changing development cycles</b>	Flexibility could be addressed in contract	Hiring additional personnel when needed may be challenging	Unknown	
<b>Long-term obligations</b>	FORA responsibility ends on 06/30/2020	Any retiree benefits will be addressed in FORA dissolution plan	Unknown	

## AGREEMENT BETWEEN COUNTY OF MONTEREY AND THE LABOR COMPLIANCE MANAGERS

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Labor Compliance Managers, hereinafter referred to as "CONTRACTOR."

### RECITALS

WHEREAS, COUNTY has invited proposals through the Request for Qualifications (RFQ # 10422) for On-call wage rate and labor compliance monitoring, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible statement of qualifications to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### 1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR'S statement of qualifications, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFQ #10422 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 10422. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFQ # 10422 dated May 9, 2013, including all attachments and exhibits
- Addendum #1
- Exhibit A: Payment Provisions
- CONTRACTOR'S Proposal dated June 14, 2013
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, CONTRACTOR'S Qualifications, RFQ #10422 including all attachments and exhibits, Addendum #1, Exhibit A Payment Provisions, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 2.0 SCOPE OF SERVICE

- 2.1 The Scope of Work includes but is not limited to the following:
  - 2.2.1 For projects where the COUNTY is the contracting agency, under the review of and in collaboration with the COUNTY's on-site construction manager:
    - 2.2.1.1 Participate in pre-construction conferences with contractors and subcontractors to discuss prevailing wage documentation and procedures required for the project.
    - 2.2.1.2 Collect and review certified payrolls from prime contractors and all subcontractors for compliance with the state and federal prevailing wages contained in the bid documents related to each specified project.
    - 2.2.1.3 Prepare correspondence with the contractor and/or subs who fail to pay the required wage.
    - 2.2.1.4 Conduct periodic on-site interviews with selected workers to spot-check validity of the certified payrolls.
    - 2.2.1.5 Submit to the COUNTY a final report summarizing the projects compliance with the wage requirements at project close-out.

- 2.2.1.6 Maintain complete, accurate, and up-to-date files related to these activities, and make available for inspection by the COUNTY, State Division of Industrial Relations, and/or any grant agencies for a minimum of three years after recording of the Notice of Completion for that project.
- 2.2.2 For certain projects performed by third-party entities as determined by the COUNTY (particularly within the unincorporated area of the former Fort Ord):
  - 2.2.2.1 Review certified payrolls provided by the COUNTY collected from developers, prime contractors, and subcontractors for compliance with the states prevailing wages.
  - 2.2.2.2 Prepare correspondence with the contractor and/or any subs who fail to pay the required wage.
  - 2.2.2.3 Submit to the COUNTY a final report summarizing each project's compliance with the wage requirements project close-out.
  - 2.2.2.4 Maintain complete, accurate, and up-to-date files related to those activities and make available a minimum of three years after completion or closure of the particular construction contract being monitored.

### 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence on **December 1, 2013** through and including **December 31, 2015**, with the option to extend the AGREEMENT(s) for three (3) additional 1 year increments at the COUNTY's discretion. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT. This agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and **CONTRACTOR may not commence work before COUNTY signs this Agreement.**
- 3.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
  - 3.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.4 COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.



## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 4.5 Tax:
- 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 COUNTY is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The COUNTY is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Resource Management Agency department at the following address:
- County of Monterey  
Resource Management Agency  
168 W. Alisal St. 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: G.H. Nichols, PE
- 5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to COUNTY. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to COUNTY Auditor-Controller for payment. COUNTY

Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All COUNTY Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included the AGREEMENT must be approved by COUNTY in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the COUNTY's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to

transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 7.4.2 Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the COUNTY or prepared in connection with the performance of this AGREEMENT, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of COUNTY, nor immediate family of an employee of COUNTY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of COUNTY.
- 10.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices

Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to COUNTY's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## 13.0 DRUG FREE WORKPLACE

- 13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.



## 14.0 TIME OF ESSENCE

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

## 15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## 16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 16.1 In the case of default by CONTRACTOR, COUNTY may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by COUNTY shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.



## 17.0 DEBARMENT AND SUSPENSION

- 17.1 By signing this AGREEMENT CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations, including but not limited to Title 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

By signing this AGREEMENT, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency; and

Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## 18.0 FORCE MAJEURE

- 18.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 18.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 18.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## 19.0 NON-APPROPRIATIONS CLAUSE

- 19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which

appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

## 20.0 BACKGROUND CHECKS

- 20.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within COUNTY facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to COUNTY prior to the personnel being allowed to work within such COUNTY facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by COUNTY. In some circumstances, a specific COUNTY department may request that COUNTY Sheriff's Office perform the background checks.

All CONTRACTOR personnel who are designated to provide services at any of the COUNTY Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

## 21.0 NOTICES

- 21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to COUNTY's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

County of Monterey  
Resource Management Agency  
168 W. Alisal Street, 2nd Floor.  
Salinas, CA 93901-2439  
Attn: G. H. Nichols, PE  
Tel. No. 831-755-5386  
Fax No. 831-755-5877  
[NicholsN@co.monterey.ca.us](mailto:NicholsN@co.monterey.ca.us)

**TO CONTRACTOR:**

The Labor Compliance Managers  
1873 Luxton Street  
Seaside, CA 93955  
Attn: Lindley Robertson, MPA, Owner and  
Executive Officer  
Tel. No. 408-516-7238  
Fax No. 408-564-8353  
[rlindaly@yahoo.com](mailto:rlindaly@yahoo.com)

## 22.0 LEGAL DISPUTES

- 22.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 23.0 TRAVEL REIMBURSEMENT

- 23.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of COUNTY's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

**EXHIBIT A**  
**PAYMENT PROVISIONS**  
**The Labor Compliance Managers**

Master Agreement for On-Call Labor Compliance Monitoring Services

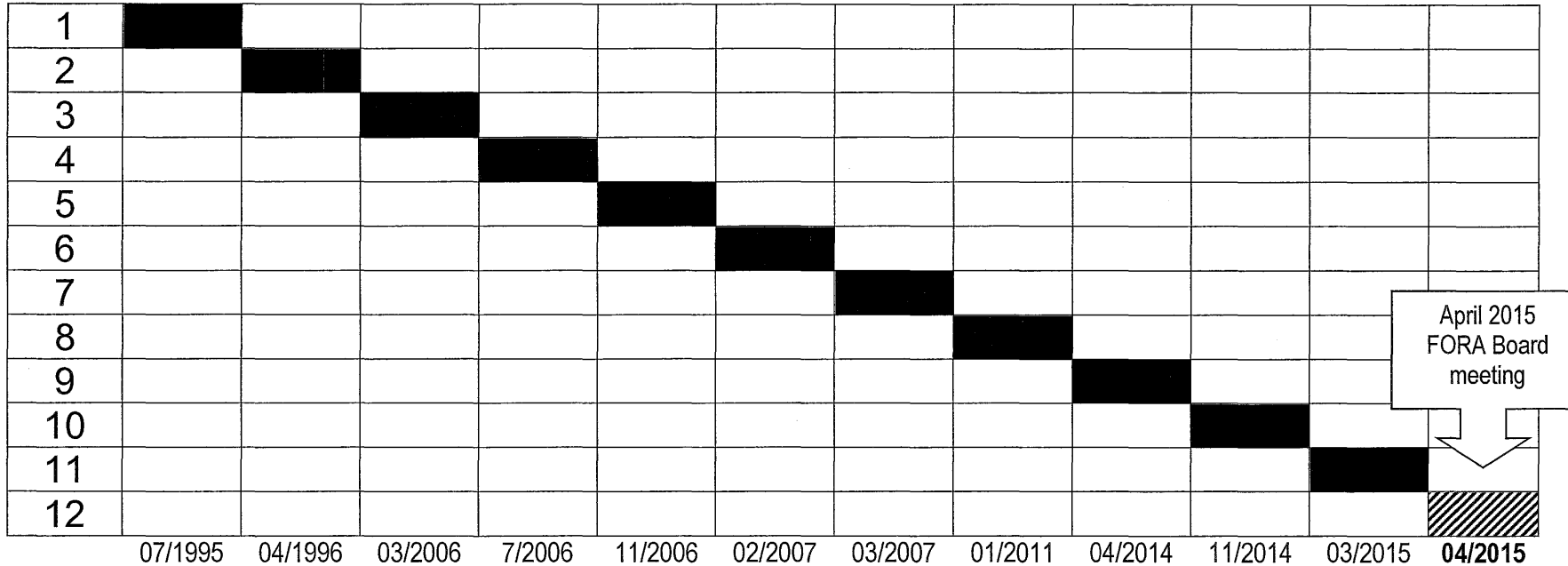
This EXHIBIT A shall be incorporated by reference as part of the Agreement dated December 1, 2013, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Resource Management Agency (“COUNTY”) and The Labor Compliance Managers (“CONTRACTOR”), and specific obligations of the CONTRACTOR.

Under the direction, coordination, and scheduling of COUNTY, CONTRACTOR shall provide wage rate and labor compliance monitoring and documentation services from time to time on an as-needed basis on a number and variety of proposed public sector construction projects funded with federal, state, and local public funding, in accordance and compliance with the requirements contained in the applicable federal and state laws and/or grant requirements. COUNTY will assign projects to CONTRACTOR in a manner which best promotes the interest of the COUNTY. Such interests may include similarity of services, and/or proximity to each other, and/or criteria. COUNTY reserves the right to contract for similar services from other firms on other contracts or projects without utilizing the firms to be selected herein.

PAYMENT FOR SERVICES: Payment to CONTRACTOR for the services provided under this Agreement shall be made on an hourly time-and-material basis at the rate of \$125/00 per hour. Payment for reimbursable expenses, including *subcontractors and subconsultants*, printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be made at actual cost (NO MARK-UP). Mileage cost shall not exceed COUNTY-approved mileage rates in effect at the time. Appropriate documents shall be provided with all requests for reimbursement.

The Total Fee amount paid under this Agreement *shall not exceed \$50,000.*

## FORA Prevailing Wage History 1995 to Present



1. Adoption of Ordinance No. 95-01
2. Adoption of Master Resolution Chapter 3
3. FORA Legal Counsel Clarifies Prevailing Wage Policy
4. Trades Council requests PW Reports.
5. FORA Board debates PW Policy
6. Trades Council Sues for PW enforcement.
7. Master Resolution Amendment (Res. 07-4) Clarifies 1<sup>st</sup> Generation Construction.
8. 6<sup>th</sup> Appellate District Court Appeals Decision Trades Council v. Cypress Marina Heights, LLP.-PW obligation upheld
9. Complaints and concerns for enforcement
10. FORA Staff Presentation on Prevailing Wage Program Overview
11. FORA Staff Status of Enforcement
12. Options for PW program Presentation

Jane Haines

601 OCEAN VIEW BOULEVARD, APT. 1 PACIFIC GROVE CA 93950

janehaines80@gmail.com

Tel 831 375 5913

March 13, 2015

Fort Ord Reuse Authority (FORA) Board of Directors  
920 Second Avenue  
Marina, CA 93933

board@fora.org

Re: 3/13/15 Agenda item 9c - Prevailing Wage Policy

Dear FORA Board:

I recommend that the FORA Board begin a re-evaluation of FORA's prevailing wage policy by modifying staff recommendation 3) in your staff report as follows:

3) Authorize the Executive Officer to request a California Department of Industrial Relations ("DIR") Determination on FORA projects to determine whether or not SB 854 requires FORA to require payment of prevailing wages for first-generation construction.

Assuming the DIR determines that SB 854 does not require payment of prevailing wages for first-generation construction, then the FORA Board could debate the pros and cons of abolishing FORA'S current prevailing wage requirement as a way of stimulating FORA's economic redevelopment by making home prices affordable to a larger group of home-buyers

Current home prices at Fort Ord are too high for 60 percent of future Peninsula households, according to recommendation #10 in the 2012 Economic & Planning System, Inc. (EPA) Market Study for Fort Ord reuse. It states:

**10. Home prices are still too high for younger and less educated consumers**, indicating a potential need to reconfigure residential product types. If current patterns persist, more than 60 percent of future Peninsula area households will have incomes less than \$75,000 annually, corresponding to price points under \$325,000. Current products proposed and approved on Fort Ord consist of a high proportion of detached, single-family lots, and may be skewed to the upper end of the income spectrum. A larger proportion of attached product may be needed to address price-sensitive market segments while still achieving acceptable development profits.

The pros and cons of lowering home prices through FORA abolishing the prevailing wage requirement have been debated in recent Herald commentaries by me and Ron Chessire as follows:

My Feb. 25 letter:

### **Scrutinizing FORA**

I agree with the recent editorial stating that the Fort Ord Reuse Authority (FORA) should make economic redevelopment a top priority at Fort Ord.

Well-regarded Economic & Planning Systems, Inc. (EPS) advised FORA in 2012 that 60 percent of current and near-future Peninsula residents can't afford homes costing more than \$325,000. Yet new homes at the former base start at over \$400,000.

Labor costs for those homes are artificially high because FORA doesn't allow developers to set labor costs by competitive bidding. Instead, FORA needlessly has a policy requiring developers to pay legislatively-determined "prevailing wages." The "prevailing wage" for a carpenter, including benefits, is \$62 per hour. Competitive bidding might reduce that \$62 per hour down to the same average rate paid to a Pacific Grove Unified School District teacher, which is \$46 per hour, including benefits.

Lowering labor costs would lower home prices at Fort Ord, which could accelerate home sales, thereby increasing job opportunities.

The FORA board should closely scrutinize FORA policies and re-tweak any that hinder economic redevelopment and job creation.

— *Jane Haines, Pacific Grove*

Ron Chesshire's February 27 commentary:

## Ron Chesshire: Prevailing wages withstand test

*By Ron Chesshire, Guest commentary*

POSTED: 02/27/15, 6:53 PM PST

0 COMMENTS

Jane Haines' letter, "Scrutinizing FORA" (Feb. 25), is interesting as development is taking place at Fort Ord and over 300 units of "affordable" housing is being built using prevailing wages.

You pay what the market will bear and the housing market in our area is priced in direct correlation to high demand and low supply created through the efforts of people who believe their way is the only way. To profess that developers will lower the cost of a house if they pay less for the labor to build it is ludicrous. Cut Cost to Increase Profits — Capitalism 101.

Upon the closure of bases and the considerable downsizing of Fort Ord, President Bill Clinton stated, "the reuse of military bases should go to benefit local economies." Our community came together and in 1995 asked FORA to enact the prevailing wage standard on most first-generation development and construction within its jurisdiction. This was done to level the playing field for companies seeking to do work. By establishing a standard wage, both the worker would benefit from their labor and companies would have a level playing field from which to compete. Local companies would not be subject to out-of-area companies attempting to bring in lower-priced labor to tip the competitive scale.

The prevailing wage pays a livable wage and compensation for benefits to workers to be a productive part of their communities and not have to fall back on taxpayer-provided social welfare nets to protect themselves or their families. And yes, maybe one day they may be able to afford a home of their own.

Prevailing wages have been under scrutiny at FORA since their adoption and have withstood the test. I suggest that other ways than cutting hard-earned wages of workers and subjecting local businesses to unfair competition be considered to prompt economic development and job creation.

*Ron Chesshire lives in Monterey.*



My March 7 commentary:

## Jane Haines: Paying what the market will bear

POSTED: 03/07/15, 5:41 PM PST

2 COMMENTS

A Feb. 28 commentary by Building Trades representative Ron Chesshire argues against my recent recommendation urging the Fort Ord Reuse Authority to re-examine its policy of requiring developers to pay “prevailing wages” (pay levels set and mandated by government officials) to their construction workers vs. market/competitively determined wage levels.

Facts to consider in this discussion:

- Mr. Chesshire refers to “over 300 units of ‘affordable’ housing being built at Fort Ord using prevailing wages;” 176 of those are dorm rooms for CSUMB and the remainder are taxpayer-subsidized low-income rental units.
- He says the “reuse of Fort Ord should go to benefit (the Monterey) community.” A key way to do this is to keep for-sale housing prices affordable.
- Examples of current “prevailing” hourly wages, including benefits, are \$60 an hour for bricklayers, \$62 for carpenters, \$71 for pile drivers and \$62 for drywall installers, or roughly \$125,000 per year for full-time employment;
- The annual income of 60 percent of Peninsula area households who are being asked to pay the additional home purchase price to compensate for these wage levels is \$75,000.
- The idea that unless workers get \$125,000 annual compensation level they will have to go on “taxpayer-provided social safety nets” is, frankly, silly.
- Higher costs equals higher prices and lower costs equals lower prices (although a mechanism should be established to ensure that developers do not pocket the reduced labor costs as profit).

FORA’s economic redevelopment has lagged expectations since the 1990s closure of Fort Ord. The 1998 Fort Ord Reuse Plan projected that by 2015, 10,815 new housing units would have been constructed and 18,342 jobs created. Instead, as of 2012, only 1,545 new housing units had been created and only 3,600 jobs.

Mr. Chesshire says you should “pay what the market will bear.” That’s all I am asking FORA to consider doing.

*Jane Haines lives in Pacific Grove.*

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Assuming that the DIR determines it would be legal for FORA to abolish its current prevailing wage policy, then FORA Board members could make the ultimate decision about whether or not FORA should abolish its prevailing wage policy. Everyone agrees that economic redevelopment is a top priority for FORA, so why not get the pertinent facts and begin a dialogue about how to grow the Ft. Ord economy?

Sincerely,

Jane Haines

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Ord Community Water Augmentation

**Meeting Date:** April 10, 2015

**Agenda Number:** 8b

**INFORMATION/ACTION**

### RECOMMENDATION:

- i. Receive a Local Agency Coordination Update (**Attachment A**);
- ii. Review March 13, 2015 Fort Ord Reuse Authority (FORA) Board Meeting Questions & Answers (**Attachment B**); and
- iii. Authorize Ord Community Water Augmentation 10 percent Conceptual Planning.

### BACKGROUND/DISCUSSION:


i. FORA hosted a staff-level coordination meeting with Marina Coast Water District (MCWD), CalAm, Monterey Regional Water Pollution Control Agency (MRWPCA), and other local agency representatives on March 24, 2015 following March 13<sup>th</sup> FORA Board direction. MCWD and CalAm clarified several items at the meeting including MCWD's prior desalination project planning efforts, which considered siting wells into the 180-foot aquifer, whereas the CalAm desalination project sites shallow wells outside of the 180-foot aquifer. CalAm also noted that their original project planning included modeling for accommodating a smaller MCWD desalination plant serving the former Fort Ord. Staff representatives decided to continue scheduling coordination meetings between MCWD, CalAm, and other stakeholders, and begin efforts to plan a Water Symposium to get both Fort Ord water needs and regional needs back on the same page. Summary meeting notes from this meeting are included under **Attachment A**. FORA staff will report back regularly on the progress of these talks and continue to schedule informational sessions presented by MRWPCA regarding its related water augmentation efforts.

ii. At its March 13, 2015 meeting, the FORA Board and public commented extensively on the MCWD water augmentation presentation. A list of questions and answers from the meeting is included under **Attachment B**. In response to questions about Fort Ord groundwater allocations, staff attached Tables 1.1 and 1.2 from the FY 2013-14 FORA Annual Report (**Attachment C**), which compare water allocations, project entitlements, and amount of water currently being pumped. A significant concern surfaced that, if the proposed MCWD desalination project sites its intake wells too close to the CalAm desalination project's intake wells, it could potentially jeopardize both projects. Toward the end of the discussion, Supervisor Potter extended an olive branch that, although conflicts over the prior Regional Project exist between MCWD and CalAm, he sees an opportunity for cooperation as each proceed with processing their individual desalination projects. Supervisor Potter noted that the CalAm and MCWD desalination projects should be compatible and encouraged coordination between the two groups. The Board passed a substitute motion made by Supervisor Potter and seconded by Councilmember Morton to receive the report.

iii. MCWD staff and consultant have been reviewing all prior water augmentation project and environmental documents to determine the most efficient and cost-effective option of supplying augmented water to the former Fort Ord. They have proposed to prepare a Request for Proposals (approximately a \$25K effort) for a consultant to prepare 10% conceptual planning documents (approximately a \$500K effort) for a 2,700 AFY desalination plant. MCWD has the funds available for both exercises and is not requesting any FORA funding at this time.

Staff recommends FORA Board approval so that many of the unanswered questions regarding project variables, costs, environmental impacts, etc. can be resolved. The water augmentation program has experienced years with set-backs, as projects have been introduced, environmentally truthed, FORA Board endorsed, but ultimately unbuildable (see **Attachment D** Milestone Sequence). 10% conceptual designs would add clarity and would allow MCWD and FORA to move forward on a water augmentation project with increased certainty.


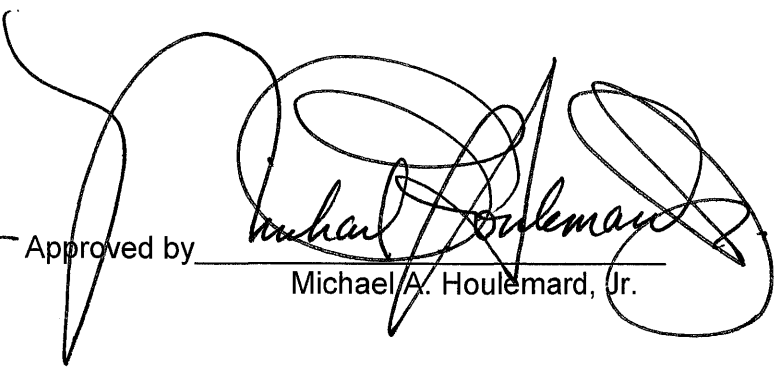
**FISCAL IMPACT:**

Reviewed by FORA Controller 

MCWD will pay for the 10% design (about \$500K); some of this cost would likely be passed on to rate payers. One of the benefits of a planning process is that it will answer cost questions, and who will pay them. It is reasonable to assume that any regional entity processing a project of this nature would incur similar project development costs.

**COORDINATION:**

MCWD, WWOC, Administrative and Executive Committees.

Prepared by  Approved by   
Crissy Maras Michael A. Houlemard, Jr.



**Creegan+D'Angelo**  
INFRASTRUCTURE  
ENGINEERS

Attachment A to Item 8b  
FORA Board Meeting, 04/10/15

**MEMORANDUM**

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To: Jonathan Garcia, Principal Planner, Fort Ord Reuse Authority  
From: Leon D. Gomez, P.E.  
Date: March 26, 2015  
Subject: Notes from Water Augmentation – Staff Coordination Meeting held on  
March 24, 2015  
Job No.: 715002.00

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Hello Mr. Garcia,

Please find my summary of notes taken during the Water Augmentation – Staff Coordination Meeting held on Tuesday, March 24, 2015 at the offices of the Fort Ord Reuse Authority in Marina, CA:

- 1997: Identification of an augmentation and recovery program, initially 2500 acre-feet
- The FORA Board: has tasked MCWD with the responsibility to provide augmentation. FORA is happy to stay with their individual project but is also willing to collaborate on a regional effort/solution.
- Cal-Am: met with Brian Lee prior to lawsuits over test wells. Cal-Am agreed to include feed wells for the MCWD project in their modeling effort. However, from review of the historical data, the feed well locations were a moving target and specific locations had not been identified. The “old” project included six (6) wells for 10,000 acre-feet of production. MCWD wells were in the 180-ft aquifer, while Cal-Am’s wells are located in a shallow aquifer.
- MCWD: 10% design would look at vertical well production and what could be used for blend water.
- Cal-Am: Based on their modeling and analysis, the existing outfall has capacity (most of the time) for both projects. In fact, the outfall will perform better with increased and additional flow. Cal-Am’s project EIR should be released in five (5) weeks.
- FORA’s water and wastewater committee has expressed concerns as to the cost of water from these projects and the efficient way to move forward.

- MCWD: based on experience in Santa Cruz, many education programs were established to raise public awareness, but in the final analysis each agency wanted control of their own project.
- The perception of “growth” is the main factor in the public’s perception of desal projects. Cal-Am only has lots of record, so their project is a “get of the Carmel River” project. FORA’s Base Resuse Plan is essentially 100% replacement of what was on the former Fort Ord, therefore not really “growth”.
- MRWPCA (K. Israel): the timing of these projects is critical due to “free money” from state and federal agencies (1% and 2% loans).
- FORA suggested collaboration with CSU Monterey Bay on a speaker’s series regarding water issues, solutions, projects, etc. in order to educate the public. In addition, a “water symposium” could also be held at the university.
- CSUMB: very interested in continuing to participate in these meetings and in hosting a water symposium. However, earliest date for a symposium would likely be August/September 2015.
- FORA suggested regular meetings of this group in order to move forward on a collaborative approach to regional water supply and augmentation projects. FORA will take the lead in identifying key participants and in creating an agenda for the next meet

**Questions heard at the March 13<sup>th</sup> FORA Board meeting – MCWD Water Augmentation Program**

1. *Edelen: Where are the wells located? Will they interfere with the Cal-Am project?*

**A:** Not sure yet, possibly at the Ord office or near the Cal-Am slant well.

2. *Edelen: Is MCWD coordinating with Cal-AM?*

**A:** Not yet

3. *Beach: Where is the \$500K for 10% designs coming from? Is the \$24M FORA funded?*

**A:** \$500K coming from Ord Community water rates. \$24M included in FORA CIP, but not allocated to *this* project – it's allocated to *some* future FORA Board approved augmentation project.

4. *Lucius: Is the \$24M in the bank today?*

**A:** No. With no identified water augmentation project, the FORA Board decided to spend development fees in other areas, e.g. habitat management, transportation, fire-fighting, etc. A regular set aside could be earmarked should the Board so desire.

5. *Parker: Is the FORA \$24M the total project cost?*

**A:** No. Total project cost will be determined through the 10% design process.

6. *Beach: If the \$500K is rate payer funded, why are you asking for FORA Board approval?*

**A:** \$500K will be in the Ord Community budget, which goes through the WWOC for recommendation to the Board. Before spending that amount of money to study desal, MCWD wants to make sure the Board in theory agrees with that direction.

7. *Morton: How many Ord Community rate payers will pay for the \$25K conceptual plan?*

**A:** There are 4000 Ord Community connections. The planning process would be paid by rate payers. Any resulting augmentation project would be paid for by a combination of rate payers, developer fees, capacity charges and grants, with overarching bond financing and/or low interest loan funding likely.

8. *Morton: Is the brackish water pumped from the 180 foot aquifer?*

**A:** Yes.

9. *Morton: Cal-Am indicated they would be pumping from the 180 foot aquifer. Is the 180 foot aquifer the same as the Cal-Am slant well?*

**A:** No.

10. *O'Connell: Is it true that the Ord Community rate payers cannot vote for board members or run to be a board member?*

**A:** Yes. MCWD is working with LAFCO to remedy this issue through the annexation process.

11. *O'Connell: Is a Prop 218 election required if the rates increase? Will the rate increase extend into central Marina?*

**A:** Any time there is a rate increase a Prop 218 process is required, however, no rate increase is expected as a result of the 10% design project. MCWD will try to obtain Prop 1 funds, low interest rate loans, and other types of monies to fund the overall project costs so rate increases are not necessary to cover those costs. Central Marina will not experience rate increases tied to a water augmentation project.

12. *O'Connell: Where are we in the annexation process?*

**A:** There are currently overlapping interests between Seaside County Sanitation District and MCWD regarding which agency should provide sanitation services to certain areas. Until that is resolved, neither agency can update its Municipal Service Review and LAFCO will not accept any application for annexation. SCSD and MCWD are talking.

13. *Haffa: What is the current allocation available for development and Fort Ord? What are the projected needs and is there a deficit?*

**A:** BRP projected 9,000 afy of water need. The current Fort Ord water source is 6,600 afy of groundwater. Without a water augmentation project, Fort Ord would have a water deficit.

14. *Oglesby: What is the FORA/MCWD requirement to provide water to Fort Ord residents whether there are rate payers or not?*

**A:** BRP requires 9,000 afy. Most of the 6,600 afy groundwater has been allocated to projects. It is now time to plan the 2,400 augmented portion.

15. *Morton: Of the 9,000 afy total required, how much is the Ord Community currently pumping?*

**A:** Approximately 35% of the 6,600 groundwater afy is being currently pumped. A graphic has been devised that shows the groundwater being pumped, allocated, and entitled (Exhibit A).

16. *Parker: Is recycled water still being considered?*

**A:** Yes. MCWD is still in negotiations with MRWPCA regarding use of the purple pipe installed in General Jim Moore Blvd. Although, a singular desal plant could be cheaper.



**Exhibit A to Attachment B**  
**Item 8b, 4/10/15 FORA Board Meeting**  
**2014 Ord Community Water Consumption vs. Allocation (in Acre Feet per year)**

EXHIBIT W-3

Entity	2013 Consumption	2014 Consumption	Fort Ord Reuse Plan Allocation (AFY)	% of
<b>OMC</b>				
Nonresidential	28	23		
Residential	263	207		
Residential (e)	377	201		
Irrigation	39	39		
<b>Subtotal</b>	<b>706</b>	<b>470</b>	<b>1,577.0 (1) (4)</b>	<b>30%</b>
Construction Water - Army	0	0		
<b>CSUMB</b>				
Main Campus	197	189		
CSUMB Housing (metered)	210	156		
CSUMB Housing (e)	0	0		
CSUMB Irrigation	35	35		
CSUMB Irrigation (e)	0	0		
<b>Subtotal</b>	<b>442</b>	<b>380</b>	<b>1,035.0</b>	<b>37%</b>
<b>UC MBEST</b>				
County	15	38	230.0	
County/State Parks	0	0	710.0 (7)	
City/Del Rey Oaks	0	0	45.0	
City/Monterey	0	0	242.5 (6)(7)	
City/Marina (Sphere)	0	0	65.0	
<b>Subtotal</b>	<b>17</b>	<b>39</b>	<b>1,302.5</b>	<b>3%</b>
<b>Seaside</b>				
Golf Course	457	525		
MPUSD	103	40		
Brostrom	64	58	85.0 (4)	
Thorson	64	45	120.0 (3)	
Seaside Highlands	170	147		
Monterey Bay Land, LLC	0	0	114.0 (5)	
Other	7	6	693.0 (7)	
<b>Subtotal</b>	<b>865</b>	<b>820</b>	<b>1,012.0 (4)</b>	<b>81%</b>
Construction Water - Seaside	0	0		
<b>Marina</b>				
Preston/Abrams	182	160		
Airport	4	3		
Other	76	80		
<b>Subtotal</b>	<b>262</b>	<b>242</b>	<b>1,325.0 (7)</b>	<b>18%</b>
Construction Water - Marina	11	18		
<b>Total</b>	<b>2,303</b>	<b>1,970</b>	<b>6,251.5</b>	<b>32%</b>
Assumed Line Loss	-10 (8)	323 (8)	348.5 (7)	
Total Extracted	2293	2293		
Reserve	4307	4307	0 (7)	
<b>Total</b>	<b>6600</b>	<b>6600</b>	<b>6,600</b>	

**Notes:**

(e) indicates water use is estimated; meters are not installed.

**Footnotes:**

(1) The 1996/1998 FORA Board Allocation Plan reflects 1410 afy that considers future conservation on the POM Annex. The OMC's current reservation of 1577 afy reflects the decrease of 38 afy and 114 afy (see footnote (4)) from the original 1729 afy. The FORA Board has not yet revised the allocation numbers to reflect this change.

(3) The Sunbay/Thorson property was given its own allocation (120 afy) as part of the transfer of real estate from the US Army to the Southwest Sunbay Land Company.

(4) Seaside's original allocation of 710 afy was augmented by 38 afy by agreement with the OMC and Brostrom, and by 114 afy under final terms of the land exchange agreement among the City of Seaside, Monterey Bay Land, LLC and the US Army.

(5) 114 afy of Monterey Bay Land, LLC controlled potable water includes the proviso that the City of Seaside shall use no less than 39 afy of such water for affordable or workforce housing.

(6) The FORA Board approved an additional 17.5 afy for Del Rey Oaks on 05/13/2005.

(7) In January 2007, the FORA Board changed the 150 afy interim use loans to Marina, Seaside, Del Rey Oaks and Monterey County in October 1998 to add to their permanent allocations.

(8) Line loss figures include water transferred from Ord to Marina system through the inter-tie. The transferred numbers are tracked in the SCADA system and will be repaid back to Ord from Marina over time.

**Table 1.1—Former Fort Ord Water Allocations**

Ord Community Land Use Jurisdiction	SVGB Allocation (AFY)	Suballocations To	2013 Consumption Amount (AFY)	Committed Amt. (AFY)	Remaining Amt.(AFY)	Notes:
CSUMB	<b>1,035</b>		<b>442</b>	<b>938</b>	<b>97</b>	
		Campus Build-out projection to 2025	442	938		2007 Campus Master Plan FEIR
City of Del Rey Oaks	<b>242.5</b>		<b>0</b>	<b>0</b>	<b>242.5</b>	
		None	0	0		
City of Monterey	<b>65</b>		<b>0</b>	<b>0</b>	<b>65</b>	
		None	0	0		
County of Monterey	<b>710</b>		<b>15</b>	<b>532.5</b>	<b>177.5</b>	
		East Garrison 1	5	470		Allocation reso. 05-268
		MPC	0	52.5		Allocation
		Ord Market	10	10		Allocation
		Whispering Oaks	0	0		Allocated 93 AFY, then revoked with the approvals
UCMBEST	<b>230</b>		<b>1</b>	<b>1</b>	<b>229</b>	
		UCMBEST Center	1	1		MCWD 10-year Annual Consumption Report (Consumption report)
City of Seaside	<b>1,012.5</b>		<b>859</b>	<b>810.9</b>	<b>201.6</b>	
		Sunbay Apts.	64	120		Allocation 10/23/2001 (FORA – Army MOA Amendment #1)
		Brostrom Park (Bayview)	64	84.8		Allocation 10/23/2001 (FORA – Army MOA Amendment #1)
		Seaside Highlands	170	168.5		Allocation reso. 02-07
		Seaside Resort	1	161.4		Allocation reso. 05-44
		Monterey College of Law	unknown	2.6		Allocation reso. 04-20
		MPC	unknown	9.7		Allocation reso 09-36
		MPUSD	103	103		Consumption report
		Chartwell School	unknown	6.4		Allocation reso. 05-26
		Main Gate	0	149		WSA totaled 207 AFY. Allocation of 149 AFY on 5/15/2008

Table 1.1—Former Fort Ord Water Allocations continued

Ord Community Land Use Jurisdiction	SVGB Allocation (AFY)	Suballocations To	2013 Consumption Amount (AFY)	Committed Amt. (AFY)	Remaining Amt.(AFY)	Notes:
City of Seaside, (continued)		Blackhorse & Bayonet Golf Courses	457	0		Agreed on 4/1/10: 2,500 AF in exchange for 17 acre parcel; maximum 500 AFY (temporary)
		American Youth Hostel	0	5.5		Agreed on 12/15/2007: Joint Seaside City Council/RDA meeting - Army-Seaside land exchange
U.S. Army	1,582		707	707	875	Consumption
		None	707	707		
State Parks and Rec.	39.5		0	0	39.5	
		None	0	0		
City of Marina	1,325		271.7	1,311.4	13.6	
		Abrams Park	74	74		Consumption report
		Cypress Knolls	0	156.1		Allocation 11/8/2006
		Marina Heights	14	292.4		Allocation 3/3/2004
		Preston Park	107	107		Consumption report
		MPUSD	5	5		Consumption report
		Dunes on Monterey Bay	33	593		Allocation 5/31/2005
		Rockrose Gardens	unknown	4.9		Allocation 6/9/2011
		Airport	4	4		Consumption report
		MPC	unknown	7		Allocation 2/6/2007
		Promontory	unknown	33.3		Allocation 7/2/2014
		Other existing	34.7	34.7		Consumption report
Marina Sphere	10		0	0	10	
		None	0	0		
Reserved to cover line loss	348.5			348.5		
<b>Total GW:</b>	<b>6,600</b>		<b>2,290.7</b>	<b>4,649.3</b>	<b>1,950.7</b>	

Sources: FORA 2012, Marina Coast Water District 2013

**Notes:**

“SVGB Allocation (AFY)” means allocations of Salinas Valley Groundwater Basin water made by the FORA Board after Army transferred the majority of its 6,600 AFY Salinas Valley Groundwater Basin water rights to FORA.

“Suballocations To” means FORA agency’s allocation of its water rights to a specific project or projects, or tracking of 2012 consumption data when no project allocation exists.

“Committed amount (AFY)” means project suballocation, when it exists, or 2013 consumption data when no project allocation exists. Bayonett and Blackhorse Golf Courses water consumption is not counted (temporarily) as a committed amount since MCWD delivery of augmented water will replace this consumption when available. According to the 4/1/10 MCWD-Seaside agreement, MCWD will provide 2,500 AF of potable or recycled water to the golf courses in exchange for a 17-acre parcel; maximum annual water consumption is 500 AFY.

**Table 1.2—Fort Ord Recycled Water Allocations**

Ord Community Land Use Jurisdiction	Recycled Water Allocation (AFY)
CSUMB	87
UC MBEST	60
County of Monterey	134
City of Del Rey Oaks	280
City of Seaside	453
City of Marina	345
Subtotal	1359
Line Loss	68
<b>Former Fort Ord Recycled Water Total</b>	<b>1427</b>

**Notes:**

“Recycled Water Allocation (AFY)” means allocations of Recycled Water made by the FORA Board on 05/11/2007. It is further noted that a number of former Fort Ord development projects (e.g. Seaside Resort Golf Courses and East Garrison) now include recycled water infrastructure (purple pipes) to deliver recycled water for landscaping when it becomes available.

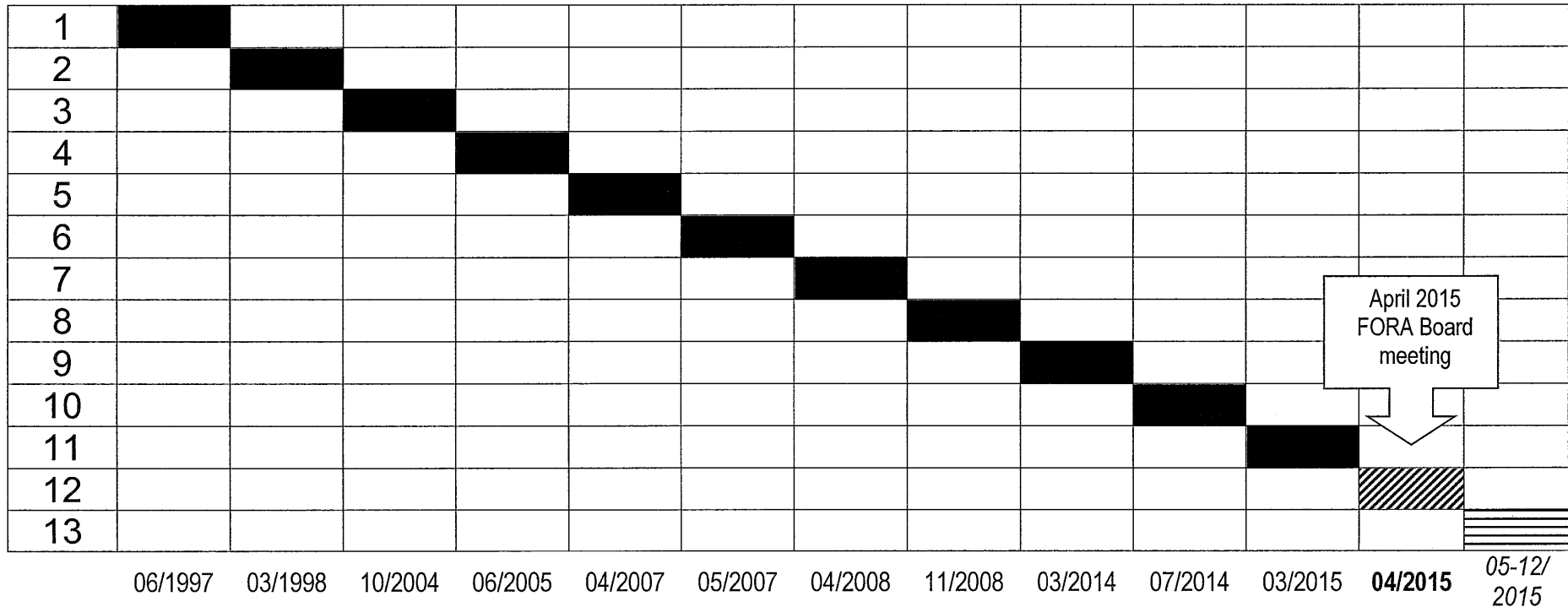
**Residential Unit and Population Monitoring**

Section 3.11.5.4(b) of the BRP notes that FORA will incorporate jurisdictions’ reports on the residential population and units in its annual report. Based on current information, Table 2 shows the current former Fort Ord population estimate and Table 3 shows projected former Fort Ord population within the next year. Each of the housing areas listed in Tables 2 and 3 is served from FORA groundwater allocations.

**Table 2—Current Former Fort Ord Population Estimate**

Category	Units	Occu-pancy /Unit	Popula-tion
POM Annex	1,590	2.6	4,134
CSUMB	1,253	2	2,506
East Garrison	100	2.6	260
Seaside Highlands	380	2.6	988
Seaside Resort	3	2.6	8
Dunes on Monterey Bay	108	2.6	281
Preston Park	352	2.6	915
Abrams B	192	2.6	499
Housing Authority	56	2.6	146
Shelter Outreach Plus	39	2.6	101
Veterans Transition Center	13	2.6	34
Interim Inc	11	2.6	29
Sunbay	297	2.6	772
Bayview	225	2.6	585
Estimated Subtotal	4,619		11,258
CSUMB beds			1,832
<b>Estimated Total</b>			<b>13,090</b>

### Milestone Sequence Diagram – Water Augmentation Program



1. BRP identifies water availability as a resource constraint; assumes 2,400 AFY augmentation to achieve permitted development levels.
2. FORA and MCWD enter into Water and Wastewater Facilities Agreement, including sub-section 3.2.1 MCWD Responsibilities, "MCWD will cause to be planned, designed and constructed such additional water and sewer facilities as FORA, in consultation with MCWD, reasonably determines are necessary for the service area."
3. MCWD Board certifies a program level EIR analyzing three potential augmentation projects, desalination, reclaimed, and a hybrid project, containing components of both desalination and recycled water.
4. FORA Board endorses hybrid alternative as the preferred water augmentation project.
5. FORA Board approves draft Monterey Bay Regional Water Solutions MOU.
6. FORA Board adopts Resolution 07-10, allocating 1,427 AFY recycled water to former Fort Ord land use jurisdictions.
7. FORA Board endorses Division of Ratepayer Advocates Regional Plenary Oversight Group proposal (Regional Project).
8. FORA Board adopts Resolution 08-07, endorsing the Water for Monterey County water augmentation project.
9. MCWD presents status of water augmentation program after failed Regional Project.
10. MCWD presents update on policy issues and reviews proposed steps forward.
11. MCWD requests FORA Board approval of 10% design process for 2,400 AFY desalination plant.
12. **MCWD will provide answers to the questions posed at the March 13<sup>th</sup> FORA Board meeting.**
13. *MCWD to issue RFP and prepare 10% conceptual planning for a 2,700 AFY desalination plant.*

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b> Economic Development Program	
<b>Meeting Date:</b> April 10, 2015	<b>INFORMATION</b>
<b>Agenda Number:</b> 8c	

### RECOMMENDATION:

Receive an Economic Development Program status report.

### BACKGROUND/DISCUSSION:

Item 9b from March 13, 2015 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

The FORA Board endorsed Alternative 1B) (**Attachment A**) on March 13, 2015. After receiving the Board's direction, FORA staff has taken the following Economic Development Program actions:

- 1) Opened recruitment for the Economic Development Coordinator position (**Attachment B**);
- 2) Met with CSUMB to begin formalizing a FORA/CSUMB Small Business Development Center (SBDC) partnership through a Memorandum of Agreement;
- 3) Initiated coordination with County Economic Development Director Dave Spaur;
- 4) Joined Monterey Bay Economic Partnership (MBEP) at the \$10,000-level (**Attachment C**);
- 5) Initiated coordination with Monterey County Business Council (MCBC);
- 6) Reached out to the Cabrillo College (SBDC);
- 7) Received letter (**Attachment D**) from Coalition for Jobs, Opportunity & Business in Seaside (Cjobs) requesting greater involvement from community organizations like the League of United Latin American Citizens, and churches; and
- 8) Began process to form an informal staff-level FORA Economic Development Advisory Committee/Group.

### FISCAL IMPACT:


Reviewed by FORA Controller 

At its March 13, 2015 meeting, the Board authorized up to \$250,000 in budget for the Economic Development Program, including the new Economic Development Coordinator position. Staff time for this item is included in the approved FORA budget.

### COORDINATION:

CSUMB, County of Monterey, MBEP, MCBC, Cabrillo College, Administrative and Executive Committees.

Prepared by

  
Jonathan Garcia

Approved by

  
Michael A. Houlemard, Jr.

**B) Reconfigure Economic Development Staff Position** *(recommended)*

Reconfigure the Economic Development “Specialist” position advertisement as an Economic Development “Coordinator,” eliciting recruitment help from multiple sources. The Coordinator position would focus on the need for:

- web-based, data-focused, and technology driven support;
- incentive packages/governmental assistance grants/loans; and
- staffing support to an advisory body of the stakeholder jurisdictions/agencies/chambers involved in the regional economic recovery programs.

FORA could supplement this position by collaborating with/funding the CSUMB request for financial support for the Small Business Development Center and the Institute for Innovation and Economic Development (IIED). There would be no increase to previously approved compensation levels or Board directed term limitations.

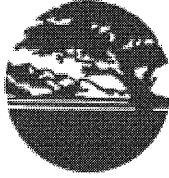
***Exhibit B*** - proposed draft Economic Development Coordinator job description

***Exhibit C*** - CSUMB request for economic development program assistance

***Exhibit D*** - informational materials on CSUMB IIED

Financial Impact

Economic Development Coordinator:	\$160,000 (up to)
CSUMB/IIED	\$55,000
MBEP	\$10,000
Local Agency Assistance	\$20,000
FORA Support	<u>\$ 5,000</u>
Total:	\$250,000 (up to)



# FORT ORD REUSE

Attachment B to Item 8c  
FORA Board Meeting, 4/10/15

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

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

## ECONOMIC DEVELOPMENT COORDINATOR JOB DESCRIPTION

### Classification Summary:

This position performs economic development recovery services promoting educationally and research based business creation, counsels small local enterprises to enhance their reach and profitability, soliciting and supporting businesses to locate on the former Fort Ord, aiding existing businesses in expansion, supporting efforts to strengthen and retain the Monterey Bay Region's military mission including the Naval Post Graduate School, Fleet Numerical Meteorology and Oceanography Center and Presidio of Monterey/Defense Language Institute/Ord Military Community. These responsibilities are to be accomplished in connection with the Fort Ord Reuse Authority's (FORA's) regional program to create educational, agricultural, environmental, recreational, and hospitality based jobs as may be identified in the 1997 Fort Ord Base Reuse Plan.

The Economic Development Coordinator will create and maintain information resources and databases and prepare reports and quantifiable analyses in coordination with the educational institutions and political jurisdictions (University of California and California State University, and former Fort Ord cities/County of Monterey) focused on the regional recovery from the closure of the former Fort Ord. This employee will report to the Principal Planner and works with the Executive Officer and other FORA staff to implement the FORA Economic Development Program. This position has an expected duration of two years unless extended by the FORA Board of Directors.

### Essential Functions:

The following lists responsibilities, duties and skills – but is not intended to completely reflect the required/expected obligations of the Economic Development Coordinator. FORA employees are expected to be responsible for “other duties as may be assigned.”

- Coordinate economic development and support work to implement FORA's policy to generate or broaden educationally based, recreationally supportive and environmental/agricultural/tourist industry focused research, development and commercial jobs;
- Expand connectivity between the educational institutions/military missions and the regional light industrial base and businesses;
- Assist FORA land use jurisdictions and FORA staff in attracting construction project developers and in completing their build out of FORA lands in accordance with the Base Reuse Plan. Assist/counsel existing businesses to expand grow their business by aiding in their use of marketing, outreach, financing and revitalization programs;
- Provide site specific information to businesses interested in locating to California and coordinate inquiries with local economic development professionals;
- Serve as FORA liaison for local and regional economic development, including retail, business, marketing, Chambers of Commerce, Monterey Bay Business Council, Monterey Bay Economic Partnership, and related associations, and at meetings, conferences, and trade shows;
- Coordinate with County and jurisdictional efforts to retain the Monterey Region's military mission;
- Coordinate with state, federal and regional sources and business development agencies to assist in business expansion and entrepreneurial development;
- Maintain records and data bases of business prospects and contacts to track/monitor success;



- Present oral and written reports to FORA member agencies, the FORA Board of Directors, economic development interest groups, other interested parties and groups, and the public;
- Coordinate with regional work force development Boards/ Commissions.

### **Knowledge, Skills and Abilities:**

#### Knowledge of:

- Importance of clusters in local/regional economic development
- Principles, procedures, and strategies of economic and community development/analysis in a governmental environment;
- Planning and zoning, demographics, economic trends, forecast, data collection and management, and market shift impacts;
- Marketing and research methods, statistical and financial analyses and presentation, database development/maintenance;
- Regional business retention principles and methodology;
- Computer software/applications used in economic planning and data collection/ management;
- Social and Digital Media strategy/utilization;
- Real estate development procedures an impact of permitting on business processes; and
- Workforce development principles and relationship to economic development.

#### Experience:

- Evaluating/recommending appropriate business site locations and expansions;
- Providing technical economic development assistance to businesses, business organizations, and community groups;
- Demonstrated ability to attract employers and to link education/research to economic development/business expansion opportunities.
- Understanding Department of Defense military missions relationship to economic development;
- Analyzing and implementing economic development marketing concepts;
- Evaluating and implementing real estate development projects;
- Demonstrated knowledge of Central California's agricultural/environmental industry and other science and technology issues, programs, and sources; and
- Experience evaluating, developing, and implementing technology based businesses.

#### Ability to:

- Follow written and oral instructions;
- Read and interpret economic, marketing, statistical, and analytical documents, research material, blueprints, and maps;
- Work independently with Microsoft Word and Excel software; prepare oral, written, and graphic reports, documents, brochures, pamphlets, maps, and related planning and economic development documentation;
- Plan and implement economic development programs and marketing strategies;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain effective working relationships with the public, developers, customers, citizen groups, and other employees.

**Supervision Received:**

The work is performed under the direct supervision of the Principal Planner, and will receive general direction from the Executive Officer and advisory groups. The Economic Development Coordinator will make quarterly progress reports to the FORA Board.

**Minimum Qualifications:**

Bachelor's Degree in Economic Development, Planning, or a related field; and three (3) to five (5) years' experience in economic development, marketing, or a related field; and Valid California Driver's License; or any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

**Desirable Qualifications:**

Ideal incumbent possesses a major university/college postgraduate degree in economics/business administration/marketing or related field and 5 years of business/entrepreneurial support or economic development experience.

**Work Environment:**

The primary duties are performed in a public office-building environment with some field assignments.

**Essential Physical Abilities:**

Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, use a telephone, and communicate with others; sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review, evaluate, and prepare a variety of written material, documents and materials; sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate standard office equipment and computer systems and to make adjustments to equipment; sufficient body flexibility and personal mobility, with or without reasonable accommodation, which permits the employee to work in an office setting.

**Compensation:**

Salary range is to be consistent with the qualifications and experience of the candidate. This is to be a full time position for two years and as such qualifies for full retirement and employee benefits. The position may be extended beyond the two year time limit only by action of the FORA Board. The employment is "at-will."

**Reply to:**

Fort Ord Reuse Authority  
920 2nd Avenue, Suite A  
Marina, CA 93933  
831-883-FORA  
[jobs@fora.org](mailto:jobs@fora.org)

# Supplemental Questions

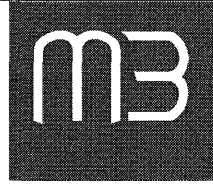
## Economic Development Coordinator

### Required Supplemental Questions

- a. Provide a summary of your career major achievements in preparing, securing policy endorsement and implementing economic and business development strategies.
- b. Assess your successes in attracting and retaining employers and businesses, including examples of marketing and issue resolution strategies you have successfully utilize or deployed.
- c. Describe effective methods for conducting research and statistical and financial analysis especially as it pertains to demographics, economic trends and forecasting, and market shifts. Add any notes about how these might be applied to effective economic development.

(Note: A response to the supplemental question is required and must be limited to no more than two pages.)

Monterey Bay Economic Partnership  
jdossett@mbep.biz



# INVOICE

BILL TO  
Michael Houlemard  
FORA  
920 2nd Ave. Suite A  
Marina, CA 93933

INVOICE # 1033  
TERMS Due on receipt  
DATE 03/24/2015  
DUE DATE 03/24/2015

ACTIVITY	AMOUNT
<b>Memberships</b>	10,000.00
2015: Annual MBEP Membership	

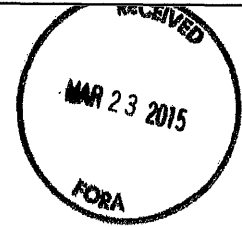
Thank you for supporting regional economic development.

BALANCE DUE **\$10,000.00**



Coalition for Jobs, Opportunity & Business in Seaside

Attachment D to Item 8c  
FORA Board Meeting, 4/10/15



March 20, 2015

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

Re: Regional Urban Design Guidelines/Community Participation

Dear Mr. Houlemard,

During the course Regional Urban Design Guidelines Charrette community engagement, Fort Ord Reuse (FORA) consultants met extensively in many locations throughout the region. At many of these locations there were consistently the same people representing the interests of recreation/open space and limited numbers of working class families, underrepresented residents and minorities.

Some of the consultants acknowledged that the design and development efforts must reflect the needs of the future occupants. The same would be true of the FORA Reassessment process in 2012. We are very pleased to see that the recommendations for job creation/economic development included connectivity with local agencies. We are also pleased to see FORA Board approval of the jobs program.

We recommend that a greater effort be made to involve the organizations like the church, LULAC and CJ Jobs to attain full community input and benefits in the design effort and the economic benefits that will flow from this process. We should convene a meeting with representatives of the aforementioned organizations to advance this effort, and how these resources could be used.

Sincerely,

Rev. H. H. Lusk, Sr.  
CEO

**FORT ORD REUSE AUTHORITY BOARD REPORT**

**BUSINESS ITEMS**

<b>Subject:</b>	Regional Urban Design Guidelines Update	
<b>Meeting Date:</b>	April 10, 2015	<b>INFORMATION</b>
<b>Agenda Number:</b>	8d	

**RECOMMENDATION(S):**

- i. Receive Regional Urban Design Guidelines (RUDG) Contract Implementation Report.
- ii. Receive RUDG Consultant Team Product Delivery Report

**BACKGROUND/DISCUSSION:**

**(i) RUDG Background**

RUDG completion was identified as a separate implementation action under the 1997 Base Reuse Plan (**Attachment A**). Fort Ord Reuse Authority (FORA) Board approval of the Highway 1 Design Guidelines (2005) was the first stage of RUDG actions. The 2012 Reassessment Report identified RUDG completion for Gateways, Town & Village Centers, Regional Circulation Corridors and Trails as an incomplete Reuse Plan requirement. The Board approved FY 2013/2014 and FY 2014/2015 budgets and FORA Staff Work plans included RUDG completion. During 2014, the Board empaneled the RUDG Task Force to oversee RUDG consultant recruitment, advising and project completion. Following a national search, Dover, Kohl & Partners (DKP) along with an interdisciplinary team was selected. In November DKP and FORA staff completed a series of stakeholder interviews during a preliminary Site Visit. In February 2015, DKP and FORA staff, completed a 10-day public design process leading to draft design guideline preparation.

Staff is currently working with DKP to prepare draft RUDG. Board review and consideration of the initial draft is expected at the May 2015 meeting. A review period will follow, wherein Board input will determine the final product. RUDG training and jurisdictional incorporation meetings are planned for the fall 2015.

The FORA Board requested Authority counsel clarify FORA RUDG authority and legal framework (**Attachment B**). The Authority Counsel Memo provides the following clarification:

- Development of RUDG for the Highway 1 Corridor (approved 2005), Town & Village Centers, Gateways, Regional Circulation Corridors, and Trails are required as distinct implementation actions under the Reuse Plan;
- RUDG are to focus on issues of visual quality and character;
- Board approved RUDG will establish standards for future consistency determinations; and
- RUDG do not override prior/current consistency determinations, redefine land use designations, or local zoning and General Plans.

**(ii) RUDG Consultant Team Product Delivery Report**

During the March meeting Board requested clarification on key guideline concepts and definitions. Staff worked with DKP to produce a summary of potential guideline frameworks and current recommended directions including:

- Fronts face fronts
- Street connectivity
- Primacy of Open Space & vistas
- Scale of public space
- Walkable streets
- Legible centers
- Mix of uses
- Mix housing types
- Context-sensitive trails
- Customized gateways

These elements provide a framework for addressing the design principles in the Reuse Plan. Guideline implementation and consistency determination criteria options would need to be evaluated and refined prior to project completion.

During the March 23, 2015 meeting, RUDG Task Force members requested that a DKP Principal appear at the April 10, 2015 Board meeting to present current directions and guideline spectrum. Accommodating this request requires re-allocation of funds within the existing contract. No additional fiscal impact will be incurred.

**FISCAL IMPACT:**

Reviewed by FORA Controller 

Staff time for these items is included in the approved FORA budget.

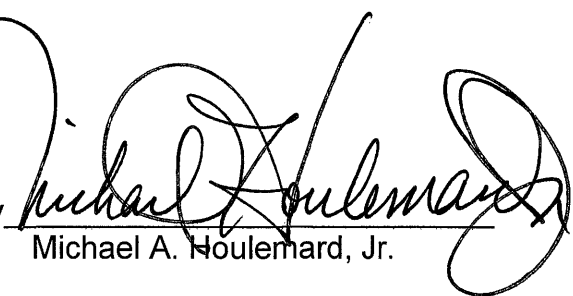
**COORDINATION:**

RUDG Task Force, PRAC, CSUMB, TAMC, MST, Monterey County, BLM, Administrative and Executive Committees

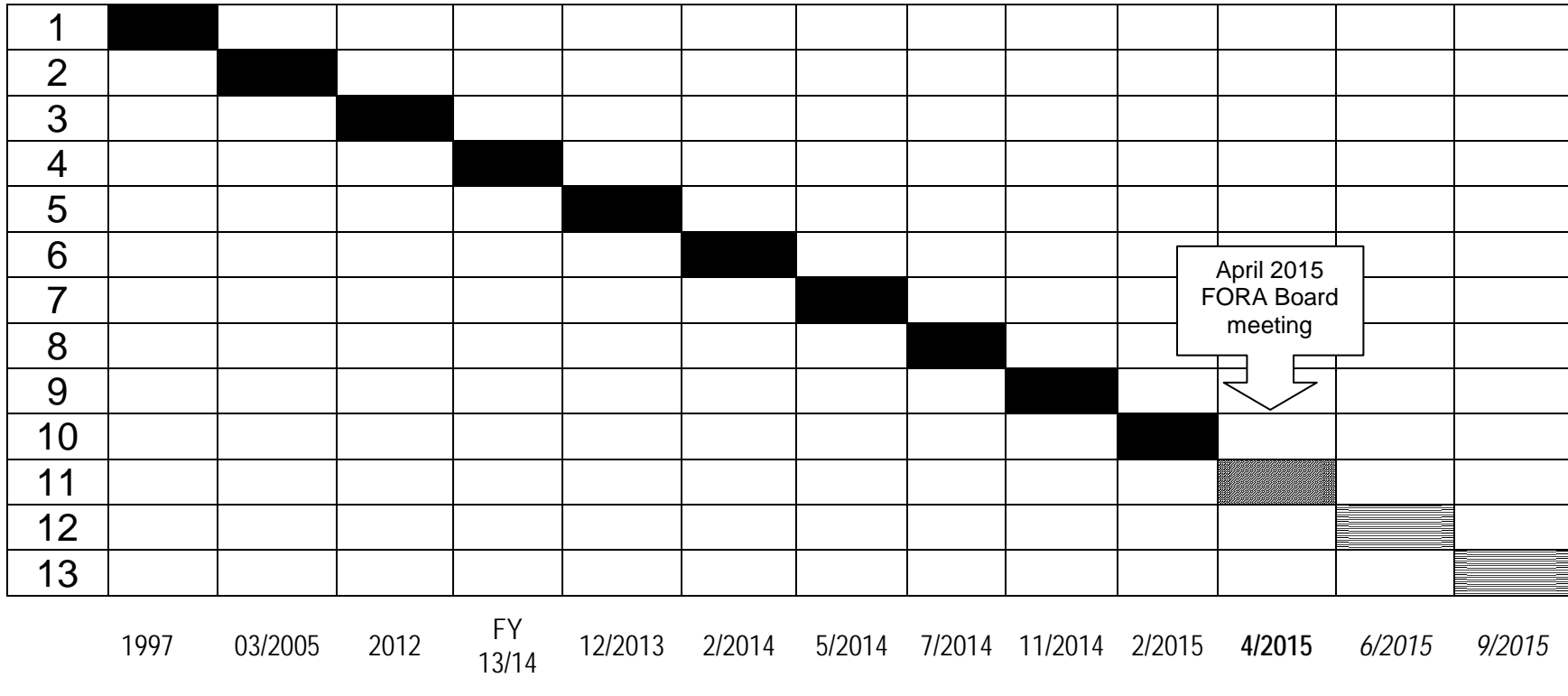
Prepared by

  
Josh Metz

Approved by

  
Michael A. Houlehard, Jr.

## Milestone Sequence Diagram – Regional Urban Design Guidelines (RUDG)



1. Base Reuse Plan Design Principle 6: Adopt regional design guidelines (Vol 1, p. 61) – assigned to jurisdictions
2. FORA Board approves Highway 1 Design Corridor Design Guidelines
3. Reassessment Report highlights outstanding RUDG
4. FORA Board accepts RUDG responsibility due to jurisdiction funding constraints
5. Colloquium speakers emphasize RUDG value
6. Board approves 2014 work plan including funding for RUDG completion
7. RUDG Task Force manages competitive consultant selection process
8. Board approves Dover, Kohl & Partners (DKP) contract
9. DKP Site Visit
10. RUDG Charrette
11. **Receive RUDG contract implementation report and consultant team product delivery report**
12. *DRAFT RUDG for Board Review*
13. *RUDG Approval – Implementation Training & Integration*



# MEMORANDUM

Kennedy, Archer & Giffen  
A Professional Corporation

**DATE:** April 1, 2015  
**TO:** Fort Ord Reuse Authority  
**FROM:** Authority Counsel  
**RE:** Regional Urban Design Guidelines

## I. Issues:

This memorandum explores the scope of planning authority vested in the Fort Ord Reuse Authority (“FORA”) by the Regional Urban Design Guidelines (“RUDG”). To frame the issue, this memorandum specifically responds to questions that FORA Senior Planner Josh Metz posed to Authority Counsel in a February 23, 2015 email (“February 23 Email”). It also addresses a subsequent, related document that FORA’s Planning Department (namely, Steve Endsley, Jonathan Garcia, and Josh Metz) addressed to Authority Counsel entitled “RUDG Legal Questions Needing FORA Authority Counsel Opinion.” We have distilled from those two documents the following questions, followed by a summary of our conclusions:

### A. What are “guidelines” and are they “mandatory”?

Generally, guidelines create standards that may be used to determine whether a local jurisdiction’s land use plan, zoning ordinances, and implementation acts are consistent with FORA’s Base Reuse Plan (“BRP”). In that sense, they are “mandatory.” But there are, as discussed below, limitations on the scope of such guidelines.

### B. What is the difference between “guidelines” and “zoning”?

The relationship between the “guidelines,” including the RUDG, and zoning can be summarized as follows: FORA establishes guidelines pursuant to its authority under the FORA Act and BRP. The local jurisdictions must account for such guidelines when submitting its proposed land use plans, zoning, and implementing actions. FORA must then determine the consistency of such plans, zoning, and actions with those guidelines (and other requirements of the BRP), the process for which is set forth in the FORA Act and Article 8.01 of the Master Resolution. Accordingly, the RUDG are not zoning plans or zoning ordinances; only the local jurisdictions can establish those under the FORA Act.

### C. Will FORA-approved guidelines limit local jurisdiction planning authority?

Yes, but only to the extent the guidelines are within their proper scope and follow the process for land use planning articulated in the FORA Act. Namely, the RUDG are limited in scope to matters of “visual importance/visual character,” and further that RUDG cannot impose requirements inconsistent with a local jurisdiction’s land use plan, zoning ordinances, implementation action, etc. after FORA has determined the same to be consistent with its BRP.

We therefore conclude RUDG can be implemented as a mandatory standard for local jurisdictions regarding matters of visual importance by which FORA can measure future consistency determinations.

## **II. Analysis**

### **A. What are “Guidelines” and Are They Mandatory?**

The February 23 Email first asks, “What are ‘guidelines’?” The RUDG Legal Questions Needing FORA Authority Counsel Opinion narrows the issue somewhat, by asking “What is FORA’s Regional Urban Design Guidelines (RUDG) legal authority?” And both the February 23 Email and the RUDG Legal Questions Needing FORA Authority Counsel Opinion ask: are the RUDG “mandatory?” This memorandum addresses those related questions together.

#### **1. Definition of “Guidelines”**

The term “guidelines” is not a legal term of art and has no particular legal meaning. Merriam-Webster defines a guideline as “a rule or instruction that shows or tells how something should be done.”<sup>1</sup> An alternative definition is “an indication or outline of policy or conduct.”<sup>2</sup> Though somewhat ambiguous, the former definition appears to provide a mandatory “rule,” whereas the latter may suggest something more permissive.<sup>3</sup> But a dictionary definition does little to answer what “guidelines” means in this context, and is not dispositive of the issue of whether the RUDG are “mandatory.” It is therefore more instructive to focus on the source and substance of the RUDG, namely, the “Design Principles” set forth in the BRP.

#### **2. Legal Authority for the RUDG**

The legal authority for the BRP is set forth in the FORA Act at Government Code section 67675. That section obligates FORA to create the BRP, accounting for “[a] land use plan for the integrated arrangement and general location and extent of, and the criteria and standards for, the uses of land ... and other natural resources[.]” Such authority encompasses the power to proscribe design guidelines.

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<sup>1</sup> <http://www.merriam-webster.com/dictionary/guideline>

<sup>2</sup> *Ibid.*

<sup>3</sup> See also “*Pirates of the Caribbean, Curse of the Black Pearl*” (Captain Barbossa: “[T]he code is more what you’d call ‘guidelines’ than actual rules”.)

The BRP provides for “Major Provisions of the Reuse Plan,” and “Context and Framework” for the BRP. (BRP, § 1.2.1, p. 3.)<sup>4</sup> “The Framework for the Reuse Plan establishes the broad development considerations that link the various Reuse Plan elements to the land use jurisdiction into an integrated and mutually supporting structure.” (BRP, § 1.2.1, p. 8; see also art. 3.0, p. 55.) Part of that Framework is a “Community Design Vision,” which sets forth six specific “Design Principles.” (BRP, § 1.2.1, pp. 8-9; see also § 3.1, p. 56.) Design Principle no. 6 provides:

*Design Principle 6: Adopt [RUDGs].* The visual character of the former Fort Ord will play a major role in supporting its attractiveness as a destination for many visitors every year. Maintaining the visual quality of this gateway to the peninsula and where necessary enhancing it is of regional importance to ensure the economic vitality of the entire peninsula. [RUDG] will be prepared and adopted by FORA to **govern the visual quality of areas of regional importance within the former Fort Ord.**

(BRP, § 1.2.1, p. 9; see also § 3.1.1, p. 61.)

The “full” version of Design Principle no. 6 provides:

*Adopt [RUDGs].* The **visual character** of the Monterey Peninsula plays a major role in supporting the area’s attractiveness as a destination for many visitors every year. ... **Maintaining the visual quality of this gateway to the Peninsula and where necessary enhancing it is of regional importance to ensure the economic vitality of the entire Peninsula.** [RUDGs] will be prepared and adopted by FORA as a separate implementation action to **govern** the visual quality of the following areas of regional importance. The guidelines will address the State Highway 1 Scenic Corridor, the freeway entrances to the former Fort Ord ... from the State Highway 1 ..., areas bordering the public [sic] accessible habitat-conservation areas, major through roadways such as Reservation Road and Blanco Road, as well as other areas to be determined. **The urban design guidelines will establish standards for road design, setbacks, building height, landscaping, signage, and other matters of visual importance.**”

(BRP, § 3.1.1, p. 61.)

The BRP therefore provides that the RUDG shall “govern” and shall “establish standards” for certain elements. (BRP, § 3.1.1, p. 61.) Those elements relate to the visual quality of certain areas. However, at least within that scope and subject to the processes

<sup>4</sup> All references to the BRP are to volume 1, unless otherwise specified.

applicable to land use consistency determinations, the “guidelines” that the BRP sets forth in the RUDG “govern” and “establish standards,” and are mandatory on the local jurisdictions.

## **B. Differences and Relationship Between “Guidelines” and “Zoning”?**

A memorandum prepared on September 3, 2013 by FORA Special Counsel Alan Waltner,<sup>5</sup> discussed the relationship between “zoning” and FORA’s authority to govern land use. This memorandum will not repeat that one, save to highlight the discussion at pages 2 to 3, where Counsel pointed out that “zoning” is within the authority of the local jurisdictions, not FORA; FORA’s authority is to determine whether land use plans, zoning ordinances, implementing actions, etc. are consistent with the BRP, including design guidelines.

FORA has the authority and obligation to create the BRP, including “[a] land use plan for the integrated arrangement and general location and extent of, and the criteria and standards for, the uses of land, water, air, space, and other natural resources within the area of the base.” (Gov’t Code, § 67675.) “[A]fter the board has adopted a reuse plan, a member agency with jurisdiction within the territory of Fort Ord may adopt and rely on the [BRP], including any amendments therefor, for purposes of its territory ... as its local general plan for purposes of Title 7 until January 1, 1996.” (Gov’t Code, § 67675.1.) Also, “[a]fter the board has adopted a [BRP], each county or city with territory occupied by Ford Ord shall submit its general plan to the board,” which (a) certifies after a public hearing that it is intended to be carried out pursuant to the FORA Act and (b) “contains, in accordance with guidelines established by the board, materials sufficient for a thorough and complete review.”<sup>6</sup> (Gov’t Code, § 67675.2.) Within 90 days of the local jurisdiction submitting its general plan, FORA must determine that plan is consistent with the BRP. (Gov’t Code, § 67675.3, subd. (c).) Then, “[w]ithin 30 days after the certifications of a general plan or amended general plan, or any portion thereof, the board shall, after consultation with the county or a city, establish a date for that county or city to submit the zoning ordinances, zoning district maps, and where necessary, other implementing actions applicable to the territory of Ford Ord.” (Gov’t Code, § 67675.4.) The local jurisdiction then submits to FORA those zoning ordinances, zoning district maps, and other implementing actions – such RUDG (see Design Principle no. 6 at BRP, § 3.1.1, p. 61 [RUDGs “will be prepared and adopted by FORA as a *separate implementation action*”]) – and FORA must determine whether those zoning ordinances, maps, and implementation actions conform with the BRP. (Gov’t Code, § 67675.5.)

Accordingly, the relationship between the “guidelines,” including the RUDG, and zoning can be summarized as follows: FORA establishes guidelines, as “other implementing actions,” pursuant to its authority under the FORA Act and BRP. The local jurisdictions must account for such guidelines when submitting its proposed land use plans, zoning, and implementing actions. FORA must then determine the consistency of such plans, zoning, and actions with those

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<sup>5</sup> That memorandum can be found here: <http://www.fora.org/Board/2013/Packet/Additional/091313AlanWaltner.pdf>

<sup>6</sup> See also Article 8.01 of the Master Resolution, providing for the BRP and FORA’s determinations of local jurisdictions’ legislative land use decisions.

guidelines (and other requirements of the BRP), the process for which is set forth in the FORA Act and Article 8.01 of the Master Resolution.

**C. Will FORA-approved Guidelines Limit Local Jurisdiction Planning Authority? And What is the Scope of the RUDG Project?**

Will FORA-approved guidelines limit local jurisdiction planning authority? As just discussed, FORA-approved guidelines limit local jurisdiction in the sense that the local jurisdictions must account for such guidelines and that FORA may reject local jurisdiction's land use plans and zoning if they do not comply with such guidelines. However, FORA's authority is not unlimited in this regard. Namely, the authority is limited by (1) prior consistency determinations, to the extent that they overlap with RUDG; and (2) the limited scope of RUDG (visual quality and characteristics).

**1. FORA-approved Guidelines Generally Cannot Contradict Previously Enacted Land Use or Zoning Laws that FORA has Already Found to be Consistent with the BRP**

First, as discussed in the memoranda of then Authority Counsel (Jerry Bowden) on Dec. 3, 2012 and on November 14, 2013, "[o]nce a local plan has been found consistent with the [BRP], the FORA Act does not permit the [BRP] to be amended if the amendment would negate the consistency finding," pursuant to Government Code section 67675.8<sup>7</sup> (Jerry Bowden Memo, 11/14/2013, p. 1.) Accordingly, if a newly enacted RUDG imposed a requirement inconsistent with a pre-approved (by FORA) local jurisdiction land use plan or zoning ordinance, the local jurisdiction's land use plan or zoning ordinance should prevail over the new RUDG. As such, RUDG would only limit local jurisdiction's land use on matters that have not already been the subject of a FORA consistency determination.

**2. The BRP Limits the Scope of RUDG**

Another limitation on the RUDG is that those guidelines address "visual character." As discussed above, the BRP establishes a Framework delineating broad policy considerations. Part of that Framework is a "Community Design Vision," which sets forth six specific "Design Principles." (BRP, § 1.2.1, pp. 8-9; see also § 3.1, p. 56.) As quoted above, Design Principle no. 6 provides:

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<sup>7</sup> This memorandum does not comment on the correctness of that opinion, but will note that the then Authority Counsel recognized that section 67675.8 was ambiguous and that an alternative meaning was possible. (Jerry Bowden Memo, 12/3/12.) That alternative meaning was that section 67675.8 only imposed limitations on amendments to the BRP where the amendment would affect a single jurisdiction, as opposed to base-wide affects. Indeed, a plain reading of the statute suggests that result. Mr. Bowden found that result anomalous, since the FORA Act would thereby "address the narrow case of single agency amendments and not the broader case of base-wide amendments." (Jerry Bowden Memo, 12/3/12; see also Jerry Bowden Memo, 11/14/13.) In other words, if section 67675.8 only applies to cases where the BRP amendments apply to a single jurisdiction, there would be little else preventing FORA from making amendments with basewide effect.

*Design Principle 6: Adopt [RUDGs].* The visual character of the former Fort Ord will play a major role in supporting its attractiveness as a destination for many visitors every year. Maintaining the visual quality of this gateway to the peninsula and where necessary enhancing it is of regional importance to ensure the economic vitality of the entire peninsula. [RUDG] will be prepared and adopted by FORA to govern the visual quality of areas of regional importance within the former Fort Ord.

(BRP, § 1.2.1, p. 9; see also § 3.1.1, p. 61.)

Similarly, the “full” version of Design Principle no. 6 provides:

*Adopt [RUDGs].* The visual character of the Monterey Peninsula plays a major role in supporting the area’s attractiveness as a destination for many visitors every year. ... Maintaining the visual quality of this gateway to the Peninsula and where necessary enhancing it is of regional importance to ensure the economic vitality of the entire Peninsula. [RUDGs] will be prepared and adopted by FORA as a separate implementation action to govern the visual quality of the following areas of regional importance. The guidelines will address the State Highway 1 Scenic Corridor, the freeway entrances to the former Fort Ord ... from the State Highway 1 ..., areas bordering the public [sic] accessible habitat-conservation areas, major through roadways such as Reservation Road and Blanco Road, as well as other areas to be determined. The urban design guidelines will establish standards for road design, setbacks, building height, landscaping, signage, and other matters of visual importance.

(BRP, § 3.1.1, p. 61.) The last sentence gives examples of the matters to which the RUDG pertain. Though RUDG are not limited to those specific examples (“... and other matters of visual importance”), RUDG do appear limited to matters of “visual character,” “visual quality,” or “visual importance” of the type listed as examples.<sup>8</sup>

#### **a. Highway 1 Design Corridor Treatment**

The RUDG Legal Questions Needing FORA Authority Counsel Opinion inquires “how were issues handled in Hwy 1 Guidelines?” Two points may be made here. First, the Design Guidelines set forth at article 2.0 of the Board approved (2005) Highway 1 Design Corridor Design Guidelines can generally be described as “visual” in character, including landscaping and other elements to promote conservation (§ 2.2.3), use of native plants (§ 2.2.4), setbacks (§

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<sup>8</sup> Another potential limitation on the RUDG is a geographic limitation. Design Principle no. 6 lists the specific geographic areas to which the RUDG are expected to apply. However, it also encompasses (as quoted above) “other areas to be determined.” Thus, the BRP does not actually limit RUDG to those specific geographic areas, provided that it make a determination that maintaining the visual qualities in those areas will serve the purposes laid out in Design Principle no. 6.

2.2.5), compatible signage and common themes to promote a connected quality (§ 2.2.6), greenbelts (§ 2.2.7), common minimum standards for medians lighting, and open spaces (§ 2.2.8), common gateway look and feel (§ 2.2.9), designs that promote walkable streets such as street furniture (§ 2.2.10), building design features (§ 2.2.11), particular signage (§ 2.2.13), viewsheds (§ 2.2.14), etc. Thus, the Highway 1 Design Corridor Design Guidelines are generally limited in scope to the matters set forth in BRP Design Principle 6, i.e., “visual” matters.

Second, the process for enforcing the designs called for in the Highway 1 Design Corridor Design Guidelines recognizes the process of consistency reviews, discussed above. For instance, the first paragraph of the Highway 1 Design Corridor Design Guidelines addresses that treatment:

This document provides a set of design guidelines for the creation of design standards and zoning ordinances by jurisdictions with authority by jurisdictions with authority along the 3-mile California Highway 1 stretch of the former Ford Ord. These guidelines will also serve as the basis for *future* [FORA] consistency determination review of legislative, land use, and project approvals submitted by affected jurisdictions, as required by state law.

(Highway 1 Design Corridor Design Guidelines, § 1.1, p. 1 (italics added).) Later, at section 1.6 beginning on page 7, the Highway 1 Design Corridor Design Guidelines discusses how they fall within the Design Review Process, including consistency determinations under the FORA Act and article 8.01 of the Master Resolution, and including development entitlement reviews under the BRP.

In closing, the Highway 1 Design Corridor Design Guidelines recognize that they must comply with the scope of the BRP’s provision for design guidelines and with the process for FORA’s review process set forth in the FORA Act, Master Resolution, and BRP.

**b. The Scope of the RUDG Project with Dover, Kohl & Partners (“DKP”)**

The RUDG Legal Questions Needing FORA Authority Counsel Opinion penultimately inquires “what is [the] scope of [the] RUDG project?” As addressed above, the scope of RUDG is visual quality.

FORA’s Request for Proposals for Regional Urban Design Guidelines (“RFP”) identifies Design Principle no. 6, i.e., creation of RUDG, as the focus of that scope of work. (RFP, p. 18 of 29.) As discussed above, Design Principle no. 6 relates principally to visual characteristics. Other design principles, it should be noted, relate to more “substantive” land use considerations, such as establishment of mixed-use development patterns (no. 3), establishing diverse neighborhoods (no. 4), and encouraging sustainable development (no. 5.)

The RFP then identifies two “top level” goals: (1) completion of RUDG focusing on Town & Village Centers, Regional Circulation Corridors, Trails and Gateways on the former Ford Ord; and (2) Development of a strategic implementation plan to guide FORA and its member jurisdictions on integrating RUDG into planning processes.” In order to achieve those goals, the RFP contemplates the design professional “understand[ing] in detail existing land use and design regulations,” while recognizing that “local land use jurisdictions ... retain [] local control over all land use policies.” (RFP, pp. 18-19 of 29.) The “Key Deliverables” section of the RFP also appears to recognize the scope of RUDG. (RFP, p. 21 of 29.)

Form Based Code examples to be provided by the consultant under the contract are meant to serve as a visual representation of already allowed land uses in the BRP and are meant for illustrative purposes only. As noted above, the State has granted purview over Zoning to the FORA jurisdictions, and so insofar as Form Based Codes could substitute for a jurisdiction's Zoning Code, staff is recommending that those aspects of the Scope be provided to the jurisdiction's on an optional basis

### **III. CONCLUSION**

The RUDG can be implemented as a mandatory standard for local jurisdictions regarding matters of visual importance by which FORA can measure future consistency determinations.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Review Transportation Agency for Monterey County Marina-Salinas Multimodal Corridor Plan	
<b>Meeting Date:</b>	April 10, 2015	<b>INFORMATION</b>
<b>Agenda Number:</b>	8e	

### RECOMMENDATION:

Receive a presentation from Transportation Agency for Monterey County (TAMC) regarding its Marina-Salinas Multimodal Corridor planning process (**Attachment A**).

### BACKGROUND/DISCUSSION:

Item 8a from July 11, 2014 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2014/Packet/071114BrdPacket.pdf>

At its July 11, 2014 meeting, the FORA Board passed a motion supporting the TAMC recommended Marina-Salinas Multimodal Corridor alignment. TAMC staff will present information on cross sections along the recommended Multimodal Corridor alignment. Staff prepared a bubble chart showing past actions and next steps for this item (**Attachment B**).

### FISCAL IMPACT:

Reviewed by FORA Controller 

TAMC prepared the analysis, utilizing grant funds, local match and a previous \$15,000 FORA contribution. Staff time for this item is included in the approved FORA budget.

### COORDINATION:

TAMC, Administrative and Executive Committees.

Prepared by   
Jonathan Garcia

Approved by   
Michael A. Houlemard, Jr.



# Marina-Salinas Multimodal Corridor Conceptual Plan

FORA Board  
April, 10 2015



1

## Goals

- **Preserve a corridor**
- Plan for regional high quality transit
- Provide a regional bicycle route
- Improve pedestrian safety
- Develop a conceptual corridor design
- Estimate the cost of implementation

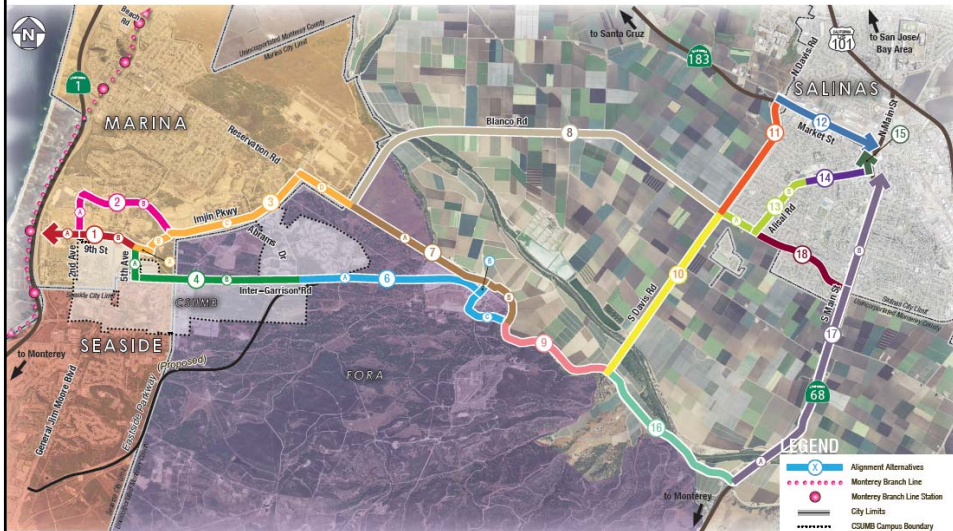
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## Partner Agencies



3

## Overview

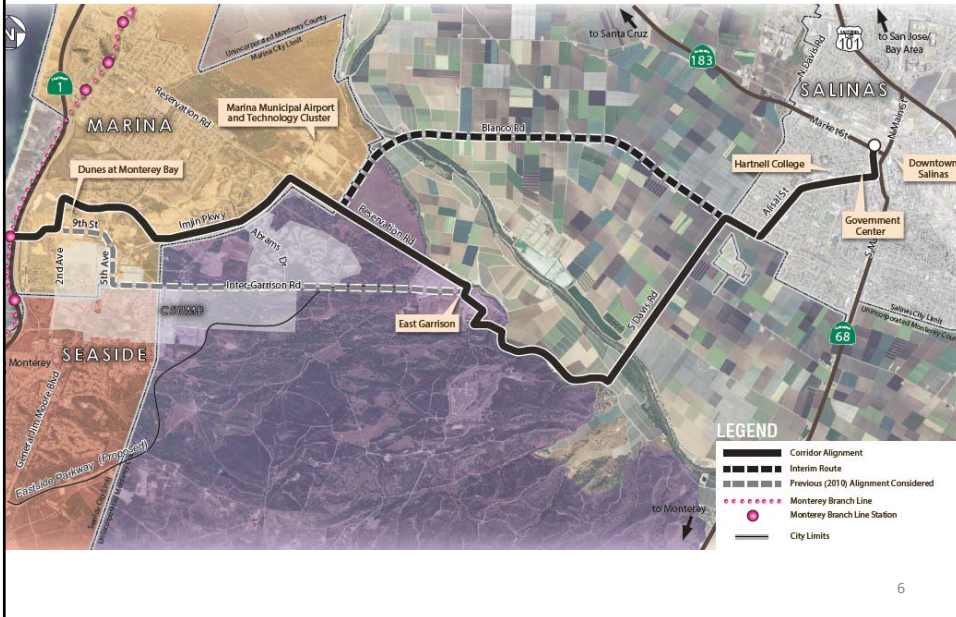


4

# Community Input



# Preferred Alignment





## Enhanced Intersections & Stops



Queue Jumps



Transit Island Buffer



Bicycle Signals

7

## Enhanced Transit



Exclusive Bus Lanes



Separate Busway



8

## Enhanced Bike



Image Source: www.bikehighway.org



Image Source: www.pactbikes.org / Don Burden

### Class I Bikeways (Off-Street Shared Use Path)



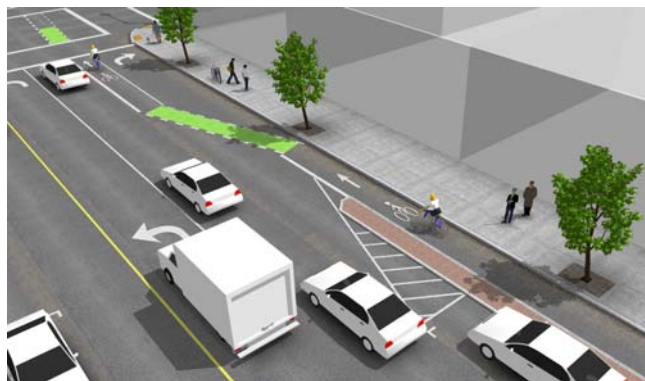
Image Source: www.bikehighway.org (photo by Joel Moore)



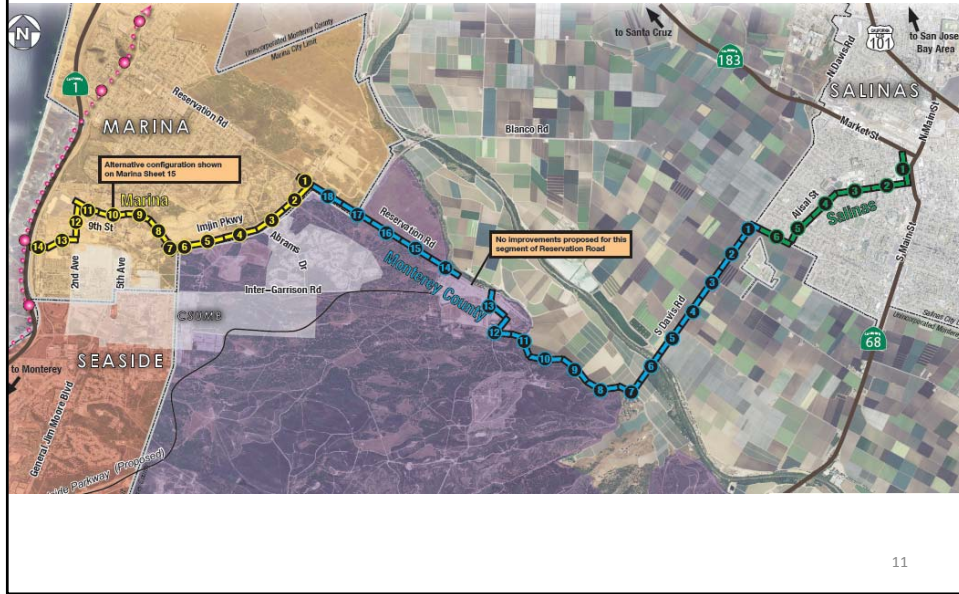
Image Source: NACTO Urban Bikeway Design Guide, 2017

### Cycle Tracks

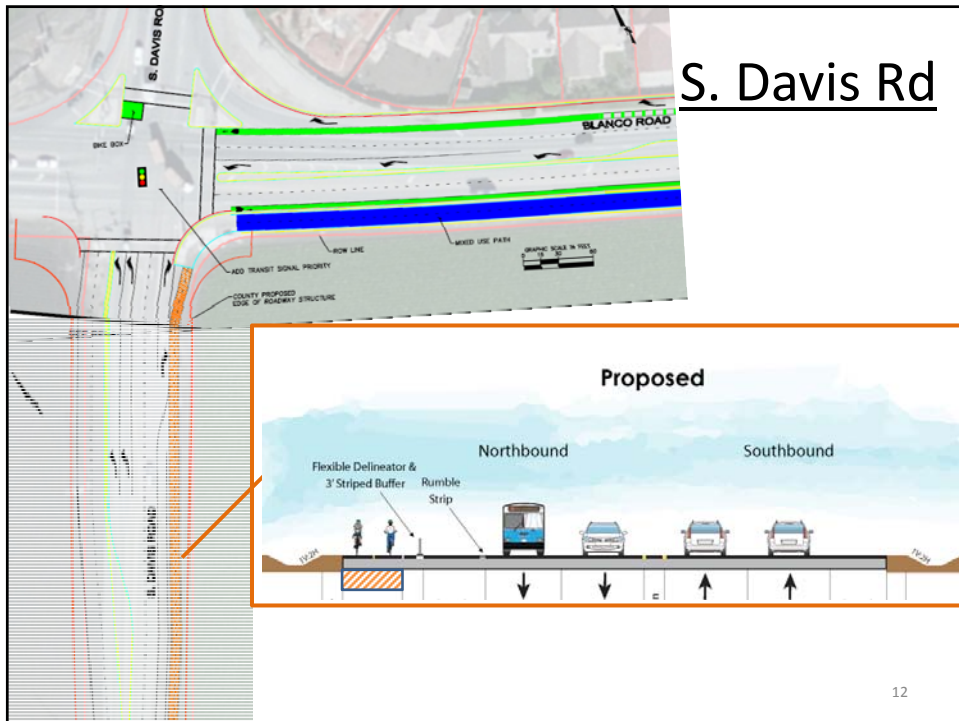
## Enhanced Bike – Green Treatments



# Conceptual Design

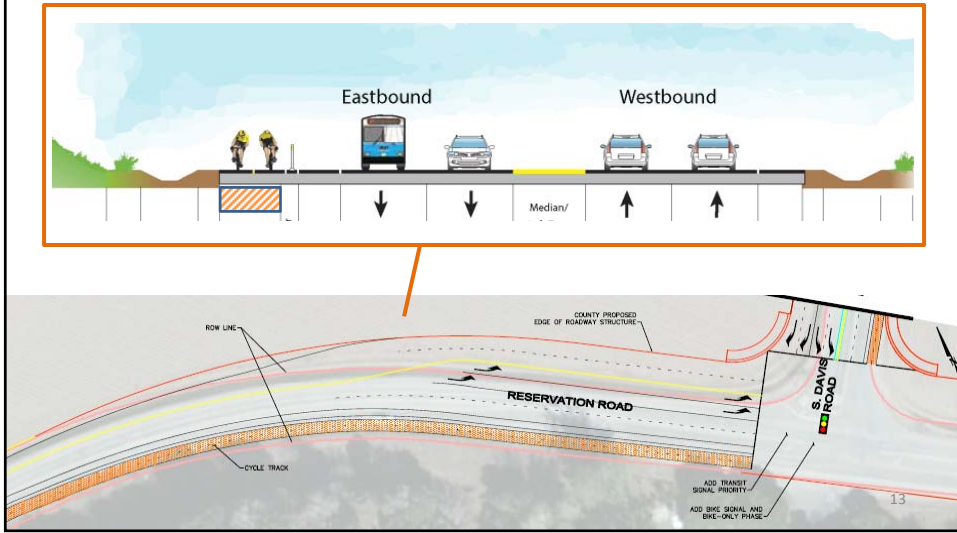


## S. Davis Rd

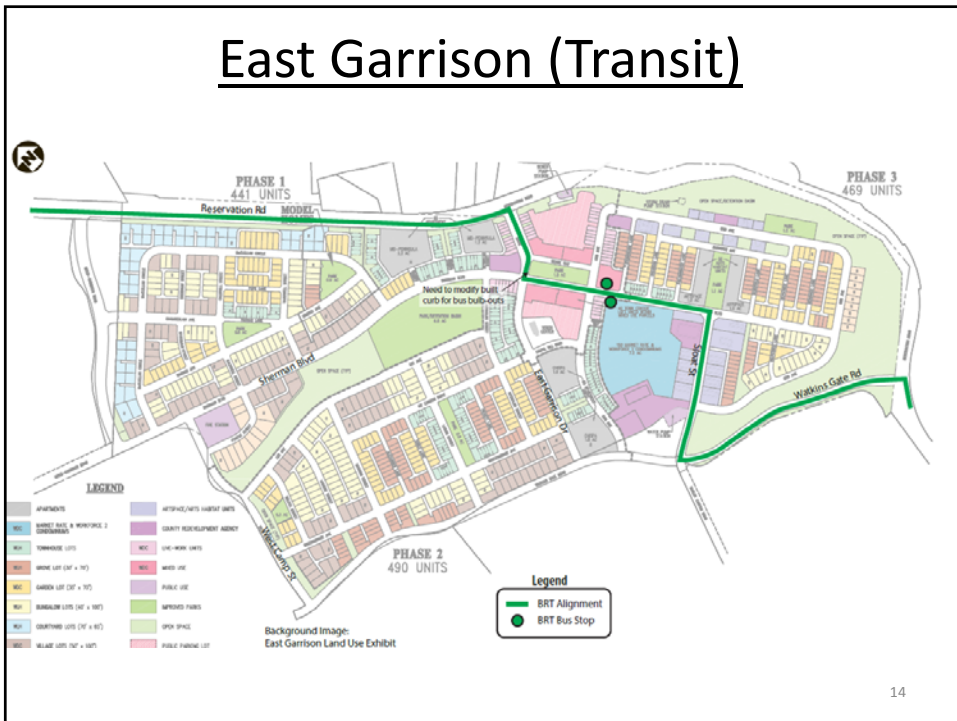




# Reservation Rd (Davis Rd – Watkins Gate)

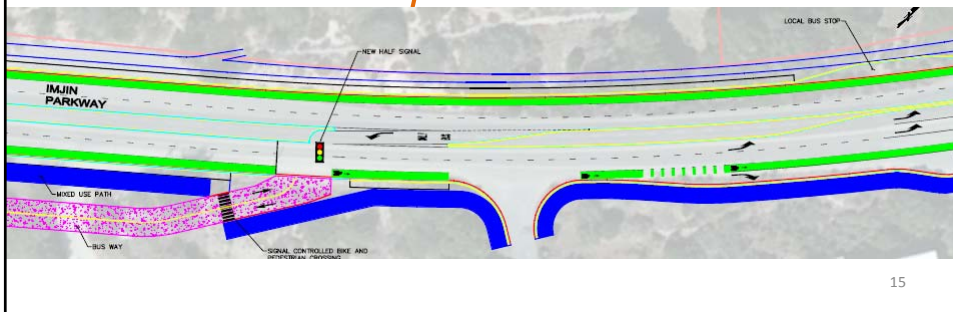
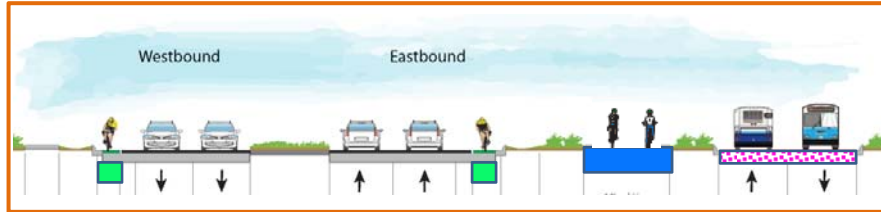


# East Garrison (Transit)

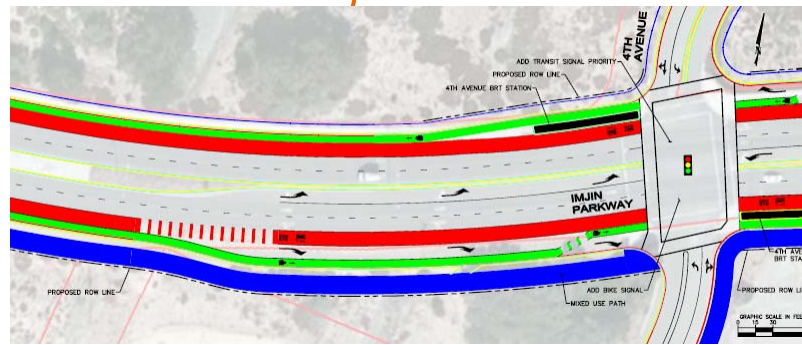
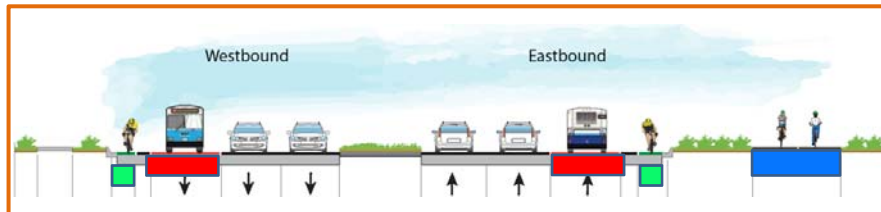


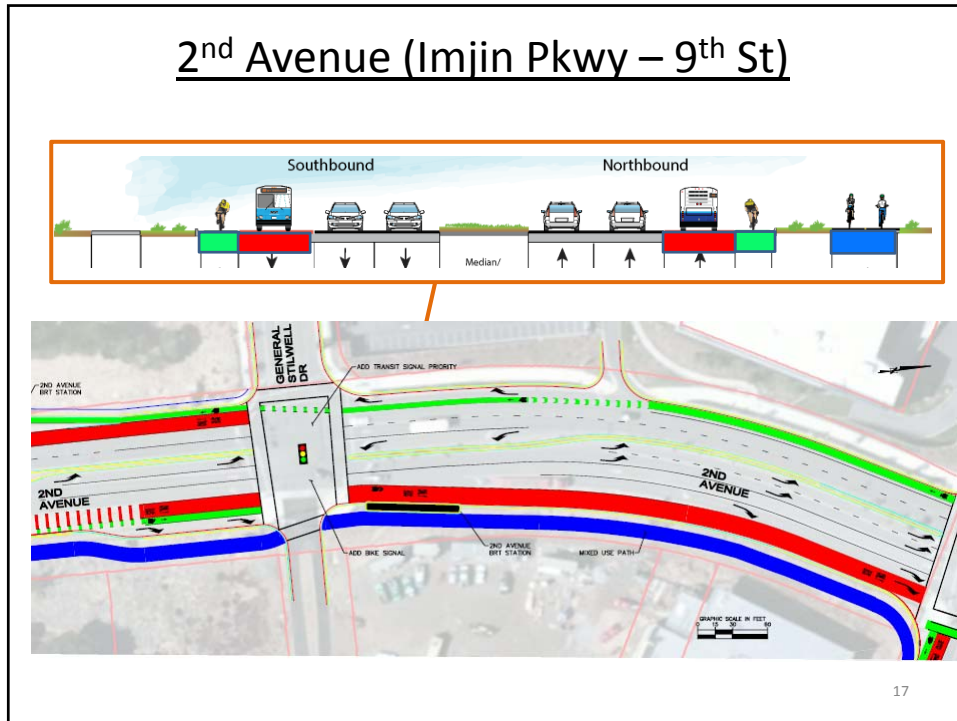


## Imjin Parkway (Reservation Rd – Imjin Rd)



## Imjin Parkway (Imjin Rd – 2<sup>nd</sup> Ave)





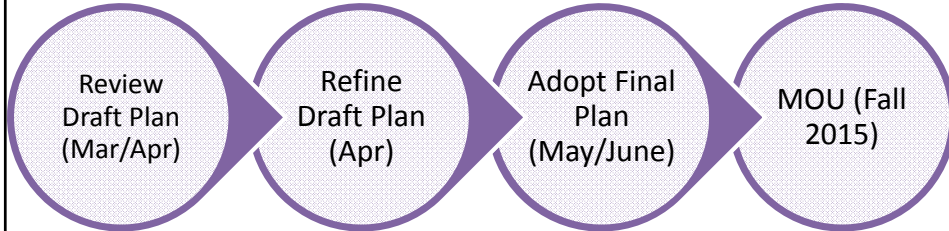
## Implementation

- Short-term/Long-term
- Phased
- Enhance existing projects
- Federal, State and Local Funding

The background of the slide features silhouettes of construction workers and machinery against a sunset sky. One worker on the left is holding a radio to his mouth. In the center, another worker is using a shovel. On the right, the silhouette of a large excavator is visible.

18

## Next Steps



19

## Contact

**Ariana Green**

Project Manager

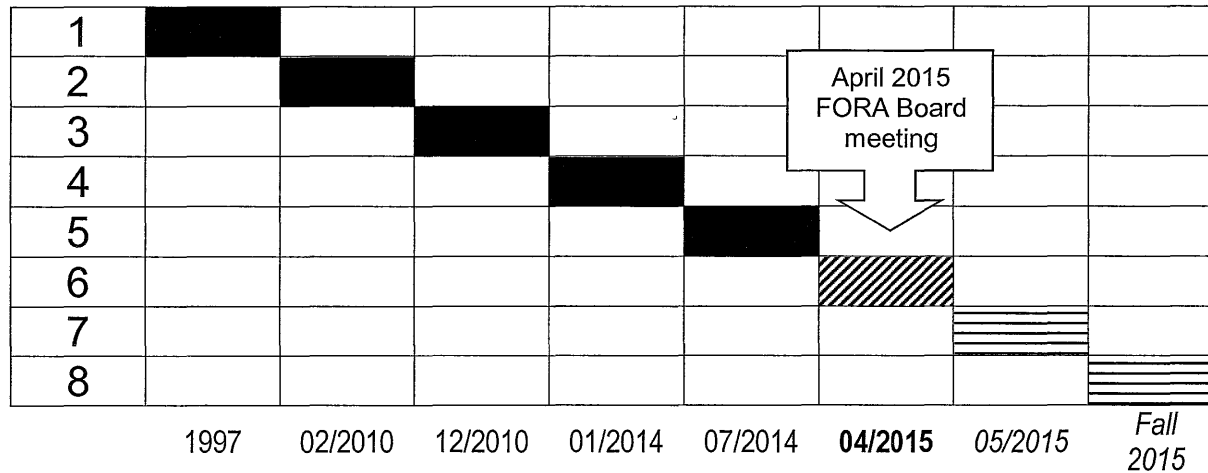
831-775-4403

[ariana@tamcmonterey.org](mailto:ariana@tamcmonterey.org)



20

### Milestone Sequence Diagram – Multi-modal Transit Corridor



1. Base Reuse Plan preferred MMTC route – Intermodal center at 8thSt/1<sup>st</sup> Ave to Imjin Pkwy to Blanco Rd Connector to Blanco Rd
2. MOA outlining new MMTC route – 8th/9th St to 5th Ave to Intergarrison Rd to Reservation Rd to Davis Rd.
3. FORA Board designated the new alignment and rescinded the BRP MMTC route.
4. TAMC presents need for updated MMTC alternatives analysis to FORA Board.
5. TAMC presents MMTC goals, draft recommended alignment, project schedule and next steps; FORA Board supports draft recommended alignment.
6. **TAMC to present MMTC draft alignment and cross sections to FORA Board.**
7. *TAMC and FORA Boards consider alignment approval/resolution of support.*
8. *TAMC, FORA, and other stakeholder parties consider MOU to set new alignment and rescind previous alignment.*

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

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

**Meeting Date:** April 10, 2015

**Agenda Number:** 8f

**INFORMATION**

### RECOMMENDATION:

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

### BACKGROUND:

In Spring 2005, the U.S. Army (Army) and the Fort Ord Reuse Authority (FORA) entered negotiations toward an Army-funded Environmental Services Cooperative Agreement (ESCA) for removal of remnant Munitions and Explosives of Concern (MEC) on portions of the former Fort Ord. FORA and the Army entered a formal ESCA agreement in early 2007. Under other ESCA terms, FORA received 3,340 acres of former Fort Ord land prior to regulatory environmental sign-off and the Army awarded FORA approximately \$98 million to perform the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) munitions cleanup on those parcels. FORA also entered into an Administrative Order on Consent (AOC) with U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) defining contractual conditions under which FORA completes Army remediation obligations for the ESCA parcels. FORA received the "ESCA parcels" after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer on May 8, 2009.

In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement with the competitively selected LFR Inc. (now ARCADIS) to provide MEC remediation services and executed a Cost-Cap insurance policy for this remediation work through American International Group (AIG) to assure financial resources to complete the work and to offer other protections for FORA and its underlying jurisdictions.

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

### DISCUSSION:

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

Under the ESCA grant contract with the U.S. Army, FORA received approximately \$98 million grant to clear munitions and to secure regulatory approval for the former Fort Ord ESCA parcels. FORA subsequently entered into a guaranteed fixed-price contract with ARCADIS to complete the work as defined in the Technical Specifications and Review Statement (TSRS) appended to the ESCA grant contract. As part of a contract between FORA and ARCADIS, insurance coverage was secured

from AIG for which FORA paid \$82.1 million upfront from grant funds. This policy provides a commutation account which holds the funds that AIG uses to pay ARCADIS for the work performed. The AIG coverage also provides for up to \$128 million to address additional work for both known and unknown site conditions, if needed. That assures extra funds in place to complete the scope of work to the satisfaction of the Regulators. AIG monitors/approves ARCADIS expenditures in meeting AOC/TSRS/ESCA grant requirements.

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

Item	Revised Allocation	Accrued through December 2014
FORA PLL Self-Insurance/Policy Purchase	\$916,056	\$916,056
Reimburse Regulators & Quality Assurance	3,280,655	2,501,065
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000
Contractor's Pollution Liability Insurance	477,344	477,344
Work Performed ARCADIS/AIG Commutation Account	82,117,553	70,821,422
FORA Administrative Fees	4,837,001	3,101,833
<b>Total</b>	<b>\$97,728,609</b>	<b>\$83,917,720</b>
	<b>Remaining</b>	<b>\$13,810,889</b>

FORA staff met with the Army ESCA Grant Coordinator and her staff along with the Head of Army BRAC HQ on January 7, 2015 to discuss reporting changes and the approved line item adjustments to the FORA Reimbursement Regulators & Quality Assurance and FORA Administrative Fees line items above. The adjustment was requested to compensate for the Army/EPA Dispute Resolution time loss that occurred in 2013/2014 time frame to cover the extension in FORA Administrative Fees. The Army Grant Administrator agreed and the EPA concurred with realigning \$1,444,345 from Reimbursement Regulators & Quality Assurance line item to the FORA Administrative Fees line item. The revised ESCA allocations are shown in the table above.

On February 19, 2015, ARCADIS announced that it was making a Program Manager staff change. ARCADIS notified the Regulators, Army and AIG shortly thereafter. FORA staff have been working diligently with ARCADIS to ensure that a Program Manager Transition Plan is complete and covers requirements in the FORA/ARCADIS Remedial Services Agreement. At this time, FORA ARCADIS discussions on the Program Manager Transition Plan are not complete.

Data collected during the ESCA investigation stage remains under regulatory review to determine if remediation is complete. They will issue written confirmation that CERCLA MEC remediation work is complete (regulatory site closure) when the work is found protective of human health and that the Final Proposed Plan, Record of Decision, Land Use Control Implementation Plan Operation and Maintenance Plan (LUCIP/OMP) are completed and approved. The review and documentation process is dependent on Army and regulatory agency responses/decisions. Until regulatory site closure is received, the ESCA property remains closed to the public. When regulatory site closure is

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

To date, the ESCA RP has provided the stewardship for 3,340 ESCA acres. The ESCA team continues to actively monitor biological resources and track restoration activities on the ESCA property. Consequently, the ESCA RP team's major effort is the required CERCLA documentation to gain regulatory certification of completion. Two significant issues have impacted the document delivery schedule. First was an issue between the Army and EPA concerning the definition of MEC as hazardous substances under CERCLA. After months of formal and informal discussions, EPA and the Army resolved their dispute in July 2014. The second significant issue concerns documenting FORA's Residential Quality Assurance (RQA) process as developed under a pilot study in accordance with the terms of the ESCA. DTSC has required reporting, in addition to the CERCLA documentation, on the RQA process which is likely to further impact the ESCA document schedule. FORA staff and the ESCA RP team are working with the Army and Regulators to mitigate the effects these may have on the documentation phase of the program.

For the County North and Parker Flats Phase 1 ESCA properties, FORA received written confirmation from the regulatory agencies that CERCLA MEC remediation work is complete. For these properties, ARCADIS commuted ESCA insurance coverage for related clean-up costs for coverage for unknown conditions. On November 25, 2014 the U.S. EPA signed the Record of Decision for the ESCA Group 3 properties located in: the County of Monterey (at Laguna Seca), the City of Monterey (south of South Boundary Road) and Del Rey Oaks (south of South Boundary Road). The ESCA Group 3 properties also include the Monterey Peninsula College (MPC) property known as the Military Operations in Urban Terrain (MOUT) facility. The Record of Decision (ROD) records the Regulator's and Army's decision on the cleanup of these properties and what controls are required to continue to protect the public health and safety.

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


**FISCAL IMPACT:**

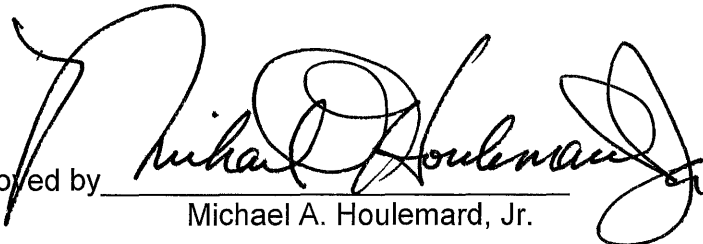
Reviewed by FORA Controller 

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

**COORDINATION:**

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

Prepared by   
Stan Cook

Approved by   
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Outstanding Receivables

**Meeting Date:** April 10, 2015

**Agenda Number:** 10a

**INFORMATION**

### RECOMMENDATIONS:

Receive a Fort Ord Reuse Authority (FORA) outstanding receivables update for March 2015.

### BACKGROUND/DISCUSSION:

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

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

In November 2014, Marina and FORA agreed to settle pending litigation primarily by Marina acquiring FORA's interest in Preston Park. In February 2015, FORA and Marina finalized terms of a settlement agreement and executed the document on February 19. FORA will apply \$2.08 million of the \$35 million settlement amount to the outstanding development fees. Marina has no objection to the settlement funds being applied to the residual fees. An inadvertent property description flaw must be corrected in the initial Army to FORA transfer to complete the transaction. It is anticipated that FORA will receive the settlement payment before the Rabobank loan expires in June.

### FISCAL IMPACT:

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

### COORDINATION:

Executive Committee

Prepared by  Ivana Bednarik

Approved by  Michael A. Houlemard, Jr.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Habitat Conservation Plan Update

**Meeting Date:** April 10, 2015

**Agenda Number:** 10b

**INFORMATION**

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

Receive a Habitat Conservation Plan (HCP) and State of California 2081 Incidental Take Permit (2081 permit) preparation process status report.

### **BACKGROUND/DISCUSSION:**

Item 9b from March 13, 2015 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

The Fort Ord Reuse Authority (FORA), with the support of its member jurisdictions and ICF International (formerly Jones & Stokes), FORA's HCP consultant, is on a path to receive approval of a completed basewide HCP and 2081 permit in 2015, concluding with US Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) issuing federal and state Incidental Take Permits.

ICF completed the screen check draft HCP on March 2, 2015, and FORA disseminated the draft both electronically and in hardcopy for permittees, CDFW, and USFWS. For the review schedule, FORA requests comments from Permittees within 60 days and comments from wildlife agencies within 90 days. Once comments are received, FORA and ICF will schedule meetings to address comments before preparing the Public Draft HCP. Denise Duffy and Associates is scheduled to complete the 2<sup>nd</sup> Administrative Draft HCP Environmental Impact Report/Environmental Impact Statement (EIR/EIS) within a few weeks. FORA is Lead Agency to the EIR document, while USFWS is Lead Agency to the EIS. FORA requested that USFWS and CDFW provide sufficient staff resources to complete concurrent reviews of both the Draft HCP and its Draft EIR/EIS.

### **FISCAL IMPACT:**

Reviewed by FORA Controller 

Staff time and printing costs for hard copies (\$2,100) are included in the approved FORA budget.

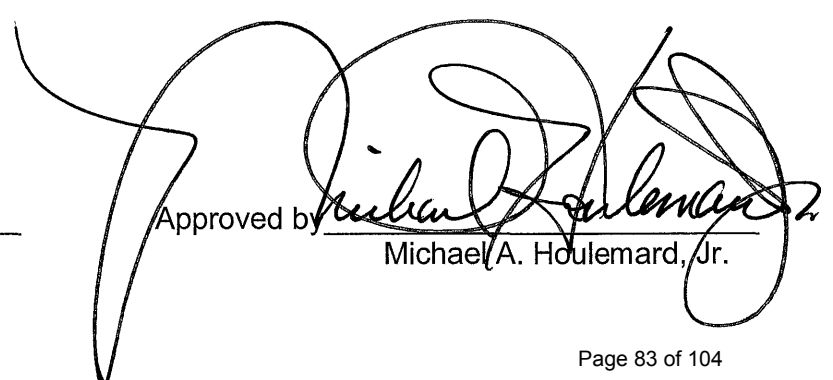
### **COORDINATION:**

ICF, Denise Duffy and Associates, USFWS, CDFW, Executive and Administrative Committees

Prepared by

  
Jonathan Garcia

Approved by

  
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Administrative Committee

**Meeting Date:** April 10, 2015

**Agenda Number:** 10c

**INFORMATION**

### RECOMMENDATION:

Receive a report from the Administrative Committee.

### BACKGROUND/DISCUSSION:

The approved minutes from the March 4, 2015 and March 18, 2015 Administrative Committee meetings are attached for review (**Attachment A and B**).


### FISCAL IMPACT:

Reviewed by the FORA Controller 

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

### COORDINATION:

Administrative Committee

Prepared by   
Rosalyn Charles

Approved by   
Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY**  
**ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES**

8:15 a.m., Wednesday, March 4, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER**

Chair Houlemard called the meeting to order at 8:20 a.m. The following were present (*\*voting members*):

Melanie Beretti, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
John Dunn, City of Seaside\*  
Layne Long, City of Marina\*  
Diana Ingersoll, City of Seaside  
Vicki Nakamura, MPC  
Patrick Breen, MCWD  
Anya Spear, CSUMB

Bill Kocher, MCWD  
Chris Placco, CSUMB  
Steve Matarazzo, UCSC  
Lyle Shurtleff, BRAC  
Tim O'Halloran, City of Seaside  
Peter Le, MCWD  
Bob Schaffer  
Wendy Elliot, MCP

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

Voting Members Absent: Dan Dawson.

**2. PLEDGE OF ALLEGIANCE**

Bill Kocher led the Pledge of Allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

Lyle Shurtleff distributed copies of the 2015 Fort Ord Environmental Cleanup Community Survey, requesting committee member participation.

Chair Houlemard discussed the upcoming March 13, 2015, California Central Coast Veterans Cemetery Ground Breaking Reception, noting extraordinary contributions to the event from the City of Seaside, Monterey-Salinas Transit, the County of Monterey, and the Army.

**4. PUBLIC COMMENT PERIOD**

None.

**5. APPROVAL OF MEETING MINUTES**

**a. February 4, 2015 Administrative Committee Meeting Minutes**

**b. February 18, 2015 Administrative Committee Meeting Minutes**

MOTION: Steve Matarazzo moved, seconded by Anya Spear, to approve the minutes, as presented.

MOTION PASSED: Ayes: Ingersoll, Caraker, Beretti. Noes: None. Absent: Dawson, Long.

*John Dunn entered at 8:25 a.m.(replacing alternate Diana Ingersoll)*

**6. FEBRUARY 13, 2014 BOARD MEETING AGENDA REVIEW**

Chair Houlemard noted a typo on the agenda as to the date of the February Board meeting, which should read March 13 instead of March 4.

*Layne Long entered at 8:30 a.m.*

Principal Analyst Robert Norris provided an overview of the prevailing wage report that would be included in the final Board packet and Chair Houlemard described the I-Bank proposal to facilitate completion of FORA's remaining building removal obligation. He agreed to distribute a concept proposal and loan terms to all Committee members. Layne Long suggested amending the economic development program proposal to include establishment of an economic development funding pool, accessible to jurisdictions for the purpose of enhancing individual economic development activities. Chair Houlemard stated he would include Mr. Long's suggestion in the staff report as an alternative for Board consideration. Chair Houlemard reviewed the draft Board travel report and discussed the upcoming Association of Defense Communities Installation Innovation Forum in Monterey and the Federal Legislative Mission to Washington, DC.

## **7. BUSINESS ITEMS**

### **a. Fort Ord Pollution Legal Liability Insurance Policy – Review Draft Cross Border Claim Agreement**

Chair Houlemard stated the County of Monterey was in the process of working on adjustments to the agreement and discussed the importance of moving the item forward to completion as quickly as possible.

### **b. Capital Improvement Program (CIP) Development Forecast Updates**

Chair Houlemard announced that FORA staff needed to receive development forecasts from all jurisdictions as soon as possible so that CIP review could commence at the next meeting.

### **c. Environmental Services Cooperative Agreement (ESCA) Update/Long-Term Discussion**

ESCA Program Manager Stan Cook provided an update on ESCA long-term stewardship issues.

### **d. Marina Coast Water District (MCWD) proposed Water Augmentation Project**

Assistant Executive Officer Steve Endsley introduced the item, noting that MCWD had requested to make a presentation to the Board at the March 13, 2015 Board meeting. MCWD Interim General manager Bill Kocher provided the Committee and preview of the Board presentations and responded to questions and suggestions from members of the Committee. MCWD Board member/FORA ex-officio Board member Peter Le also addressed the Committee and responded to questions.

## **8. ITEMS FROM MEMBERS**

None.

## **9. ADJOURNMENT**

Chair Houlemard adjourned the meeting at 10:05 a.m.



**FORT ORD REUSE AUTHORITY**  
**ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES**  
8:15 a.m., Wednesday, March 18, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER**

Chair Dawson called the meeting to order at 8:15 a.m. The following were present (\*voting members):

Dan Dawson, City of Del Rey Oaks\*  
Carlos Urrutia, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
John Dunn, City of Seaside\*  
Diana Ingersoll, City of Seaside  
Vicki Nakamura, MPC  
Melanie Beretti, County of Monterey  
Chris Placco, CSUMB

Steve Matarazzo, UCSC  
Todd Muck, TAMC  
Tim O'Halloran, City of Seaside  
Lisa Rheinheimer, MST  
Chuck Lande  
Bob Schaffer  
Andy Sterbenz, Schaff & Wheeler  
Wendy Elliot, MCP

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

Voting Members Absent: Layne Long (City of Marina).

**2. PLEDGE OF ALLEGIANCE**

Steve Matarazzo led the Pledge of Allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

Executive Officer Michael Houlemard discussed the widely attended California Central Coast Veterans Cemetery Ground Breaking Reception, thanking the many local agencies and organizations that contributed to making the event a success.

**4. PUBLIC COMMENT PERIOD**

None.

**5. FOLLOW UP - MARCH 13, 2014 BOARD MEETING**

Mr. Houlemard reviewed Board actions from the March 13<sup>th</sup> Board meeting. He explained that FORA staff planned to coordinate discussions regarding water augmentation projects with regional agencies and to provide a status report to the Board at the next meeting. The Committee discussed the need to ensure there is no conflict between the CalAm water project and the proposed Marina Coast Water District project.

Mr. Houlemard stated that staff planned to move forward to implement the Board-approved economic development program, which would include solicitation for a new Economic Development Coordinator staff position. The Board also directed staff to return at the next Board meeting with information regarding the establishment of a FORA prevailing wage program. He noted that staff would continue to pursue state enforcement alternatives as it developed a FORA prevailing wage enforcement program for Board review.

**6. BUSINESS ITEMS**

**a. Fort Ord Pollution Legal Liability Insurance Policy – Review Draft Cross Border Claim Agreement**

FORA Senior Planner Jonathon Garcia announced that FORA was awaiting input from the County of Monterey on proposed adjustments. Melanie Beretti confirmed that the County planned to meet that week to discuss the item.

**b. Capital Improvement Program (CIP) Development Forecast Updates**

Mr. Garcia announced that FORA staff had received development updates from all jurisdictions except for Marina and that staff would begin drafting the CIP as soon as the last forecast was received.

**7. ITEMS FROM MEMBERS**

None.

**8. ADJOURNMENT**

Chair Dawson adjourned the meeting at 8:37 a.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

<b>Subject:</b> Finance Committee	
<b>Meeting Date:</b> April 10, 2015	<b>INFORMATION</b>
<b>Agenda Number:</b> 10d	


**RECOMMENDATION(S):**

Receive a Finance Committee (FC) activity/meeting report.

**BACKGROUND/DISCUSSION:**

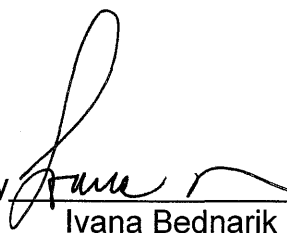
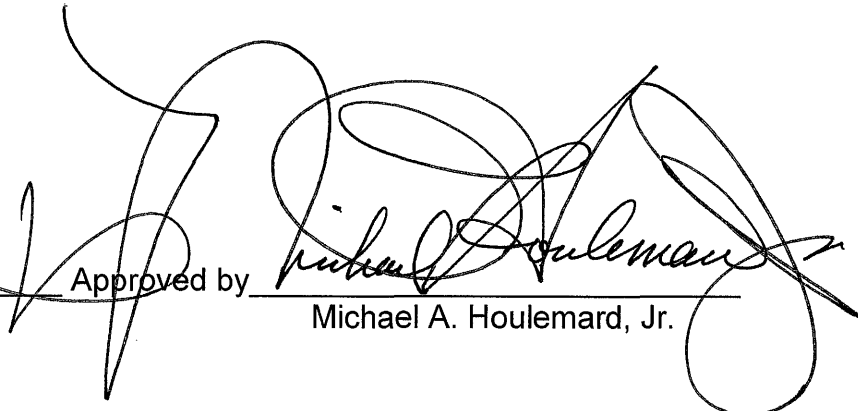
The FC is scheduled to meet on April 7 and April 21, 2015 to discuss the FY 15-16 Annual Budget. FORA staff anticipates the FY 15-16 budget will be presented to Board for review/consideration at its May 8, 2015 meeting. Minutes from the April FC meetings will be included in the May 8 Board packet.

**FISCAL IMPACT:**

Reviewed by Fort Ord Reuse Authority (FORA) Controller   
Staff time for this item is included in the approved FORA budget.

**COORDINATION:**

Finance Committee

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

<b>Subject:</b>	Post Reassessment Advisory Committee	
<b>Meeting Date:</b>	April 10, 2015	<b>INFORMATION</b>
<b>Agenda Number:</b>	10e	

### RECOMMENDATION(S):

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

### BACKGROUND/DISCUSSION:

The PRAC met on Thursday, March 26, 2015. Members received a presentation from Laura Thompson, Project Manager of the San Francisco Bay Trail regarding process and policies for regional trail development. Members recommended forming a Trails Working Group comprised of staff and interested stakeholders to develop a blueprint of desired former Fort Ord trail alignments. The requested draft blueprint would be previewed by the PRAC, then elevated to the FORA and Transportation Agency for Monterey County (TAMC) Boards for consideration and approval. The PRAC also received updates and discussed the status of Economic Development, Blight Removal, and Regional Urban Design Guidelines.

The next meeting of the PRAC is scheduled for 9am Monday April 20.

Approved minutes from the Thursday, February 26, 2015 meeting are attached (**Attachment A**).


### FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller 

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

### COORDINATION:

PRAC, CSUMB, TAMC, BLM, Administrative and Executive Committees.

Prepared by   
Josh Metz

Approved by   
Michael A. Houlemard, Jr.





**FORT ORD REUSE AUTHORITY**  
**BASE REUSE PLAN POST-REASSESSMENT ADVISORY COMMITTEE (PRAC)**  
**MEETING MINUTES**

1:00 p.m., Thursday, February 26, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

Confirming a quorum, Fort Ord Reuse Authority (FORA) PRAC Chair Victoria Beach called the meeting to order at 1:02 pm. The following people were in attendance:

**Committee Members**

Victoria Beach (Chair), City of Carmel  
Gail Morton, City of Marina  
Jane Parker, Monterey County  
Allan Haffa, City of Monterey  
Andre Lewis, CSUMB

**Other Attendees**

Tom Moore, MCWD  
Steve Matarazzo, UCSC  
Tim O'Halloran, City of Seaside  
Phyllis Meurer, member of the public  
Scott Waltz, member of the public  
Bob Schaffer, member of the public  
Jaine Haines, member of the public

**Staff**

Michael Houlemard, FORA  
Steve Endsley, FORA  
Jonathan Garcia, FORA  
Josh Metz, FORA

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

Chair Beach acknowledged FORA staff's effort on the recently concluded trails symposium and design charrette.

**3. APPROVAL OF MEETING MINUTES**

**MOTION:** Gail Morton moved, seconded by Jane Parker, to approve the January 8, 2015 meeting minutes, as presented.

**MOTION PASSED:** Unanimous.

**4. PUBLIC COMMENT PERIOD**

Jane Haines commented on her recent Opinion article in the Monterey Herald, reporting that a significant piece of the article was not included. She emphasized findings from the Economic & Planning Systems (EPS) study that state that if current patterns persist, more than 60% of future Peninsula area households will be unable to afford homes costing over \$325k. She also reported that according to her research, the average wage for a Pacific Grove Unified School District teacher is \$47/hr including benefits and the prevailing wage rate for a carpenter working on Fort Ord is \$62/hr. including benefits.

**5. BUSINESS ITEMS**

**a.) Fort Ord Regional Trail Symposium Planning Review**

Members discussed their experience at the Fort Ord Trails Symposium. Chair Beach and Gail Morton commended the FORA staff for quality execution. Allan Haffa remarked on the educational value of the Symposium. Gail Morton remarked on importance of historical signage on the former Fort Ord. Members asked for a report from FORA staff on the activities of the TAMC Way finding signage committee. Members discussed potential for bike license fees to support trail activities.

Staff reported that Laura Thompson, San Francisco Bay Trail Program Manager, had written to offer a follow-up presentation after missing the Symposium due to illness. Members received this favorably and requested her presentation at the next meeting of the PRAC.

**b.) Proposed 2015 Trails Workplan**

Members discussed the potential of involving CSUMB students and faculty to support trail planning efforts. Members requested staff to follow-up on opportunities prior to March 31 deadline.

**6. ITEMS FROM MEMBERS**

None.

**7. NEXT STEPS**

- a. FORA staff include the following items on future PRAC agendas:
  - i. Economic Development
  - ii. Trails
  - iii. Blight Removal
  - iv. Regional Urban Design Guidelines
- b. Staff will coordinate arrangements for Laura Thompsons presentation at the next meeting

**8. ADJOURNMENT**

The next meeting of the PRAC was set for Thursday March 26 at 12:45pm. The meeting was adjourned at approximately 1:55pm.

Minutes prepared by Josh Metz

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

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

**Meeting Date:** April 10, 2015

**Agenda Number:** 10f

**INFORMATION**

### RECOMMENDATION(S):

Receive Regional Urban Design Guidelines (RUDG) Task Force (Task Force) Update.

### BACKGROUND/DISCUSSION:

The RUDG Task Force met on Monday, March 23 and Thursday, April 2, 2015. The Task Force reviewed draft presentations from Staff (Contract implementation Report) and Dover, Kohl & Partners (DKP) (Consultant Team Product Delivery Report). Members provided feedback and suggestions. Members also requested DKP Principals attend the April 10 Board meeting to present the current directions in the RUDG development process. Accommodating this request requires re-allocation of funds within the existing contract. No additional fiscal impact will be incurred.

The next meeting of the Task Force was scheduled for 1:30pm, Thursday, April 23, 2015.

Approved March 3, 2015 minutes are attached (**Attachment A**).

### FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller 

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

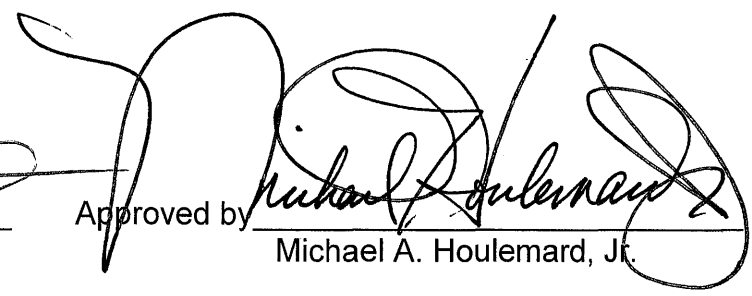
### COORDINATION:

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

Prepared by

  
Josh Metz

Approved by

  
Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY**  
**REGIONAL URBAN DESIGN GUIDELINES (RUDG) TASK FORCE**  
**MEETING MINUTES**

1:00 PM March 3, 2015 FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

RUDG Task Force Chair Michael Houlemard called the meeting to order at 1:05 pm.

**Committee Members**

John Dunn, City of Seaside  
Victoria Beach, City of Carmel-by-the-Sea  
Carl Holm, Monterey County  
Layne Long, City of Marina  
Elizabeth Caraker, City of Monterey  
Anya Spear, CSUMB

**Staff**

Michael Houlemard, FORA  
Steve Endsley, FORA  
Jonathan Garcia, FORA  
Katie Ahern, FORA

**Other Attendees**

Jane Haines, Member of the public  
Bob Schaffer, Member of the public  
Wendy Elliott, Marina Community Partners  
Phyllis Meurer, Member of the public  
Steve Matarazzo, University of California  
Santa Cruz  
Hernan Guerrero, Dover, Kohl, and  
Partners (DKP)(via conference/video call)

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

Chair Houlemard announced the ceremony and celebration of the Veteran's Cemetery ground breaking. The events will take place on March 13, 2015.

Chair Houlemard provided recent RUDG related correspondence from the City of Seaside.

**3. APPROVAL OF MEETING MINUTES**

Motion to approve minutes was delayed to the next RUDG Task Force meeting.

**4. PUBLIC COMMENT PERIOD**

Delayed until after the presentation.

**5. BUSINESS ITEMS**

Hernan from DKP gave a draft presentation of "Guidelines 101" that would be presented to the FORA Board Meeting on March 13, 2015.

John Dunn noted that it should be made clear that RUDG will be part of FORA's Consistency Determination approval process.

Carl Holm noted that Regional Design Guidelines are very broad, adding layers to the approval process. Each jurisdiction will also have their own design standards.

Chair Houlemard summarized suggestions for DKP to help with the next presentation:

1. Use BRP moving forward
2. Present urban design guideline examples from other jurisdiction and how they are used
3. Guidelines do not affect land use
4. Guidelines format should be a flowchart
5. Maps/figures should show already entitled project areas
6. Include discussions of Economic Vitality

With the suggestions, Hernan believed the company could deliver a revised presentation by Friday March 5, 2015. The Task Force will review and give suggestions if needed.

Chair Houlemard left the meeting at 2:35 pm and Victoria Beach took over as Chairperson.

**6. ITEMS FROM MEMBERS**

None.

**7. PUBLIC COMMENT PERIOD**

Wendy Elliot: When will we know which guidelines will be mandatory vs. suggestions

**8. ADJOURNMENT**

The next meeting of the RUDG Task Force was set for Monday, March 23, 2015 at 10 am in the FORA Conference Room

Meeting adjourned at 2:44 pm.

Minutes prepared by Katie Ahern

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Veterans Issues Advisory Committee

**Meeting Date:** April 10, 2015

**Agenda Number:** 10g

**INFORMATION**

### RECOMMENDATION:

Receive an update from the Veterans Issues Advisory Committee (VIAC).

### BACKGROUND/DISCUSSION:

The VIAC met on February 26, 2015. The approved minutes are included as **Attachment A**.

### FISCAL IMPACT:

Reviewed by FORA Controller 

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

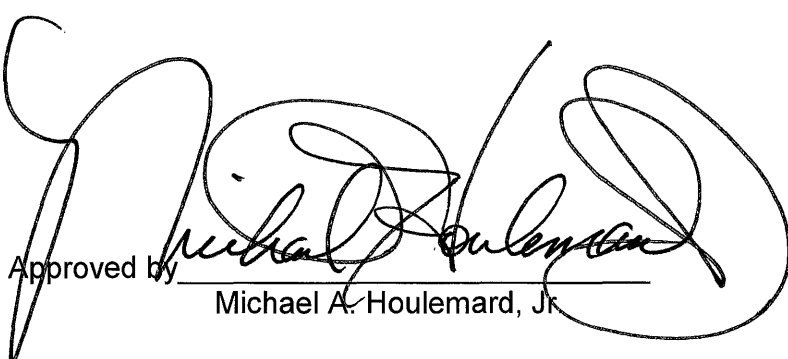
### COORDINATION:

VIAC

Prepared by

  
Crissy Maras

Approved by

  
Michael A. Houlemard, Jr.



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

3:00 p.m., Thursday, February 26, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER AND ROLL CALL**

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

VIAC Members:

Jerry Edelen, Acting Chair  
Rich Garza, CCCVFC  
COL Paul Fellingner, USAG POM  
Jack Stewart, CAC  
James Bogan, UVC  
Sid Williams, Mo. Co. Military/Vets  
Edith Johnsen, Veterans Families

FORA Staff:

Michael Houlemard  
Crissy Maras

Others:

Eric Morgan, BLM  
Terry Bare, VTC

**2. PLEDGE OF ALLEGIANCE**

Acting Chair Edelen asked Jack Stewart to lead the Pledge of Allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**4. PUBLIC COMMENT PERIOD**

Eric Morgan announced a nation-wide effort to install signs at national monuments, including the Fort Ord National Monument, which would include a soldier in the banner. Terry Bare announced that the Marina City Council had named a piece of a trail beginning at 8<sup>th</sup> Street, to the horse stables, and ending at former Fritzsche Air Field, the 'Veterans Memorial Trail'.

**5. APPROVAL OF MEETING MINUTES**

- a. September 25, 2014 VIAC Minutes
- b. October 23, 2014 VIAC Minutes

MOTION: Sid Williams moved, seconded by James Bogan, to approve the minutes as presented.

ABSTAINED: Peter Le; he was not a member at that time.

MOTION PASSED: Unanimous

**6. OLD BUSINESS**

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

**i. Groundbreaking Celebration**

Groundbreaking events include a 9:30 a.m. photo opportunity at the cemetery site followed by a 10:30 a.m. community celebration at the Stilwell Community Center. The committee thanked COL Fellingner for his extraordinary effort in coordinating Presidio resources.

- ii. **Recommend authorization to expend up to \$12,000 (\$11,000 to be reimbursed by other sources) to FORA Executive Committee**

MOTION: Mr. Stewart moved, seconded by Mr. Bogan, to recommend that the FORA Executive Committee request Board authorization for FORA staff to expend up to \$12,000 (with \$11,000 reimbursable from other sources) on groundbreaking event related items.

MOTION PASSED: Unanimous

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

Ongoing site work includes high-tech 22<sup>nd</sup> century thinking about the way medical services will be provided in the future. Landscaping designs are on file with the City of Marina.

**7. NEW BUSINESS – none**

**8. ITEMS FROM MEMBERS**

Mr. Williams is meeting with City of Marina to discuss a historical variance for the parade ground flag pole. A Viet Nam War 50-year Commemoration is scheduled in May 2015.

**9. ADJOURNMENT**

Acting Chair Edelen adjourned the meeting at 3:35 p.m.



# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Water/Wastewater Oversight Committee

**Meeting Date:** April 10, 2015

**Agenda Number:** 10h

**INFORMATION**

### RECOMMENDATION:

Receive an update from the Water/Wastewater Oversight Committee (WWOC).

### BACKGROUND/DISCUSSION:

The WWOC met on March 4, 2015. The approved minutes are included as **Attachment A**.

### FISCAL IMPACT:

Reviewed by FORA Controller 

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

### COORDINATION:

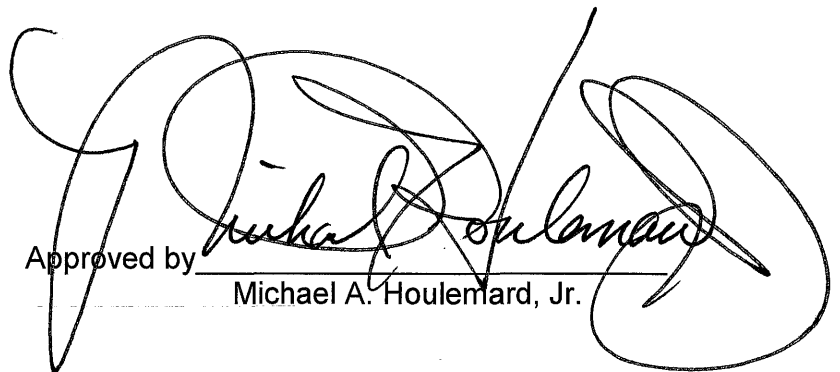
WWOC

Prepared by



Crissy Maras

Approved by



Michael A. Houlihan, Jr.



**FORT ORD REUSE AUTHORITY  
WATER/WASTEWATER OVERSIGHT COMMITTEE  
MEETING MINUTES**

Wednesday, March 4, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER**

FORA Assistant Executive Officer Steve Endsley called the meeting to order at 10:15 a.m. The following were present:

Committee Members:

Mike Lerch, CSUMB  
Steve Matarazzo, UCSC  
Melanie Beretti, Monterey County  
Elizabeth Caraker, City of Monterey  
Rick Reidl, City of Seaside

Others Present:

Patrick Breen, MCWD  
Bill Kocher, MCWD  
Bob Schaffer, MCP  
Chris Placco, CSUMB  
Ken Nishi  
Beth Palmer  
Peter Le

FORA Staff:

Steve Endsley  
Crissy Maras  
Jonathan Garcia

**2. PLEDGE OF ALLEGIANCE**

Assistant Executive Officer Endsley led the pledge of allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None

**4. PUBLIC COMMENT PERIOD**

None.

**5. APPROVAL OF MEETING MINUTES**

a. February 18, 2015 WWOC Meeting Minutes

MOTION: Chris Placco moved, seconded by Elizabeth Caraker, to approve the meeting minutes.

MOTION PASSED: Unanimous

**6. BUSINESS ITEMS**

MOTION: Melanie Beretti moved, seconded by Rick Reidl, to take Business Items 6b through 6e before 6a.

MOTION PASSED: Unanimous

**b. Rate Payer Advisory Committee – WWOC Recommendation**

In FORA Board Ord Community budget review, the Board recommended that MCWD create a rate payer advisory committee to provide input to MCWD on rate payer issues. The WWOC can recommend members, but as an MCWD committee, MCWD would be the final arbiter as to committee membership. WWOC member Mike Lerch recommended that membership include CSUMB (Mike Lerch), US Army (Fran Coen, Clark Realty Capital), Marina out of District boundaries (Paula Pelot) and Seaside out of District boundaries (no one specifically named).

The WWOC monitors the MCWD facilities agreement with FORA and does not necessarily represent Ord Community rate payers.

**c. Groundwater Sustainability Act & Agency Formation**

The Groundwater Sustainability Act went into effect January 1<sup>st</sup> and sets up a timeline when all water basins in the state must reach sustainability. The WWOC will continue to monitor this item as a part of its work program.

**d. Ord Community Annexation**

MCWD is working with LAFCO on a Municipal Services Review. This item, and item 6e, could both be potentially resolved through the LAFCO annexation process.

**e. Seaside County Sanitation District Negotiations**

SCSD and MCWD are negotiating the conveyance of wastewater generated on former Fort Ord lands within the Cities of Seaside, Monterey and Del Rey Oaks city limits to the MRWPCA. MCWD and SCSD successful negotiations on service area boundaries could expedite the annexation process through LAFCO. Seaside is preparing a feasibility study to determine technical issues that may exist. After necessary corrections, the draft study will be shared with the Committee.

**a. MCWD Water Augmentation Program**

**i. MCWD Presentation to FORA Board**

Interim MCWD General Manager Bill Kocher provided a draft power point presentation that had incorporated previous Administrative Committee comments. He explained that he would be asking FORA Board approval for moving forward with 10% designs for a 2,700 afy desal project. MCWD, working with Denise Duffy & Associates, has reviewed all of their previous environmental studies and planning, and has taken individual components of each to be possibly utilized for this proposed project that could be expandable as needed.

Committee members asked questions about project costs, rate payer costs, other methodologies being considered, and joining other groups who are also working on augmentation projects. Mr. Kocher explained that these questions would be answered through the 10% design process.

Mr. Endsley noted that FORA would prepare a power point that would provide an overview to the FORA Board and introduce the MCWD power point. MCWD will incorporate the WWOC comments and suggestions in addition to the Administrative Committee edits prior to the Board presentation.

**7. ITEMS FROM MEMBERS**

None

**8. ADJOURNMENT**

Mr. Endsley adjourned the meeting at 11:40 a.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Travel Report

**Meeting Date:** April 10, 2015

**Agenda Number:** 10i

**INFORMATION**

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

Receive an Informational Travel Report from the Executive Officer.

### **BACKGROUND/DISCUSSION:**

The Executive Officer regularly submits reports to the Executive Committee on FORA staff/Board travel. The Committee reviews and approves requests, and the travel information is reported to the Board as an informational item.

### **COMPLETED TRAVEL**

#### **Association of Defense Communities (ADC) Installation Innovation Forum**

**Destination:** Monterey, CA

**Date:** March 15-17, 2015

**Traveler/s:** Michael Houlemard, Ralph Rubio, Dave Potter

The Forum explored cutting-edge developments that are reshaping how installations are managed and the way communities and installations work together. No travel expenses were paid for this event, as was held locally. Invitations were extended to Board members who had previously not participated in ADC events, but scheduling conflicts prevented their participation.

### **UPCOMING TRAVEL**

#### **2015 Annual Federal Legislative Mission**

**Destination:** Washington D.C.

**Date:** April 13-16, 2015

**Traveler/s:** Michael Houlemard, Lena Spilman, Robert Norris, Dave Potter, Ralph Rubio, Jerry Edelen.

FORA's 2015 Annual Legislative Mission will include meetings with the US Army Base Realignment and Closure Office, the US Office of Economic Adjustment, the Bureau of Land Management, the Economic Development Agency, the US Department of Veterans Affairs, the Association of Defense Communities, ARCADIS, and Congressman Farr. Meetings will cover a range of issues, including the status of FORA's long-term stewardship obligations, building removal progress, Monterey regional force reduction issues, Environmental Services Cooperative Agreement project management changes and contract amendments, and National Monument remediation. Dave Potter and Ralph Rubio will arrive a day early to attend meetings for the Monterey Peninsula Water Management District and the Monterey Regional Water Pollution Control Agency, who have agreed share costs 50/50 with FORA. Legislative Mission invitations were extended to Board members who had not previously attended the legislative mission, but scheduling conflicts prevented their participation.

2015 Annual State Legislative Mission

Destination: Sacramento, CA  
Date: TBD (May)  
Traveler/s: TBD (Executive Officer, 2 Board members, 1-2 staff members)

A State Legislative Mission will likely be necessary in May to meet with the California Departments of Veterans Affairs, Toxic Substances Control, and Fish and Wildlife and the Division of Industrial Relations on a number of developing issues related to the Environmental Services Cooperative Agreement, the California Central Coast Veterans Cemetery, the Habitat Conservation Plan, and prevailing wage enforcement. The Executive Committee approved this trip at their April 1, 2015 meeting, but dates and attendance have not yet been finalized. Staff will work to determine the most beneficial timing, given recent developments in each of these subject areas, and report developments to the Board at their next meeting.

Annual Association of Defense Communities (ADC) National Summit

Destination: Washington, DC  
Date: June 21-24, 2014  
Traveler/s: TBD (Executive Officer and 2 Board members)

This year's National Summit is titled "At a Crossroads: The Future of Defense Communities and Installations." The full conference itinerary is not yet available, but staff requested Executive Committee approval at their April 1, 2015 meeting due to the fact that the cost of airfare is quickly escalating. FORA's membership status entitles attendees to invitations to the event's Leadership Reception with Department of Defense/Congressional officials and to the Congressional Breakfast. Additional program details will be provided to the Board at their May meeting.


**FISCAL IMPACT:**

Reviewed by FORA Controller 

Travel expenses are paid/reimbursed according to the FORA Travel policy.

**COORDINATION:**

Executive Committee

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

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Public Correspondence to the Board

**Meeting Date:** April 10, 2015

**Agenda Number:** 10j

**INFORMATION**

Public correspondence submitted to the Board is posted to FORA's website on a monthly basis and is available to view at <http://www.fora.org/board.html>.

Correspondence may be submitted to the Board via email to [board@fora.org](mailto:board@fora.org) or mailed to the address below:

FORA Board of Directors  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933